



**MEETING AGENDA**  
**City Council**  
**REGULAR SESSION CITY COUNCIL**  
**October 27, 2020**

**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, OCTOBER 27, 2020, at 6:00 p.m.**

**2020 Fire Prevention Poster Contest Winners Presentation will be held in the Ball Room at the Civic Center, Bldg #5, at 5:30 p.m. prior to the regularly scheduled City Council Meeting.**

**City Council will hold its regularly scheduled meeting at 6:00 p.m., Tuesday, October 27, 2020, at the City Council Chambers. In lieu of attending the meeting in person, residents will have the opportunity to watch the meeting via live stream on the City's YouTube Channel.**

**Call to Order Regular Session**

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

## **Presentations**

- Proclamation recognizing Domestic Violence Awareness Month. (Mayor/N. Solis Douglass)
- Presentation on Blue Santa Program ( M. Fleck)
- Presentation on Operation Polar Express (A. Kraft)

## **Employee Recognition**

- Engineering - Eric Schulze - Engineer (K. Woodlee)
- Fire - Summer Hall - Emergency Management Coordinator (K. Long)
- Police - Eric Guidry, Samuel Ramirez Jr., Dakota Burrows, Frank Chavarria, Alberto De La Torre, Ricardo Lozano, John McClendon, Roland Pena, and Ryan McCallister - Police Officers (D. Roman)
- Public Works - Christopher Peacock - Street Worker II (D. Letbetter)
- Utility Billing - Anna Miranda - Utility Billing Clerk (D. Hardin-Trussell)
- Library - Samaria Sams - Library Page (M. Uhlhorn)

## **City Events and Announcements**

- Announcements of upcoming City Events (B. James/C. Kelm/S. Gonzalez)
- Announcements and recognitions by the City Manager (M. Browne)
- Announcements and recognitions by the Mayor (R. Gutierrez)

## **Hearing of Residents**

**Residents who choose to watch the meeting via live stream, but who would like to participate in Residents to be Heard, should email their comments to City Secretary, Brenda Dennis, at [bdennis@schertz.com](mailto:bdennis@schertz.com) by 5:00 p.m. on Monday, October 26, 2020, SO THAT THE CITY SECRETARY MAY READ THE PUBLIC COMMENTS INTO THE RECORD UNDER THE HEARING OF RESIDENTS. In the body of the email please include your name, your address, phone number, agenda item # if applicable or subject of discussion, and your comments.**

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

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

*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** – Consideration and/or action regarding the approval of the minutes of the regular meeting of September 22, 2020. (B. Dennis)
2. **Resolution No. 20-R-116** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to sign and execute Development Agreement Extensions in relation to Development Agreements entered into July of 2010. (B. James/L. Wood/E. Delgado)
3. **Resolution No. 20-R-126** – Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to sign an Interlocal Agreement for Fire Protection Services in Guadalupe County between, the City of Schertz, and the City of Seguin. (C. Kelm/K. Long)
4. **Resolution No. 20-R-127**– Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing an amendment to an interlocal agreement with Schertz-Cibolo-Universal City Independent School District (SCUCISD) for EMS services. (C. Kelm/J. Mabbitt)
5. **Resolution No. 20-R-128** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing expenditures for the Fire Department with Motorola totaling no more than \$120,000.00 for communication equipment during the 2020-2021 fiscal year and other matters in connection therewith. (C. Kelm/K. Long)
6. **Boards, Commissions and Committee Member Appointments** - Consideration and/or action appointing Mrs. Judy Goldick for the vacant, alternate position on the Planning & Zoning Commission and appointing Mr. Margarito Banales vacant, alternate position on the Library Advisory Board. (Mayor/Council)
7. **Resolution No. 20-R-129** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz authorizing a Professional Services Contract with Halff Associates, Inc., totaling no more than \$390,000, for professional engineering-related services on the Tri-County Parkway reconstruction. (B. James/K. Woodlee/J. Nowak)
8. **Resolution No. 20-R-130** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing expenditures for equipment as part of the FY20-21 vehicle and equipment replacement program. (C. Kelm/S. Williams/C. Hernandez)
9. **Resolution No. 20-R-123** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas re-appointing Justin Murray to the Board of Directors Place D-2 of the Cibolo Valley Local Government Corporation (CVLGC), and other matters in connection therewith. (C. Kelm/S. Williams/S. McClelland)
10. **Resolution 20-R-122** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas approving and authorizing a right of way easement with Guadalupe Valley Electric Cooperative, Inc. on the City of Schertz S.W. Quadrant Water Plant property, and other matters in connection therewith. (C. Kelm/S. Williams/S. McClelland)

11. **Resolution No. 20-R-114** – Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing a program and expenditures as provided for in the Economic Development Performance Agreement between Kellum Real Estate, LLC and the City of Schertz Economic Development Corporation. (M. Browne/A. Perez)
12. **Resolution No. 20-R-120** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing the City Manager to submit a Local Parks Grant application to the Texas Parks & Wildlife Department Outdoor Recreation Grants Program for future development of the Hilltop/Homestead Park. (B. James/L. Shrum)
13. **Resolution No. 20-R-117** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas approving a request for a Schertz Main Street Local Flavor Economic Development Grant for 603 Main. (M. Browne/B. James)
14. **Resolution No. 20-R-121** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing the purchase of computer equipment in the amount of \$88,624.84 from Great South Inc, DBA Computer Solutions. (B. James/M. Clauser)
15. **Ordinance No. 20-S-29** - Consideration and/or action on an amendment of Part III, Schertz Codes of Ordinances, Unified Development Code (UDC), Article 5, Subsection 21.5.8 Permitted Use Table, to amend permitted land uses within the Main Street Mixed Use (MSMU) zoning district. **Final Reading** (B. James/L. Wood/E. Delgado)
16. **Ordinance No. 20-S-30** - Consideration and/or action on a request to rezone approximately 2.94 acres of land from Single-Family Residential/Agricultural District (R-A) and General Business District (GB) to Neighborhood Services District (NS), located northwest of the intersection between FM 1518 and Schaefer Road, City of Schertz, Bexar County, Texas, also known as DG Schertz Addition Subdivision Lot 2, Block 1. **Final Reading** (B. James/L. Wood/M. Harrison)
17. **Resolution No. 20-R-124** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing a Public Library Interlocal Agreement with Guadalupe County. (B. James/M. Uhlhorn)
18. **Resolution No. 20-R-125** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas appointing members to the Alamo Area Council of Governments (AACOG) Regional Emergency Preparedness Advisory Committee. (C. Kelm/K. Long)
19. **Ordinance No. 20-M-34** - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz Texas amending the City Code of Ordinances Article I. in General, Section 2-125 Designation of Records Management Officer, repealing all Ordinances or parts of Ordinances in conflict with this Ordinance and providing an effective date. **First Reading** (M. Browne/B. Dennis)

## Discussion and Action Items

20. **Ordinance No. 20-B-36** - Consideration and approval of an Ordinance by the City Council of the City of Schertz, Texas, authorizing the issuance of "City of 'Schertz, Texas, general obligation refunding bonds, series 2020, and other matters incident and related thereto. *First and Final Reading* (M. Browne/B. James/J. Walters)
21. **Resolution No. 20-R-83** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz authorizing an Interlocal Agreement with the City of San Antonio for the release and acceptance of extraterritorial jurisdiction (ETJ). (M. Browne/B. James)

### Public Hearings

22. **Ordinance No. 20-S-33** - Conduct a public hearing and consideration and/or action upon a request to rezone approximately 204 acres of land from General Business District (GB) and Manufacturing Light District (M-1) to Planned Development District (PDD), located southwest of Graytown Road, stretching between Interstate Highway 10 and Boenig Drive, City of Schertz, Bexar County, Texas, also known as Bexar County Property Identification Numbers 619201 and 619202. *First Reading* (B. James/L. Wood/N. Kopyay)

### Roll Call Vote Confirmation

### Workshop

23. **Workshop Discussion and Update (Ordinance 20-H-18)** - Discussion and update regarding the COVID-10 virus and our current Ordinance No. 20-H-18 Declaration of Local Disaster. (M. Browne/K. Long)

### Closed Session

24. The City Council will meet in closed session in accordance with Section 551.071 and 551.087 of the Texas Government Code, Consultation with Attorney and Deliberation Regarding Economic Development Negotiations; Closed Meeting. The governmental body is not required to conduct an open meeting (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Act.

- Project E-064

### Reconvene into Regular Session

- 24A. Take any action based on discussion held in closed session under Agenda Item 24.

## Roll Call Vote Confirmation

### Information available in City Council Packets - NO DISCUSSION TO OCCUR

- 25. November 3, 2020, Election Updates** - City of Schertz November 3, 2020, Early voting location dates and times for Bexar, Comal, and Guadalupe County as well as County Election day vote center information and sample ballot information. (B. Dennis)

### Requests and Announcements

- Announcements by the City Manager.
- 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.
- Announcements by Mayor and Councilmembers
  - City and community events attended and to be attended
  - City Council Committee and Liaison Assignments (see assignments below)
  - Continuing education events attended and to be attended
  - Recognition of actions by City employees
  - Recognition of actions by community volunteers

### Adjournment

#### CERTIFICATION

I, BRENDA DENNIS, 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 23rd DAY OF OCTOBER 2020 AT 4:00 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.

BRENDA DENNIS

**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 \_\_\_\_\_, 2020. TITLE: \_\_\_\_\_**

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

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

**Closed Sessions Authorized: This agenda has been reviewed and approved by the City's legal**

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

**COUNCIL COMMITTEE AND LIAISON ASSIGNMENTS**

<p><b>Mayor Gutierrez</b>          Audit Committee          Investment Advisory Committee          Main Street Committee</p>	<p><b>Councilmember Scagliola – Place 5</b>          Cibolo Valley Local Government Corporation - Alternate          Hal Baldwin Scholarship Committee          Interview Committee for Boards and Commissions - Alternate          Schertz-Seguin Local Government Corporation</p>
<p><b>Councilmember Davis– Place 1</b>          Audit Committee          Interview Committee for Boards and Commissions          Main Street Committee - Chair          Schertz Housing Authority Board          TIRZ II Board</p>	<p><b>Mayor Pro-Tem - Scott – Place 2</b>          Interview Committee for Boards and Commissions</p>
<p><b>Councilmember Larson – Place 3</b>          Main Street Committee – Vice Chair</p>	<p><b>Councilmember Dahle – Place 4</b>          Cibolo Valley Local Government Corporation          Interview Committee for Boards and Commissions          TIRZ II Board</p>
<p><b>Councilmember Heyward – Place 6</b>          Audit Committee          Investment Advisory Committee          Schertz Animal Services Advisory Commission</p>	<p><b>Councilmember Brown – Place 7</b>          Main Street Committee          Schertz-Seguin Local Government Corporation - Alternate</p>

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** October 27, 2020  
**Department:** City Secretary  
**Subject:** Minutes – Consideration and/or action regarding the approval of the minutes of the regular meeting of September 22, 2020. (B. Dennis)

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**BACKGROUND**

The City Council held a Regular City Council meeting on September 22, 2020.

**RECOMMENDATION**

Recommend Approval.

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**Attachments**

Draft Minutes 09-22-2020

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# DRAFT

## MINUTES REGULAR MEETING September 22, 2020

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on September 22, 2020, 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 Gutierrez; Mayor Pro-Tem Rosemary Scott; Councilmember Mark Davis; Councilmember Scott Larson; Councilmember Michael Dahle; Councilmember David Scagliola; Councilmember Allison Heyward; Councilmember Tim Brown

City     City Manager Dr. Mark Browne; Assistant City Manager Brian James;  
Staff:   Assistant City Manager Charles Kelm; City Attorney Daniel Santee; City  
          Secretary Brenda Dennis; Assistant to the City Manager Sarah Gonzalez

### **Call to Order**

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

### **Opening Prayer and Pledges of Allegiance to the Flags of the United States and State of Texas. (Mayor Pro-Tem Scott)**

Mayor Gutierrez recognized Mayor Pro-Tem Scott who provided the opening prayer followed by the Pledges of Allegiance to the Flags of the United States and the State of Texas.

Mayor Gutierrez gave specific requests to guests and staff in reference to wearing their masks during the City Council meeting and departing the Council meeting.

### **Presentations**

- Proclamation recognizing Fire Prevention Week. (Mayor/K. Long)

Mayor Gutierrez read and presented the proclamation to Fire Chief Kade Long and commented on the new Ladder Truck presented earlier. Mayor thanked Chief Long and all the Fire Department for their work and commitment to

our City's safety and well-being.

- Proclamation recognizing Chamber of Commerce Week. (Mayor/M. Titterington)

Mayor Gutierrez read and presented the proclamation to Chamber President Maggie Titterington. Mrs. Titterington expressed her gratitude for serving our communities at the Chamber. Mayor made a few closing remarks stating the Chamber is a business network representing the business community and is a key element to our economic development and thanked Mrs. Titterington for her service to our City.

- Proclamation honoring Manufacturing Day. (Mayor/J. Kolbe)

Mayor Gutierrez read and presented the proclamation to Mr. Brad Bowdoin with Caterpillar who expressed his thanks to the City of Schertz and the community for being a wonderful partner. Mayor commented on Manufacturers being the main element in the United States progressing and a driving force in innovations and thanked Caterpillar for their contribution in our community.

## **Employee Recognition**

- City Management - Cyndi Simmons, Administrative Assistant. (M. Browne/S. Gonzalez)
- EMS - Mike McFerran, EMS Supply Coordinator; Madeline Keilholz, Eric Stephens, Charles Liles - EMT. (C. Kelm/J. Mabbitt/B. Hill)
- Public Works - Dominic Dominguez, and Jeremy Perez Drainage Worker 1. (C. Kelm/S. Williams/D. Letbetter)

Mayor Gutierrez recognized the appropriate Department Heads, who introduced their new employees. Each new employee had an opportunity to speak.

## **City Events and Announcements**

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

Assistant City Manager Charles Kelm announced early voting begins Tuesday, October 13, 2020, and ends Friday, October 30, 2020, to elect Councilmembers for places 3, 4, and 5. For a full listing of all early voting listings and times please visit [schertz.com](http://schertz.com).

- Announcements and recognitions by the City Manager (M. Browne)

None at this time.

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

None at this time.

## Hearing of Residents

**Residents who choose to watch the meeting via live stream, but who would like to participate in Residents to be Heard, should email their comments to City Secretary, Brenda Dennis, at [bdennis@schertz.com](mailto:bdennis@schertz.com) by 5:00 p.m. on Monday, September 21, 2020 , SO THAT THE CITY SECRETARY MAY READ THE PUBLIC COMMENTS INTO THE RECORD UNDER THE HEARING OF RESIDENTS. In the body of the email please include your name, your address, phone number, agenda item # if applicable or subject of discussion, and your comments.**

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

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Mayor Gutierrez recognized the following who spoke:

- Nancy Klinitzki - 1028 Chloe Court - Expressed her desire and her communities desire for the City of Schertz to repair the recently repaved roads in Wilson Estates Preserves - noting the chip seal repair has degraded.
- John Lamantia - 1021 Hiram Ln. - After praising Counsel for a job well done over his years of living in Schertz, he expressed his concern with the rocks left behind after the recently repaved roads in Wilson Estates Preserves.
- Shane Cipolla (Vice President of the HOA at the Estates of Wilson Preserve) - 1201 Gwendolyn Way - Concerned with the condition of their roads in Estates of Wilson Preserve and the rocks left as the finished product on their roads. The roads chip seal severely degrades the property values in their neighborhood and respectfully requested the City return their roads to the condition prior to the re-surface.
- Diana Taylor - 5505 Columbia Dr. - Expressed her concern with many attempts to make contact with the City to address problems she was experiencing, with no response. She expressed her ongoing desire/concern to have speed bumps in Fairhaven and to fix the sidewalks.

- Connie Andrews - 1120 Gwendolyn Way - Expressed her concern with the rocks on the newly repaved surface of her road in Estates of Wilson Preserve.
- Steve Rice - 1017 Chole Ct - Gave his time to Shane Cipolla.
- Jill Whittaker - 12214 Hopeseed - Introduced herself as a candidate for City Council place 3 and gave a brief history of her careers and family life.
- Robert Bueker - 1000 Antler Dr. - Expressed his concern about the condition of their street in Estates of Wilson Preserve and requested a promise from City Council that it will not happen again. Mr. Bueker offered discussing a few methods that might improve the situation with Council.

Mayor Gutierrez asked City Secretary Brenda Dennis if any resident had signed up on-line to be heard. She indicated there was one. City Secretary Brenda Dennis read the following:

- John Sullivan - 513 Triple Crown - Expressed his gratitude for the work the Tax Increment Reinvestment Zone #2 (TIRZ) has done to help the Crossvine community grow and draw more people to southern Schertz. He also asked City Council to remember to properly fund the service and projects we need to provide a high quality of life throughout the rest of the city as well.

## 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.

The following items were read into record:

1. **Minutes** – Consideration and/or action regarding the approval of the minutes of the regular meeting of September 8, 2020. (B. Dennis)
2. **Resolution No. 20-R-106** – Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing the City Manager to enter into an agreement with Ford Engineering, Inc., for design, bid, and construction phase engineering services for the Aviation Heights Water line relocation project in advance of the Construction project. (C. Kelm/S. Williams/J. Hooks)
3. **Resolution 20-R-90** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing an extension of the agreement for Management Services between the City of Schertz and the Schertz/Seguin Local Government Corporation (SSLGC) and other matters in connection therewith. (C. Kelm/S. Williams/J. Hooks)

4. **Resolution No. 20-R-109** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to enter into an agreement for the remodel of the Kitchen and Warming Area for the Schertz Civic Center in an amount not to exceed \$154,295.00 with IM General Contractors. (C. Kelm/S. Williams/T. Buckingham)
5. **Resolution No. 20-R-110** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing the City Manager to issue a purchase order(s) for the purchase of various vehicles as part of the 2020-2021 vehicle replacement program. (C. Kelm/S. Williams/C. Hernandez)
6. **Resolution No. 20-R-111** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz Texas, authorizing an Interlocal Agreement between the City of Schertz and the Comal County District Attorney in reference to the disposition of seized property and contraband. (C. Kelm/M. Hansen)
7. **Resolution No. 20-R-112** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing a Schertz Main Street Local Flavor Economic Development Grant for 615 Main Street and related matters in connection therewith. (M. Browne/B. James)
8. **Resolution No. 20-R-105** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing EMS debt revenue adjustments, Utility Billing debt revenue adjustments and Schertz Magazine debt revenue adjustments for certain inactive outstanding receivables and other matters in connection therewith. (B. James/J. Walters)
9. **Cancellation of the November 3, 2020, and November 24, 2020, Council Meetings** - Consideration and/or action canceling the November 3, 2020, and November 24, 2020, City Council meetings due to the election and Thanksgiving week. (M. Browne/B. Dennis)
10. **Calling a Special Meeting November 16, 2020** – Consideration and/or action calling a special meeting on Monday, November 16, 2020, to canvass the results of the November 3, 2020, General Election, call a Runoff Election if necessary and possible swearing in of newly elected officials. (M. Browne/B. Dennis)

11. **Resolution No. 20-R-97** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing the City Manager to enter into Interlocal agreements for allocation of Emergency Medical Services and for mutual aid agreements. (C. Kelm/J. Mabbitt)

12. **Boards, Commissions and Committee Member Resignations/Appointments** - Consideration and/or action appointing Mr. Graham Clark McChesney Jr. for the vacant board member position on the Transportation Increment Reinvestment Zone #2 (TIRZ). (Mayor/Council)

Mayor Gutierrez asked Council if there were any items to be removed from Consent for separate action. Mayor Gutierrez recognized Mayor Pro-Tem Scott who requested agenda item 5 be removed for separate action.

Moved by Councilmember Mark Davis, seconded by Councilmember Allison Heyward to approve consent items 1-4 and 6-12.

AYE: Mayor Pro-Tem Rosemary Scott, Councilmember Mark Davis, Councilmember Scott Larson, Councilmember Michael Dahle, Councilmember David Scagliola, Councilmember Allison Heyward, Councilmember Tim Brown

Passed

## Discussion and Action Items

The following item was read into record:

5. **Resolution No. 20-R-110** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing the City Manager to issue a purchase order(s) for the purchase of various vehicles as part of the 2020-2021 vehicle replacement program. (C. Kelm/S. Williams/C. Hernandez)

Mayor Gutierrez recognized Mayor Pro-Tem Scott who asked staff a few questions. Fleet Manager Chris Hernandez and Purchasing and Asset Management Manager Julie Golke addressed the questions.

Moved by Mayor Pro-Tem Rosemary Scott, seconded by Councilmember Michael Dahle to approve Resolution No. 20-R-110.

AYE: Mayor Pro-Tem Rosemary Scott, Councilmember Mark Davis, Councilmember Scott Larson, Councilmember Michael Dahle, Councilmember David Scagliola, Councilmember Allison Heyward, Councilmember Tim Brown

Passed

The following item was read into record:

- 13. Resolution No. 20-R-107** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing an amended Development Agreement, Project/ Financing Plan, and Interlocal Agreement for the Tax Increment Reinvestment Zone #2 (TIRZ) #2 (Sedona/Crossvine). (M. Browne/B. James)

Mayor Gutierrez recognized Assistant City Manager Brian James who provided a PowerPoint presentation giving a background/explanation of Tax Increment Reinvestment Zone #2 (TIRZ) or Sedona/Crossvine TIRZ and answered questions from Council. Councilmembers Scagliola, Councilmember Dahle and Mayor Gutierrez gave additional remarks on their endorsement of the TIRZ (Sedona/Crossvine) developments.

Moved by Councilmember David Scagliola, seconded by Mayor Pro-Tem Rosemary Scott to approve Resolution No. 20-R-107.

AYE: Mayor Pro-Tem Rosemary Scott, Councilmember Mark Davis, Councilmember Scott Larson, Councilmember Michael Dahle, Councilmember David Scagliola, Councilmember Allison Heyward, Councilmember Tim Brown

Passed

The following item was read into record:

- 14. Resolution No. 20-R-104** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, supporting the use of HOT Revenues for Park Improvements. (M. Browne)

Mayor Gutierrez recognized City Manager Dr. Mark Browne who introduced this item and gave a brief description of a potential bill for Texas Municipal League (TML) to allow HOT funds to be used for park improvements and answered questions from Council.

Moved by Councilmember Michael Dahle, seconded by Councilmember David Scagliola to approve Resolution 20-R-104.

AYE: Mayor Pro-Tem Rosemary Scott, Councilmember Mark Davis, Councilmember Michael Dahle, Councilmember David Scagliola, Councilmember Allison Heyward, Councilmember Tim Brown

NAY: Councilmember Scott Larson

Passed

## Public Hearings

The following item was read into record:

15. **Ordinance No. 20-T-32** – Conduct a Public Hearing and consideration and/or action approving an Ordinance approving the appraisal roll; setting the tax rate; levying and assessing general and special ad valorem taxes for the use and support of the municipal government of the city of Schertz, Texas.  
***Second and Final Reading*** (B. James/J. Walters)

Mayor Gutierrez recognized Finance Director James Walters who provided a short PowerPoint presentation stating the tax rate voted on at the previous Council meeting for *first reading* of \$0.5121 - an 0.8% increase in the tax rate.

Mayor Gutierrez opened the public hearing for those wishing to speak, and as no one spoke, closed the public hearing for Council comments.

Councilmember Scott went on the record to explain the factor that swayed her at the last Council meeting to cast the second vote for the tax rate of \$0.5121. She was moved by Councilmember Brown recalling the Tax Workshop and the ultimate goal in setting the tax rate is to reduce debt. Councilmember Scagliola stated he is confident the tax increase is unneeded and reserves the right to say "I told you so" next year.

Mayor Gutierrez gave clarification on this year's tax rate of \$0.5121, that will be voted on, will be lowering the tax rate and increasing the revenue. Councilmember Brown clarified we are lowering the tax rate, we are not raising anything. The only people who will have an increase in their tax bill will be the ones who have an increase in their property values and don't have other exemptions. Councilmembers Scagliola and Larson stated the tax rate being voted on (\$0.5121) **does** raise taxes. Mayor Pro-Tem Scott gave additional closing remarks.

Moved by Councilmember Allison Heyward, seconded by Councilmember Tim Brown that the property tax rate be increased by the adoption of a tax rate of (0.5121), which is effectively a (0.8%) increase in the tax rate.

AYE: Mayor Pro-Tem Rosemary Scott, Councilmember Mark Davis,  
Councilmember Michael Dahle, Councilmember Allison Heyward,  
Councilmember Tim Brown

NAY: Councilmember Scott Larson, Councilmember David Scagliola

Passed

The following item was read into record:

16. **Ordinance No. 20-S-29** - Conduct a Public Hearing and consideration and/or action on an amendment of Part III, Schertz Codes of Ordinances, Unified Development Code (UDC), Article 5, Subsection 21.5.8 Permitted Use Table, to amend permitted land uses within the Main Street Mixed Use (MSMU) zoning district. *First Reading* (B. James/L. Wood/E. Delgado)

Mayor Gutierrez recognized Assistant City Manager Brian James who briefed the Council regarding the amendment to the UDC, Article 5, Subsection 21.5.8 permitted use table amendment.

Mayor Gutierrez opened the public hearing, and as no one spoke; closed the public hearing for Council comments. Mr. James addressed questions from Council.

Moved by Councilmember Michael Dahle, seconded by Councilmember Allison Heyward to approve Ordinance 20-S-29 on first reading.

AYE: Mayor Pro-Tem Rosemary Scott, Councilmember Mark Davis, Councilmember Scott Larson, Councilmember Michael Dahle, Councilmember David Scagliola, Councilmember Allison Heyward, Councilmember Tim Brown

Passed

The following item was read into record:

17. **Ordinance No. 20-S-30** - Conduct a public hearing, consideration and/or action on a request to rezone approximately 2.94 acres of land from Single-Family Residential/Agricultural District (R-A) and General Business District (GB) to Neighborhood Services District (NS), located northwest of the intersection between FM 1518 and Schaefer Road, City of Schertz, Bexar County, Texas, also known as DG Schertz Addition Subdivision Lot 2, Block 1. *First Reading* (B. James/L. Wood/M. Harrison)

Mayor Gutierrez recognized Assistant City Manager Brian James who briefed the Council on the request to rezone the property.

Mayor Gutierrez opened the public hearing, and as no one spoke; closed the public hearing for Council comments. Mr. James addressed questions from Council.

Moved by Councilmember Tim Brown, seconded by Councilmember Allison Heyward to approve Ordinance 20-S-30 on first reading.

AYE: Mayor Pro-Tem Rosemary Scott, Councilmember Mark Davis, Councilmember Scott Larson, Councilmember Michael Dahle, Councilmember David Scagliola, Councilmember Allison Heyward, Councilmember Tim Brown

Passed

### **Roll Call Vote Confirmation**

Mayor Gutierrez recognized City Secretary Brenda Dennis who provided the roll call confirmation for agenda items 1 through 17.

### **Workshop**

The following item was read into record:

- 18. Bond refinancing Opportunity - Workshop on possible bond refinancing opportunity. (M. Browne/B. James/J. Walters/M. McLiney/A. Friedman)**

Mayor Gutierrez recognized Finance Director James Walters who briefed the Council regarding an opportunity for possible bond refunding. Mr. Walters introduced Financial Advisory Mark McLiney who briefed the Council on the opportunity of refinancing the GO Bonds, Series 2011 and the GO Refunding bonds, Series 2011A with potential gross savings of \$1,342,223. Mr. McLiney reviewed the timetable of events that will occur and answered questions from Council. It was the consensus of Council for staff to move forward with the refunding opportunity.

The following item was read into record:

- 19. Workshop Discussion and Update (Ordinance 20-H-18) - Discussion and update regarding the COVID-19 virus and our current Ordinance No. 20-H-18 Declaration of Local Disaster. (M. Browne/K. Long)**

Mayor Gutierrez recognized Fire Chief Kade Long who provided a PowerPoint presentation with updates on COVID-19 to include EOC Activities, Daily Positivity Rates, State Data, Hospitalizations in Bexar County and the State Disaster Declaration from the Governor's office. Chief Long answered questions from Council.

Mayor Gutierrez thanked our staff for providing the information and keeping

Council updated.

## **Closed Session**

Mayor Gutierrez asked staff and guests who were not participating in the closed sessions to wait outside the chamber until they were finished. Mayor Gutierrez recessed the regular meeting into Closed Session at 8:19 p.m., and the following item was read into record:

20. The City Council will meet in closed session in accordance with Section 551.087 of the Texas Government Code, Deliberation Regarding Economic Development Negotiations, Closed Meeting. The governmental body is not required to conduct an open meeting (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect.
  - Project E-063

## **Reconvene into Regular Session**

Mayor Gutierrez reconvened into regular session at 8:43 p.m.

- 20A. Take any action based on discussion held in closed session under Agenda Item 20.
  - No action taken.

## **Roll Call Vote Confirmation**

No roll call was taken as no action was provided on agenda item 20A.

## **Requests and Announcements**

- Announcements by the City Manager.

None at this time.

- Requests by Mayor and Councilmembers for updates or information from staff.

Mayor Gutierrez recognized Councilmember Scagliola who requested to receive a re-assessment of the pavement projects we currently have. He commented on the complaints received this evening from neighbors in the Estates of Wilson Preserve Neighborhood. He would also like to know specifically what the issues

are in the Fairhaven Neighborhood and what possible solutions are available. He would like an update and would be willing to sit down with Dr. Browne and not have an agenda item is necessary.

Mayor Gutierrez recognized Councilmember Dahle who would also like updates on the paving issues and discuss if the chip seal process is the ideal solution for residential streets. He would like to look at our options.

Mayor Gutierrez recognized Mayor Pro-Tem Scott who stated she is in total agreement with having updates as well as options of how we can resolve the Estates at Wilson Preserve issue without having to spend 1 or 2 million dollars.

Other comments were provided by Councilmembers and Assistant City Manager Brian James stated that staff could cover the issues raised above in an overview as requested.

Mayor Gutierrez recapped stating we will do an update for Council on possible remedies and see what the wishes of Council are at that time.

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

None at this time.

- Announcements by Mayor and Councilmembers
  - City and community events attended and to be attended
  - City Council Committee and Liaison Assignments (see assignments below)
  - Continuing education events attended and to be attended
  - Recognition of actions by City employees
  - Recognition of actions by community volunteers

Mayor Gutierrez recognized Councilmember Davis who stated he attended the Schertz Housing Authority meeting and met the new management group - Kennedy Housing Authority. They have a great team and manage other housing authorities and are looking forward to working with the City of Schertz.

Mayor Gutierrez recognized Councilmember Dahle who stated he attended the following: Paws in the pool; Chamber Mixer held at the Bluebonnet Palace; Grand opening at the Americana Coffee and Espresso Bar on Main.

Mayor Gutierrez recognized Councilmember Heyward who stated she attended the following: Northeast Partnership Luncheon; AACOG Economic Development webinar; TXT 21 Webinar; Summer New Vendor event; Paws in

the pool; The Chamber luncheon; Greater Bexar County Council of Cities webinar; and the BSA Ribbon cutting.

Mayor Gutierrez recognized Councilmember Brown who asked to give Chief Hansen a special thank-you to the Special Project Officer who provided a Personal Protection presentation today. We appreciate what the Schertz Police Department is doing.

### **Adjournment**

Mayor Gutierrez adjourned the meeting at 8:50 p.m.

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Ralph Gutierrez, Mayor

ATTEST:

---

Brenda Dennis, City Secretary

CITY COUNCIL MEMORANDUM

**City Council Meeting:** October 27, 2020  
**Department:** Planning & Community Development  
**Subject:** Resolution No. 20-R-116 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to sign and execute Development Agreement Extensions in relation to Development Agreements entered into July of 2010. (B. James/L. Wood/E. Delgado)

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**BACKGROUND**

In July of 2010 the City of Schertz entered into Delayed Annexation Development Agreements with 23 properties based on Texas Local Government Code Section 43.035 (b)(1) and 212.172 in order to (i) guarantee the continuation of the extraterritorial status of the Land for the term of the agreement and (ii) authorize the enforcement of all regulations and planning authority of the City that did not interfere with the use of the land for agriculture or wildlife manage or as timber land.

Per the agreements that were signed and executed in July of 2010, specifically Section 5. *Term; Annexation at End of Term*, stipulates that ten (10) years after the effective date of the agreement the property is to be annexed into the City of Schertz. This group of agreements was set to expire in July of 2020.

The nationwide and statewide declaration of public health emergency in relation to COVID -19 impacted the city's ability to reach out well in advance to discuss the expiration of the delayed annexation agreements and the resulting annexation of the properties under said agreements with the property owners. The annexation process can be disruptive and contentious at times, and it seemed more appropriate to not proceed forward with the annexations during the pandemic and instead offer the property owners Development Agreements Extensions.

The Planning Division staff reached out to the property owners for the 23 properties set to expire in July of 2020 and discussed the opportunity to extend the Development Agreements and ultimately the annexation of the properties. This extension would provide the same rights as previously established in the original agreement but would delay the annexation of the properties to a later date. Specifically, the extension would be in effect until January 1, 2024, at which time the City of Schertz would begin annexation proceedings and conclude them no later than December 31, 2024.

Based on the conversations with the property owners, City staff has received signed Development Agreement Extensions for all 23 properties. Meaning, all property owners representing the 23 properties have requested the City extend their Development Agreements until January of 2024.

In addition to COVID-19, the Development Agreement Extensions will allow City staff to complete the Comprehensive Land Use Plan update, authorized with the FY20-21 budget. This will ensure that when these 23 properties are annexed and zoned in 2024 it will be in conformance with the updated Comprehensive Land Use Plan.

At this time, City staff is requesting the City Council authorize the City Manager to sign and execute Development Agreement Extensions for all properties with Development Agreements signed in July of

2010.

Additionally, for Council's information, the Planning Division has mailed Development Agreement Extension information to all property owners with agreements set to expire in November of 2020 at this time. Additionally, staff is currently working on the notification of property owners with agreements set to expire in April of 2021 and August of 2021. In the coming months City staff will bring forward an additional resolution request authorization of the City Manager to sign and execute Development Agreements with these property owners as well.

### **GOAL**

To authorize the City Manager to sign and execute Development Agreement Extensions in relation to Development Agreements entered into July of 2010.

### **COMMUNITY BENEFIT**

Offering Development Agreement Extensions not only delays the annexation of these properties, allows the focus to remain on personal safety during the ongoing pandemic, rather than on the annexation of properties, and will ultimately mean that properties would be annexed and zoned in accordance with an updated Comprehensive Land Use Plan. The delay is an immediate benefit to the property owners offered an extension, but is a long term benefit to the community to ensure that properties are zoned in accordance with the new goals, objections, and vision for the City of Schertz in accordance with an updated Comprehensive Land Use Plan.

### **SUMMARY OF RECOMMENDED ACTION**

Staff recommends approval of Resolution No. 20-R-116 authorizing the City Manager to sign and execute Development Agreement Extensions in relation to Development Agreements entered into July of 2010.

### **FISCAL IMPACT**

The development agreement extensions will need to be recorded with the respective County for each property which will be a financial impact to the City. However, this financial impact will be much less significant than annexing the properties in at this time.

### **RECOMMENDATION**

Staff recommends approved of Resolution No. 20-R-116 authorizing the City Manager to sign and execute Development Agreement Extensions in relation to Development Agreements entered into July of 2010.

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### **Attachments**

Resolution 20-R-116 and Exhibit A List of Properties

Res 20-R-116- Exhibit B Map of Properties

Res 20-R-116- Exhibit C Example Extension Document

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**RESOLUTION NO. 20-R-116**

**A RESOLUTION OF THE CITY COUNCIL OF SCHERTZ, TEXAS  
AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE  
DEVELOPMENT AGREEMENT EXTENSIONS IN RELATION TO  
DEVELOPMENT AGREEMENTS ENTERED INTO JULY OF 2010**

**WHEREAS**, Texas Local Government Code Section 43.016 requires that before unilateral annexation of a property which is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E of that chapter that a municipality must offer a development agreement to said property owner pursuant to Texas Local Government Code Section 212.172 that guarantees the continuation of the extraterritorial status of the area for a certain time and authorizes the enforcement of all regulations and planning authority of the municipality that do not interfere with the use of the area for agriculture, wildlife management, or timber; and

**WHEREAS**, in 2010 the City of Schertz offered Development Agreements to property owners for a period of 10 years at which time the agreement was set to expire the first group expiring in July of 2020; and

**WHEREAS**, due to the nationwide and statewide declaration of public health emergency related to COVID-19, which impacted the city's ability to reach out well in advance to discuss the expiration of the delayed annexation agreements and the resulting annexation of the properties under said agreements with the property owner; and

**WHEREAS**, City staff has recommend to the City Council that Development Agreement Extensions be offered to the property owners with existing Development Agreements in order to delay the annexation of their properties for a term not to exceed January 1, 2024 with the City concluding all annexation proceedings commenced under these Development Agreement Extensions before December 31, 2024; and

**WHEREAS**, City staff has communicated with and received signed Development Agreement Extensions from all property owners within the July Expiration group; listed as Exhibit A and shown on Exhibit B and

**WHEREAS**, the City desires to allow the City Manager to sign and execute Development Agreement Extensions with all property owners with original Development Agreements expiring in July of 2020.

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

Section 1. The City Council hereby authorizes the City Manager to offer to qualifying landowners, and to execute and deliver, a Development Agreement Extension with such landowners identified in Exhibit A and Exhibit B in substantially the form set forth on Exhibit C, to be completed with the name of the property owner (s), the legal description of the property, the

county in which the property is located, the property owner's notice address, and the date of the Development Agreement Extension. Development Agreement which otherwise varies from the attached Form Development Agreement must be approved by the City Council.

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 27<sup>th</sup> day of October, 2020.

CITY OF SCHERTZ, TEXAS

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Ralph Gutierrez, Mayor

ATTEST:

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City Secretary, Brenda Dennis

(CITY SEAL)

**EXHIBIT A**  
**(List of Property Owners within the July Expiration Group)**

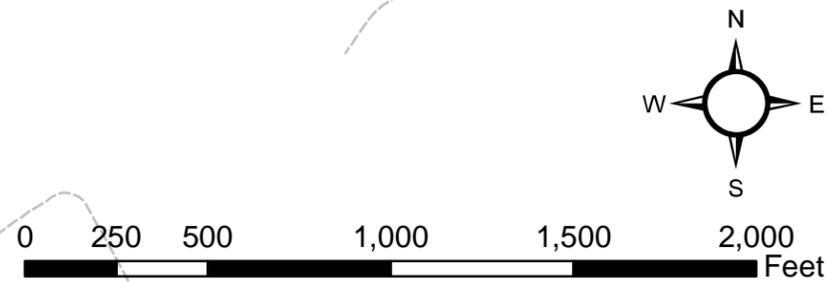
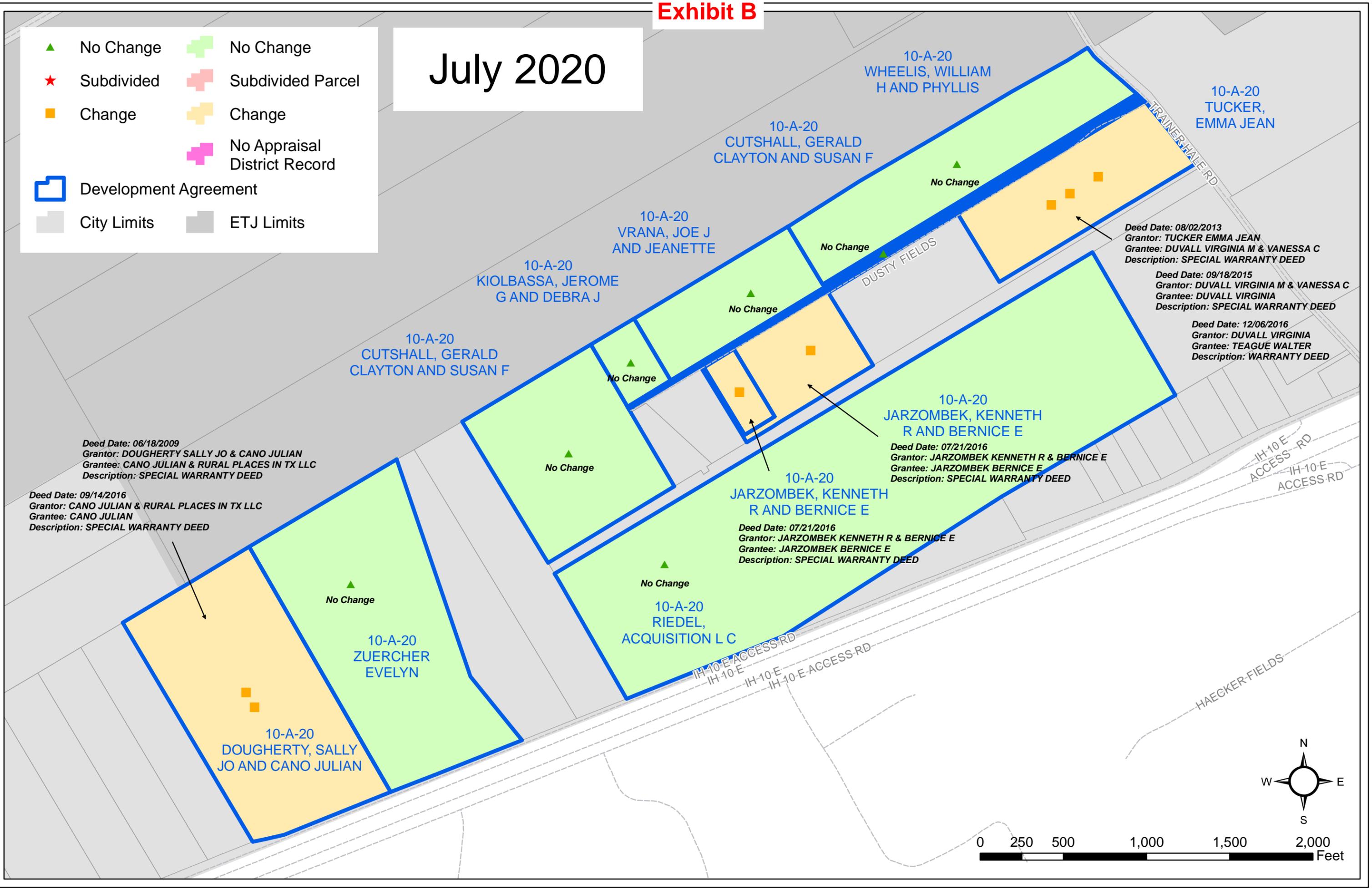
Ord. No.	Current Property Owners	Property Address	Acres	County	Parcel IDs	Effective Date	Termination Date
10-A-20	Bernice Jarzombek	13880 Dusty Flds	8.85	Bexar	339772	July 20, 2010	July 20, 2020
10-A-20	Bernice Jarzombek	13880 Dusty Flds	2.3	Bexar	339773	July 20, 2010	July 20, 2020
10-A-19	Estate of Howard Schaefer and Estate of Alice	No Address Provided on CAD	25.39	Comal	75463	July 6, 2010	July 6, 2020
10-A-19	Estate of Milton W Schaefer and Estate of Melinda Birdsong	6335 FM 482	74.99	Comal	79012	July 6, 2010	July 6, 2020
10-A-19	Estate of Milton W Schaefer and Estate of Melinda Birdsong	No Address Provided on CAD	5.01	Comal	75462	July 6, 2010	July 6, 2020
10-A-20	Evelyn Zuercher	13597 lh 10 E	35.32	Bexar	339362	July 20, 2010	July 20, 2020
10-A-19	Friesenhahn RVCBL LFTM TRST ET AL	No Address Provided on CAD	1.13	Comal	78923	July 6, 2010	July 6, 2020
10-A-19	Friesenhahn RVCBL LFTM TRST ET AL	No Address Provided on CAD	0.573	Comal	374148	July 6, 2010	July 6, 2020
10-A-20	Gerald Clayton and Susan F Cutshall	13782 Dusty Flds	20.3	Bexar	339744	July 20, 2010	July 20, 2020
10-A-20	Gerald Clayton and Susan F Cutshall	Dusty Flds	1.69	Bexar	1050203	July 20, 2010	July 20, 2020
10-A-19	Howard and Alice Schaefer	No Address Provided on CAD	0.91	Comal	79018	July 6, 2010	July 6, 2020
10-A-19	Howard and Alice Schaefer	6185 FM 482	30.98	Comal	79017	July 6, 2010	July 6, 2020
10-A-19	Howard and Alice Schaefer	No Address Provided on CAD	24.66	Comal	75468	July 6, 2010	July 6, 2020
10-A-20	Jerome G and Debra J Kiolbassa	13825 Dusty Flds	3.01	Bexar	340030	July 20, 2010	July 20, 2020
10-A-20	Joe J and Jeanette Vrana	13915 Dusty Flds	10.811	Bexar	339348	July 20, 2010	July 20, 2020
10-A-20	Julian Cano	13597 lh 10 E	32.7	Bexar	339359	July 20, 2010	July 20, 2020
10-A-19	Martin and Jana Friesenhahn	No Address Provided on CAD	8.74	Comal	374146	July 6, 2010	July 6, 2020

10-A-19	Martin and Jana Friesenhahn	No Address Provided on CAD	1.65	Comal	374145	July 6, 2010	July 6, 2020
10-A-19	Martin and Jana Friesenhahn	22900 Old Nacogdoches Road	2.47	Comal	374144	July 6, 2010	July 6, 2020
10-A-19	Martin and Jana Friesenhahn	No Address Provided on CAD	1.04	Comal	374147	July 6, 2010	July 6, 2020
10-A-20	Raul Martinez	7723 Trainer Hale Road	14.75	Bexar	339341	July 20, 2010	July 20, 2020
10-A-20	Riedel Acquisition LC	14210 Ih10 E	85.03	Bexar	339353	July 20, 2010	July 20, 2020
10-A-20	Rockie and Lashanda Carter	7783 Trainer Hale Road	19.92	Bexar	339771	July 20, 2010	July 20, 2020

# Exhibit B

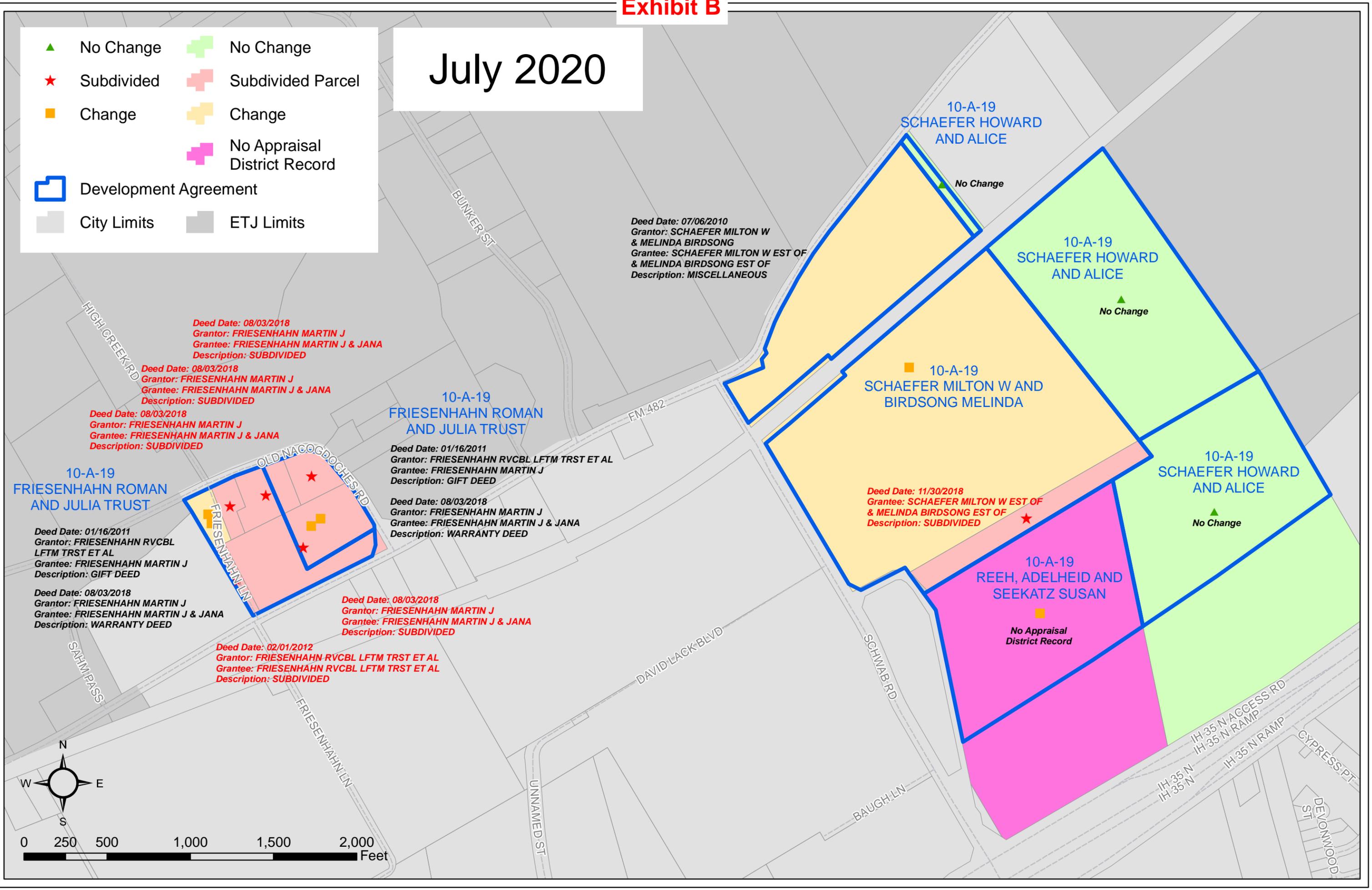
## July 2020

 No Change	 No Change
 Subdivided	 Subdivided Parcel
 Change	 Change
 Development Agreement	 No Appraisal District Record
 City Limits	 ETJ Limits



# July 2020

 No Change	 No Change
 Subdivided	 Subdivided Parcel
 Change	 Change
 Development Agreement	 No Appraisal District Record
 City Limits	 ETJ Limits



**EXHIBIT C**  
**(Development Agreement Extension Example)**

## DEVELOPMENT AGREEMENT EXTENSION

This DEVELOPMENT AGREEMENT EXTENSION (“Extension”), dated \_\_\_\_\_, 2020 (“Effective Date”), made by and between the CITY OF SCHERTZ, TEXAS, a home rule municipality located in Guadalupe County, Texas (“City”), and [Property Owners Name] (“Landowner”), collectively (“Parties”);

WHEREAS, Landowner owns certain real property located in [County in which the property is in] County, Texas that is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E of that chapter of the Tax Code and such real property being more particularly depicted in **Exhibit A** attached hereto and incorporated into this agreement (the “Property”);

WHEREAS, Texas Local Government Code Section 43.016 requires that before unilateral annexation of a property which is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E of that chapter that a municipality must offer a development agreement to said property owner pursuant to Texas Local Government Code Section 212.172 that guarantees the continuation of the extraterritorial status of the area for a certain time and authorizes the enforcement of all regulations and planning authority of the municipality that do not interfere with the use of the area for agriculture, wildlife management, or timber; and

WHEREAS, the Parties entered into a Development Agreement that both agree satisfies the requirements of Texas Local Government Code Sections 43.016 and 212.172 and as attached hereto as **Exhibit B**; and

WHEREAS, in recognition of the mutual benefits to be derived from the controlled development of the Property and its guaranteed continued extra territorial status for a certain time, the Parties desire to enter into this Extension, pursuant to Sections 212.172 and 43.016 of the Local Government Code of the State of Texas, to evidence their agreements with respect to guaranteeing the continuation of the extraterritorial status of the land and its immunity from annexation by the City for a period of years, extending the municipality’s regulatory authority over the land by providing for all regulations and planning authority of the City that do not interfere with the use of the area for its currently appraised purpose, authorizing enforcement by the City of certain regulations in the same manner the regulations are enforced within the City’s boundaries and authorizing enforcement by the City of certain agreed upon land use and development regulations; and

WHEREAS, the City of Schertz City Council authorized and approved this Extension at a regularly scheduled council meeting subject to the Open Meetings Act in compliance with the laws of the State of Texas and the ordinances and Charter of the City of Schertz on \_\_\_\_\_.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained or referred to herein, the receipt and sufficiency of which is hereby acknowledged by the City and the Landowner, the Parties hereto agree as follows:

## **PURPOSE**

The Agreement entered between the Parties was for a period of ten (10) years, after which the City was to begin the process of annexation. In March of 2020, a nationwide and statewide declaration of public health emergency was declared by President Trump and Governor Abbott respectively. Such declarations significantly limited the ability of the City and Landowner to adequately discuss and/or negotiate the annexation of the Property in a manner satisfactory to the Parties. There exists a possibility that the City will begin a review and possible update of the Comprehensive Plan that could influence the future land use in the City. Because of the foregoing factors, the Parties agree that it is in the best interest of the Parties to continue the extraterritorial status of the area for a certain time and authorize the continued enforcement of all regulations and planning authority of the municipality that do not interfere with the use of the area for agriculture, wildlife management, or timber.

Therefore, the Parties hereby agree that the Original Development Agreement attached hereto as Exhibit B is hereby extended for a period of two (2) additional years from the effective date. Any terms and conditions of the Original Development Agreement not amended herein shall remain in effect for the duration of the Extension.

Section 1. City Covenants remains and is amended by adding the following: The Parties agree that with respect to municipal services, **Exhibit C** shall constitute a negotiated written agreement regarding services for purposes of voluntary annexation pursuant to the Agreement, and as required by Local Government Code Section 43.0672

Section 2. Landowner Covenants remains and is amended as follows: references to Local Government Code Section 43.035(b)(1)(B) shall be Local Government Code Section 43.016(b)(1)(B) as Redesignated by Acts 2017, 85<sup>th</sup> Leg., 1<sup>st</sup> C.S., ch.6 (S.B.6), Section 9, effective Dec.1, 2017.

Section 3. Remedies; No Vested Rights remains and is amended as follows: the reference to Local Government Code Section 43.035(b) shall be Local Government Code Section 43.016(b) as Redesignated by Acts 2017, 85<sup>th</sup> Leg., 1<sup>st</sup> C.S., ch.6 (S.B.6), Section 9, effective Dec.1, 2017.

Section 4. Eminent Domain remains unchanged

Section 5. Term; Annexation at End of Term remains and is amended as follows:

(a) The term of this Extension is the earliest to occur of (i) January 1, 2024, (ii) [unchanged] (iii) [unchanged] (iv) [unchanged]

(b) [unchanged]

(c) [add] The City shall conclude any Annexation proceedings commenced under the terms of this Agreement before December 31, 2024 unless an earlier conclusion is required by an applicable statutory timeline.

Section 6. Initial Zoning Upon Annexation is amended as follows: Upon annexation the property shall be zoned in accordance with the uses and procedures set forth in the City's Comprehensive Land Plan and Unified Development Code.

Section 7. Sale of Land; Change in Exemption Status remains unchanged

Section 8. Recordation remains unchanged

Section 9. Subsequent Change in Law remains unchanged

Section 10. Survival remains unchanged

Section 11. No Implied Waiver remains unchanged

Section 12. Successors and Assigns remains and is amended as follows: [add] The parties may not assign this Agreement to any other person or entity without the prior written consent of the other; provided, however, that no such assignment shall operate to release the assigning party from its obligations hereunder. This Agreement and all of its terms and provisions shall be binding upon and inure to the benefit of the City and the Landowner and their respective successors and assigns, including all future owners of the Property.

Section 13. Approvals or Consents remains unchanged

Section 14. Addresses and Notices is amended as follows:

If to the Landowner:

Property Owners Name

Property Owners Mailing Address

Section 15. Severability remains unchanged

Section 16. Merger remains unchanged

Section 17. Cooperation remains unchanged

Section 18. Governing Law remains unchanged

Section 19. Counterparts remains unchanged

*[the remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, by the Parties hereto have executed this Extension by duly authorized representatives, all as of the Effective Date first above written.

City:

**CITY OF SCHERTZ,**  
a Texas municipal corporation

By: \_\_\_\_\_

Name: Mark Browne City Manager

Date: \_\_\_\_\_

THE STATE OF TEXAS           §  
  §  
COUNTY OF GUADALUPE       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2020 by Mark Browne, City Manager of the City of Schertz, Texas, a Texas municipal corporation, on behalf of said City.

(SEAL)

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

My Commission Expires: \_\_\_\_\_

THE LANDOWNER:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

THE STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2020 by [Property Owners Name].

(SEAL)

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

My Commission Expires: \_\_\_\_\_

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** October 27, 2020  
**Department:** Fire Department  
**Subject:** Resolution No. 20-R-126 – Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to sign an Interlocal Agreement for Fire Protection Services in Guadalupe County between, the City of Schertz, and the City of Seguin. (C. Kelm/K. Long)

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**BACKGROUND**

The Schertz Fire Department is charged with the responsibility of regional fire suppression, protection and prevention. The Fire Department responds to fire and emergency calls in portions of unincorporated Guadalupe County, and responds in support of other county departments when needed. This has been an annual agreement between Seguin, Cibolo, and the City of Schertz. One change to note, this year the agreement becomes a 1-year agreement instead of a three-year agreement. In addition, Cibolo and Schertz will have separate contracts with the City of Seguin instead of all being on one ILA.

**GOAL**

Approval of Resolution No. 20-R-126

**COMMUNITY BENEFIT**

**Community Benefit**

Providing Fire Protection Services to these areas outside the City typically does not adversely impact our responses within the City. We would respond in that area for structure fires with or without the agreement due to our area-wide mutual aid agreement. By maintaining this agreement for Guadalupe County, we are able to receive some financial assistance along with providing services in an area that would otherwise be without fire service.

**SUMMARY OF RECOMMENDED ACTION**

Staff recommends Council approval of Resolution 20-R-126 to authorize the City Manager to sign the Interlocal Agreement for Fire Protection Services in Guadalupe County between the City of Schertz, and the City of Seguin.

**FISCAL IMPACT**

The City will receive revenue from the City of Seguin in the amount of \$33,453 per year under this agreement. This is an 11% increase from the last ILA.

**RECOMMENDATION**

Staff recommends Council approval of Resolution 20-R-126 to authorize the City Manager to sign the Interlocal Agreement for Fire Protection Services in Guadalupe County between the City of Schertz, and the City of Seguin.

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**Attachments**

20-R-126

Schertz Seguin ILA - Exhibit D

Exhibit A

Exhibit B

Exhibit C

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**RESOLUTION NO. 20-R-126**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO SIGN AN INTERLOCAL AGREEMENT FOR FIRE PROTECTION SERVICES IN GUADALUPE COUNTY BETWEEN THE CITY OF SCHERTZ, AND THE CITY OF SEGUIN, AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City of Schertz Fire Rescue Department provides fire service to the citizens of Schertz and is a participant in multiple mutual aid agreements among other jurisdictions to provide and receive fire and rescue services; and

WHEREAS, the County of Guadalupe has need of fire services in unincorporated Guadalupe County and historically contracts with the nearest fire departments to provide that service; and

WHEREAS, it is of benefit to both parties and to the residents in those areas, to enter into this Agreement to efficiently provide that service to the areas designated in the Agreement ; now therefore,

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

Section 1. The City Council hereby authorizes the City Manager to execute the Interlocal Agreement to provide fire service to areas within Guadalupe County as set forth in Exhibit A,B,C, and D.

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 27<sup>th</sup> day of October 2020.

CITY OF SCHERTZ, TEXAS

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Ralph Gutierrez, Mayor

ATTEST:

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Brenda Dennis, City Secretary

(CITY SEAL

**STATE OF TEXAS**

**COUNTY OF GUADALUPE**

**INTERLOCAL AGREEMENT FOR FIRE PROTECTION SERVICES IN  
GUADALUPE COUNTY BETWEEN THE CITY OF SCHERTZ AND THE CITY  
OF SEGUIN**

This agreement is entered into by and between the City of Seguin ("Seguin"), a municipal corporation situated in Guadalupe County, Texas and the City of Schertz ("Schertz"), a municipal corporation situated in Guadalupe County, Texas (collectively the "Cities").

Authority is granted pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

**WHEREAS**, Guadalupe County desires to provide fire protection services to citizens of the County residing outside the city limits of the City of Seguin, in an area more particularly described in Exhibit "A" attached hereto and incorporate herein, hereinafter called the "designated area"; and

**WHEREAS**, Guadalupe County desires to provide fire protection services to citizens of the County residing outside the city limits of the City of Schertz, in an area more particularly described in Exhibit "B" attached hereto and incorporate herein, hereinafter called the "designated area"; and

**WHEREAS**, Guadalupe County desires to provide backup fire protection services to the Volunteer Fire Departments serving the unincorporated areas described in the above Exhibit "C"; and

**WHEREAS**, the Cities currently provide fire protection services to their respective residents with fulltime professional personnel on a twenty-four hour, seven days a week basis and are willing to provide such services to certain areas of the County, according to the terms and conditions stated in an Interlocal Agreement between Guadalupe County and the City of Seguin;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreement stated herein, the Cities agree as follows:

I.

The purpose of this agreement is to allow Seguin to provide fire protection services to the designated areas as described in Exhibit "A;" and, to allow Schertz to provide fire protection services to the designated areas described in Exhibit "B". Additionally, the cities will provide mutual aid fire protection services as needed to the other unincorporated areas of Guadalupe County.

II.

The term of this agreement shall be for one year, beginning October 1, 2020 and ending September 30, 2021.

III.

Seguin and Schertz agree to provide fire protection services to the designated areas including extrication and other rescue services to support the EMS contract. Said services shall be provided from existing fire station locations within each of the respective Cities. It is understood and agreed that the fire fighting equipment and personnel of Seguin or Schertz shall give priority to calls within their respective city at all times. In the event of such emergency, the Seguin Fire/EMS Department and the Schertz Fire Department will call upon its mutual aid agreements to provide next available units.

IV.

Seguin agrees to pay the sum of \$33,453.08 per year, paid in twelve monthly installments of \$2,787.75 to the City of Schertz for services rendered under this agreement following receipt of payment from Guadalupe County.

V.

The Cities agree that all equipment and personnel of Seguin and Schertz used in the provision of services hereunder shall be and remain the sole management and budgetary authority of the City Manager for each city.

VI.

No amendment, modification, or alteration shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the Cities.

VII.

Notice to the City of Seguin shall be delivered to the City Manager, City of Seguin, 205 N. River Street, Seguin, Texas 78156. Notice to the City of Schertz shall be delivered to :City Manager, City of Schertz, 1400 Schertz Parkway, Schertz, Texas 781154. This agreement shall be binding upon and inure to the benefits of the Cities and their respective legal representatives, successors, and assigns where permitted by this agreement.

VIII.

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this

agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IX.

This agreement constitutes the sole and only agreement of the Cities and supersedes any prior understandings or written or oral agreements between and the Cities respecting the subject matter.

X.

To the fullest extent permitted by law, each City shall and does hereby agree to indemnify, protect, defend, and hold harmless the other City, its officers, agents and employees, for, from and against all claims, demands, liabilities, damages, costs, suits, losses, liens, expenses, causes of action, judgments, and fees (including court costs, attorney's fees, and costs of investigation), of any nature, kind, or description by, through, or of any person or entity whomsoever arising out of, or alleged to have arisen out of, (in whole or in part) the work to be performed, or in any way whatsoever in connection therewith. Pursuant to Texas Government Code 791.006, the governmental unit that would have been responsible for furnishing the services in the absence of a contract is responsible for any civil liability that arises from the furnishing of those services. Nothing in this agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practices and Remedies Code, or other law. This agreement is not a joint enterprise for the purpose of assigning or determining liability.

XI.

Any of the Cities shall have the right to terminate this agreement with a ninety (90) day written notice.

This Agreement is executed this 27 day of October, 2020.

CITY OF SEGUIN

CITY OF SCHERTZ

By: \_\_\_\_\_  
Steve Parker  
City Manager  
City of Seguin

By: \_\_\_\_\_  
Mark Browne  
City Manager  
City of Schertz

Attest: \_\_\_\_\_  
Naomi Manski  
City Secretary

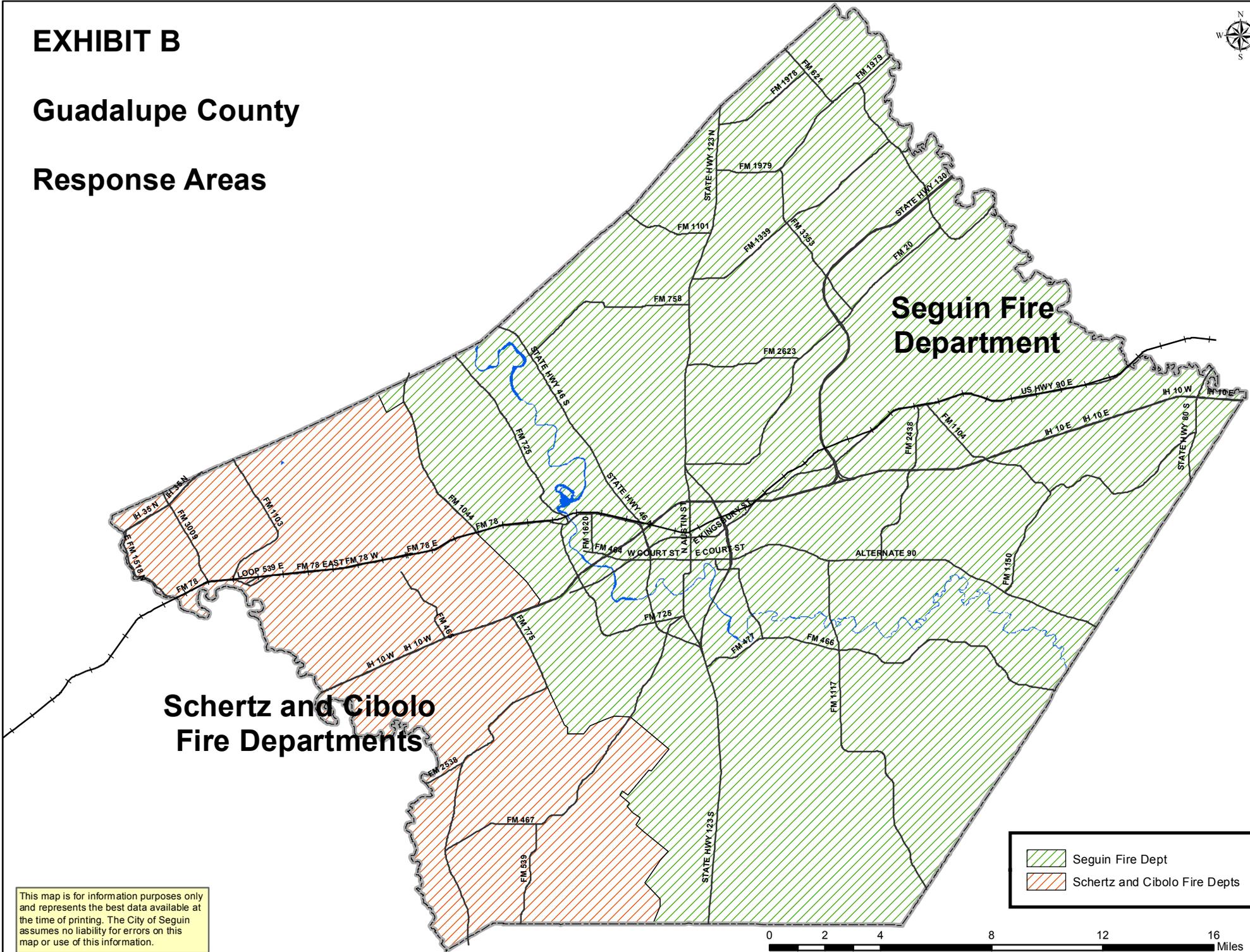
\_\_\_\_\_  
Brenda Dennis  
City Secretary



# EXHIBIT B

## Guadalupe County

### Response Areas



This map is for information purposes only and represents the best data available at the time of printing. The City of Seguin assumes no liability for errors on this map or use of this information.



**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** October 27, 2020  
**Department:** Emergency Medical Services  
**Subject:** Resolution No. 20-R-127– Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing an amendment to an interlocal agreement with Schertz-Cibolo-Universal City Independent School District (SCUCISD) for EMS services. (C. Kelm/J. Mabbitt)

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**BACKGROUND**

On July 11, 2017, City Council approved Resolution 17-R-48 authorizing an interlocal agreement with Schertz-Cibolo-Universal City Independent School District (SCUCISD) for EMS services. Included in the agreement was Exhibit A (Fee Schedule). The agreement allowed for annual reviews of the fee schedule. In the 2020 annual review, it was determined that two items needed to be increased due to an increase in City costs. SCUCISD has approved the adjusted fee schedule.

**GOAL**

To authorize an amendment to an interlocal agreement with SCUCISD for EMS services.

**COMMUNITY BENEFIT**

EMS provides services and supplies such as CPR/First Aid Classes in support of District operations for campus nurses, transportation and maintenance departments, special education teachers and coaches. We have several of their instructors under our ASHI (American Safety & Health Institute) Training Center and AHA (American Heart Association) Training Site. We provide standby services (approximately 35 games) at junior high, junior varsity and varsity games, have a medication takeback (disposal program), Health Fairs/Careers on Wheels events, EMS week school visits (all elementary schools), demonstrations for Law Enforcement and Health Science Tech classes, and supply ASHI and AHA items such as cards, books, class materials, and other value added services to the District. We also provide AEDs, pads and batteries and are able to download events in the instances the AEDs are used.

**SUMMARY OF RECOMMENDED ACTION**

Staff recommends approval of the attached Resolution authorizing an amendment to an interlocal agreement with the Schertz-Cibolo-Universal City Independent School District.

**FISCAL IMPACT**

The overall impact to the EMS Department is expected to be approximately \$20,000 in revenue, which will offset labor costs, fuel, and ambulance supplies/maintenance costs.

All other costs (AEDs, pads, batteries, CPR cards, etc.) associated with the ILA will be reimbursed by SCUCISD.

### **RECOMMENDATION**

The City recommends Council approval of Resolution 20-R-127 to authorize an amendment to an interlocal agreement with SCUCISD for EMS services.

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### **Attachments**

Resolution 20-R-127

Resolution 17-R-48

Amendment 1

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**RESOLUTION NO. 20-R-127**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN AMENDMENT TO AN INTERLOCAL AGREEMENT WITH THE SCHERTZ-CIBOLO-UNIVERSAL CITY INDEPENDENT SCHOOL DISTRICT FOR EMS SERVICES AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, it is the desire of the aforesaid parties to comply with and further the policies and purposes of the Interlocal Cooperation Act; and

WHEREAS, authority for such partnerships is granted under Texas Government Code §§ 791.001 et seq as amended; and

WHEREAS, The purpose of interlocal agreements between authorized agencies is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state including functions normally associated with the routine operation of government, including functions such as public health and welfare including EMS services, personal services, purchasing of supplies and equipment repair; and

WHEREAS, the City staff of the City of Schertz has recommended that the City Council authorizes an amendment to an interlocal agreement with the Schertz-Cibolo-Universal City Independent School District (SCUCISD) for EMS services;

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

Section 1. The City Council hereby authorizes an amendment to an interlocal agreement with SCUCISD in substantially the forms set forth on Exhibit A.

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

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

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

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application

of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

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

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

PASSED AND ADOPTED, this 27th day of October 2020.

CITY OF SCHERTZ, TEXAS

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Ralph Gutierrez, Mayor

ATTEST:

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City Secretary, Brenda Dennis

**RESOLUTION NO. 17-R-48**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE SCHERTZ-CIBOLO-UNIVERSAL CITY INDEPENDENT SCHOOL DISTRICT FOR EMS SERVICES AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, it is the desire of the aforesaid parties to comply with and further the policies and purposes of the Interlocal Cooperation Act; and

WHEREAS, authority for such partnerships is granted under Texas Government Code §§ 791.001 et seq as amended; and

WHEREAS, The purpose of interlocal agreements between authorized agencies is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state including functions normally associated with the routine operation of government, including functions such as public health and welfare including EMS services, personal services, purchasing of supplies and equipment repair; and

WHEREAS, the City staff of the City of Schertz has recommended that the City enter into an interlocal agreement with the Schertz-Cibolo-Universal City Independent School District (SCUCISD) for EMS services; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into an interlocal agreement with SCUCISD for EMS services;

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

Section 1. The City Council hereby authorizes the City Manager to enter into the Agreement with SCUCISD in substantially the forms set forth on Exhibit A.

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

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

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

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application

of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

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

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

PASSED AND ADOPTED, this 11th day of July, 2017.

CITY OF SCHERTZ, TEXAS

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Michael R. Carpenter, Mayor

ATTEST:

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Deputy City Secretary, Donna Schmoekel

(CITY SEAL)

EXHIBIT A  
ILA with SCUCISD

M+K

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
THE CITY OF SCHERTZ, TEXAS, AND  
SCHERTZ-CIBOLO-UNIVERSAL CITY INDEPENDENT SCHOOL DISTRICT**

This Agreement is made and entered into by the **City of Schertz, Texas** (hereinafter referred to as "Schertz" and/or "City"), a political subdivision of the State of Texas acting through its City Council, and the **Schertz-Cibolo-Universal City Independent School District** (hereinafter referred to as "SCUCISD"), a political subdivision of the State of Texas acting through its Board of Trustees (Schertz and SCUCISD collectively referred to as the "Parties") and in this regard hereto mutually agree and state as follows:

WITNESSETH

WHEREAS, Chapter 791 of the Texas Government Code, as amended, entitled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services;

WHEREAS, The purpose of interlocal agreements between authorized agencies is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state including functions normally associated with the routine operation of government, including functions such as public health and welfare including EMS Services, personal services, purchasing of supplies, and equipment repair;

WHEREAS, SCUCISD has determined it is in its best interest to enter into an agreement with Schertz to make such services on a non-exclusive basis available to SCUCISD in the City's corporate limits within SCUCISD's jurisdiction and SCUCISD's campuses in Universal City (the "Service Area"),

WHEREAS, Schertz has determined it is in the best interest of its community to provide such services to SCUCISD within the Service Area; and

WHEREAS, SCUCISD is willing to pay the associated costs for provision of services and supplies as set out herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

The Superintendent of SCUCISD and the City Manager of the City of Schertz are hereby authorized and directed to execute on behalf of the Parties to this Agreement.

I.

1. Schertz agrees to make available a CPR and First Aid program to teach CPR and First Aid to District staff and students. Schertz EMS will also provide instructional materials for these

classes in order to align with the curriculum. Materials will be billed as per the attached fee schedule.

1.1. Schertz EMS will make available an Automated External Defibrillator (AED) program allowing the District to purchase AED's at competitive prices and maintenance of units purchased consisting of replacing the pads/batteries per manufactures' recommended replacement schedule, tracking those expiration dates, tracking any use of a unit and tracking serial numbers and extended warranties. For items purchased from and provided by Schertz EMS, Schertz will also attempt to troubleshoot the AED should any malfunctioning occur. If Schertz EMS cannot resolve the issue, they will work with the manufacturer to arrange servicing of the item. In the event that an AED is used, Schertz EMS will obtain the unit and download any pertinent event information from the unit as needed.

1.2. Schertz EMS will be available to perform medical standby for events held by SCUCISD. These include but are not limited to varsity, junior varsity and junior high football games. Schertz EMS will provide two (2) personnel on each apparatus that is scheduled for a standby. All medical equipment will be provided by Schertz EMS. These standbys will be charged at an hourly rate listed on the attached fee schedule. The time will be rounded up to the nearest quarter of an hour. Schertz EMS will need a minimum of a one week notice prior to the event in order to properly staff the standby.

1.3. Schertz EMS shall also provide on an as needed basis the Hepatitis B Vaccine series to SCUCISD staff that are in need of it. The series consists of three doses of the vaccine. The individual staff member will be responsible for contacting Schertz EMS to schedule their doses of the vaccine. The District shall pay for the vaccine as per the attached fee schedule.

1.4. Schertz EMS may also participate in demonstrations and public relation type events throughout the school year with SCUCISD. These demonstrations may include but are not limited to mock ambulance type calls, showing students and staff our various pieces of equipment or teaching skills to the students and/or staff free of charge. Typical activities/demonstration are included in the fee schedule.

1.5. Schertz EMS will also provide a service to take back any unused or expired medications at the end of the year from the school nurses at no charge. They will dispose of them properly using their biohazard pickup procedures.

1.6. SCUCISD understands and agrees notwithstanding other provisions herein that the City of Schertz employees and Schertz EMS staff shall at all times be deemed officers and employees of the City of Schertz and shall be primarily responsible and answerable to and under the City of Schertz management and leadership.

## II.

2.1 SCUCISD agrees to pay to Schertz from current revenues available with payment in arrears net 30 after receipt of any products or services. The Parties agree at such times as are convenient and necessary to adjust and/or re-compute the fee schedule as herein provided when

there exist circumstances and conditions making such adjustments necessary and desirable to accomplish the objectives of this Agreement.

2.2 SCUCISD certifies that all payments due under this Agreement shall be paid out of the then current fiscal year funds.

2.3 All Parties agree that Schertz EMS shall be employed by Schertz and, as such, shall be provided with all salaries and benefits of similarly-situated and classified employees of Schertz.

### III.

3.1 The Parties agree that the terms and provisions of this Agreement shall commence at 8 a.m. on June 21<sup>st</sup>, 2017 and shall continue in full force and effect for a three-year period ending on August 31<sup>st</sup>, 2020 and, subject to agreement on the Consideration by the Parties, shall automatically annually renew for an additional periods of twelve (12) months, unless the Parties hereto shall have previously exercised their right to cancel this Agreement as hereinafter provided.

3.2 This Agreement may be terminated at any time by either Party, with or without cause, upon no less than Sixty (60) days written notice delivered by hand or U.S. Certified Mail to the other Party. No termination will relieve the obligation of SCUCISD to pay Schertz for any amounts due and payable for Services performed hereunder prior to termination.

3.3 This Agreement may be terminated by any Party upon not less than thirty (30) days written notice should another Party fail substantially to perform in accordance with the terms of this Agreement through no fault of the Party initiating the termination.

### IV.

4.1 This Agreement shall bind and benefit each Party and their legal successors, but shall not otherwise be assignable, in whole or in part, by any Party without first obtaining the written consent of the other Party.

### V.

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

5.1.2 The Services provided for herein are governmental functions, and the City and SCUCISD shall be engaged in the conduct of a governmental function while providing and/or performing any Service pursuant to this Agreement.

5.1.3 The relationship of SCUCISD and the City shall, with respect to that part of any Service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.

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

5.2.1 SCUCISD Insurance or Coverage. The City shall have no liability whatsoever for or with respect to SCUCISD's use of any SCUCISD property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of SCUCISD, and SCUCISD covenants and agrees as follows:

5.2.2 SCUCISD shall be solely responsible, as between SCUCISD and the City and the agents, officers, and employees of the City, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by SCUCISD or its agents, officers, employees, and subcontractors, while on SCUCISD property or while using any SCUCISD facility or performing any function or providing or delivering any service undertaken by SCUCISD pursuant to this Agreement;

5.2.3 For and with respect to SCUCISD property or SCUCISD's use of any SCUCISD facility, SCUCISD hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to insure SCUCISD and its agents, officers, and employees from and against any claim, cause of action, or liability arising out of or from the action, omission, or failure to act by SCUCISD, its agents, officers, employees, and subcontractors in the course of their duties.

5.3.1 City's Insurance or Coverage. SCUCISD shall have no liability whatsoever for the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the City, and the City covenants and agrees as follows:

5.3.2 The City shall be solely responsible, as between the SCUCISD and the City and the agents, officers, and employees of SCUCISD, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the City or its agents, officers, employees, and subcontractors, while performing any function or providing or delivering any Service undertaken by the City pursuant to this Agreement;

5.3.3 For and with respect to the Services to be provided by the City to SCUCISD pursuant to this Agreement, the City hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to insure the City and its agents, officers, and employees from and against any claim, cause of action, or liability arising out of or from the action, omission or failure to act by the City, and its agents, officers, employees, and subcontractors in the course of their duties.

5.4 It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing its liability and potential liability pursuant to this Agreement; each Party hereto reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the

services provided and/or any circumstances arising under this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither Schertz nor SCUCISD shall be held legally liable for any claim or cause of action arising pursuant to, or out of the services provided under, this Agreement except as specifically provided herein or by law.

5.5 No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

## VI.

6.1 All correspondence and communications concerning this Agreement shall be directed to:

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

SCUCISD: Schertz-Cibolo-Universal City Independent School District  
1060 Elbel Road  
Schertz, Texas 78154  
Attention: Superintendent

Notices required hereunder shall be hand-delivered or sent by certified mail, return receipt requested.

## VII.

7.1 This Agreement inures to the benefit of and obligates only the Parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a Party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.

## VIII.

8.1 If any provision of this Agreement shall be deemed void or invalid, such provision shall be severed from the remainder of this Agreement, which shall remain in force and effect.

## IX.

9.1 This Agreement is the entire agreement between SCUCISD and Schertz as to the subject matter hereof, and is the sole and only agreement of the Parties and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This

Agreement may be amended only by written instrument duly approved and executed by the Parties in accordance with the formalities of this Agreement.

X.

10.1 The Parties agree this Agreement shall be construed under the laws of the State of Texas, and obligations under the Agreement shall be performed in Guadalupe County, Texas.

The Parties hereto have executed this Agreement this 20<sup>th</sup> day of June, 2017.

**SCHERTZ-CIBOLO-UNIVERSAL CITY INDEPENDENT SCHOOL DISTRICT**

By:   
\_\_\_\_\_  
Dr. Greg Gibson  
Superintendent of Schools

Attested by:   
\_\_\_\_\_

**CITY OF SCHERTZ**

By: \_\_\_\_\_  
John Kessel,  
City Manager

Attested by: \_\_\_\_\_

Exhibit A

Fee Schedule

- CPR Program

Fee Schedule

Item	Fee
ASHI CPR Class (taught by Schertz EMS)	\$30/person
ASHI First Aid Class (taught by Schertz EMS)	\$30/person
ASHI CPR/First Aid Class (taught by Schertz EMS)	\$50/person
ASHI Instructor Class (taught by Schertz EMS)	\$50/person
AHA BLS Class (taught by Schertz EMS)	\$40/person
AHA Instructor Class (taught by Schertz EMS)	\$50/person
ASHI CPR e-cards or paper cards	\$5.50/each
ASHI First Aid e-cards or paper cards	\$5.50/each
ASHI CPR & First Aid e-cards or paper cards	\$10/each
ASHI CPR text book	\$10/each
ASHI First Aid text book	\$11/each
ASHI CPR Program Packet (DVD & class material)	\$150/each
ASHI First Aid Program Packet (DVD & class material)	\$150/each
ASHI Instructor Update (every 5 years)	\$40/each
ASHI Instructor Renewal (every 2 years)	\$20/each
AHA BLS Program Packet (DVD & class material)	\$125/each
AHA BLS Student Manual	\$15/each
AHA BLS student e-cards	\$5/each
AHA BLS student paper cards	\$6/each
AHA BLS instructor cards	\$5/each
AHA BLS Instructor Update (every 5 years)	\$40/each

- AED Program

Fee Schedule

Item	Fee
Zoll AED Plus package (AED unit, soft sided case, battery, adult pads, maintenance and protocol thru Schertz EMS)	\$1,350/each
AED Alarmed Metal Cabinet	\$150/each
AED Adult Pads (Zoll)	\$155/each
AED Pediatric Pads (Zoll)	\$95/each
AED Replacement Batteries (Zoll)	\$45/each
AED Maintenance (for units not purchased thru Schertz EMS)	\$25/unit/year

- Standby Program

These standbys will be charged at an hourly rate listed on the fee schedule below. The time will be rounded up to the nearest quarter of an hour. Schertz EMS will need a minimum of a one week notice prior to the event in order to properly staff the standby.

Fee Schedule

Item	Fee
Ambulance Standby	\$125/hour
Gator Standby	\$95/hour

- Vaccination Program

Fee Schedule

Item	Fee
Hepatitis B Vaccine Series (includes 3 doses)	\$140/each

- Demonstrations/PR Events

Listed below are some of the activities that we have participated in in the past.

Fee Schedule

Item	Fee
Health Fairs/Careers on Wheels	No charge
EMS Week school visits (all elementary schools minimum)	No charge
Law Enforcement class demonstrations	No charge
Health Science class demonstrations	No charge
Shattered Dreams	No charge

- Medication Takeback

Schertz EMS will take back any unused or expired medications at the end of the year from the school nurses at no charge. We will dispose of them properly using our biohazard pickup.



**SCHERTZ-CIBOLO-UNIVERSAL CITY INDEPENDENT SCHOOL DISTRICT**  
**Inspire – Innovate – EXCEL!**

1060 Elbel Road Schertz, Texas 78154 Phone (210) 945-6223 Fax (210) 945-6251 www.scuc.txed.net

**Interlocal Cooperation Agreement**  
**EMS Contracted Services**  
**Amendment Number 1**

The following provisions supplement, modify, amend, and/or delete the standard provisions of the Interlocal Cooperation Agreement ("Agreement ") dated 29 August 2017 for EMS Contracted Services between the Schertz- Cibolo-Universal City Independent School District and the City of Schertz Texas, and control to the extent of any conflict with such standard provisions. Where a portion of the Agreement is not supplemented, modified, amended and/or deleted by these Amendments, such unaltered portions of the Agreement shall remain in effect.

The purpose of this Amendment is to;

Adjust the consideration for Items listed in Exhibit A under the AED program and Vaccination Programs.

**1) Under AED Program Fee Schedule**

a) CHANGE the price of the AED Adult Pads (Zoll) from \$155 to read \$165 an increase of \$10.00.

**2) Under the Vaccination Program Fee Schedule**

a) CHANGE the price of the Hepatitis B Vaccine Series (includes 3 doses) from \$140 to read \$200 and increase of \$60.00.

AGREED AND ACCEPTED

Schertz-Cibolo-Universal City ISD

City of Schertz

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Matthew J. Rivera, C.P.M., CTA

Name: \_\_\_\_\_

Title: Director of Purchasing & Supply

Title: \_\_\_\_\_

Date: Sept 25, 2020

Date: \_\_\_\_\_



*SCUC ISD, a diverse community founded in trust and transparency, commits to empower all students to fulfill lifelong potential through inspiring learning experiences*

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** October 27, 2020  
**Department:** Fire Department  
**Subject:** Resolution No. 20-R-128 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing expenditures for the Fire Department with Motorola totaling no more than \$120,000.00 for communication equipment during the 2020-2021 fiscal year and other matters in connection therewith. (C. Kelm/K. Long)

---

**BACKGROUND**

Motorola is our provider for two-way radio communications in public safety vehicles. Motorola's radios were selected as the best equipment to meet public safety operational needs back in 2014. These radios do meet the P-25 compliance criteria, phase I and II. This radio equipment has a life expectancy of about 7 years. The Fire Dept is starting a replacement process now, so we can make the replacement process spread out over three budget cycles as opposed to all at once.

**GOAL**

To obtain authorization from City Council for expenditures with Motorola, for communication equipment in an amount not to exceed \$120,000.

**COMMUNITY BENEFIT**

Superior communication equipment for Fire, Police, and EMS services. This equipment is used when responding to and mitigating emergency calls.

**SUMMARY OF RECOMMENDED ACTION**

Staff recommends approval of Resolution 20-R-128 authorizing expenditures for the fire department with Motorola totaling no more than \$120,000.00 for communication equipment during the 2020-2021 fiscal year

**FISCAL IMPACT**

Funds for communication equipment are budgeted and available in the FY 20-21 Budget.

**RECOMMENDATION**

Staff recommends approval of Resolution 20-R-128 authorizing expenditures for the fire department with Motorola totaling no more than \$120,000.00 for communication equipment during the 2020-2021 fiscal year

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**RESOLUTION NO. 20-R-128**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EXPENDITURES FOR THE FIRE DEPARTMENT WITH MOTOROLA TOTALING NO MORE THAN \$120,000.00 FOR COMMUNICATION EQUIPMENT DURING THE 2020-2021 FISCAL YEAR AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City of Schertz (the “City”) requires the purchase of Motorola radio equipment; and

WHEREAS, the City Council authorizes the Schertz Fire Department to purchase equipment by Motorola to be invoiced in an amount not to exceed \$120,000.00 for Fiscal Year 2020-2021.

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

Section 1. The City Council hereby authorizes expenditures for the Fire Department with Motorola not to exceed \$120,000.00 for Fiscal Year 2020-2021.

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 27<sup>th</sup> day of October, 2020

CITY OF SCHERTZ, TEXAS

---

Ralph Gutierrez, Mayor

ATTEST:

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Brenda Dennis, City Secretary

(CITY SEAL)

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** October 27, 2020  
**Department:** City Secretary  
**Subject:** Boards, Commissions and Committee Member Appointments - Consideration and/or action appointing Mrs. Judy Goldick for the vacant, alternate position on the Planning & Zoning Commission and appointing Mr. Margarito Banales vacant, alternate position on the Library Advisory Board. (Mayor/Council)

---

**BACKGROUND**

The Interview Committee met on October 13, 2020 and conducted interviews for the vacant positions. Based on the interviews the Interview Committee is recommending the appointment of Mrs. Goldick for the vacant, alternate position on the Planning and Zoning Commission and the appointment of Mr. Banales for the vacant, alternate position on the Library Advisory Board.

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**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** October 27, 2020  
**Department:** Engineering  
**Subject:** Resolution No. 20-R-129 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz authorizing a Professional Services Contract with Halff Associates, Inc., totaling no more than \$390,000, for professional engineering-related services on the Tri-County Parkway reconstruction. (B. James/K. Woodlee/J. Nowak)

**BACKGROUND**

The 2018 Street Preservation and Maintenance Project (SPAM) included reconstruction of Tri-County Parkway from I-35 to Corridor Parkway. It was anticipated that the SPAM program would continue efforts to reconstruct segments of Tri-County Parkway in future projects as funding was available. In order to speed up the reconstruction of the remainder of Tri-County Parkway, the Schertz Economic Development Corporation (SEDC) decided to provide funding to reconstruct the remainder of Tri-County Parkway in a single project with a desired completion date in 2021. The SEDC funding contribution provides funding for not only reconstruction of Tri-County Parkway, but also reconstruction of Lookout Road from Tri-County Parkway to Doerr Lane and cleanup of the islands at each end of Tri-County Parkway (at FM 3009 and IH 35). Additionally, the SEDC funding provides for signalization of the FM 3009/Tri-County Parkway intersection to improve operational efficiency.

In addition to reconstruction of the street section, it was also determined that some of the sanitary sewer lines should be replaced/upsized to provide additional capacity for future development. It is preferable to replace/upsized the sewer lines now in order to avoid having to dig up the street a second time in the future. Two segments of sewer line were identified for replacement/upsizing: Tri-County Parkway from FM 3009 to Lookout Road and Lookout Road from Tri-County Parkway to Doerr Lane. The sewer line replacement/upsizing is also being funded by SEDC.

SEDC’s funding contribution to the project is \$4,050,000, which fully funds all the planned construction activities. The funding was authorized by Resolution 20-R-03 on January 7<sup>th</sup>, 2020, and is contained in the FY201-21 budget.

Plans and specifications will be created for reconstruction of the street segments listed above; replacement/upsizing or the sewer lines, and signalization of the FM 3009/Tri-County Parkway intersection. Staff worked with one of our On-Call Engineering Firms, Halff Associates, Inc., to develop a scope of work for the necessary field investigation, design, and bid package creation for the proposed project. Once the bid package is created, the project will be bid and council will be asked to award a construction contract. With Council approval of the professional services contract, staff anticipates the design can begin and is anticipated to be completed by the end of February; bidding is expected to occur between March and April; Staff will seek Council approval to award the contract which will allow construction to begin. An optimistic timeframe is for the work to be complete by the end of December 2021.

**Tri County Parkway Reconstruction Project Budget**

Engineering	\$390,000
Construction	\$3,660,000 (estimated)
Project Total	\$4,050,000

**GOAL**

To obtain authorization from City Council to execute an agreement with Halff Associates, Inc. to provide professional engineering-related services for \$354,382, and to authorize a not to exceed amount of \$390,000 for the Tri-County Parkway Reconstruction project.

### **COMMUNITY BENEFIT**

The professional engineering-related services will provide complete construction plans for the project and all its elements. The services will provide for the creation of the project bidding documents and bid result analysis, allowing the project to move forward more quickly, allowing construction to be complete by the end of 2021. Completion of the project will provide for additional sanitary sewer capacity; more efficient intersection operation; and an improved, more durable roadway surface for the commercial traffic.

### **SUMMARY OF RECOMMENDED ACTION**

Approval of Resolution 20-R-129 authorizing expenditures with Halff Associates, Inc., totaling no more than \$390,000 for professional engineering-related services for the Tri-County Parkway Reconstruction project.

### **FISCAL IMPACT**

Funding for the professional services' agreement will be paid for from the SEDC funding contribution provided to the City for this purpose.

### **RECOMMENDATION**

Staff recommends that Council approves Resolution 20-R-129 authorizing expenditures with Halff Associates, Inc., totaling no more than \$390,000 for professional engineering-related services for the Tri-County Parkway Reconstruction project.

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### **Attachments**

Resolution 20-R-129  
Halff Task Order No. 2

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**RESOLUTION NO. 20-R-129**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EXPEDITURES WITH HALFF ASSOCIATES, INC., TOTALING NO MORE THAN \$390,000, FOR PROFESSIONAL ENGINEERING-RELATED SERVICES ON THE TRI-COUNTY PARKWAY RECONSTRUCTION PROJECT, AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City staff of the City of Schertz (the “City”) has determined that the City requires professional services relating to engineering and design for the Tri-County Parkway Reconstruction Project; and

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

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

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

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Halff Associates, Inc. pursuant to the On-Call Task Order Agreement attached hereto as Exhibit A (the “Agreement”) up to a maximum total aggregate amount of \$390,000.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Task Order Agreement with Halff Associates, Inc. in accordance with their approved Master Agreement in substantially the form set forth on Exhibit A in the amount of \$354,382.00 and authorize the City Manager to execute and deliver the Task Order in a not to exceed total aggregate amount of \$390,000.00.

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 ADOPTED, this 27<sup>th</sup> day of October, 2020.

CITY OF SCHERTZ, TEXAS

---

Ralph Gutierrez, Mayor

ATTEST:

---

Brenda Dennis, City Secretary

(CITY SEAL)

**EXHIBIT A**  
**TASK ORDER NO. 2 SERVICES AGREEMENT**

This is Task Order  
No. 02, consisting of  
6 pages.

## Task Order

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In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated October 17, 2019 ("Agreement"), Owner and Engineer agree as follows:

### 1. Background Data

- a. Effective Date of Task Order: TBD
- b. Owner: City of Schertz
- c. Engineer: Halff Associates, Inc.
- d. Tri-County Parkway Reconstruction (0.96 Miles)
- e. Specific Project (description):
  - Reconstruct Tri County Parkway from Corridor Parkway to FM 3009 to include 42-foot flexible pavement section utilizing existing curb and gutter,
  - Reconstruct Lookout Road from Tri County Parkway to Doerr Lane to include 42-foot flexible pavement section utilizing existing curb and gutter,
  - Remove monument sign and replace curb and gutter for island at Tri County Parkway and I-35,
  - FM 3009/Tri County Parkway intersection improvements and signalization,
    - Reconfigure island and remove monument sign,
    - Signalization for four-leg intersection, assuming Tri County Parkway extends east of FM 3009,
  - Upsize and Replace existing sewer lines with 18-inch sewer lines,
    - Tri County Parkway from FM 3009 to Lookout Road,
    - Lookout Road from Tri County Parkway to Doerr Lane.

### 2. Services of Engineer

A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:

#### A. Design Phase (90%)

1. As deemed necessary, meet with OWNER officials to discuss the Project.
2. CONSULTANT will assist the CITY during public involvement meetings for up to three (3) meetings and will provide up to three (3) exhibits to used for coordination in those meetings.

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#### Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.  
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American Society of Civil Engineers. All rights reserved.

3. CONSULTANT will verify potential utility conflicts utilizing the utility data collected by survey through 811 locate services will only contact utility companies on a as needed basis. All utilities will be shown on paving and utility design plans but no individual utility map will be provided.
4. Perform field survey required to establish apparent existing right-of-way or easement boundaries (but not right-of-way acquisition surveys) and site topography required to collect information needed in the design of the Project; establish or locate at least two Benchmarks set to U.S. Coast and Geodetic Survey Datum within the job site in accordance with sound engineering practices. Establish or locate at least two additional Benchmarks set to U.S. Coast and Geodetic Survey Datum for the job site outside the limits of construction in accordance with sound engineering practices. Topographic survey will be collected at 100-foot cross sections to develop existing planimetrics and contours. No right of entry agreements are anticipated for this project since all improvements are to remain within the ROW. Show on the preliminary plan existing topographical features including improvements within and outside the right-of-way necessary for the design of the Project. Survey must include all visible utilities and tying of utility-locate paint markings by 811 within the survey area for underground utilities. Provide the necessary number of control points/benchmarks on the ground for the Project and ensuring the horizontal and vertical control correspond with the design plans.
5. Perform the high-level hydrologic analysis of the existing conditions to assess existing surface drainage impacts on pavement. The necessary data collection, hydrology analysis and preparation of a technical memo are included in this task. No drainage design is anticipated or included in this task.
6. Develop intersection island layouts at IH 35 and FM 3009, including landscaping design (low maintenance), and the removal of existing monument signs.
7. Develop signalization for a four-leg intersection at Tri County Parkway and FM 3009. Signal Warrant Study and TIA shall be excluded from this task but can be provided upon request from CITY and negotiation of additional services.
8. When applicable, show adequate existing property line elevations, proposed top of curb elevations, proposed top of channel elevations and adequate proposed flow line elevations on the profiles.
9. Include street and drainage cross sections for every 100-foot stations (plus any intermediate stations if field conditions so dictate) at a scale of 1" = 20'-0" horizontally and 1" = 10'-0" vertically unless otherwise directed by the City Engineer. These designs must combine the application of sound engineering principles with a high degree of economy. Design standards of other agencies, when approved by CITY, must be used when so directed by the City Engineer.
10. Unless directed otherwise by the City Engineer, provide roadway and drainage drawings that include, but are not limited to, plan and profile sheets with the plan portion at a scale of 1" = 40' - 0" and the profile portion at a scale of 1" = 40'-0" horizontally and 1" = 10'-0" vertically. All scales should be conveniently located on each sheet and have the scaled number ratios on corresponding horizontal or vertical scales readily noticeable. All drawings must be submitted on standard 11" by 17" sheets (untrimmed).
11. Develop a plan and profile view set of drawings for the approved recommended sewer alignments in sufficient detail to clearly indicate the problems involved, including approximate locations of existing utilities within the Project site or ROW, and anticipated design to minimize conflicts, as applicable.
12. Prepare a by-pass flow data layout sheet. The sheet shall include existing and proposed sewer mains and manholes within and around the project limits.
13. Ensure that project drawings include, but not be limited to, plan and profile sheets with the plan view at a scale of 1"=40' horizontal and a profile view at a scale of 1"=10' vertical on a standard sheet size of 11"x17". All design drawings shall be submitted on 11"x17", unless stated otherwise.
14. Furnish a Storm Water Pollution Prevention Plan ("SW3P") and Best Management Practices Plan for

control of erosion during and after construction.

15. Prepare a Traffic Control Plan ("TCP") and a plan for pavement markings, signing, and delineators on 11" x 17" plan sheets.
16. If applicable, prepare a request for any design exceptions, including all information necessary to support the request, and submit them to the City Engineer for review and approval.
17. Identify all temporary and permanent easements and/or ROW if applicable.
18. Identify and notify all affected utilities and coordinate plans for utility relocation (if applicable). CONSULTANT must maintain a record of all utility contacts and submit them to CITY.
19. Furnish CITY with one paper copy and one Adobe Acrobat PDF Copy of the Roadway Design Phase (90%) plans and supporting documents, including any and all of those mentioned immediately above. Upon review and approval of the plan and supporting documents, CITY will furnish to CONSULTANT, in writing, approval of the plan and cost estimate and authority to proceed with the Final Design Phase of the Project.

**B. Final Design Phase (100%)**

1. Prepare detailed Agreement drawings, specifications, instructions to bidders, general provisions, proposal and other documents necessary for CITY to advertise for bids, all based on guides furnished CONSULTANT by CITY after authorization has been received from the City Engineer to proceed with the final plans.
  - a. Street cross sections must be included for every 100-foot station (plus any intermediate stations if field conditions so dictate) at a scale of 1" = 20' – 0" horizontally and 1" = 10' – 0" vertically unless otherwise directed by the City Engineer. These designs must combine the application of sound engineering principles with a high degree of economy. Design standards of other agencies, when approved by CITY, must be used when so directed by the City Engineer.
  - b. Detailed specifications will be developed using the City of Schertz Standard Specifications for Public Works Construction, and any other necessary special specifications.
  - c. A specimen copy of standard general provisions, instructions to bidders, and applicable prevailing wage rates will be furnished to CONSULTANT by CITY for incorporation in the specifications for the proposed Project.
2. Prepare a project construction schedule.
3. Prepare and furnish to CITY, one SW3P manual for use during construction.
4. Coordinate plan development with the utility relocation plans of all affected utilities. CONSULTANT must maintain a record of all utility contacts and submit them to CITY. CONSULTANT must arrange all necessary utility coordination meetings. CONSULTANT must provide each utility with a copy of any sheets changed during the Final Plan review process for comment.
5. Prior to the actual printing and delivery of the final plans and specifications, provide one PDF proposal submit to Engineering Section of the Public Works Department for approval or correction as may be deemed necessary. If the plans as submitted by CONSULTANT for final review are deemed by the City Engineer to be incomplete and another review is justified, CONSULTANT shall make the corrections as specified and resubmit one set of revised sheets only and one complete set of Adobe Acrobat PDF files for this review. CONSULTANT shall bear the expense of the additional set of revised sheets and PDF files required for this review.

Upon review and written approval of the advance copies, CONSULTANT shall provide and submit to the City Engineer two sets of Plans and Specifications. CONSULTANT shall also provide plans in digital

format on a CD with each sheet in a separate file with the file name being the sheet number. PDF files must be exact copies of the hard copies.

6. Furnish as a part of CONSULTANT's basic fee not more than two sets of bidding documents. Specifications and proposals must each be provided in one PDF file separate from the plans.

C. Bid Phase:

1. Provide an index of plan sheets and the Itemized Bid Form in a Microsoft Excel format. The Bid Form must have the format, item number, quantities, item description, and price extensions locked so that the bidders cannot change them.
2. Attend a Pre-Bid Conference with City representatives and prospective bidders.
3. Respond to Contractor questions during the bidding process and develop addendum as required
4. Attend the formal opening of bids and tabulate and furnish to CITY an original, five copies, and PDF of the bid tabulation together with written recommendation regarding the award of the contract.

D. Construction Phase:

1. Attend a Pre-construction Conference with the representatives of the interested City Departments and the Contractor.
2. After Contractor's approval, review and take appropriate action (approve with modifications, reject, etc.) upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. This action must be taken with reasonable promptness so as to minimize delay. The reviews and approvals or other action must not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The approval of a specific item will not indicate approval of an assembly of which the item is a component.
3. Review and respond to requests for information (RFIs). RFIs may include to evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor.
4. After completion of the work, and before final payment to the Contractor, it will be CITY's responsibility to require (through contract documents prepared by CONSULTANT) a set of "Record Drawings" from the Contractor, who has control of the work and who is in a position to know how the Project was constructed. CONSULTANT, after receiving this information, shall transfer the information to a set of paper tracings as "Record Drawings" or documents for CITY's permanent file. Record Drawings and documents must also be provided to the CITY in Adobe Acrobat PDF format. CITY shall not hold CONSULTANT liable for the information supplied by the Contractor.

E. SUPPLEMENTAL SERVICES (ALLOWANCE)

1. The CONSULTANT will provide Subsurface Utility Engineering (SUE) services for Level A potholes to locate underground utilities. No work shall be performed until CONSULTANT receives a written authorization to proceed with each pothole requested.

### **3. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B:

**4. Task Order Schedule**

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<b>Party</b>	<b>Action</b>	<b>Schedule</b>
<b>Engineer</b>	<b>Furnish:</b> <b>1. The consultant will submit one set of plans and specifications at the 90%, and two sets of plans at the 100% milestone and will participate in submittal review meetings for each milestone.</b>	<b>Half personnel will be available to commence work upon written notice to proceed.</b>
<b>Owner</b>	<b>1. As Built drawings for roadway</b> <b>2. As Built drawings for public utilities within R.O.W.</b> <b>3. Adjacent development plats.</b>	<b>As Coordinated</b>

**5. Payments to Engineer**

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Fee provided shall be considered lump sum for the services described in this Task Order. ***See attached Exhibit B for Fee Schedule.***

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

**6. Terms and Conditions**

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is to be determined

OWNER:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ENGINEER:

By: \_\_\_\_\_ 

Print Name: Marcos Díaz, PE

Title: Public Works Team Leader

Engineer License or Firm's: F-312

State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

# EXHIBIT B - FEE SCHEDULE

## Tri County Parkway - City of Schertz Estimated Level of Effort for Intermediate and Final Design, and Construction Phase Services

POSITION DESCRIPTION	Sr. Project Manager/QAQC	Project Manager/ Sr. Lands Arch	Mid Project Engineer	Engineer EIT/ Lands Arch	Sr. GIS	Survey Technician	Admin Assistant	Mid RPLS Manager	SUE/Survey Crew 2-man	SubConsultant Fee	Total Labor hrs.	Cost
BILLABLE LABOR RATES	\$265.00	\$199.00	\$160.00	\$115.00	\$115.00	\$115.00	\$70.00	\$185.00	\$175.00	Lump Sum		
<b>INTERMEDIATE DESIGN PHASE SERVICES (90%)</b>												
<b>1) Engineering Services</b>												
<b>Project Administration and Coordination</b>												
1. Project Management	2	40	24								66	\$12,330.00
2. Public Involvement Meetings (3 meetings, 3 exhibits)	3	3	6	4							16	\$2,812.00
3. Coordination for Island Intersection at IH 35		8	12								20	\$3,512.00
4. Coordination for Island Intersection at FM 3009		12	24								36	\$6,228.00
5. Prepare Monthly Invoices and Progress Reports (Assumes 12 Invoices)		6	12				12				30	\$3,954.00
<b>Roadway Design (90%)</b>												
1. Develop Roadway Geometry (Horizontal & Vertical)	1	2	16	24							43	\$5,983.00
2. Develop Typical Sections		2	4	10							16	\$2,188.00
3. Develop Removal Plan Layout Sheets		8	40	40							88	\$12,592.00
4. Develop Title Sheet, Index Sheet, and Project Layout Sheets		1	4	8							13	\$1,759.00
5. Develop Roadway Plan & Profile Layout Sheets	4	16	40	80							140	\$19,844.00
6. Develop Traffic Control Plan Layout Sheets	1	8	40	60							109	\$15,157.00
7. Develop Traffic Control Sequence of Construction & Narrative		1	12	8							21	\$3,039.00
8. Develop Intersection Layouts		1	16	32							49	\$6,439.00
9. Develop Island Layout at IH 35 (Landscaping Architecture Design)		16	4	32							52	\$7,504.00
10. Develop Island Layout at FM 3009 (Landscaping Architecture Design)		16	4	40							60	\$8,424.00
11. Develop FM 3009 Signaling	8	16	40	80							144	\$20,904.00
12. Develop Cross Sections		4	32	40							76	\$10,516.00
13. Develop Roadway Quantity Summaries		2	8	16							26	\$3,518.00
14. Develop Construction Cost Estimate	1	2	8	8							19	\$2,863.00
<b>Utility Design/Coordination (90%)</b>												
1. Utility Design/Coordination Meetings												
a. Utility Design/Coordination Meetings (Assumes 1 Meetings Total)		8	8								16	\$2,872.00
b. Coordination of Utility Adjustments			8	16							24	\$3,120.00
c. Technical Assistance and Meeting Exhibits		4		16							20	\$2,636.00
2. Develop Utility Tracking Report			2	8							10	\$1,240.00
3. Utility Investigation (As-Builts, Field Observations)			4	8							12	\$1,560.00
4. Prepare Sewer Plan and Profile	1	4	40	80							125	\$16,661.00
5. Prepare Schematic Bypass Plan			8	24							32	\$4,040.00
6. Develop Construction Cost Estimate	1	1	4	8							14	\$2,024.00
<b>Drainage (90%)</b>												
1. Hydrologic Data Collection, Review, and Analysis		4	16	32	8						60	\$7,956.00
2. Prepare Existing Watershed Maps		4	16	24	8						52	\$7,036.00
3. Develop Drainage Technical Memo		2	24	16							42	\$6,078.00
4. Develop SW3P Layouts		2	24	40							66	\$8,838.00
<b>Signing and Pavement Markings (90%)</b>												
1. Develop Signing/Striping Layout Sheets		2	16	24							42	\$5,718.00
2. Prepare Signing/Striping Quantity and Plan Summaries		1	2	4							7	\$979.00
<b>Total Hours</b>	22	196	518	782	16	0	12	0	0		1546	
<b>SUMMARY</b>												
<b>HOURS SUB-TOTALS</b>	22	196	518	782	16	0	12	0	0		1546	-
<b>BILLABLE RATE PER HOUR</b>	\$265.00	\$199.00	\$160.00	\$115.00	\$115.00	\$115.00	\$70.00	\$185.00	\$175.00			-
<b>TOTAL - Engineering Services (Roadway Design Phase)</b>	<b>\$5,830.00</b>	<b>\$39,004.00</b>	<b>\$82,880.00</b>	<b>\$89,930.00</b>	<b>\$1,840.00</b>	<b>\$0.00</b>	<b>\$840.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$220,324.00</b>
<b>2) Surveying Services</b>												
1. Record Research, Develop Base Map, and Establish Apparent ROW		1				12		2	10		25	\$3,699.00
2. Establish Project Control and Develop Topographic Survey, Culverts, Storm Sewer, Utilities		1				40		2	70		113	\$17,419.00
3. Tie Existing Surface Utilities and Locate Markings									8		8	\$1,400.00
4. Provide Control Sheets		2				20		2			24	\$3,068.00
5. Collect, Inventory and Photograph Existing Signs		1				2			2		5	\$779.00
<b>Total Hours</b>	0	5	0	0	0	74	0	6	90		175	
<b>SUMMARY</b>												
<b>HOURS SUB-TOTALS</b>	0	5	0	0	0	74	0	6	90		175	-
<b>BILLABLE RATE PER HOUR</b>	\$265.00	\$199.00	\$160.00	\$115.00	\$115.00	\$115.00	\$70.00	\$185.00	\$175.00			-
<b>TOTAL - Surveying Services</b>	<b>\$0.00</b>	<b>\$995.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$8,510.00</b>	<b>\$0.00</b>	<b>\$1,110.00</b>	<b>\$15,750.00</b>	<b>\$0.00</b>		<b>\$26,365.00</b>

# EXHIBIT B - FEE SCHEDULE

## Tri County Parkway - City of Schertz Estimated Level of Effort for Intermediate and Final Design, and Construction Phase Services

POSITION DESCRIPTION	Sr. Project Manager/QAQC	Project Manager/ Sr. Lands Arch	Mid Project Engineer	Engineer EIT/ Lands Arch	Sr. GIS	Survey Technician	Admin Assistant	Mid RPLS Manager	SUE/Survey Crew 2-man	SubConsultant Fee	Total Labor hrs.	Cost
BILLABLE LABOR RATES	\$265.00	\$199.00	\$160.00	\$115.00	\$115.00	\$115.00	\$70.00	\$185.00	\$175.00	Lump Sum		
<b>FINAL ENGINEERING PHASE SERVICES (100%)</b>												
<b>1) Engineering Services</b>												
<b>Roadway Design (100%)</b>												
1. Incorporate Comments From 90% Submittal		2	4	8							14	\$1,958.00
2. Final Title Sheet, Index Sheet, and Project Layout Sheets		1	4	4							9	\$1,299.00
3. Final Roadway Plan & Profile Layout Sheets		8	24	40							72	\$10,032.00
4. Final Traffic Control Plan	2	4	24	32							62	\$8,846.00
5. Final Intersection Layouts	1	2	8	12							23	\$3,323.00
6. Develop Island Layout at IH 35 (Landscaping Architecture Design)		1	4	8							13	\$1,759.00
7. Develop Island Layout at FM 3009 (Landscaping Architecture Design)		1	4	8							13	\$1,759.00
8. Develop FM 3009 Signaling	2	4	8	16							30	\$4,446.00
9. Final Miscellaneous Details		2		8							10	\$1,318.00
10. Final Roadway Quantity Summaries		2		8							10	\$1,318.00
11. Final Construction Cost Estimate		2		4							6	\$858.00
12. Develop Specifications and General Notes	1	4		16							21	\$2,901.00
13. Develop Construction Schedule	1	2	4								7	\$1,303.00
14. Develop Project Technical Specification Manual		2	12	8							22	\$3,238.00
<b>Utility Design/Coordination (100%)</b>												
1. Incorporate Comments From 90% Submittal		1	2	4							7	\$979.00
2. Final Sewer Plan and Profile		4	24	32							60	\$8,316.00
3. Final Schematic Bypass Plan			8	10							18	\$2,430.00
4. Final Miscellaneous Details			8	16							24	\$3,120.00
5. TCEQ Coorespondence for Plan Approval		1	8	8							17	\$2,399.00
<b>Drainage (100%)</b>												
1. Final Drainage Computation Summary Sheets		1		2							3	\$429.00
2. Final SW3P Layout Sheets		2	24	32							58	\$7,918.00
<b>Signing and Pavement Markings (100%)</b>												
1. Final Signing/Striping Layout Sheets		1	2	8							11	\$1,439.00
2. Final Signing/Striping Quantity and Plan Summaries		2		4							6	\$858.00
<b>Total Hours</b>	<b>7</b>	<b>49</b>	<b>172</b>	<b>288</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>516</b>	
<b>SUMMARY</b>												
<b>HOURS SUB-TOTALS</b>	7	49	172	288	0	0	0	0	0	0	516	-
<b>BILLABLE RATE PER HOUR</b>	\$265.00	\$199.00	\$160.00	\$115.00	\$115.00	\$115.00	\$70.00	\$185.00	\$175.00			-
<b>TOTAL - Engineering Services (Final Design Phase)</b>	<b>\$1,855.00</b>	<b>\$9,751.00</b>	<b>\$27,520.00</b>	<b>\$33,120.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$72,246.00</b>
<b>2) Bid Phase Services</b>												
1. Develop Bid Form		1					1				2	\$269.00
2. Develop SW3P Manual		1	8	16			1				26	\$3,389.00
3. Attend Pre-Bid Meeting and Bid Opening		6	8								14	\$2,474.00
4. Provide Response to Contractor's Questions During Bidding Process		2	8	8							18	\$2,598.00
5. Develop Final Bid Tab Summary and Recommendation		4		8			1				13	\$1,786.00
<b>Total Hours</b>	<b>0</b>	<b>14</b>	<b>24</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>73</b>	
<b>SUMMARY</b>												
<b>HOURS SUB-TOTALS</b>	0	14	24	32	0	0	3	0	0	0	73	-
<b>BILLABLE RATE PER HOUR</b>	\$265.00	\$199.00	\$160.00	\$115.00	\$115.00	\$115.00	\$70.00	\$185.00	\$175.00			-
<b>TOTAL - Bid Phase Services</b>	<b>\$0.00</b>	<b>\$2,786.00</b>	<b>\$3,840.00</b>	<b>\$3,680.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$210.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$10,516.00</b>
<b>CONSTRUCTION PHASE SERVICES</b>												
<b>1) Construction Phase Services</b>												
<b>Construction Services</b>												
1. Attend Pre-Construction conference		4	4								8	\$1,436.00
2. Review Shop Drawings		2	8	8							18	\$2,598.00
3. Review & Respond to Requests for Information (RFI's)		4	8	8							20	\$2,996.00
4. Prepare Final As-Built Record Drawings	1	4		16							21	\$2,901.00
<b>Total Hours</b>	<b>1</b>	<b>14</b>	<b>20</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>67</b>	
<b>SUMMARY</b>												
<b>HOURS SUB-TOTALS</b>	1	14	20	32	0	0	0	0	0	0	67	-
<b>BILLABLE RATE PER HOUR</b>	\$265.00	\$199.00	\$160.00	\$115.00	\$115.00	\$115.00	\$70.00	\$185.00	\$175.00			-
<b>TOTAL - Construction Phase Services</b>	<b>\$265.00</b>	<b>\$2,786.00</b>	<b>\$3,200.00</b>	<b>\$3,680.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$9,931.00</b>

# EXHIBIT B - FEE SCHEDULE

## Tri County Parkway - City of Schertz Estimated Level of Effort for Intermediate and Final Design, and Construction Phase Services

POSITION DESCRIPTION	Sr. Project Manager/QAQC	Project Manager/ Sr. Lands Arch	Mid Project Engineer	Engineer EIT/ Lands Arch	Sr. GIS	Survey Technician	Admin Assistant	Mid RPLS Manager	SUE/Survey Crew 2-man	SubConsultant Fee	Total Labor hrs.	Cost
<b>BILLABLE LABOR RATES</b>	\$265.00	\$199.00	\$160.00	\$115.00	\$115.00	\$115.00	\$70.00	\$185.00	\$175.00	Lump Sum		
<b>SPECIFIED ADDITIONAL SERVICES</b>												
<b>1) Specified Additional Services</b>												
Specified Additional Services												
Subsurface Utility Engineering (SUE) (5 Level A potholes @ \$3,000 each)										\$15,000.00	0	\$15,000.00
<b>Total Hours</b>	0	0	0	0	0	0	0	0	0		0	
<b>SUMMARY</b>												
<b>HOURS SUB-TOTALS</b>	0	0	0	0	0	0	0	0	0		0	-
<b>BILLABLE RATE PER HOUR</b>	\$265.00	\$199.00	\$160.00	\$115.00	\$115.00	\$115.00	\$70.00	\$185.00	\$175.00			
<b>TOTAL - Specified Additiona Services</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$15,000.00</b>	<b>\$15,000.00</b>
<b>TOTAL PROJECT SUMMARY</b>												
<b>HOURS SUB-TOTALS</b>	30	278	734	1134	16	74	15	6	90		2377	\$354,382.00
<b>BILLABLE RATE PER HOUR</b>	\$265.00	\$199.00	\$160.00	\$115.00	\$115.00	\$115.00	\$70.00	\$185.00	\$175.00		2377	
<b>TOTAL PROJECT SUMMARY</b>	<b>\$7,950.00</b>	<b>\$55,322.00</b>	<b>\$117,440.00</b>	<b>\$130,410.00</b>	<b>\$1,840.00</b>	<b>\$8,510.00</b>	<b>\$1,050.00</b>	<b>\$1,110.00</b>	<b>\$15,750.00</b>	<b>\$15,000.00</b>	<b>2377</b>	<b>\$354,382.00</b>

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** October 27, 2020  
**Department:** Public Works  
**Subject:** Resolution No. 20-R-130 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing expenditures for equipment as part of the FY20-21 vehicle and equipment replacement program. (C. Kelm/S. Williams/C. Hernandez)

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**BACKGROUND**

The Fleet department has established a Vehicle and Equipment replacement program that provides the City an established method for replacing vehicles and equipment on a schedule that ensures the City's Fleet continues to operate effectively and efficiently and allows the City to get the most use out of each vehicle and/or equipment while not overspending on maintenance for outdated equipment. The following items were identified for replacement and/or purchase for the FY 20-21:

John Deere 624L Loader for approximately \$175,000.00 from RDO Equipment in New Braunfels  
John Deere Shredder Deck for approximately \$5,000.00 from Tellus Equipment Solutions in Seguin

Multiple quotes were obtained for the referenced equipment to ensure best value to the City. The purchase will be made based on Group Purchasing Cooperative Contract Sourcewell Contract 032119-JDC and Buy Board Contract 611-20.

**GOAL**

To authorize the City Manager to execute the purchase orders for the purchase of the equipment listed above.

**COMMUNITY BENEFIT**

Having an operational Fleet will provide all departments with the necessary equipment to effectively perform their assigned duties within the City of Schertz

**SUMMARY OF RECOMMENDED ACTION**

Approval of this resolution will allow the purchase of the equipment listed above.

**FISCAL IMPACT**

The purchase of the equipment will be funded through the Drainage Department 204-579-581500 (Machinery and Equipment) with a not to exceed amount of \$180,000.00

**RECOMMENDATION**

Staff recommends approval of Resolution No. 20-R-130.

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## **Attachments**

Resolution 20-R-130

John Deere Loader

John Deere Shredder

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**RESOLUTION NO. 20-R-130**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EXPENDITURES FOR EQUIPMENT PURCHASES AS PART OF THE FY20-21 VEHICLE AND EQUIPMENT RELACEMENT PROGRAM**

WHEREAS, Schertz Fleet Department has a need to purchase a loader and shredder deck as part of the Vehicle and Equipment Replacement Program; and

WHEREAS, City Staff has done due diligence in researching what equipment best fits the needs of the department, to obtain the best pricing and to provide the best quality of equipment; and

WHEREAS, the City of Schertz has chosen RDO Equipment Co, a Sourcewell Group Purchasing Cooperative Vendor and Tellus Equipment Solutions, a BuyBoard Purchasing Cooperative Vendor for the purchase the equipment; and

WHEREAS, purchases under the cooperative programs meet the requirements under Subchapter C, Chapter 791.025 of the Texas Government Code, which states that a local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services; and

WHEREAS, the City Council has determined that it is in the best interest of the City to authorize the City Manager to issue Purchase Orders to the awarded vendors.

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

Section 1. The City Council hereby authorizes expenditures in a not to exceed amount of ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000.00) to the awarded vendors.

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 27th day of O c t o b e r 2020.

CITY OF SCHERTZ, TEXAS

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Ralph Gutierrez, Mayor

ATTEST:

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Brenda Dennis, City Secretary

(CITY SEAL)

EXHIBIT A

SUPPORTING DOCUMENTATION



			Freight in Factory	\$3,800.00
			Prep / Reconditioning Pre- Delivery Checklist	\$1,176.43
1	TBD TBD	0	Attachment - New 2020 JOHN DEERE 624H3.75 8926 3.75 Cu Yd Bucket (Pin-On)	\$8,501.00
			<b>Equipment Subtotal:</b>	<b>\$173,855.28</b>

**Purchase Order Totals**

<b>Balance:</b>	\$173,855.28
<b>Tax Rate 3: (TXEG 0%)</b>	\$0.00
<b>Sales Tax Total:</b>	\$0.00
<b>Sub Total:</b>	\$173,855.28
<b>Cash with Order:</b>	\$0.00
<b>Balance Due:</b>	<b>\$173,855.28</b>

# YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

**Ensure your equipment arrives with no delay.  
Issue your Purchase Order or Letter of Intent.**

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

**For any questions, please contact:**

- Shipping address
- Billing address
- Vendor: John Deere Company  
2000 John Deere Run Cary,  
NC 27513
- Contract name and/or number
- Signature
- Tax exempt certificate, if applicable

**Klinton Goerdel**

Tellus Equipment Solutions  
3030 N. Austin Street  
Seguin, TX 78155

Tel: 830-379-5477

Fax: 830-379-2693

Email: [kgoerdel@agproco.com](mailto:kgoerdel@agproco.com)

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Tellus Equipment Solutions  
 3030 N. Austin Street  
 Seguin, TX 78155  
 830-379-5477

### Quote Summary

**Prepared For:**  
 CITY OF SCHERTZ  
 10 COMMERCIAL PL  
 SCHERTZ, TX 78154  
 Business: 210-619-1800

**Delivering Dealer:**  
**Tellus Equipment Solutions**  
 Klinton Goerdel  
 3030 N. Austin Street  
 Seguin, TX 78155  
 Phone: 830-379-5477  
 kgoerdel@agproco.com

**Quote ID:** 22773515  
**Created On:** 16 September 2020  
**Last Modified On:** 16 September 2020  
**Expiration Date:** 16 October 2020

Equipment Summary	Selling Price	Qty	=	Extended
JOHN DEERE HX6 Lift-Type Rotary Cutter - 540 RPM PTO	\$ 4,997.30	1	=	\$ 4,997.30
<b>Contract:</b> TX BuyBoard Grounds Mtn Equip, Irrigation 611-20 (PG 67 CG 70)				
<b>Price Effective Date:</b> September 15, 2020				
<b>Equipment Total</b>				<b>\$ 4,997.30</b>

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 4,997.30
Trade In	
SubTotal	<b>\$ 4,997.30</b>
Est. Service Agreement Tax	\$ 0.00
Total	\$ 4,997.30
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 4,997.30</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

Quote Id: 22773515      Customer Name: CITY OF SCHERTZ

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**  
 Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**  
 Tellus Equipment Solutions  
 3030 N. Austin Street  
 Seguin, TX 78155  
 830-379-5477

## JOHN DEERE HX6 Lift-Type Rotary Cutter - 540 RPM PTO

Hours:

Stock Number:

Contract: TX BuyBoard Grounds Mtn Equip, Irrigation  
 611-20 (PG 67 CG 70)

Selling Price \*  
 \$ 4,997.30

Price Effective Date: September 15, 2020

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
219HP	HX6 Lift-Type Rotary Cutter - 540 RPM PTO	1	\$ 6,490.00	23.00	\$ 1,492.70	\$ 4,997.30	\$ 4,997.30
<b>Standard Options - Per Unit</b>							
0202	United States of America	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>			<b>\$ 6,490.00</b>		<b>\$ 1,492.70</b>	<b>\$ 4,997.30</b>	<b>\$ 4,997.30</b>

**Quote ID :22773515Customer Name : CITY OF SCHERTZ**

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Product features, prices and specifications are based on published information at the time of publication and are subject to change without notice. All trademarked terms, including John Deere, the leaping deer symbol and the colors green and yellow used herein are the property of Deere & Company, unless otherwise noted. Products, product features, and other content on this site may only be accurate for products marketed and sold in North America.

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File Created: 16-Sep-2020

## **2021 JOHN DEERE HX6 Lift-Type Rotary Cutter - 540 RPM PTO**

### **Blades**

#### **Deep-cutting chamber provides a better shredding action**

The fast blade-tip speed ensures clean cutting and fine shredding of material.

- HX6: 13,623 fpm (69.2 m/sec) and 155 mph
- HX7: 16,061 fpm (81.6 m/sec) and 183 mph



HX6 and HX7 deliver a clean cut

A forward tip adjustment allows the cutter to be tilted forward slightly, so most of the cutting occurs in the front while the shredding action occurs toward the rear:

- Improves cutting job
- Reduces horsepower requirements

The tapered rear opening spreads shredded material across entire width of cut:

- Reduces windrowing
- Leaves an even blanket of mulch

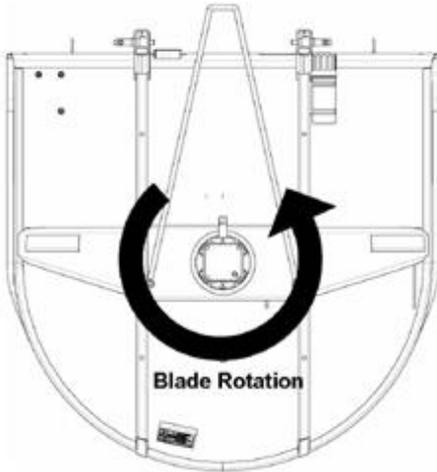
### **Blades**

#### **HX6 blade rotation and spindle configuration**

The HX6 Rotary Cutter blades rotate counterclockwise and deliver a clean, even cut.

Quote ID :22773515 Customer Name : CITY OF SCHERTZ

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HX6 blade rotation

### Single-spindle configuration

The HX6 Rotary Cutter features a single-spindle configuration.

## Drivetrain

### Heavy-duty John Deere-designed gearcases

The heavy-duty gearcase with non-seize self-adjusting slip-clutch driveline is shown at left.

The gearcase horsepower rating is as follows:

- 150 hp (112 kW) continuous
- 210 hp (157 kW) peak



Heavy-duty gearcase

Cast-metal gearcase features:

- Tapered roller bearings and forged gears for longer life (forged gears are stronger because as the gear is heat-forged into shape, the grain of the metal actually changes to follow the outline of the teeth).
- Output shafts are splined, not just keyed, for extra strength.
- Gearcase is solidly mounted to the frame for a long, trouble-free life.
  - Six mounting bolts (not four) are used.
  - Possibility of flange locknuts fracturing from stress or working loose in tough operating conditions is reduced.
  - Frame metal underneath the gearcase is double thickness for more strength.

The factory preset, four-plate slip clutch protects the driveline:

- Especially valuable when operating in brush
- Preset at the factory and never needs adjusting
- Fully shielded driveline for safety

The HX6 and HX7 gearcases come standard with a five-year warranty.

## Drivetrain

### Drivelines

**Quote ID :22773515Customer Name : CITY OF SCHERTZ**


---

Rugged 540-rpm ASAE Category 4 drivelines with four-plate slip clutch is provided as standard equipment. Slip clutch protect the drivetrain from overload. The driveline provides long lubrication periods. The 50-hour cycle reduces maintenance time, making the cutting operation more efficient.

Integral model features ASAE Category 4 driveline for added durability with non-seize slip clutch.

A lightweight driveline with a lock-slide collar makes it fast and easy to attach. In addition to this, the driveline provides long lubrication periods; the 50-hour cycle reduces maintenance time, making the cutting operation more efficient.



Slip-clutch driveline

**Product Specification Details :**

<b>Manufacturer Model</b>	<b>John Deere HX6</b>
<b>Capacity</b>	
Cutting width	1,829
Cutting height	50 to 229
Cutting capacity	101.6
Cutting chamber Depth	300
<b>Tractor compatibility</b>	
Tractor PTO HP range	Minimum 30
Tractor PTO	540
<b>Hitch</b>	
Type	Lift-type
Category	2, 3N
<b>Dimensions</b>	
Transport width	1,956
Overall width	---
Overall length	---
Deck shape	Domed
Deck type	Double decker
Deck thickness	---
Upper	3 (11)
Upper	0.118 (11)
Lower	3.5 (10)
Lower	0.138 (10)
Side skirt thickness	6 (3)
Approx. weight	584
<b>Drivelines</b>	
Size	---
Main	ASAE Category 4
Connecting	---
Protection	---
Main	Non-seize, slip-clutch driveline
Connecting	---
<b>Gearcases</b>	
Number	1
HP rating	---
Transfer	---
Center	150
Center	Continuous 112
Center	Peak 152
Center	205

**Quote ID :22773515 Customer Name : CITY OF SCHERTZ**


---

Outer	---
<b>Blades</b>	
Thickness	13
Width	102
Type	Single suction
Overlap	---
Blade tip speed	---
540 RPM	4,751
540 RPM	15,586
540 RPM	285
540 RPM	177
1000 RPM	---
Material flow system	Integrated
Holder	---
Type	Round stump jumper (single suction) for protection of blades and carrier against obstruction damage
<b>Wheels</b>	
Type	Laminated
Row width adjustment	---
<b>Shielding</b>	
Front	Chain
Rear	Chain
<b>Key Specs</b>	
Cutting width	1,829
Cutting capacity	101.6
Tractor PTO HP range	Minimum 30
Hitch - Category	2, 3N
Deck thickness - Upper - Lower	Upper: 3 (11)
Side skirt thickness	6 (3)
Drivelines - Size - Main	ASAE Category 4
Protection - Main	Non-seize, slip-clutch driveline
Blade tip speed - 540 rpm	4,751
Shielding - front/rear	Chain
<b>Additional information</b>	
Date collected	---

## Key Features

### Deep-cutting chamber provides a better shredding action

The fast blade-tip speed ensures clean cutting and fine shredding of material.

- HX6: 13,623 fpm (69.2 m/sec) and 155 mph
- HX7: 16,061 fpm (81.6 m/sec) and 183 mph



HX6 and HX7 deliver a clean cut

**Quote ID :22773515 Customer Name : CITY OF SCHERTZ**

---

A forward tip adjustment allows the cutter to be tilted forward slightly, so most of the cutting occurs in the front while the shredding action occurs toward the rear:

- Improves cutting job
- Reduces horsepower requirements

The tapered rear opening spreads shredded material across entire width of cut:

- Reduces windrowing
- Leaves an even blanket of mulch

**Frame and deck****Double-Decker™ helps to maintain your cutter clean**

All the MX, HX, and CX Rotary Cutters have the patented Double-Decker™ design. The smooth

dome-shaped decks provide easy cleaning and water runs off for longer product life. Deck thickness increases as the size and cutter duty level increases.



Exclusive double-deck in HX6

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** October 27, 2020  
**Department:** Public Works  
**Subject:** Resolution No. 20-R-123 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas re-appointing Justin Murray to the Board of Directors Place D-2 of the Cibolo Valley Local Government Corporation (CVLGC), and other matters in connection therewith. (C. Kelm/S. Williams/S. McClelland)

---

**BACKGROUND**

The CVLGC Board seat currently held by Justin Murray of Schertz has a term that expired on September 30, 2020. It is staff's recommendation that the City of Schertz re-appoint Justin Murray to serve on the Cibolo Valley Local Government Corporation (CVLGC) Board of Directors Place D-2 for another four year term expiring on September 30, 2024. Mr. Murray has agreed to serve and the CVLGC Board of Directors supports his re-appointment.

**GOAL**

Re-appoint Justin Murray to provide CVLGC with a fully staffed Board of Directors.

**COMMUNITY BENEFIT**

N/A

**SUMMARY OF RECOMMENDED ACTION**

Recommend appointment of Mr. Justin Murray.

**FISCAL IMPACT**

There is no fiscal impact.

**RECOMMENDATION**

Approve Resolution No. 20-R-123 re-appointing Mr. Justin Murray to the CVLGC Board of Directors.

---

**Attachments**

20-R-123

---

**RESOLUTION NO. 20-R-123**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS RE-APPOINTING JUSTIN MURRAY TO THE BOARD OF DIRECTORS PLACE D-2 OF THE CIBOLO VALLEY LOCAL GOVERNMENT CORPORATION, AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City staff of the City of Schertz (the “City”) has recommended that the City re-appoint Justin Murray to serve on the Cibolo Valley Local Government Corporation (“CVLGC”) Board of Directors Place D-2 for another four year term ending on September 30, 2024 (the “Term”); and

WHEREAS, the City Council has determined that it is in the best interest of the City to re-appoint Justin Murray to the CVLGC Board of Directors Place D-2 for another four year term; and

WHEREAS, Mr. Murray desires to serve on the CVLGC Board of Directors Place D-2; therefore,

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

Section 1. The City Council hereby appoints Justin Murray to serve on the CVLGC Board of Directors, Place D-2 for the recommended four year term ending September 30, 2024.

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 27th day of October 2020.

CITY OF SCHERTZ, TEXAS

---

Ralph Gutierrez, Mayor

ATTEST:

---

Brenda Dennis, City Secretary

(CITY SEAL)

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** October 27, 2020  
**Department:** Public Works  
**Subject:** Resolution 20-R-122 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas approving and authorizing a right of way easement with Guadalupe Valley Electric Cooperative, Inc. on the City of Schertz S.W. Quadrant Water Plant property, and other matters in connection therewith. (C. Kelm/S. Williams/S. McClelland)

---

**BACKGROUND**

As part of the E. Live Oak Pump Addition Project that is currently under construction at the Live Oak Tank Site (S.W. Quadrant Water Plant) there is a need to have a new electrical service installed at the site to power the new pumps. In order for Guadalupe Valley Electric Cooperative, Inc (GVEC) to install the new ground transformer for the service, the City needs to grant GVEC a right of way easement on the property in this location.

**GOAL**

The goal of Resolution 20-R-122 is to grant a right of way easement to GVEC.

**COMMUNITY BENEFIT**

Installation of the new electrical service is necessary in order to power the new redundant pumps being installed at the Live Oak Tank Site that are designed to provide a more resilient water system for the City of Schertz.

**SUMMARY OF RECOMMENDED ACTION**

Staff recommends Council approve Resolution 20-R-122, approving and authorizing execution of the right of way easement with GVEC.

**FISCAL IMPACT**

There is no direct fiscal impact from this Resolution.

**RECOMMENDATION**

Staff recommends Council approve Resolution 20-R-122.

---

**Attachments**

20-R-122  
Right of Way Easement Agreement  
Right of Way Easement Exhibit

---

**RESOLUTION NO. 20-R-122**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPROVING AND AUTHORIZING A RIGHT OF WAY EASEMENT WITH GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC. ON THE CITY OF SCHERTZ S.W. QUADRANT WATER PLANT PROPERTY, AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City staff of the City of Schertz (the “City”) has recommended that the City enter into an agreement for a right of way easement with the Guadalupe Valley Electric Cooperative, Inc. (GVEC) (the “Grantor”), in the form attached hereto as Exhibit A (the “Agreement”); and

WHEREAS, the City needs GVEC to install a ground transformer in connection with the construction of the E. Live Oak Pump Addition Project, on the S.W. Quadrant Water Plant property located on E. Live Oak Road; and

WHEREAS, the City Council has determined that it is in the best interest of the City to agree to the right of way easement in accordance with the terms of the Agreement.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Agreement with the Grantor in substantially the form set forth on Exhibit A and to provide the right of way easement in accordance with the terms of the Agreement.

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

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

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

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

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

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

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

PASSED AND ADOPTED, this 27th day of October, 2020.

CITY OF SCHERTZ, TEXAS

---

Ralph Gutierrez, Mayor

ATTEST:

---

Brenda Dennis, City Secretary

(CITY SEAL)

**RIGHT OF WAY EASEMENT**

**THE STATE OF TEXAS,  
COUNTY OF GUADALUPE**

That the Undersigned, **CITY OF SCHERTZ** (hereinafter referred to as Grantor) for a good and valuable consideration, the receipt of which hereby acknowledged, do hereby grant unto GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC. (hereinafter referred to as GVEC), a cooperative corporation, whose post office address is P.O. Box 118, Gonzales, Texas 78629, and to its successors or assigns, an easement for the purpose of erection, construction, reconstruction, replacement, removal, maintenance and use of one or more electric distribution lines, fiber optic and other communications equipment, (collectively "Facilities") for the transmission of electricity and communications upon and over the lands of the undersigned, and more particularly described as follows: Being a tract of **5.2200** acres of land, more or less out of the **S.W. QUADRANT WATER PLANT BLK: 1 & 5** original survey, identified as parcel number **129982**, and being the same land described in a deed from **N/A** to **CITY OF SCHERTZ**, dated the **25** day of **JUNE**, **2001**, of record in Vol/Page or Document Number **V. 1616 P.0383** of the Official Records of Real Property of **GUADALUPE** County, Texas.

- **SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF THIS EASEMENT.**

GVEC shall have all rights necessary for the full use herein granted, including, but not limited to, the right of ingress and egress for pedestrians, equipment and vehicles over Grantor's adjacent lands to and from said right-of-way for the purpose of constructing said Facilities, including the installation of a variable number of guy wires, anchors, and appurtenances as needed, improving, reconstructing, upgrading, repairing, inspecting, patrolling, installing, said Facilities on Grantor's land described above, operating, maintaining, providing adequate clearances and removing said Facilities, over, under, and upon said land, and the right to remove, trim, cut down or chemically treat with herbicides, trees or shrubbery or parts thereof within 15 feet of said Facilities or any other obstructions which may endanger, interfere or impair the efficiency, safety or convenient operation of said Facilities and their appurtenances. Grantor shall not construct any structure or improvement, nor impound any water, nor place any temporary or permanent erection of any mast-type equipment or appurtenances nearer than 15 feet to Facilities in any manner as to conflict with the National Electric Safety Code or any applicable law, as either of the same now exists or may be amended in the future, and this restriction shall be a covenant running with the land. Such prohibited construction within the easement shall include but not be limited to new construction or major modification to a preexisting habitable structure, as well as, stock tanks, swimming pools, spas, water wells or oil wells including construction both above and below existing grade.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

This easement runs with the land, is assignable in whole or in part, and inures to the benefit of the parties and their respective successors and assigns.

The undersigned warrant that they are the owners of the above described lands.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Printed  
\_\_\_\_\_  
Signature of Grantor or Authorized Signatory

\_\_\_\_\_  
Printed  
\_\_\_\_\_  
Signature of Grantor or Authorized Signatory

**THE STATE OF TEXAS,  
COUNTY OF \_\_\_\_\_**

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ (Grantor or Authorized Signatory)

\_\_\_\_\_  
Notary Public in and for the State of Texas  
1755013 Form #169-----02/18

**LEGAL DESCRIPTION:** Being 0.01 acres of land for a 10' Utility Easement out of the T. Herrera Survey, Abstract No. 153, Guadalupe County, Texas and also being out of that certain Lot 1, Block 1, S.W. Quadrant Water Plant, Guadalupe County, Texas according to the map or plat recorded thereof in Volume 7, Page 344 of the Plat Records of Guadalupe County, Texas and the residual of that certain tract of land conveyed to Henry Gutierrez & Rosie Gutierrez described in Volume 390, Page 44 of the Deed Records of Guadalupe County, Texas; Said 0.01 acre 10' Utility Easement being more particularly described as follows and as surveyed under the supervision of Intrepid Surveying & Engineering Corporation in September, 2020:

**BEGINNING** at a point within Lot 1, for the east corner hereof and from which a pipe fence corner post found for the north corner of Lot 1 bears North 50°35'10" East a distance of 115.10 feet;

THENCE South 55°47'58" West a distance of 10.00 feet over and across Lot 1 to a point for the south corner hereof;

THENCE North 34°12'02" West a distance of 28.72 feet over and across Lot 1 and the residual of said tract of land conveyed to Henry Gutierrez & Rosie Gutierrez to a point for the west corner hereof;

THENCE North 55°47'58" East a distance of 10.00 feet over and across the residual of said tract of land conveyed to Henry Gutierrez & Rosie Gutierrez to a point for the north corner hereof;

THENCE South 34°12'02" East a distance of 28.72 feet over and across the residual of said tract of land conveyed to Henry Gutierrez & Rosie Gutierrez and Lot 1 to the **POINT OF BEGINNING** containing 0.01 acres more or less for a 10' Utility Easement, and as shown hereon.

**NOTE:**

1. BEARINGS, DISTANCES & ACREAGE ARE GRID, NAD 83 US TX SOUTH CENTRAL ZONE AND ARE OBTAINED BY NORMAL GPS TECHNIQUES.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY, NOT SHOWN HEREON.
3. IRON ROD SET ARE 1/2 INCH IRON REBAR WITH PLASTIC CAPS MARKED "INTREPID"
4. ALL BURIED PIPELINES/UTILITIES SHOWN WERE LOCATED BY VISIBLE SURFACE EVIDENCE.
5. CONTRACTORS: IT IS YOUR RESPONSIBILITY TO CALL DIGLESS 48 HOURS PRIOR TO STARTING CONSTRUCTION.

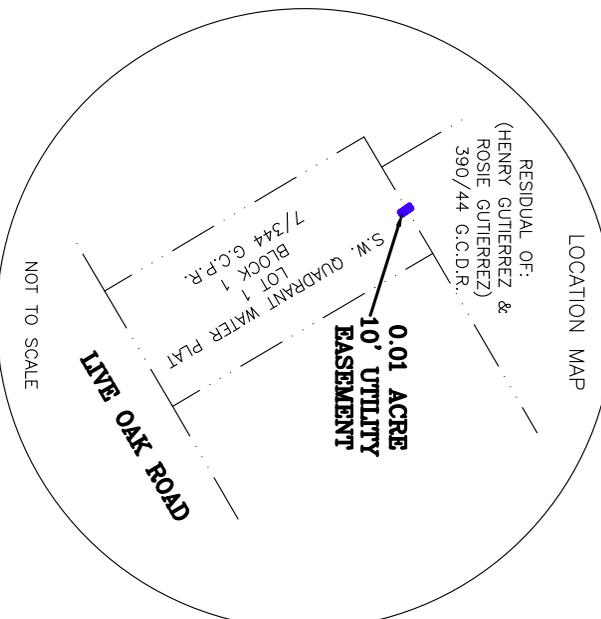
I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM ACTUAL FIELD NOTES OF ON-THE-GROUND SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AT THE TIME OF THIS SURVEY. NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

REGISTERED PROFESSIONAL LAND SURVEYOR  
09/21/2020

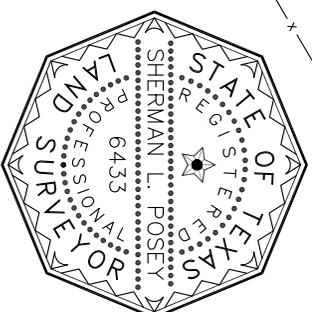
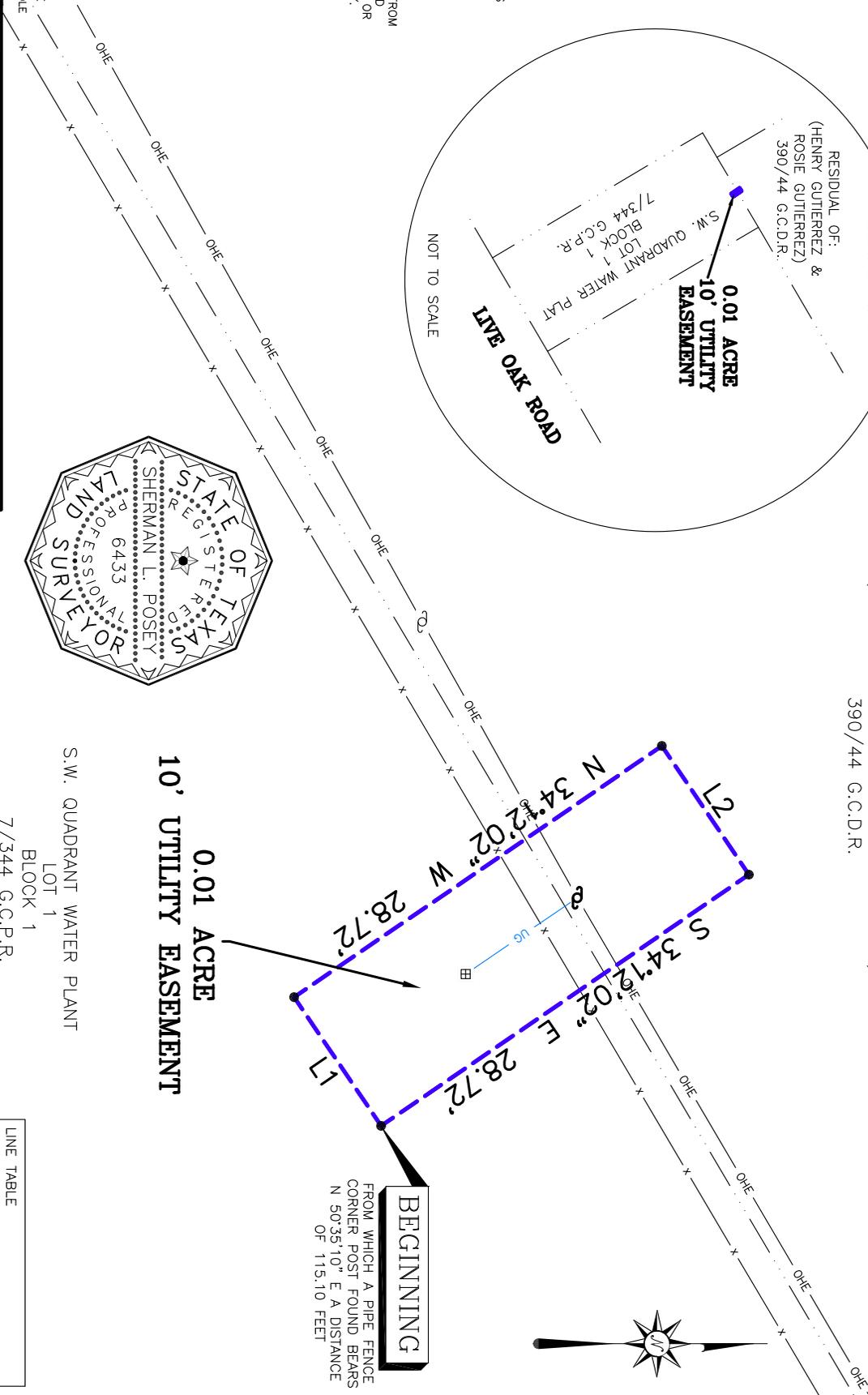
**LEGEND:**

- BOUNDARY LINE
  - SURVEY POINT
  - FENCE LINE
  - BURIED PIPELINE
  - PROPOSED OVERHEAD ELECTRIC LINE
  - PROPOSED UNDERGROUND UTILITY LINE
  - EXISTING OVERHEAD ELECTRIC LINE
  - EXISTING UNDERGROUND UTILITY LINE
  - UG PUBLIC UTILITY EASEMENT
  - P.U.E. BUILDING SETBACK CALL
  - (Brg.-DST.) RECORD CALL
  - G.C.D.R. - GUADALUPE COUNTY PLAT RECORDS
  - G.C.D.R. - GUADALUPE COUNTY DEED RECORDS
  - G.C.O.P.R. - GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS
  - FILE: 2020\Energy\GVECO\_PENDING\20--0693\_1049 Live Oak Rd
- AS MARKED
  - ⊙ PROPOSED X/M/R
  - 1/2" IRON ROD FOUND
  - 1/2" IRON ROD SET
  - △ 1200 NAIL FOUND
  - ⊙ IRON PIPE FOUND
  - ⊙ NAIL SET
  - ⊙ 3/8" IRON ROD FOUND
  - ⊙ PIPE FENCE CORNER POST FOUND
  - ⊙ WOOD FENCE CORNER POST FOUND
  - ⊙ PROPOSED UTILITY POLE
  - ⊙ AS MARKED
  - ⊙ AS MARKED
  - ⊙ AS MARKED
  - ⊙ AS MARKED
  - ⊙ GAS WELL
  - ⊙ WATER WELL
  - ⊙ EXISTING UTILITY POLE
  - ⊙ PROPOSED UTILITY POLE

GUADALUPE COUNTY, TEXAS  
T HERRERA SURVEY A-153  
EXHIBIT "A"



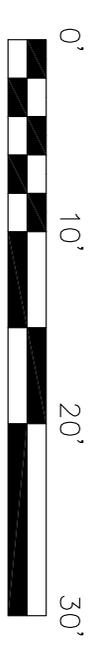
RESIDUAL OF:  
(HENRY GUTIERREZ & ROSIE GUTIERREZ)  
390/44 G.C.D.R.



0.01 ACRE  
10' UTILITY EASEMENT  
S.W. QUADRANT WATER PLANT  
LOT 1  
BLOCK 1  
7/344 G.C.P.R.

**BEGINNING**  
FROM WHICH A PIPE FENCE  
CORNER POST FOUND BEARS  
N 50°35'10" E A DISTANCE  
OF 115.10 FEET

LINE #	BEARING	DISTANCE
L1	S55° 47' 58"W	10.00'
L2	N55° 47' 58"E	10.00'



**INTREPID SURVEYING & ENGINEERING**  
P. O. Box 519 • 1004 C STREET  
FLORESVILLE, TX 78114  
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WWW.INTREPIDTX.COM  
TBPPLS #101939386 • TBPE #165550

JOB No.: 20--0693  
REV: --  
DATE: 20200921  
DRAWN BY: ALC

**3V E C**  
Your kind of power.

PROPOSED EASEMENT ON THE PROPERTY  
OF CITY OF SCHENZ

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** October 27, 2020  
**Department:** Economic Development Corporation  
**Subject:** Resolution No. 20-R-114 – Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing a program and expenditures as provided for in the Economic Development Performance Agreement between Kellum Real Estate, LLC and the City of Schertz Economic Development Corporation. (M. Browne/A. Perez)

---

**BACKGROUND**

Kellum Real Estate (KRE) is the development partnership started by Kellum Family Medicine Inc. (“Kellum”). Kellum has been in Schertz and providing medical services to the community for nearly 20 years. Over the past several years, Kellum and the City of Schertz Economic Development Corporation (the “SEDC”) have been in discussion regarding the construction of new medical/office space in Schertz to accommodate expansion space for Kellum and others looking to locate in Schertz. In 2018 a performance agreement regarding this project was adopted with the SEDC but delayed and ultimately terminated by the SEDC due to project delays. However, the SEDC remained committed to reconsidering the project when it was ready to move forward.

KRE has proposed a 5.043 acre medical/office development near the current Kellum location at Roy Richard Drive and Green Valley Road. The development will consist of three buildings totaling 39,000 square feet of medical/office space and a capital investment of \$10,995,899. As result of the capital investment, the development will generate at least 225 jobs and an annual payroll of \$11,000,000.

In consideration the SEDC has offered to provide \$350,000 to be used for infrastructure improvements (the “Infrastructure Grant”). The Infrastructure Grant will be paid to KRE upon the completion of the second building. The Infrastructure Grant will be subject to a claw back for ten years or until the completion of the third building. Throughout the term of the agreement, KRE must certify its compliance to an annual job creation and payroll schedule.

**GOAL**

To grow the Schertz economy through Projects that focus on the creation/retention of Primary Jobs and Infrastructure Improvements.

**COMMUNITY BENEFIT**

This Performance Agreement supports development 39,000 square feet of medical/office space and a capital investment of \$10,995,899 and up to 225 jobs. The City of Schertz will enjoy a greater level of medical services, additional tax revenue, and continued momentum of diversified office space development.

**SUMMARY OF RECOMMENDED ACTION**

This action authorizes \$350,000 for an SEDC Infrastructure Grant to support development 39,000 square feet of medical/office space and a capital investment of \$10,995,899 and up to 225 jobs in the City of Schertz.

**FISCAL IMPACT**

The Infrastructure Grant will be paid through SEDC funds, no city-general funds will be used for the project. The SEDC Infrastructure Grant is worth \$350,000. Over a ten-year period, the project is projected to provide over \$550,000 to the city’s general fund. In the event that KRE fails to comply with the agreement, KRE will be required to repay the incentive as dictated in the performance agreement.

**RECOMMENDATION**

Authorization of the SEDC program and funds for the Economic Development Performance Agreement with Kellum Real Estate, LLC through the approval of Resolution No. 20-R-114

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**Attachments**

CC Res 20-R-114 Kellum  
Exhibit A-Kellum Agrmt

---

**RESOLUTION NO. 20-R-114**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT BETWEEN THE CITY OF SCHERTZ ECONOMIC DEVELOPMENT CORPORATION AND KELLUM REAL ESTATE, LLC.; AND OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the City of Schertz Economic Development Corporation (“SEDC”) is a non-profit industrial development corporation duly established under the Development Corporation Act of 1979, as amended (Section 501.001 et seq. Texas Local Government Code, formerly the Development Corporation Act of 1979) (the “Act”);

**WHEREAS**, all of the powers of the corporation are vested in the SEDC Board of Directors (the “Board”) appointed by the governing body of the corporation’s authorizing unit; and

**WHEREAS**, the Act authorizes a development corporation to fund certain projects as defined by the Act and request development corporations to enter into performance agreements to establish and provide for the direct incentive or make an expenditure on behalf of a business enterprise under a project; and

**WHEREAS**, Section 501.103 authorizes expenditures for certain infrastructure improvement projects that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises; and

**WHEREAS**, Section 501.158 of the Act requires an incentive agreement to provide at a minimum for a schedule of additional payroll or jobs to be created or retained and capital investment to be made as consideration for any direct incentives provided or expenditures made by the corporation under the agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

**WHEREAS**, Kellum Real Estate, LLC (the “Company”) desires to make a capital investment in excess of 11.5 million dollars to construct a medical center and medical office complex consisting of three facilities projected to create or expand employment by over 220 jobs with an associated increase in local payroll of approximately 11 million dollars by February of 2031 in Schertz, Texas; and

**WHEREAS**, the SEDC desires to offer an incentive to enable the Company to locate and expand its investment pursuant to the proposed Economic Development Performance Agreement in substantial conformity with the Schertz Incentive Policy and the Act; and

**WHEREAS**, Section 505.159 of the Act requires that a corporation hold at least one public hearing on the proposed project before spending money to undertake the project and the public hearing was held on September 24, 2020; and

**WHEREAS**, following the public hearing, the Board approved the Economic Development Performance Agreement for the Company as set forth in Exhibit A attached hereto and incorporated herein (the "Agreement") between the SEDC and the Company, pursuant to the Act; and,

**WHEREAS**, Said Agreement and shall be effective upon approval by the Schertz City Council as required by Section 501.073 of the Act requiring approval of all programs and expenditures by the authorizing unit; and

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

Section 1. The Schertz City Council hereby approves the Economic Development Performance Agreement attached hereto as Exhibit A and authorizes the SEDC President to execute and deliver in the substantial form as attached.

Section 2. The Schertz Council approves a Resolution authorizing the expenditures contemplated herein for the reasons stated in the foregoing recitals.

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 Schertz City Council.

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

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

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

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

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

**PASSED AND ADOPTED, this 27<sup>th</sup> day of October, 2020.**

CITY OF SCHERTZ, TEXAS

---

Ralph Gutierrez, Mayor

ATTEST:

---

Brenda Dennis, City Secretary

(CITY SEAL)

Exhibit A

**ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT**  
**KELLUM REAL ESTATE, LLC.,**

[SEE ATTACHED]

# **ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT KELLUM REAL ESTATE, LLC**

This Performance Agreement (“Agreement”) is entered into to be effective as of the Effective Date (as defined in Article III below), by and between the City of Schertz Economic Development Corporation, located in Guadalupe County, Texas, a Texas non-profit industrial development corporation under the Development Corporation Act and governed by TEX. LOC. GOV. CODE chapters 501, 502 and 505 and the Texas Non-Profit Corporation Act (hereinafter called “SEDC”) created by, and for the benefit of the City of Schertz, Texas (hereinafter the called the “City”) Kellum Real Estate, LLC., a Texas Limited Liability Company, its associated entities, successors or assigns (hereinafter called “Company”), the SEDC and the Company collectively known as the “Parties” to this Agreement.

## **RECITALS**

**WHEREAS**, the Development Corporation Act of 1979, as amended (Section 501.001 et seq, Texas Local Government Code, formerly the Development Corporation Act of 1979) (the “Act”) authorizes a development corporation to fund certain projects as defined by the Act and requires development corporations to enter into performance agreements to establish and provide for the direct incentive or make an expenditure on behalf of a business enterprise under a project; and

**WHEREAS**, Section 501.103 authorizes expenditures for certain infrastructure improvement projects that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises; and

**WHEREAS**, Section 501.158 of the Act requires a performance agreement to provide at a minimum for a schedule of additional payroll or jobs to be created or retained and capital investment to be made as consideration for any direct incentives provided or expenditures made by a corporation under the agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

**WHEREAS**, The Company has purchased the Schertz Medical Center Land (as defined below), as more precisely described on Exhibit A (attached hereto and incorporated herein); and

**WHEREAS**, the SEDC adopted the Schertz Incentive Policy in May 2017 to guide and ensure consistency when providing incentives within the City of Schertz to promote economic development; and

**WHEREAS**, the SEDC desires to offer an Infrastructure Grant to the Company to enable the development the Schertz Medical Center Land pursuant to this Agreement in substantial conformity with the Schertz Incentive Policy and the Act; and

**WHEREAS**, the location of the Schertz Medical Center Land and the Facilities, as proposed, will contribute to the economic development of the City by creating new jobs and increased employment, promoting and developing expanded business enterprises, increased

development, increased real property value and tax revenue for the City, and will have both a direct and indirect positive overall improvement/stimulus in the local and state economy; and

**WHEREAS**, the Parties are executing and entering into this Agreement to set forth certain terms and obligations of the Parties with respect to such matters; and

**WHEREAS**, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof; and

**WHEREAS**, the Parties agree that all conditions precedent for this Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings; if any, have been conducted in accordance with Texas law; and

**WHEREAS**, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of the Parties.

**NOW, THEREFORE**, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

## **ARTICLE I RECITALS**

1. Recitals. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

## **ARTICLE II AUTHORITY AND TERM**

1. Authority. The SEDC's execution of this Agreement is authorized by the Act and constitutes a valid and binding obligation of the SEDC. The SEDC acknowledges that the Company is acting in reliance upon the SEDC's performance of its obligations under this Agreement in making the decision to commit substantial resources and money to the construction and establishment of the Project, hereinafter constructed and established.

2. Term. This Agreement shall become enforceable upon the Effective Date, hereinafter established, and shall continue until the Expiration Date, hereinafter established, unless terminated sooner or extended by written mutual agreement of the Parties in the manner provided for herein.

3. Purpose. The purpose of this Agreement is to formalize the agreements between the Company and the SEDC for the granting of funds to cover certain costs associated with the

Project and specifically state the covenants, representations of the Parties, and the incentives associated with the Company's commitment to abide by the provisions of the Act and to abide by the terms of this Agreement which has been approved by the SEDC and the Company as complying with the specific requirements of the Act. It is expressly agreed that this Agreement constitutes a single transaction. A failure to perform any obligation by the Parties may constitute a Default and shall terminate any further commitments (if any) by the non-defaulting Party unless an alternative penalty or remedy is provided for herein.

4. Administration of Agreement. Upon the Effective Date, the SEDC delegates the administration and oversight of this Agreement to the Executive Director of the SEDC. Any proposed amendments to the Agreement shall require the approval of the Board of Directors of the SEDC.

### **ARTICLE III DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as ascribed by common and ordinary usage.

"Bankruptcy" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any party of such Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"Calendar Year" shall mean January 1 through December 31.

"Certificate of Occupancy" shall mean the signed certificate issued by the City of Schertz Inspections Division confirming that the entire work covered by the permit and plans are in place. The Certificate of Occupancy shall be used to document the Company's Capital Investment.

"Default" unless otherwise specifically defined or limited by this Agreement shall mean failure by any Party to timely and substantially comply with any performance requirement, duty, or covenant.

"Effective Date" shall be the date of the last signing by a party to the agreement.

"Expiration Date" shall mean the earlier of:

1. 10 years from the Effective Date; or
2. The date of termination, provided for under Article VII of this Agreement.

"Facilities" shall mean the three proposed office buildings described in elevations submitted to the City of Schertz as of September 15, 2020 constructed on the Schertz Medical Center Land wherein Company intends to attract and expand office opportunities and jobs.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party, including, without limitation, acts of God or the public enemy, war riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of a Party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“Infrastructure Grant” shall have the meaning set forth in Article IV, Section 1.

“Infrastructure Improvements” shall mean those items set forth in Article V Section 1.

“Letter of Acceptance” shall mean a signed letter issued by the City of Schertz accepting the Infrastructure Improvements.

“New Jobs” shall mean jobs that are created as a result of the construction of the Facilities and shall exclude any job relocated from any other location of Company within the City of Schertz.

“Project” shall mean the construction of the Infrastructure Improvements.

“Project Costs” shall mean the actual construction costs incurred by Company for the completion of the Infrastructure Improvements, and shall specifically include the sewer line impact fee, sewer line extension and connections, water main re-locate, and road infrastructure and exclude any management fee for Company or its developer and tree mitigation fee.

“Schertz Medical Center Land” shall mean the approximately 5.403 acres located within the City of Schertz, Texas as approximately shown on Exhibit A.

“State of Texas” shall mean the Office of the Texas Comptroller, or its successor.

#### **ARTICLE IV SEDC OBLIGATION**

1. Infrastructure Grant. Subject to the satisfaction of all the terms and conditions of this Agreement and the obligation of the Company to repay the Infrastructure Grant pursuant to Article V hereof, the SEDC shall pay the Company, for the actual construction costs of the Infrastructure Improvements, an amount not to exceed THREE HUNDRED FIFTY THOUSAND DOLLARS and NO/100 (\$350,000.00) (the “Infrastructure Grant”).

2. Current Revenue. The Infrastructure Grant shall be paid solely from lawfully available funds of the SEDC. Under no circumstances shall the obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. The SEDC represents and warrants that it has funds available for distribution sufficient to fully and timely pay the full Infrastructure Grant, will reserve such funds solely for such purpose, and will not make any special or general allocations of the SEDC’s current and future funds that would render the SEDC unable to timely make the full Infrastructure Grant along with its other obligations. None of the obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

3. Confidentiality. The SEDC agrees to keep all information and documentation received pursuant to this Agreement confidential to the extent allowed under the Texas Public Information Act (TPIA). In the event a request is made for such information, SEDC will notify the Company and follow the process stated in the TPIA for determining what information must be released and what information should be withheld until seeking a ruling from the Attorney General of Texas.

## **ARTICLE V PERFORMANCE OBLIGATIONS OF COMPANY**

The obligation of the SEDC to pay funds from the Infrastructure Grant shall be conditioned upon the Company's continued compliance with and satisfaction of each of the performance obligations set forth in this Agreement.

1. Infrastructure Improvements. The Company will construct the following Infrastructure Improvements upon the Schertz Medical Center Land, as depicted on Exhibit B:

- (a) Construct and pay all sewer line extensions, connections and impact fees associated with the approximate development depicted in Exhibit B.
- (b) Construct and pay all water line extensions, relocation, and impact fees associated with the approximate development depicted in Exhibit B.
- (e) Construct all roadway infrastructure associated with the approximate development depicted in Exhibit B.
- (f) All improvements must be constructed to the City specifications as identified in the City of Schertz Public Works Design Specifications as evidenced by a Letter of Acceptance issued by the City of Schertz.
- (g) Allow access by the SEDC to all construction documents related to the Infrastructure Improvements during the term of the Agreement.
- (h) Commence within ninety (90) days from the Effective Date and complete Infrastructure Improvements within three-hundred sixty-five (365) days from the Effective Date.

2. Facility Size and Capital Investment. The Company shall construct the Facilities on the Schertz Medical Center Land with the following size and minimum capital investment which shall be verified by the Company through the receipt of the Certificate of Occupancy;

- (a) Facility One shall be at least TWENTY-THREE THOUSAND (23,000) square feet and have a minimum capital investment of FIVE MILLION NINE HUNDRED NINETY-FIVE THOUSAND EIGHT HUNDRED NINETY-NINE DOLLARS AND NO/100 (\$5,995,899.00)

(b) Facility Two shall be at least FOUR THOUSAND (4,000) square feet and have a minimum capital investment of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO/100 (\$1,500,000.00)

(c) Facility Three shall be at least TWELVE THOUSAND (12,000) square feet and have a minimum capital investment of THREE MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO/100 (\$3,500,000.00)

3. New Job and Annual Payroll Creation. The Company's capital investment will result in the creation of New Jobs and Annual Payroll within the Schertz Medical Center Land which will be reported through conditions imposed by lease agreements and as reported to the Texas Workforce Commission for each year according to the following schedule:

Performance Year	New Jobs	Total Jobs	Payroll	Annual Report
2021	50	50	\$ 2,200,000.00	February 15, 2022
2022	30	80	\$ 3,500,000.00	February 15, 2023
2023	10	90	\$ 4,800,000.00	February 15, 2024
2024	30	120	\$ 5,300,000.00	February 15, 2025
2025	25	145	\$ 6,600,000.00	February 15, 2026
2026	25	170	\$ 7,700,000.00	February 15, 2027
2027	15	185	\$ 8,800,000.00	February 15, 2028
2028	15	200	\$ 9,400,000.00	February 15, 2029
2029	15	215	\$10,560,000.00	February 15, 2030
2030	10	225	\$11,000,000.00	February 15, 2031

4. Annual Report. The Company shall submit an Annual Report for the preceding Calendar Year to the Executive Director of the SEDC each year not later than February 15<sup>th</sup>. The Annual Report should substantially conform to the Annual Report Form attached as Exhibit C to this Agreement. The first Annual Report will be due February 15<sup>th</sup>, 2021.

5. Payment of Legal Fees. Each Party shall bear its own legal fees in connection with the negotiation of this Agreement. The Company commits to reimburse the SEDC for the necessary legal fees in the preparation of any amendment to this Agreement, if and when such amendment is requested by the Company. Timely payment shall be made within sixty (60) days of submittal of invoice to the Company by the SEDC or its assigns.

## ARTICLE VI COVENANTS AND DUTIES

1. The Company Covenants and Duties. The Company makes the following covenants and warranties to the SEDC and agrees to timely and fully perform the obligations and duties contained in Article V of this Agreement. Any false or substantially misleading statements

contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the Company.

(a) The Company is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during any term of this Agreement.

(b) The execution of this Agreement has been duly authorized by the Company's authorized agent, and the individual signing this Agreement is empowered to execute such Agreement and bind the entity. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of the Company's operating agreement, or of any agreement or instrument to which the Company is a party to or by which it may be bound.

(c) The Company is not a party to any Bankruptcy proceedings currently pending or contemplated, and the Company has not been informed of any potential involuntary Bankruptcy proceedings.

(d) To its current, actual knowledge, the Company has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.

(e) The Company agrees to obtain or cause to be obtained, all necessary permits and approvals from City and/or all other governmental agencies having jurisdiction over the construction of Infrastructure Improvements and Facilities within the Schertz Medical Center Land.

(f) The Company shall be responsible for paying, or causing to be paid, to the City and all other governmental agencies the cost of all applicable permit fees and licenses required for construction of the Project. The Company agrees to develop the Project in accordance with the ordinances, rules, and regulations of the City in effect on the date the Project was designed, unless specified otherwise in this Agreement. The Company, in its sole discretion, may choose to comply with any or all City rules promulgated after the Effective Date of this Agreement.

(g) The Company agrees to commence and complete the Project in strict accordance with this Agreement.

(h) The Company shall cooperate with the SEDC in providing all necessary information to assist them in complying with this Agreement. Cooperation shall include, but not be limited to, providing evidence and copies of construction contracts, payments for construction, permits, construction supply purchases, and any other documentation deemed necessary by SEDC to substantiate the reported Project Costs.

(i) During the term of this Agreement, Company agrees to not knowingly employ any undocumented workers as part of the Project, and, if convicted of a violation under 8 U.S.C. Section 1324a (1), Company shall be in Default (subject

to the remedies in Article V above). Company is not liable for an unknown violation of this Section by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts provided however that identical federal law requirements provided for herein shall be included as part of any agreement or contract which Company enters into with any subsidiary, assignee, affiliate, or franchisee for which the Operations Grant and Annual Grant provided herein will be used.

(j) Company shall not be in arrears and shall be current in the payment of all City taxes and fees as to the Schertz Medical Center Land.

2. SEDC's Covenants and Duties.

(a) Infrastructure Grant. The SEDC is obligated to pay the Company an Infrastructure Grant in the amount of up to THREE HUNDRED FIFTY THOUSAND DOLLARS AND NO/100 (\$350,000.00) in accordance with Article IV, Section 1 within forty-five (45) days after the Company provides the SEDC written notice and sufficient documentation evidencing:

- i. the completion of construction of the Infrastructure Improvements in accordance with Article V, Section 1;
- ii. issuance of certificates of occupancy for Facility One and Facility Two per Article V, Section 2;
  1. for purposes of compliance with Article V, Section 2, copies of Certificates of Occupancy issued by the City of Schertz indicating the valuation and square footage of the completed facilities shall constitute sufficient documentation.
- iii. if applicable, compliance with the New Job and Annual Payroll Creation requirements of Article V, Section 3.

(b) The SEDC represents and warrants to the Company that this Agreement is within their authority, and that they are duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction.

(c) SEDC shall cooperate with the Company in providing all necessary information and documentation to assist them in complying with this Agreement.

3. Compliance and Default. Failure by the Company to timely comply with any performance requirement, duty, or covenant shall be considered an act of Default and shall give the SEDC the right to terminate this Agreement and collect the Recapture Amount (as defined below), as determined by the Board of Directors of the SEDC.

## **ARTICLE VII TERMINATION**

1. Termination. This Agreement shall terminate upon the earliest occurrence of any one or more of the following:

- (a) The written agreement of the Parties;

- (b) The Company satisfying all of the Performance and Obligations set forth in Article V, (1) and (2);
- (c) The Agreement's Expiration Date;
- (d) Default by the Company of the terms and conditions set forth herein.

## **ARTICLE VIII DEFAULT**

1. The Company's Events of Default. The following shall be considered an Event of Default by the Company:

- (a) Failure of the Company to perform any term, covenant or agreement contained in this Agreement; or
- (b) SEDC determines that any representation or warranty contained herein or in any financial statement, certificate, report or opinion prepared and submitted to SEDC in connection with or pursuant to the requirements of this Agreement was incorrect or misleading in any material respect when made; or
- (c) Any judgment is assessed against the Company or any attachment or other levy against the property of the Company with respect to a claim remains unpaid, unstayed on appeal, not discharged, not bonded or not dismissed for a period of ninety (90) days; or
- (d) The Company makes an assignment for the benefit of creditors; files a petition in bankruptcy; is adjudicated insolvent or bankrupt; petitions or applies to any tribunal for any receiver or any trustee of the Company or any substantial part of the Schertz Medical Center Land; commences any action relating to the Company under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect; or if there is commenced against the Company any such action and such action remains undismissed or unanswered for a period of ninety (90) days from such filing;
- (e) The Company changes its present ownership more than fifty-one (51%) without written notification to SEDC within thirty (30) days of such change; or

2. SEDC Events of Default. SEDC fails to fulfill an obligation set forth within the terms and conditions of this Agreement.

3. Remedies for Default

- (a) The Company's sole remedy under this Agreement is specific performance for SEDC's Default of its obligations under section IV of this Agreement.
- (b) In the event of Default by the Company, the SEDC shall provide the Company written notice of Default, and a minimum period of ninety (90) days after the receipt of said notice to cure such default. If the Company fails to cure

such default or fails to take significant action to cure such default, the SEDC shall, as its sole and exclusive remedy for Default hereunder, have the right to terminate this Agreement and recapture one hundred percent (100%) of the funds distributed from the Infrastructure Grant to Company plus interest at the rate of five percent (5%) per annum from the Effective Date until paid in full if the Default occurs on or prior to the Expiration Date (the "Recapture Amount"). The Recaptured Amount shall be paid by Company within thirty (30) days after the date Company is notified by the SEDC of such Default (the "Payment Date").

4. Limitation on Use of Funds in the Event of Default. Under no circumstances will the funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding regarding this Agreement against the City or the SEDC.

## **ARTICLE IX MISCELLANEOUS**

1. Binding Agreement. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. The Executive Director of the SEDC shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the SEDC, on behalf of the Parties related thereto.

2. Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

3. Assignment. The Company shall have the right to assign all of its rights, duties, and obligations under this Agreement to a duly qualified third party with prior written approval of the SEDC, which approval shall not be unreasonably withheld, conditioned or delayed. Any assignment provided for herein shall not serve to enlarge or diminish the obligations and requirements of this Agreement, nor shall they relieve the Company of any liability to the SEDC including any required indemnity in the event that any Assignee hereof shall at any time be in Default of the terms of this Agreement. The SEDC may demand and receive adequate assurance of performance including the deposit or provision of financial security by any proposed assignee prior to its approval of an assignment.

4. Independent Contractors.

(a) It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, Company at no time will be acting as an agent of the SEDC and that all consultants or contractors engaged by Company respectively will be independent contractors of Company; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. The Parties hereto understand and agree that the SEDC will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by Company respectively under this Agreement, unless any such claims are due to the fault of the SEDC.

(b) By entering into this Agreement, except as specifically set forth herein, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign or official immunity by the SEDC with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.

(c) No employee of the SEDC, or any board member, or agent of the SEDC, shall be personally responsible for any liability arising under or growing out of this Agreement.

5. Notice. Any notice required or permitted to be delivered hereunder shall be deemed delivered by actual delivery, or on the first business day after depositing the same in the hands of a reputable overnight courier (such as United States Postal Service, FedEx or UPS) and addressed to the Party at the address set forth below:

If intended for SEDC: City of Schertz Economic Development Corporation  
Attention: Exec. Dir. of Economic Development  
1400 Schertz Parkway  
Schertz, TX 78154

With a copy to:  
Denton, Navarro, Rocha, Bernal, & Zech, PC  
Attention: T.Daniel Santee  
2517 North Main Avenue  
San Antonio, TX 78212

If to Company: Kellum Real Estate, LLC  
Attention: Daniel Kellum  
3401 Roy Richard Drive  
Schertz, TX 78154

With a copy to:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any Party may designate a different address at any time upon written notice to the other Parties.

6. Governmental Records. All invoices, records and other documents required for submission to the City pursuant to the terms of this Agreement are Governmental Records for the purposes of Texas Penal Code Section 37.10

7. Governing Law. The Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement shall be in the Courts of Guadalupe County. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

8. Amendment. This Agreement may be amended by mutual written agreement of the Parties, as approved by the Board of Directors of the SEDC.

9. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, and it is the intention of the Parties to this Agreement that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

10. Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

11. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the Board of Directors of the SEDC.

12. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

13. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

14. Exhibits. Any Exhibits attached hereto are incorporated by reference for all purposes.

15. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

16. Indemnification. **COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD THE SEDC AND THE CITY, AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGEMENTS, ATTORNEY FEES, COSTS, EXPENSES AND ANY CAUSE OF ACTION THAT DIRECTLY RELATES TO ANY OF THE FOLLOWING: ANY CLAIMS OR DEMANDS BY THE STATE OF TEXAS THAT THE SEDC HAS BEEN ERRONEOUSLY OR OVER-PAID SALES AND USE TAX FOR ANY PERIOD DURING THE TERM OF THIS AGREEMENT AS A RESULT OF THE FAILURE OF COMPANY TO MAINTAIN A PLACE OF BUSINESS AT THE PROPERTY OR IN THE CITY OF SCHERTZ, OR AS A RESULT OF ANY ACT OR OMISSION OR BREACH OR NON-PERFORMANCE BY COMPANY UNDER THIS AGREEMENT EXCEPT THAT THE IMDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE ACTION OR OMISSIONS OF THE SEDC OR CITY. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT BEING THE INTENTION OF THE PARTIES THAT COMPANY SHALL**

**BE RESPONSIBLE FOR THE REPAYMENT OF ANY FUNDS PAID TO COMPANY HEREIN THAT INCLUDES CITY SALES TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WAS ERRONEOUSLY PAID, DISTRIBUTED OR ALLOCATED TO THE SEDC.**

17. Additional Instruments. The Parties agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.

18. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by Company, Company shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to causes of any kind whatsoever which are caused by Force Majeure.

19. Time Periods. Unless otherwise expressly provided herein, all periods for delivery or review and the like will be determined on a “calendar” day basis. If any date for performance, approval, delivery or Closing falls on a Saturday, Sunday or legal holiday (state or federal) in the State of Texas, the time therefor will be extended to the next day which is not a Saturday, Sunday or legal holiday.

[SIGNATURE PAGE IMMEDIATELY FOLLOWING]

Executed on this 23 day of September, 2020

**COMPANY:**

Kellum Real Estate, LLC.  
A Texas Corporation

By: Kellum Real Estate, LLC

By: [Signature]  
Name, Daniel Kellum  
Title, President

STATE OF TEXAS X  
COUNTY OF Spang X

This information was acknowledged before me on this 23 day of September, 2020 by Daniel Kellum as Manager of Kellum Real Estate, LLC., on behalf of said company.



[Signature]  
Notary Public, State of Texas

Mindy Paxton  
Notary's typed or printed name

01/25/2022  
My commission expires

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**CITY OF SCHERTZ ECONOMIC  
DEVELOPMENT CORPORATION**

By: \_\_\_\_\_

Name: Paul Macaluso

Title: Board President

STATE OF TEXAS                   X  
COUNTY OF GUADALUPE       X

This information was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
by \_\_\_\_\_, \_\_\_\_\_ for the City of Schertz Economic Development Corporation, a Texas  
non-profit industrial development corporation, on behalf of said agency.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Notary's typed or printed name

\_\_\_\_\_  
My commission expires

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
\_\_\_\_\_, SEDC Attorney

**EXHIBIT A**

**SCHERTZ FAMILY MEDICAL CENTER LAND LEGAL DESCRIPTION**

Lot 3, Block 1, Cal Stone Subdivision Replat, Guadalupe County, Texas.

Lot 4, Block 1, Cal Stone Subdivision Replat, Guadalupe County, Texas.



**EXHIBIT C**  
**ANNUAL REPORT**

# Annual Certification Report

Reporting Period: January 1 to December 31, 20\_\_

The Annual Certification Report for the Economic Development Performance Agreement between the City of Schertz Economic Development Corporation and Kellum Real Estate, LLC., is due on **February 15, 20\_\_**. Please sign and return the Annual Certification Report form with accompanying narrative.

## I. PROJECT INFORMATION

### Project Information:

Company's legal name: \_\_\_\_\_

Project address subject to incentive: \_\_\_\_\_

Company primary contact: \_\_\_\_\_ Title: \_\_\_\_\_

Phone number: \_\_\_\_\_ E-mail address: \_\_\_\_\_

## II. REPORTING INFORMATION

### Employment and Wage Information:

Has the Company employed undocumented workers?  Yes  No

What is the total number of New Jobs created at the Schertz Medical Center during the calendar year? \_\_\_\_\_

What is the total Annual Payroll for the Schertz Medical Center during the calendar year? \_\_\_\_\_

### Narrative:

Please attach a brief narrative explaining the current year's activities and/or comments relating to any potential defaults.

## III. ADDITIONAL INFORMATION (VOLUNTARY)

### Employment:

Total part-time employees: \_\_\_\_\_

Total annual payroll: \_\_\_\_\_

Number of employees that live in Schertz, Texas: \_\_\_\_\_

Interested in being contacted about workforce training opportunities?  Yes  No

Interested in being contacted for assistance with City permits?  Yes  No



**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** October 27, 2020  
**Department:** Parks, Recreation & Community Service  
**Subject:** Resolution No. 20-R-120 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing the City Manager to submit a Local Parks Grant application to the Texas Parks & Wildlife Department Outdoor Recreation Grants Program for future development of the Hilltop/Homestead Park. (B. James/L. Shrum)

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**BACKGROUND**

The City of Schertz has owned an 8-acre parcel known unofficially as "Hilltop Park" for close to a decade and it has been undeveloped due to a lack of funding. Over the past few years, city staff has been able to address deferred maintenance and begin to create a Capital Improvements Plan. As part of that process, staff focused on the Hilltop Park area and discovered some adjacent HOA properties that could be acquired to create a larger community park. Around the same time, the Homestead development started coming on-line and staff worked with the developer to create the future city park in the Homestead development that would be adjacent to the existing Hilltop Park site. City staff hired a consultant to develop a conceptual plan for how the site could come together as a contiguous 45-acre nature-based community park that would be a jewel for the residents of Schertz.

City staff met with both HOA boards who own the adjacent land and both are open to donating the land for the project. The appraised value of the land will be utilized as part of the match requirement for the grant, reducing the city's cash match requirement for the project. Staff is working to get letter of commitment from them to turn in with the grant.

The TPWD Outdoor Recreation Grant for Local Parks has an annual funding cycle with applications being accepted in the fall (Due Nov. 6, 2020) with awards being disbursed late summer/early fall of 2021. Additional public input meetings for residents in Northern Schertz will be held over the next year to continue to garner feedback on the proposed conceptual plan and amenities.

**GOAL**

The goal is to consolidate the existing city-owned "Hilltop Park" with the existing HOA owned properties and the future Homestead Park (to be developed by the developer) into a 45-acre nature-based community park which would be the first community park in Northern Schertz - a true jewel for the residents of Schertz.

**COMMUNITY BENEFIT**

This will be the first large community park in northern Schertz and will be a huge benefit to the residents of this area. Schertz residents in the northern area of the city have provided feedback over the years of feeling isolated from Central Schertz and not having the same amenities as Central Schertz. Residents of northern Schertz have also said they have had to go to adjacent New Braunfels for their recreation needs. This 45-acre community park will have trails, picnic pavilions, an overlook, a fishing pond, and nature-based playground all right in Northern Schertz residents' backyard. They will be able to exercise in the park and be able to enjoy all the physical and psychological benefits of having green space in their neighborhood and will not have to get in the car to travel to another city to enjoy those

benefits.

**SUMMARY OF RECOMMENDED ACTION**

Staff recommends Council approve Resolution No. 20-R-120.

**FISCAL IMPACT**

The grant provides funds up to \$750,000 and the city must match the \$750,000 for a total project of \$1.5 million. Funding for the city's match will come from various sources: the appraised value of donated land from adjacent HOA's; in-kind labor from city staff and volunteer groups; Park Fund reserves; and General Fund capital improvement dollars in Parks & Recreation budget.

**RECOMMENDATION**

Staff recommends Council approve Resolution No. 20-R-120.

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**Attachments**

Resolution 20-R-120

Hilltop/Homestead Park presentation

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**RESOLUTION NO. 20-R-120**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO SUBMIT A LOCAL PARKS GRANT APPLICATION TO THE TEXAS PARKS & WILDLIFE DEPARTMENT OUTDOOR RECREATION GRANTS PROGRAM FOR FUTURE DEVELOPMENT OF THE HILLTOP/HOMESTEAD PARK, AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City staff of the City of Schertz (the “City”) has recommended that the City submit an application for a \$750,000 matching grant for future park development at the Hilltop/Homestead Park property; and

WHEREAS, the City Council has determined that it is in the best interest of the City to submit an application for a grant for future park development.

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

Section 1. The City Council hereby authorizes city staff to apply for a Local Parks Grant from the Texas Parks & Wildlife Department Outdoor Recreation Grants Program for future development of Hilltop/Homestead Park.

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 27th day of October, 2020.

CITY OF SCHERTZ, TEXAS

---

Ralph Gutierrez, Mayor

ATTEST:

---

Brenda Dennis, City Secretary

(CITY SEAL)

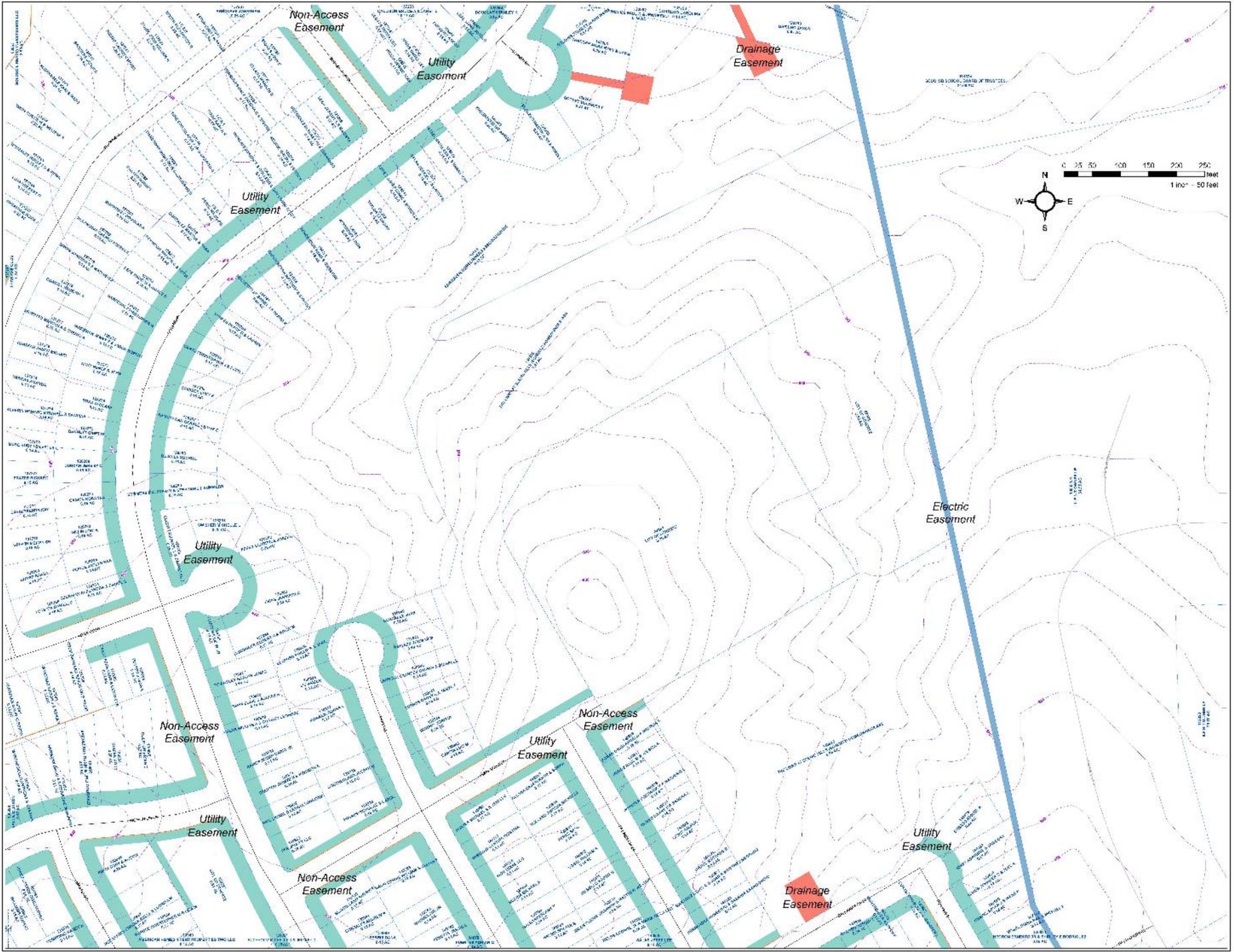
# Hilltop/Homestead Park

AN IDEA TO CONSOLIDATE EXISTING AND FUTURE  
PARKS AND OPEN SPACE AREAS INTO AN  
APPROXIMATELY 45 ACRE NATURE-BASED FACILITY

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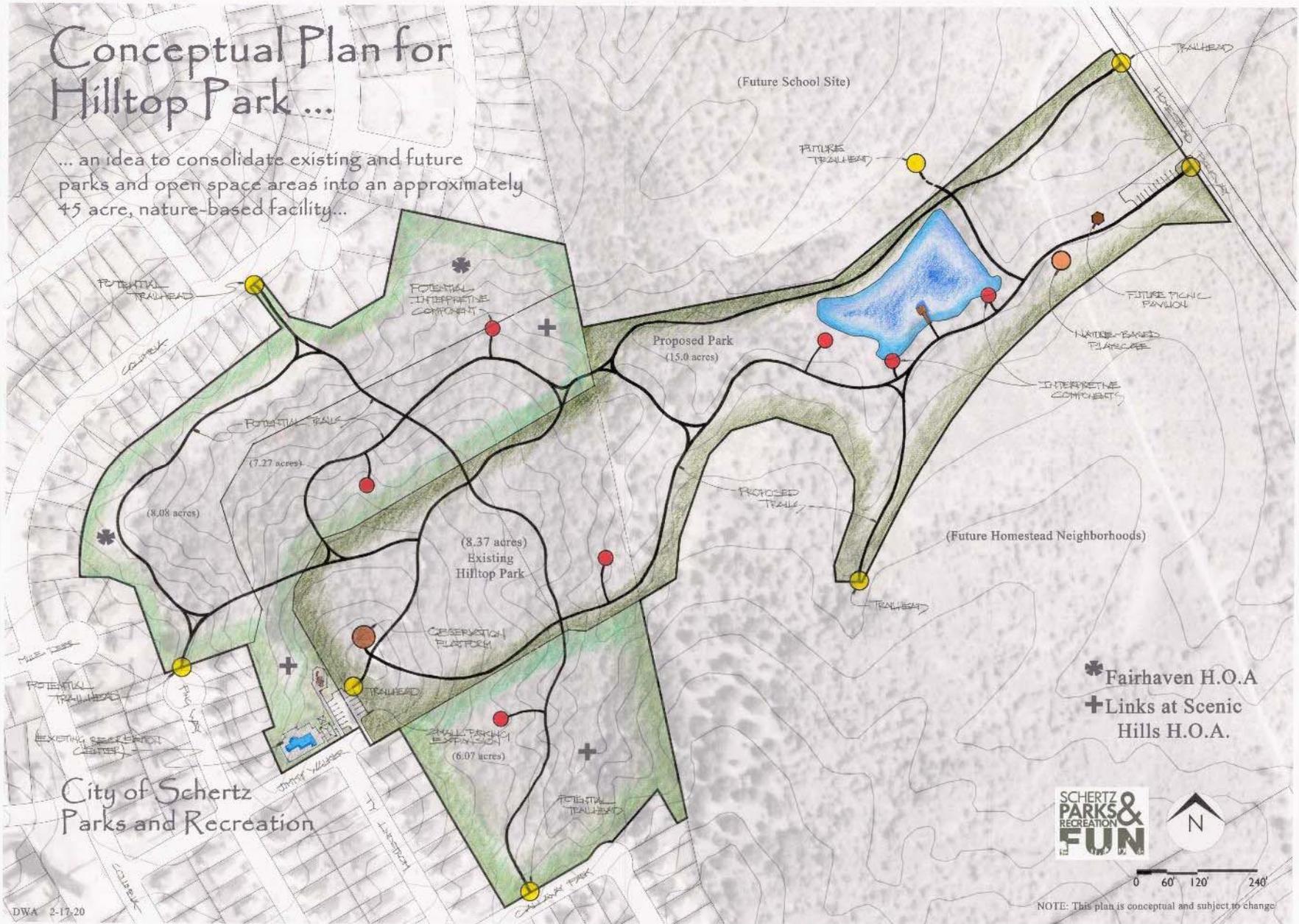






# Conceptual Plan for Hilltop Park ...

... an idea to consolidate existing and future parks and open space areas into an approximately 45 acre, nature-based facility...





Hilltop Overlook





Pond and Fishing Pier





Picnic Pavilions and Interpretive Signage





Nature-based Playscape



# Multi-use Trails



# Possible Funding Sources

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- Local Parks Non-Urban Outdoor Recreation Grant \$750,000
  - Local match needed of \$750,000 and can be one of the following:
    - Voter approved bonds
    - Applicant cash and EDC funds
    - Applicant in-house labor, equipment, and materials
    - Applicant publicly-owned non-parkland
    - Fees or cash in-lieu of mandatory dedicated parkland
    - Donated land, cash, labor, equipment, and materials
    - Other grants awarded
- Recreational Trails Grant \$200,000
- Park Fund Reserves
- Bond Funds
- In-kind Labor and Partnerships

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** October 27, 2020  
**Department:** Executive Team  
**Subject:** Resolution No. 20-R-117 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas approving a request for a Schertz Main Street Local Flavor Economic Development Grant for 603 Main. (M. Browne/B. James)

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**BACKGROUND**

The owner of the property at 603 Main Street is applying for a Local Flavor Grant. The owner is in the process of converting the structure from a residence into a business. The grant is for up to \$20,000 of matching funds for a range of eligible expenses in the different categories. This includes a roof, and air conditioning system, plumbing, electrical, landscaping, concrete and potentially signage. As a result of the lack of Council meetings in October the applicant has begun some of the work, understanding there is no guarantee of receiving approval of the grant, but the applicant did apply before beginning the work as required per the program.

**GOAL**

Promote and enhance commercial activity along Main Street to promote the economic, cultural and general welfare of the public. The area around Main Street in Schertz once served as the commercial and social hub of the community. The City seeks to improve the image of the area around Main Street through the inducement of public money to promote local economic development and stimulate business and commercial activities in the City.

**COMMUNITY BENEFIT**

Encourage the attraction of small businesses that will 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. 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 of local businesses.

**SUMMARY OF RECOMMENDED ACTION**

Staff recommends approval of Resolution 20-R-117 approving a Schertz Main Street Local Flavor Economic Development Grant for up to \$20,000 for 603 Main.

**FISCAL IMPACT**

Up to \$20,000 for the grant.

**RECOMMENDATION**

Approval of Resolution 20-R-117.

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20-R-117

603 Main Agreement

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**RESOLUTION NO. 20-R-117**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPROVING A REQUEST FOR A SCHERTZ MAIN STREET LOCAL FLAVOR ECONOMIC DEVELOPMENT GRANT FOR 603 MAIN STREET IN THE CITY OF SCHERTZ, TEXAS, AND RELATED MATTERS IN CONNECTION THEREWITH**

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

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

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

**WHEREAS**, Foster civic pride in the beauty and accomplishments of the past, and to promote the use of the historic structures for the culture, education, and general welfare of residents; and

**WHEREAS**, 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.

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

**WHEREAS**, staff is in support of this program and recommended approval of the grant request for 603 Main Street for up to \$20,000;

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

Section 1. The City Council hereby approves the Schertz Main Street Local Flavor Economic Development Grant request for 603 Main Street subject to the approved criteria of the program and execution of a funding agreement generally as outlined in Exhibit "A".

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

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

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

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

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

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

PASSED AND ADOPTED, this 27<sup>th</sup> day of October, 2020.

CITY OF SCHERTZ, TEXAS

---

Ralph Gutierrez, Mayor

ATTEST:

---

Brenda Dennis, City Secretary

(CITY SEAL)

## **Exhibit A**

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

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

This Local Flavor Development Program Funding Agreement (AGREEMENT) is made and entered into by  
and between the City of  
Schertz, Texas (CITY) and PKM Ventures LLC, (ENTITY).

WHEREAS, the ENTITY has developed a proposal to  
Make improvements and repairs, including shell/exterior renovations including new roof, AC, plumbing,  
concrete, electrical, landscaping and signage work to 603 Main (the “Project”); and

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

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

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

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

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

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

WHEREAS, the City Council of the City of Schertz desires to provide funds to PKM Ventures LLC (ENTITY).

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

## GENERAL PROVISIONS

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

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

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

Section 4. Authorization of Payment. Subject to the ENTITY'S satisfactory performance and compliance with the terms of this AGREEMENT, the CITY agrees to pay the ENTITY up to fifty percent (50%) of the Project. The Project is estimated to be over \$40,000.00 and fifty percent of which, is capped at 20,000.00 for work falling within the criteria for façade, site, signage and systems grants. Payment will be made within forty-five (45) days of acceptance of the complete Post Event Report. Partial or incomplete reports will not be accepted. Only expenditures that meet Chapter 351 of the Tax Code and this AGREEMENT shall be reimbursed.

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

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

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

Section 8. Indemnification. The ENTITY agrees to defend, indemnify and hold harmless the CITY, its officers, agents and employees, against any and all claims, lawsuits, judgments, cause of action, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the ENTITY'S breach of any of the terms or provisions of this AGREEMENT, or by any negligent act or

omission of the ENTITY, its officers, agents, servants, employees, contractors, or subcontractors, in the performance of this AGREEMENT; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of the CITY, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both the ENTITY and the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Both parties expressly agree that this AGREEMENT does not assign any responsibility for civil liability to the City of Schertz that may arise by virtue of this AGREEMENT.

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

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

to the CITY at:

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

To PKM Ventures LLC:  
Attention: Nicholas Marquez  
PO Box 284  
Cibolo, Texas 78108

#### MISCELLANEOUS

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

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

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

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

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

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

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

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

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

IN WITNESS HEREOF, the CITY and ENTITY make and execute this AGREEMENT to be effective this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF SCHERTZ, TEXAS

ENTITY

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
(Title)

ATTEST:

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City Secretary

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(Title)

## EXHIBIT A

[Describe the project to be performed]

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** October 27, 2020  
**Department:** Information Technology  
**Subject:** Resolution No. 20-R-121 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing the purchase of computer equipment in the amount of \$88,624.84 from Great South Inc, DBA Computer Solutions. (B. James/M. Clauser)

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**BACKGROUND**

The City of Schertz Information Technologies Dept. has the responsibility of providing a robust, reliable, secure and scalable platform for the City's mission-critical information assets. As part of the overall disaster recovery and business continuity plan the IT dept in 2019 purchased and installed an enterprise-level virtual server capable of consolidating multiple physical servers as well as laying the foundation for systems replication later on. For this FY Council approved a line item in the IT budget to purchase a second identical virtual server that would create a target for replication and business continuity. The vendor chosen for this purchase is Great South Inc, DBA Computer Solutions. Under Texas DIR buy board contract DIR-TSO-4167 they provided the original system and have submitted a proposal under the same Texas DIR buy board contract for the second system in the amount of \$88,624.84.

**GOAL**

By adding additional infrastructure such as geographically separated virtual data management systems the City continues to move closer to having a robust and reliable disaster-recovery and business continuity foundation. In the event of a disaster or catastrophic systems' failure mission-critical information systems, this technology purchase will allow the City's mission-critical information assets to be replicated and retrievable from different locations.

**COMMUNITY BENEFIT**

Continuous access to City resources by staff and others ensures that the City can meet citizens' expectations for services and support - especially in times of emergencies. By having a robust disaster recovery and business continuity foundation in place, staff can respond more quickly to emergencies and focus on supporting the community using systems and information assets that otherwise would not be readily available.

**SUMMARY OF RECOMMENDED ACTION**

Recommend approval to purchase computer equipment in the amount of \$88,624.84 from Great South Inc, DBA Computer Solutions

**FISCAL IMPACT**

This purchase is a budgeted expense as approved by Council in the FY 20/21 IT budget.

**RECOMMENDATION**

Staff recommends Council approve Resolution No. 20-R-121 authorizing the purchase of computer equipment from Great South, Inc., DBA Computer Solutions in the amount of 88,624.84.

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**Attachments**

20-R-121

ComSol Quote 1026623

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**RESOLUTION NO. 21-R- 121**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A PURCHASE AGREEMENT WITH GREAT SOUTH, INC, DBA COMPUTER SOLUTIONS, AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City staff of the City of Schertz (the “City”) has recommended that the City enter into a purchase agreement with Great South, Inc, DBA Computer Solutions relating to purchase of certain computer hardware in the amount of \$88,624.84 and

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Great South, Inc, DBA Computer Solutions pursuant to the proposal attached hereto as Exhibit A (the “proposal”).

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 accept the proposal with Great South, Inc, DBA Computer Solutions in substantially the form set forth on Exhibit A.

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

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

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

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

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

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

PASSED AND ADOPTED, this 27th day of October, 2020.

CITY OF SCHERTZ, TEXAS

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Ralph Gutierrez, Mayor

ATTEST:

---

Brenda Dennis, City Secretary

(CITY SEAL)

**EXHIBIT A**

\_\_\_\_\_ **AGREEMENT**



**Great South Texas Corp dba  
Computer Solutions**

814 Arion Parkway, Suite 101  
San Antonio, Texas 78216  
United States  
http://www.comsoltx.com  
(P) (210) 369-0300  
(F) 210-369-0389

**Quote (Open)**

<b>Date</b> Oct 05, 2020 12:26 PM CDT	<b>Expiration Date</b> 11/04/2020
<b>Modified Date</b> Oct 05, 2020 09:02 PM CDT	
<b>Doc #</b> 1026623 - rev 1 of 1	
<b>Description</b> Library Virtualization/Storage	
<b>SalesRep</b> Watkins, Craig (P) 210-369-0355 (F) 210-369-0389	
<b>Customer Contact</b> Clauser, Myles (P) 210-619-1180 mclauser@schertz.com	

**Customer**

City of Schertz (CoSchertz)  
Clauser, Myles  
1400 Schertz Parkway  
Schertz, TX 78154  
United States

**Bill To**

City of Schertz  
Accounts, Payable  
1400 Schertz Parkway  
Schertz, TX 78154  
United States

**Ship To**

City of Schertz  
1400 Schertz Parkway  
Schertz, TX 78154  
United States

**Certifications:** WBE/SBE/HUB:

1942650013800 Exp:  
04/26/2022

**Sales Order Type:** Drop  
Ship - Ship to customers  
location

<b>Customer PO:</b>	<b>Terms:</b> Undefined	<b>Ship Via:</b> FedEx Ground
<b>Special Instructions:</b>		<b>Carrier Account #:</b>

#	Description	Part #	List Price	Qty	Unit Price	Total
<b>Cisco UCS Mini Chassis and Cisco UCS 6324 Fabric Interconnects</b>						
1	UCS SP Select 5108 AC2 Chassis w/FI6324 Rack-mountable - 6U - up to 8 blades - power supply - hot-plug 2500 Watt - with 2 x UCS 6324 Fabric Interconnect Note: Cisco Systems - DIR-TSO-4167	UCS-SP-MINI	\$25,969.61	1	\$10,387.84	\$10,387.84
2	SMARTNET 8X5XNBD UCS SP Select 5108 AC2 Chassis w/FI6324, UC Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: UCS-SP-MINI, UCS-SP-MINI-RF Note: Cisco Systems - DIR-TSO-4167	CON-SNT-UCSPMINI	\$213.90	1	\$175.39	\$175.39
3	SNTC-8X5XNBD UCS 6324 In-Chs FI w/4 UP 1x40G E-Port Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: UCS-FI-M-6324, UCS-FI-M-6324+ +=, UCS-FI-M-6324=, UCS-FI-M-6324-RF, UCS-FI-M-6324-WS Note: Cisco Systems - DIR-TSO-4167	CON-SNT-FIM6324	\$282.45	2	\$231.60	\$463.20
						Subtotal \$31,866.43
<b>Cisco UCS B200M5 Blades</b>						
4	UCS B200 M5 Blade w/o CPU, mem, HDD, mezz (UPG) Server - blade - 2-way - no CPU - RAM 0 GB - SATA/SAS - hot-swap 2.5" bay(s) - no HDD - G200e - no OS - monitor: none - Upgrade Note: Cisco Systems - DIR-TSO-4167	UCSB-B200-M5-U	\$3,607.08	2	\$1,442.83	\$2,885.66
5	SNTC 8X5XNBD UCS B200 M5 Blade w/o CPU, mem, HDD, mezz (UPG) Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: UCSB-B200-M5-U, UCSB-B200-M5-U-RF, UCSB-B200-M5-U-WS Note: Cisco Systems - DIR-TSO-4167	CON-SNT-BB200M5U	\$367.50	2	\$301.35	\$602.70

#	Description	Part #	List Price	Qty	Unit Price	Total
6	32GB DDR4-2666-MHz LRDIMM/PC4-21300/dual rank/x4/1.2v DDR4 - 32 GB - LRDIMM 288-pin - 2666 MHz / PC4-21300 - 1.2 V - Load-Reduced - ECC - for UCS C220 M5, C220 M5SX, C240 M5, C240 M5L, C480, SmartPlay Select B200 M5 Note: Cisco Systems - DIR-TSO-4167	UCS-ML-X32G2RS-H	\$2,318.09	16	\$927.23	\$14,835.68
7	Cisco UCS VIC 1340 modular LOM for blade servers Network adapter - 40Gb Ethernet / FCoE QSFP x 2 - for UCS B200 M3, Mini Smart Play 8 B200, Smart Play 8 B200, Smart Play Bundle B200 M3 Note: Cisco Systems - DIR-TSO-4167	UCSB-MLOM-40G-03	\$1,504.25	2	\$601.70	\$1,203.40
8	64GB SD Card for UCS Servers Flash memory card - 64 GB - SD - for UCS B200 M4, C125 M5, C220 M4, C240 M4, C480, SmartPlay Select B200 M5 Note: Cisco Systems - DIR-TSO-4167	UCS-SD-64G-S	\$365.27	2	\$146.10	\$292.20
9	2.2 GHz 4114/85W 10C/13.75MB Cache/DDR4 2400MHz 2.2 GHz - 10-core - 20 threads - 13.75 MB cache - LGA3647 Socket - for UCS S3260, SmartPlay Select C220 M5, SmartPlay Select C220 M5SX, SmartPlay Select C240 M5L Note: Cisco Systems - DIR-TSO-4167	UCS-CPU-4114	\$2,609.10	4	\$1,043.63	\$4,174.52
Subtotal						\$23,994.16
<b>Cisco Catalyst 9300-24 Port Redundant Access Switches</b>						
10	Catalyst 9300 24-port data only, Network Essentials Network Essentials - switch - managed - 24 x 10/100/1000 - rack-mountable Note: Cisco Systems - DIR-TSO-4167	C9300-24TE	\$5,031.41	2	\$2,515.70	\$5,031.40
11	SNTC-8X5XNBD Catalyst 9300 24-port data only, Network Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9300-24TE, C9300-24TE=, C9300-24TE-RF Note: Cisco Systems - DIR-TSO-4167	CON-SNT-C93002TE	\$369.42	2	\$302.92	\$605.84
12	50CM Type 1 Stacking Cable Stacking cable - 1.6 ft - for Catalyst 3850-24, 3850-48 Note: Cisco Systems - DIR-TSO-4167	STACK-T1-50CM	\$100.35	2	\$55.19	\$110.38
13	Catalyst Stack Power Cable 30 CM Power cable - 1 ft - for Catalyst 3750X-12, 3750X-24, 3750X-48 Note: Cisco Systems - DIR-TSO-4167	CAB-SPWR-30CM	\$95.33	2	\$52.43	\$104.86
14	C9300 DNA Essentials, 24-Port, 3 Year Term License Term License (3 years) - 24 ports - for P/N: C9300-24H-E, C9300-24UB-E, C9300-24U-E, C9300-24UXB-E, C9300-24UX-E, C9300-DNA-E-24= Note: Cisco Systems - DIR-TSO-4167	C9300-DNA-E-24-3Y	\$612.14	2	\$336.67	\$673.34
15	Catalyst 9300 8 x 10GE Network Module Expansion module - 10 Gigabit SFP+ x 8 - for Catalyst 9300 Note: Cisco Systems - DIR-TSO-4167	C9300-NM-8X	\$2,558.93	2	\$1,407.41	\$2,814.82
16	10GBASE-CU SFP+ Cable 3 Meter Direct attach cable - SFP+ to SFP+ - 10 ft - twinaxial - SFF-8436/IEEE 802.3ae - for 250 Series; Catalyst 2960, 2960G, 2960S; Nexus 93180, 9336, 9372; UCS 6140, C4200 Note: Cisco Systems - DIR-TSO-4167	SFP-H10GB-CU3M=	\$110.35	8	\$60.69	\$485.52
Subtotal						\$9,826.16
<b>VMware Essentials Plus Kit</b>						
17	VMware vSphere Essentials Plus Kit (v. 7) - license - 3 hosts - up to 2 processors per host Note: Carahsoft DIR-TSO-4288 - VMware	VS7-ESP-KIT-C	\$4,625.00	1	\$4,463.13	\$4,463.13
18	VMware Support and Subscription Basic Technical support - for VMware vSphere Essentials Plus Bundle (v. 7) - emergency phone consulting - 3 years - 12x5 - response time: 4 business hours Note: Carahsoft DIR-TSO-4288 - VMware	VS7-ESP-KIT-3G-SSS-C	\$2,563.44	1	\$2,473.72	\$2,473.72
Subtotal						\$6,936.85
<b>HPE Nimble Storage Array</b>						

#	Description	Part #	List Price	Qty	Unit Price	Total
19	HPE Nimble Storage Adaptive Flash HF20H Base Array Solid state / hard drive array - 13 bays - iSCSI (10 GbE) (external) - rack-mountable - 4U - CTO Note: HPE DIR-TSO-4160	Q8H71A	\$36,500.00	1	\$14,600.00	\$14,600.00
20	HPE Nimble Storage HDD Bundle Hard drive - 1 TB - factory integrated (pack of 11) - for Nimble Storage Adaptive Flash HF20H Base Array Note: HPE DIR-TSO-4160	Q8B67B	\$5,500.00	1	\$2,200.00	\$2,200.00
21	HPE Nimble Storage Cache Bundle Solid state drive - 240 GB - factory integrated (pack of 2) - for Nimble Storage Adaptive Flash HF20H Base Array Note: HPE DIR-TSO-4160	Q8B77B	\$1,800.00	2	\$720.00	\$1,440.00
22	HPE Nimble Storage 2-port Adapter Kit Network adapter - 10Gb Ethernet x 2 - factory integrated - for Nimble Storage Adaptive Flash HF20, HF40, HF60; Nimble Storage All Flash AF20, AF60, AF80 Note: HPE DIR-TSO-4160	Q8B88B	\$6,500.00	1	\$2,600.00	\$2,600.00
23	HPE Nimble Storage Foundation Care 4H Parts Exchange Support Extended service agreement - advance parts replacement - 3 years - shipment - 24x7 - response time: 4 h - for P/N: Q8B67B, Q8D07B Note: HPE DIR-TSO-4160	HT6Z0A3#ZEC	\$546.00	1	\$393.12	\$393.12
24	HPE Nimble Storage Foundation Care 4H Parts Exchange Support Extended service agreement - advance parts replacement (for 480GB cache storage array) - 3 years - shipment - 24x7 - response time: 4 h - for P/N: Q8B77B, Q8D11B Note: HPE DIR-TSO-4160	HT6Z0A3#ZDX	\$192.00	2	\$138.24	\$276.48
25	HPE Nimble Storage Foundation Care 4H Parts Exchange Support Extended service agreement - advance parts replacement - 3 years - shipment - 24x7 - response time: 4 h - for P/N: Q8H70A, Q8H71A, Q8H71AR, Q8H72A, Q8H72AR Note: HPE DIR-TSO-4160	HT6Z0A3#ZEB	\$5,813.00	1	\$4,185.36	\$4,185.36
26	HPE Nimble Storage Foundation Care 4H Parts Exchange Support Extended service agreement - advance parts replacement (for 2x10GbE 2 ports adapter) - 3 years - shipment - 24x7 - response time: 4 h - for P/N: Q8B88B, Q8B99B, Q8C63B Note: HPE DIR-TSO-4160	HT6Z0A3#ZET	\$1,099.00	1	\$791.28	\$791.28
						Subtotal \$5,646.24
<b>Installation &amp; Configuration</b>						
27	Installation and Configuration Services Please see SOW for task-level breakdown. Note: Services Rendered Under the Following Manufacturer DIR Contracts Based Solution Components: Cisco DIR-TSO-4167 Carahsoft DIR-TSO-4288 - VMware Carahsoft DIR-TSO-3926 - Nimble Storage	COMSOL-SVC	\$0.00	1	\$10,355.00	\$10,355.00
						Subtotal \$10,355.00

Thank you for the opportunity to provide this quote.

**Due to the recent COVID-19 pandemic, shortages in components may cause an item(s) to have longer than usual estimated shipping dates. If an item goes on backorder and the manufacturer increases the cost of the product, the increased cost will be passed onto to our customers. We will alert customers as soon as we know when a price increase on a backordered item occurs.**

Freight charges are estimates only.

Returns are subject to approval and may include a restocking fee.

Leasing Only: The information provided is a proposal and is subject to credit approval. The proposal provides an approximate monthly payment for hardware, software and services based upon the contract

**Subtotal: \$88,624.84**  
Tax (0.000%): \$0.00  
Shipping: \$0.00  
**Total: \$88,624.84**  
(List Price: \$171,510.85)

type and term in months. Taxes, fees and insurance are not included. Any change in the amount financed will change this information.

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CITY COUNCIL MEMORANDUM

**City Council Meeting:** October 27, 2020  
**Department:** Planning & Community Development  
**Subject:** Ordinance No. 20-S-29 - Consideration and/or action on an amendment of Part III, Schertz Codes of Ordinances, Unified Development Code (UDC), Article 5, Subsection 21.5.8 Permitted Use Table, to amend permitted land uses within the Main Street Mixed Use (MSMU) zoning district. *Final Reading* (B. James/L. Wood/E. Delgado)

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**BACKGROUND**

As stated in the UDC, City Council from time to time, on its own motion, or at the recommendation of City Staff make amendments to change or modify the text of any portion of the UDC to establish and maintain sound stable and desirable development. It is generally considered good practice to periodically review and update the development regulations due to changing conditions, community goals and State and Federal regulations. Based on changes in development it has becomes necessary to update the UDC.

On June 10, 2020, a zone change request for 603 Main Street was heard by the Planning and Zoning Commission in order to allow the existing structure to be used as a restaurant. The original zone change request was to zone this property as General Business. However, the Planning and Zoning Commission made a recommendation to the City Council to zone change the property to Neighborhood Services. The Neighborhood Services zoning district would allow the restaurant land use, but would limit the other land uses allowed by right in General Business that are not desired along Main Street. This zone change request sparked the conversation of why the restaurant and tavern land uses are not allowed by right within the Main Street Mixed Use zoning district. A potential UDC amendment to create a 'Main Street Mixed Use 2 (MSMU II)' zoning district, which would allow these land uses, was discussed as a potential solution to this dilemma.

On June 16, 2020, the Main Street Committee had a conversation about creating the new 'MSMU II' zoning district. However, based on conversations at this committee meeting it was deemed more appropriate to complete a UDC amendment to allow the restaurant and tavern land uses by right in the existing Main Street Mixed Use zoning district.

On June 23, 2020, the zone change request for 603 Main Street was heard by the City Council. During this City Council meeting the results of the June 16, 2020, Main Street Committee meeting were discussed, and Staff ensure City Council that a UDC amendment to allow the restaurant and tavern land uses by right in the existing Main Street Mixed Use zoning district would be brought for consideration in the upcoming months.

This proposed UDC amendment is directly in line with what was discussed with the Main Street Committee and at City Council.

On August 13, 2020, seven public hearing notices were mailed to the existing property owners on Main Street that are current zoned Main Street Mixed Use (MSMU). At the time of this report, staff has received a response from one property owner which represents four (4) properties in favor of the

proposed amendment. This property owner represents 619 Main, 700 Main, 704 Exchange, and 603 Main Street. On August 26, 2020, the Planning and Zoning Commission conducted a public hearing in relation to this proposed UDC amendment. A public hearing notice was published in the "San Antonio Express" on September 2, 2020, for the public hearing to be held at City Council.

**Proposed Amendments:**

The proposed UDC Amendment includes updating the permitted land uses within the Main Street Mixed Use Zoning District. This UDC Amendment includes changes to two of the land uses within the Permitted Use Table, Section 21.5.8 specifically for the Main Street Mixed Use (MSMU) zoning district.

Land Uses	Main Street Mixed Use (MSMU) Zoning District
Restaurant or Cafeteria	Currently requires the approval of a Specific Use Permit <b>Proposed amendment to allow by right.</b>
Tavern	Currently not allowed within MSMU. <b>Proposed amendment to allow by right.</b>

**GOAL**

To amend the UDC to review and update the development regulations due to changing conditions, community goals and State and Federal regulations as well as establish and maintain sound stable and desirable development.

**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**

Review and approve Ordinance 20-S-29 amending the Unified Development Code (UDC), Article 5, Section 21.5.8 Permitted Use Table, specifically for "Restaurant or Cafeteria" and "Tavern" for the Main Street Mixed Use (MSMU) zoning district.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Utilizing the current UDC and Permitted Use Table, in order to develop a restaurant by right on Main Street, the properties would need to be zoned Office & Professional, Neighborhood Services, General Business, General Business-2, or Manufacturing Light District. In order to develop a tavern (bar) by right on Main Street, the properties would need to be zoned General Business or General Business 2 District. Although property owners along Main Street could request to be zoned one of the previously mentioned zoning district in order to develop a restaurant or bar, the approval of such could have negative impacts to Main Street based on the additional land uses permitted by right in the aforementioned zoning districts. By updating the UDC's permitted uses for Main Street Mixed Use it allows property owners the ability to develop a restaurant or tavern by right if a MSMU zone change is

approved, while ensuring other uses that are undesirable on Main Street are not inadvertently allowed by zoning to a more intense district.

Based on the previous discussions with the Planning and Zoning Commission, the Main Street Committee, and the City Council the proposed UDC amendment will allow the desired land uses of restaurant and tavern by right within Main Street Mixed Use zoned properties without allowing additional undesired land uses to be developed along Main Street. Staff recommends approval of the amendments to the Unified Development Code (UDC), Article 5, Section 21.5.8 Permitted Use Table.

The Planning and Zoning Commission offered a recommendation of approval with a vote of 4-3.

- Commissioner Evans voted nay on a statement that the discussion was not complete and that the P&Z was not ready to make a decision.
- Commissioner Platt voted nay based on his desire to require a Specific Use Permit for the Tavern land use.
- Commissioner Haynes voted nay based on wanting more information on why the land use "Church, Temple, Synagogue, Mosque, or Other Place of Worship" requires a Specific Use Permit, but this amendment would allow "Restaurant or Cafeteria" and "Tavern" by right.

Staff recommends approval of Ordinance 20-S-29 an amendment to the Unified Development Code (UDC), Article 5, Section 21.5.8 Permitted Use Table, specifically to allow "Restaurant or Cafeteria" and "Tavern" by right within the Main Street Mixed Use (MSMU) zoning district.

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### **Attachments**

Ordinance 20-S-29

Notification Map

Public Hearing Notice Responses

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**ORDINANCE NO. 20-S-29**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING PART III, SCHERTZ CODE OF ORDINANCES, THE UNIFIED DEVELOPMENT CODE (UDC) ARTICLE 5, SECTION 21.5.8 PERMITTED USE TABLE; SPECIFICALLY FOR THE MAIN STREET MIXED USE (MSMU) ZONING DISTRICT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

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

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

**WHEREAS**, on August 26, 2020 the Planning and Zoning Commission conducted a public hearing and thereafter recommended approval; and

**WHEREAS**, on September 22, 2020 the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the proposed amendments are appropriate and in the interest of the public safety, health and welfare;

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

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

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

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

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

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

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

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.

Approved on first reading the 22<sup>nd</sup> day of September, 2020.

PASSED, APPROVED AND ADOPTED on final reading the 27<sup>th</sup> day of October, 2020.

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Ralph Gutierrez, Mayor

ATTEST:

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Brenda Dennis, City Secretary  
(SEAL OF THE CITY)

Exhibit A

Unified Development Code  
Article 5 Section 21.5.8 Permitted Use Table

See Attached

**Changes to Permitted Use Table for the Main Street Mixed Use (MSMU) zoning district:**

MSMU	Permitted Uses
<b>SP</b>	Restaurant or Cafeteria
<b>P</b>	Tavern

**Proposed Full Permitted Use Table for Main Street Mixed Use:**

MSMU	Permitted Uses	
<b>P</b>	Accessory Building, Residential	
	Agricultural/Field Crops	
	Airport, Heliport or Landing Field	
	Alcohol Package Sales	
	Antenna and/or Antenna Support Structure, Commercial	
<b>P</b>	Antique Shop	
	Appliances, Furniture and Home Furnishings Store	
<b>P</b>	Art Gallery/Library/Museum	
	Assisted Care or Living Facility	
	Athletic Stadium, Private	
	Athletic Stadium, Public	
	Automobile Parking Structure/Garage	
	Automobile Parts Sales	
	Automobile Repairs & Service, Major	
	Automobile Repairs & Service, Minor	
	Automobile Sales	
	<b>P</b>	Bakery
	<b>P</b>	Bank, Saving and Loan, Credit Union
<b>P</b>	Beauty Salon/Barber Shop	
<b>P</b>	Bed and Breakfast Inn	
<b>P</b>	Book Store	
	Bottling Works	
	Building Material and Hardware Sales	
	Cabinet or Upholstery Shop	
	Car Wash, Automated	
	Car Wash, Self Serve	
	Cemetery or Mausoleum	
	<b>S</b>	Church, Temple, Synagogue, Mosque, or Other Place of Worship
		Civic/Convention Center
		College, University, Trade, or Private Boarding School
		Commercial Amusement, Indoor
		Commercial Amusement, Outdoor
		Community Center
	Concrete/Asphalt Batching Plant	
	Convenience Store w/o Gas Pumps	
	Convenience Store w/ Gas Pumps	

	Dance Hall/Night Club
<b>P</b>	Day Care Center
	Department Store
	Dry Cleaning, Major
<b>P</b>	Dry Cleaning, Minor
	Family or Group Home
<b>P</b>	Farmers Market
	Flea Market, Inside
	Flea Market, Outside
<b>P</b>	Florist
	Fraternity, Sorority, Civic Club or Lodge
<b>P</b>	Furniture Sales
	Gasoline Station/Fuel Pumps
	Gated Community
	General Manufacturing/Industrial Use
	Golf Course and/or Country Club
<b>P</b>	Governmental Facilities
<b>P</b>	Gymnastics/Dance Studio
	Hazardous Waste
<b>P</b>	Health/Fitness Center
	Heavy Equipment Sales, Service or Rental
	Home Improvement Center
	Hospital
	Hotel/Motel
	Household Appliance Service and Repair
<b>S</b>	In-Home Day Care
	Landfill
	Laundromat
	Livestock
<b>P</b>	Locksmith/Security System Company
<b>P</b>	Medical, Dental or Professional Office/Clinic
	Mini-Warehouse/Public Storage
	Manufactured/Mobile Homes
	Manufacturing
	Mortuary/Funeral Home
	Multi-Family Apartment Dwelling
	Municipal Uses Operated by the City of Schertz
<b>P</b>	Museum
	Nursery, Major
	Nursery, Minor
	Office Showroom
	Office-Warehouse/Distribution Center
	One-Family Dwelling Attached
<b>P</b>	One-Family Dwelling Detached
<b>P</b>	Packaging/Mailing Store
<b>P</b>	Park/Playground/Similar Public Site

	Pawn Shop
	Pet Store
<b>P</b>	Pharmacy
	Portable Building Sales
<b>P</b>	Post Office
	Print Shop, Major
<b>P</b>	Print Shop, Minor
	Private Club
	Railroad/Bus Passenger Station
	Recreational Vehicle Park
	Recreational Vehicle Sales and Service
	Recycling Collection Center
	Recycling Collection Point
	Recycling Facility
	Rehabilitation Care Facility
	Restaurant, Drive-In
<b>S P</b>	Restaurant or Cafeteria
<b>P</b>	Retail Stores and Shops
<b>P</b>	School, Public or Private
	Sexually Oriented Business (See Ordinance No. 02-L-16)
	Stable, Commercial
	Storage or Wholesale Warehouse
	Tattoo Parlors/Studios
<b>P</b>	Tavern
	Taxidermist
	Theater, Outdoor
	Theater, Indoor
	Tool Rental
	Trailer/Manufactured Homes Sales
	Truck Sales, Heavy Equipment
	Truck Terminal
	Two-Family Dwelling
	Veterinarian Clinic/Kennel, Indoor
	Veterinarian Clinic/Kennel, Outdoor
	Welding/Machine Shop
	Wrecking or Salvage Yard
<b>S</b>	New and Unlisted Uses

**Current Zoning**

**Classification**

- (R-2) Single-Family Residential
- (R-4) Apartment/Multi-Family Residential
- (GB) General Business
- (NS) Neighborhood Services
- (MSMU) Main Street Mixed Use



**City of Schertz**  
**MAIN STREET MIXED USE**  
**PROPERTIES**

Parcel Boundaries



Last Update: August 11, 2020  
 City of Schertz, GIS Specialist: Bill Gardner, gis@schertz.com (210) 619-1185  
 "The City of Schertz provides this Geographic Information System product "as is" without any express or implied warranty of any kind including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. In no event shall the City of Schertz be liable for any special, indirect or consequential damages or any damages whatsoever arising out of or in connection with the use of or performance of these materials. Information published in this product could include technical inaccuracies or typographical errors. Periodical changes may be made and information may be added to the information herein. The City of Schertz may make improvements and/or changes in the products) described herein at any time."



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**From:** Nick Marquez  
**Sent:** Monday, August 24, 2020 1:13 AM  
**To:** Emily Delgado  
**Subject:** MSMU Amendment Changes

Emily,

I'm in favor of the proposed changes to the UDC as mentioned in the notice of public hearing letters. I represent 619 Main, 700 Main, 704 Exchange, and 603 Main St.

Nick

--  
Nick Marquez

CITY COUNCIL MEMORANDUM

**City Council Meeting:** October 27, 2020  
**Department:** Planning & Community Development  
**Subject:** Ordinance No. 20-S-30 - Consideration and/or action on a request to rezone approximately 2.94 acres of land from Single-Family Residential/Agricultural District (R-A) and General Business District (GB) to Neighborhood Services District (NS), located northwest of the intersection between FM 1518 and Schaefer Road, City of Schertz, Bexar County, Texas, also known as DG Schertz Addition Subdivision Lot 2, Block 1. *Final Reading (B. James/L. Wood/M. Harrison)*

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**BACKGROUND**

The applicant is proposing to rezone approximately 2.94 acres of land from Single Family Residential/Agricultural District (R-A) and General Business District (GB) to Neighborhood Services District (NS).

The property is located northwest of the intersection between FM 1518 and Schaefer Road.

The public hearing notice was published in the San Antonio Express news on September 2, 2020. Fourteen (14) public hearing notices were mailed out to the neighboring residents within the 200-foot buffer of the subject property on August 14, 2020. At the time of this report Staff has received zero (0) responses in favor of the request and one (1) response opposed to the zoning request.

The following resident spoke at the August 26, 2020 Planning and Zoning Commission Public Hearing:

- Luis Sanchez- 11649 Cypress Barn
  - Questioned what the proposed development on the site will be.

**GOAL**

The proposed rezone is for approximately 2.94 acres of land from Single Family Residential / Agricultural District (RA) and General Business District (GB) to Neighborhood Services District (NS) located at the northwest corner of FM 1518 and Schaefer Road.

**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**

The Comprehensive Land Use Plan (CLUP), through the Future Land Use Plan and the Southern Schertz Sector Plan, designates the subject property as *Mixed Use Neighborhood*. The Sector Plan describes *Mixed Use Neighborhood* as a mixture of complementary land uses such as residential and limited commercial development to accommodate the basic, every-day service needs of the surrounding residents. The objective of the *Mixed-Use Neighborhood* future land use designation is to accommodate the development of walkable neighborhoods that utilize a variety of quality residential housing types, as well as providing needed neighborhood commercial services. The Neighborhood

Services District (NS) meets the goals and objectives of the *Mixed-Use Neighborhood* future land use designation by permitting low intensity commercial businesses in order to support the surrounding residential neighborhoods.

- **Comprehensive Land Plan Goals and Objectives:** The proposed rezoning of the property to Neighborhood Services District (NS) is in conformance with the goals and objectives of the Comprehensive Plan; the proposed zone change supports the low intensity commercial objectives of the *Mixed Use Neighborhood* future land use designation.
- **Impact on Infrastructure:** The proposed rezoning should have a minimal impact on the existing water system. Currently, there is an 8" waterline within Schaefer Road and a 12" waterline adjacent to FM1518. The subject property does not currently have sanitary sewer infrastructure; however, a waiver (WA2019-001) was approved for the DG Schertz Addition subdivision in 2019 allowing the property owners to forego immediate connection to a public wastewater system and utilize an On-Site Sewage Facility (OSSF) permitted through Bexar County.
- **Impact on Public Facilities/Services:** The proposed rezoning should have a minimal impact on public services, such as schools, fire, police, parks and sanitation services.
- **Compatibility with Existing and Potential Adjacent Land Uses:** The subject property is currently surrounded by a variety of land uses and two roads identified on the Schertz Master Thoroughfare Plan (MTP). The subject property is immediately adjacent to single-family residential homes, a daycare center, and a future retail store, and is also bordered by FM 1518, a principal arterial roadway on the MTP, and Schaefer Road, a residential collector on the Schertz MTP. The Neighborhood Services zoning district is intended to provide low intensity commercial services to adjoining neighborhoods; therefore, the proposed zone change is compatible with the adjacent land uses. The proposed zone change would be beneficial to the development of entire northwest corner of the intersection between FM 1518 and Schaefer Road by consolidating the three incongruous zoning districts on the existing hard corner into one commercial zoning under the Neighborhood Services District (NS). This will allow for a more unified approach to the development of a major intersection in Southern Schertz.

The location of the subject property at the intersection between two roadways identified on the Schertz MDP is also an ideal location for a low intensity commercial zoning district. The proposed zone change will not only bring lower intensity retail to benefit the surrounding residents but will also unify the development on the hard corner under one zoning district, providing a unified goal for the commercial development of the intersection. Neighborhood Services allows for lower intensity commercial development that is suitable to service the surrounding residential neighborhoods. The proposed zone change to Neighborhood Services District is compatible with the Comprehensive Land Use Plan designation of *Mixed-Use Neighborhood* and is also ideal given the subject property's location at an intersection of a principal arterial and a residential collector roadway. The proposed zone change also is complimentary to the existing Neighborhood Services District at the hard corner of FM 1518 and Schaefer. With all of this in mind the staff recommends approval of the zone change as submitted.

## **FISCAL IMPACT**

None

## **RECOMMENDATION**

The Planning and Zoning Commission conducted the public hearing on August 26, 2020, and offered a recommendation of approval by a unanimous vote.

Based on the goals and objectives of the Comprehensive Land Use Plan, the existing land use conditions, Neighborhood Services is the most appropriate zoning district for this property. Staff recommends approval of the proposed rezoning as submitted.

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**Attachments**

Aerial Map

Ord. 20-S-30

Zoning Exhibit- Exhibit A

Metes & Bounds

Public Notification 200ft buffer

Public Hearing Notice Responses

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**ORDINANCE NO. 20-S-30**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 2.94 ACRES OF LAND FROM SINGLE-FAMILY RESIDENTIAL / AGRICULTURAL DISTRICT (R-A) AND GENERAL BUSINESS (GB) TO NEIGHBORHOOD SERVICES DISTRICT (NS), LOCATED NORTHWEST OF THE INTERSECTION BETWEEN FM 1518 AND SCHAEFER ROAD, CITY OF SCHERTZ, BEXAR COUNTY, TEXAS, ALSO KNOWN AS DG SCHERTZ ADDITION SUBDIVISION LOT 2, BLOCK 1.**

**WHEREAS**, an application to rezone approximately 2.94 acres of land located northwest of the intersection between FM 1518 and Schaefer Road, and more specifically described in the 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 zone change (the “Criteria”); and

**WHEREAS**, on August 26, 2020, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve the requested rezoning; and

**WHEREAS**, on September 22, 2020, 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.

**BE IT ORDAINED 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, is hereby zoned Neighborhood Services District (NS).

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.

Approved on first reading the 22<sup>nd</sup> day of September 22, 2020.

PASSED, APPROVED AND ADOPTED on final reading the 27<sup>th</sup> day of October, 2020.

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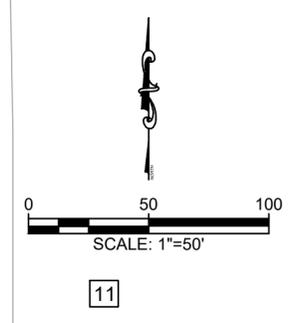
Ralph Gutierrez, Mayor

ATTEST:

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Brenda Dennis, City Secretary  
(SEAL OF THE CITY)

Date: Aug 13, 2020, 9:41am User ID: dlynch  
 File: S:\Active Projects\2020\7070 New Braunfels General Civil\7020MCGAR001 - Civil Engineering Services for McGarrell Orthodontics\dwg\Exhibits\ZONING EXHIBIT 18c24.dwg



VICINITY MAP  
SCALE: 1"=5,000'

**LEGEND:**  
 --- 717 --- EXIST LOT LINE  
 - - - - - EXIST CONTOUR  
 - - - - - EXIST PROPERTY BOUNDARY

ADJACENT PROPERTY INFORMATION TABLE						
PLAN #	PROPERTY I.D.	OWNER NAME	ADDRESS	USE	ZONING	RECORDING INFORMATION
1	1150743	SANCHEZ LUIS G & JUANITA M	11646 CYPRESS BARN SCHERTZ, TX 78154	SINGLE FAMILY - RESIDENTIAL	R-6	WILLOW GROVE ESTATES VOL. 14656 PG. 3403 DEED # 20140070033
2	1150742	ISAAC TODD JERMANIE & AMANDA R THOMASON-ISAAC	11701 CYPRESS BARN SCHERTZ, TX 78154	SINGLE FAMILY - RESIDENTIAL	R-6	WILLOW GROVE ESTATES VOL. 15513 PG. 1657 DEED # 20170090285
3	1150741	DENISE TERESA TORRES REV TRST DENISE T TORRES TRS	11700 CYPRESS BARN SCHERTZ, TX 78154	SINGLE FAMILY - RESIDENTIAL	R-6	WILLOW GROVE ESTATES DEED # 20180198464
4	1150740	BROWN DERRICK & CHRISTINA	11709 CYPRESS BARN SCHERTZ, TX 78154	SINGLE FAMILY - RESIDENTIAL	R-6	WILLOW GROVE ESTATES VOL. 16275 PG. 428 DEED # 20160202807
5	1150739	DOORON JAMES E & PATRIZIA E	11710 CYPRESS BARN SCHERTZ, TX 78154	SINGLE FAMILY - RESIDENTIAL	R-6	WILLOW GROVE ESTATES VOL. 16629 PG. 491 DEED # 20140198424
6	1150738	TIENDA JUAN CARLOS	1000 CYPRESS BARN SCHERTZ, TX 78154	SINGLE FAMILY - RESIDENTIAL	R-6	WILLOW GROVE ESTATES VOL. 16709 PG. 0002 DEED # 20140091571
7	1150549	FRED DEVELOPMENT, LLC	1000 WITERS RD SITE 1000 SAN ANTONIO, TX	VACANT LAND	GB	CB 5058 P-3C ABS 450 VOL. 12344 PG. 103 O P R BEXAR COUNTY
8	309822	BYLEY BENNIE R & MATTIE	11906 SCHAEFER RD SCHERTZ, TX 78154	STORAGE YARD	GB	CB 5007 P-1G ABS 81 VOL. 14820 PG. 1279 DEED # 20140138407
9	308418	MCGARRELL BRANDON	10938 E FM 1518 N SCHERTZ, TX 78154	RESIDENTIAL	GB	GD APPR GEOM30 RUR AC(3C) VOL. 17629 PG. 2174 DEED # 20150202421
10	308420	JOROGADA ENTERPRISES INC	10745 LISA MDWS SCHERTZ, TX 78154	SINGLE FAMILY - RESIDENTIAL AGRICULTURE	R-A	GD APPR GEOM30 RUR AC(3C) VOL. 17629 PG. 1602 DEED # 20150202421
11	308421	SANDERSON GARY G & PAMELA S	10755 LISA MDWS SCHERTZ, TX 78154	SINGLE FAMILY - RESIDENTIAL AGRICULTURE	R-A	GD APPR GEOM30 RUR AC(3C) VOL. 17629 PG. 1602 DEED # 20150202421
12	1290968	SPANLEY PROPERTIES, LLC	1290968	DAY CARE CENTER	GB	CB 5054 P-111 ABS 454 DEED # 20160202459
13	308372	SPANLEY PROPERTIES, LLC	10725 E FM 1518 N SCHERTZ, TX 78154	SINGLE FAMILY - RESIDENTIAL AGRICULTURE	R-A	CB 5054 P-1070 ABS 464 DEED # 20160202459
14	1176443	CRAIG THOMAS W & CRAIG DONALD W	11885 SCHAEFER RD SCHERTZ, TX 78154	SINGLE FAMILY - RESIDENTIAL AGRICULTURE	R-A	GD APPR GEOM30 RUR AC(3C) VOL. 19044 PG. 1149 DEED # 20150051284
15	308005	RIVERA ANACLETO & MARIA E	11875 SCHAEFER RD SCHERTZ, TX 78154	SINGLE FAMILY - RESIDENTIAL AGRICULTURE	R-A	GD APPR GEOM30 RUR AC(3C) VOL. 13946 PG. 0137 DEED # 20090009662
16	308371	ESTATE OF RAMIREZ ANTONIA A	11787 SCHAEFER RD SCHERTZ, TX 78154	RETAIL STORE	NB	DG SCHERTZ ADDITION, LOT 1, BLOCK 1 VOL. 20001 PG. 1842

**OWNER:** BRANDON MCGARRELL  
 MCGARRELL ORTHODONTICS  
 6051 FM RD 3009  
 SCHERTZ, TX 78154  
 PHONE 210-314-2091  
 EMAIL BSMCGA0@GMAIL.COM

**SURVEYOR:** PHILLIP W. CORNETT, RPLS  
 JOHN COWAN & ASSOCIATES, INC.  
 10147 CR 135  
 FLINT, TX 75762  
 PHONE 903-581-2238  
 EMAIL PCORNETT@JCOWANINC.COM

**ENGINEER:** BLAKE ALLISON, PE  
 M&S ENGINEERING  
 FIRM F-1394  
 376 LANDA ST.  
 NEW BRAUNFELS, TEXAS 78130  
 PHONE 830.629.2988  
 EMAIL BALLISON@MSENGR.COM

**SUBMITTAL DATE:**  
**REVISION DATE:**  
**PROPERTY INFO** DG SCHERTZ ADDITION, LOT 2, BLOCK 1;  
**ORIGINAL SURVEY:** GENOVERA MALPAX SURVEY, A-464  
**FEMA FLOODPLAIN:** THERE IS NO ENCROACHMENT OF THE 100 YEAR FLOOD PLAIN AS SHOWN ON FIRM PANEL 48029C0295F, DATED SEPTEMBER 29, 2010.  
**NEW STREETS:** NO NEW STREETS ARE PLANNED  
**TOTAL GROSS ACREAGE** 2.94 AC  
**EXISTING ZONING ACREAGE** GENERAL BUSINESS (GB) = +/- 0.79 AC RESIDENTIAL AGRICULTURAL (RA) = +/- 2.15 AC  
**REZONING DESIGNATION** NEIGHBORHOOD SERVICES (NB) = 2.94 AC

**M&S ENGINEERING**  
 CIVIL | ELECTRICAL | STRUCTURAL | MEP  
 TEXAS PROFESSIONAL ENGINEERING FIRM # F-1394  
 WWW.MSENGR.COM | (830) 228-5446

CITY PROJECT NUMBER:



FN NO. 20MS027  
JUNE 10, 2020

**FIELDNOTE DESCRIPTION  
LOT 2, BLOCK 1  
DG SCHERTZ ADDITION  
2.938 ACRES**

BEING A 2.938 ACRE TRACT OF LAND SITUATED IN THE GENOVERA MALPAZ SURVEY, ABSTRACT NO. 464, BEXAR COUNTY, TEXAS, BEING ALL OF LOT 2 OF DG SCHERTZ ADDITION, FINAL PLAT RECORDED IN VOLUME 20001, PAGE 1843, PLAT RECORDS, BEXAR COUNTY, TEXAS, SAID 2.938 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

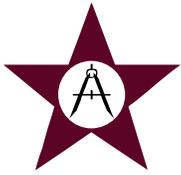
**BEGINNING** AT A SET ½" IRON ROD STAMPED SHERWOOD SURVEYING WITH YELLOW PLASTIC CAP SITUATED ON THE NORTHWESTERLY LINE OF SCHAFFER ROAD FOR THE MOST SOUTHERLY CORNER OF SAID LOT 2, AND THE MOST SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A FOUND IRON ROD STAMPED "TX LANDMARK SURVEYING" BEARS S 30°08'18" E, A DISTANCE OF 2.78 FEET FOR THE EASTERLY CORNER OF LOT 1 OF CRAIG'S FARM SUBDIVISION RECORDED IN VOLUME 9641, PAGE 143, PLAT RECORDS, BEXAR COUNTY, TEXAS;

**THENCE**, ALONG THE COMMON NORTHEASTERLY LINE OF SAID LOT 1, CRAIG'S FARM SUBDIVISION WITH THE SOUTHWESTERLY LINE OF SAID LOT 2, DG SCHERTZ ADDITION, N 30°08'18" W, A DISTANCE OF 393.43 FEET TO A ½" IRON ROD FOUND FOR THE SOUTHERLY CORNER OF THAT CERTAIN 4.6373 ACRE TRACT (SAVE AND EXCEPT 2.073 ACRES) DESCRIBED IN DOC. NO. 20180242459, OFFICIAL PUBLIC RECORDS, BEXAR COUNTY, TEXAS, FOR THE WESTERLY CORNER OF SAID LOT 2, FOR THE WESTERLY CORNER OF THIS TRACT;

**THENCE**, N 59°51'32" E, WITH THE SOUTHEASTERLY LINE OF SAID 4.6373 ACRE TRACT AND THE REMAINDER OF A CALLED 4.673 ACRE TRACT DESCRIBED IN VOLUME 12094, PAGE 84, OFFICIAL PUBLIC RECORDS, BEXAR COUNTY, TEXAS, COMMON WITH THE NORTHEASTERLY LINE OF SAID LOT 2, A DISTANCE OF 497.76 FEET TO A FOUND IRON ROD STAMPED "PAPE DAWSON" SITUATED ON THE SOUTHWESTERLY LINE OF FM 1518 FOR THE MOST NORTHERLY CORNER OF SAID LOT 2, FOR THE NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, S 30°08'14" E, ALONG THE COMMON NORTHEASTERLY LINE OF SAID LOT 2 WITH THE SOUTHWESTERLY LINE OF SAID FM 1518, A DISTANCE OF 183.56 FEET TO A FOUND IRON ROD WITH CAP "J COWAN & ASSOC." FOR THE MOST EASTERLY CORNER OF SAID LOT 2, SAME BEING THE NORTHERLY CORNER OF LOT 1, BLOCK 1 OF SAID DG SCHERTZ ADDITION, FOR THE MOST EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, S 59°53'13" W, DEPARTING THE SOUTHWESTERLY LINE OF FM 1518, COMMON WITH THE NORTHWESTERLY LINE OF SAID LOT 1, SAME BEING THE SOUTHEASTERLY LINE OF SAID LOT 2, A DISTANCE OF 323.27 FEET TO A SET ½" IRON ROD STAMPED SHERWOOD SURVEYING WITH YELLOW PLASTIC CAP FOR AN INTERIOR CORNER OF SAID LOT 2, SAME BEING THE WESTERLY CORNER OF SAID LOT 1, FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;



# SHERWOOD SURVEYING & S.U.E.

**THENCE**, S 30°10'14" E, ALONG A COMMON NORTHEASTERLY LINE OF SAID LOT 2 WITH THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 210.10 FEET TO A FOUND IRON ROD WITH CAP "J COWAN & ASSOC." SITUATED ON THE NORTHWESTERLY LINE OF SCHAFFER ROAD FOR THE SOUTHERLY CORNER OF SAID LOT 1, SAME BEING AN EASTERLY CORNER OF SAID LOT 2, FOR AN EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, S 59°53'05" W, ALONG THE NORTHWESTERLY LINE OF SCHAFFER ROAD, A DISTANCE OF 174.61 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF 2.938 ACRES OF LAND, MORE OR LESS.

A SURVEY EXHIBIT WAS PREPARED ON THIS SAME DATE. BASIS OF BEARING IS NAD 83 TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE.

I, RICHARD A. GOODWIN, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

SHERWOOD SURVEYING, LLC  
P.O. BOX 970  
SPRING BRANCH, TEXAS 78070  
TBPELS FIRM #10044200

RICHARD A. GOODWIN      DATE 6-10-2020  
R.P.L.S. #4069 STATE OF TEXAS





# City of Schertz

## DG SCHERTZ ADDITION

### BLOCK 1, LOT 2

 200' Notification Buffer  
 Parcel Boundaries



**From:** Tom Craig ·  
**Sent:** Friday, August 21, 2020 11:32 AM  
**To:** Megan Harrison <MHarrison@schertz.com>  
**Subject:** ZC2020-008

I am opposed to the lot facing Schaefer Rd. to be rezoned from R-A to NS.

The part of the lot facing fm1518 could be zoned NS due to its proximity to a major road.

It appears that the lot facing Schaefer Rd. would make a nice residential lot. I prefer being next to a residential lot rather than a commercial lot.

Tom Craig

†Blessings†

## NOTICE OF PUBLIC HEARING

August 14, 2020

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, August 26, 2020 at 6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make recommendation on the following item:

**ZC2020-008** – A request to rezone approximately 2.94 acres of land from Single-Family Residential/Agricultural District (R-A) and General Business District (GB) to Neighborhood Services District (NS), located northwest of the intersection between FM 1518 and Schaefer Road, City of Schertz, Bexar County, Texas, also known as DG Schertz Addition Lot 2, Block 1.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to Megan Harrison, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, by fax (210) 619-1789, or by e-mail [mharrison@schertz.com](mailto:mharrison@schertz.com). If you have any questions please feel free to call Megan Harrison, Planner directly at (210) 619-1781.

Sincerely,

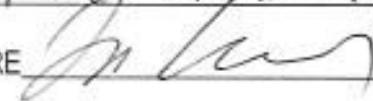


Megan Harrison  
Planner

Reply Form

I am:  in favor of  opposed to  neutral to the request for ZC2020-008

COMMENTS: Tree line should stay in place and be R-A zone

NAME: Thomas Craig SIGNATURE   
(PLEASE PRINT)

STREET ADDRESS: 11685 Schaefer Rd.

DATE: 8.21.20

*LOT Facing FM1518 / LOT Facing Schaefer Rd  
Should be NS Zone / Should Remain R-A.*

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** October 27, 2020  
**Department:** Library  
**Subject:** Resolution No. 20-R-124 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing a Public Library Interlocal Agreement with Guadalupe County. (B. James/M. Uhlhorn)

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**BACKGROUND**

The City of Schertz and Guadalupe County have had an interlocal agreement regarding the provision of library service to County residents since 1981. The Commissioners' Court has long held the view that library services are beneficial to all County residents and has entered into agreements with each of the three public libraries in the County to provide library service to all its residents for many years.

The proposed Interlocal Agreement is for one fiscal year, from October 1, 2020 through September 30, 2021, and renews each successive year. The agreement can be terminated by either party with written notice not less than 30 days prior to the agreement's end.

It should be noted that the vast majority of Guadalupe County Schertz Library cardholders live within the city limits of the cities of Schertz, Cibolo and Selma and are entitled to use the Schertz Library as a result of Schertz resident status, or as a result of agreements the City of Schertz has with the other cities. A recent look at statistics shows only 3.96% of the library's cardholders live in other parts of Guadalupe County.

As a reminder, the City of Cibolo has provided funding for the Schertz Library since the late 1990s. The FY 2021 agreement is in the amount of \$40,000. The City of Selma has provided funding since 2009 and the FY 2021 interlocal agreement will provide approximately \$25,000 in the upcoming fiscal year.

One other item of note—it has been the Schertz Library's practice to allow residents of the State of Texas to use the library free of charge. Out of state residents pay \$15.00 per person per year to have full access to all resources. The Texas State Library has a program called Texshare in which Schertz participates. The program allows Schertz Library cardholders to have access to resources, though often on a limited basis, at other participating libraries, including the San Antonio Public Library System, Seguin Library and the New Braunfels Library System.

**GOAL**

The goal is to eliminate digital divide and provide educational opportunities for all County residents by providing access to library services without duplication of effort on the County's part. Contracting with existing library service providers is an efficient way to provide service, while at the same time, it helps offset our own operational costs.

**COMMUNITY BENEFIT**

The Schertz Public Library fills a significant community need by providing quality of life opportunities for area families and individuals. Services include circulation of books and other media, access to digital content, public computers and Internet, educational programs, and reference services. This Interlocal agreement is mutually advantageous to both the County and the City. It allows the County to efficiently and economically provide library service to its residents who would not otherwise have it, and the City receives funds that help offset operating costs for its residents.

### **SUMMARY OF RECOMMENDED ACTION**

Staff recommends re-authorizing the Public Library Interlocal Agreement with Guadalupe County as it is mutually beneficial.

### **FISCAL IMPACT**

The County will pay the City \$203,190.96 in monthly installments of \$16,932.58 for Library Services as outlined in the ILA under section III, Consideration. The Schertz Library budget is \$1,062,442 for FY21.

### **RECOMMENDATION**

Staff recommends adoption of Resolution 20-R-124 authorizing the Public Library Interlocal Agreement with Guadalupe County to permit all citizens of the County to utilize the City's library facilities.

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### **Attachments**

resolution 20-r-124  
Guadalupe Co ILA

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**RESOLUTION NO. 20-R-124**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS  
AUTHORIZING A PUBLIC LIBRARY INTERLOCAL AGREEMENT WITH  
GUADALUPE COUNTY, TEXAS, AND OTHER MATTERS IN CONNECTION  
THEREWITH**

WHEREAS, the City Council (the "City Council") of the City of Schertz (the "City") has determined that it is in the best interest of the City to enter into a Public Library Interlocal Agreement with the Guadalupe County, Texas (the "County"), permitting the citizens of the County to utilize the services of the City's public library; 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 Public Library Interlocal Agreement with Guadalupe County in substantially the form set forth on Exhibit A.

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

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

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

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

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

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

PASSED AND ADOPTED, this 27th day of October, 2020.

CITY OF SCHERTZ, TEXAS

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Ralph Gutierrez, Mayor

ATTEST:

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Brenda Dennis, TRMC, CMC City Secretary

(CITY SEAL)

**EXHIBIT A**  
**PUBLIC LIBRARY INTERLOCAL AGREEMENT**

**See attached**

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**PUBLIC LIBRARY INTERLOCAL AGREEMENT BETWEEN  
GUADALUPE COUNTY AND  
THE CITY OF SCHERTZ**

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This Public Library InterLocal Agreement, effective as of the date of final execution (hereinafter referred to as “Agreement”), is between Guadalupe County (hereinafter referred to as “County”), Texas, and the City of Schertz, (hereinafter referred to as “City”), Texas.

**WHEREAS**, the City has an established public library and has for several years provided free public library services to all citizens of the County residing in or near the City by informal agreement with the County; and

**WHEREAS**, the County and the City have determined to enter into this Agreement relating to the provision of free public library services (hereinafter referred to as “Library Services”), to the citizens of the County, and to set out the purposes, terms, rights, objectives, duties, and responsibilities of the County and the City with respect thereto; and

**WHEREAS**, the County and the City have determined that the provision of the Library Services is a public purpose and within their statutory powers of government; and

**WHEREAS**, the County and City are political subdivisions of the State of Texas, and are authorized to execute this Agreement pursuant to *Texas Government Code* 791.001 et. seq. as amended, and *Local Government Code* Section 323, as amended (the “Act”).

**NOW, THEREFORE**, the County and the City, acting by and through their duly authorized officers, hereby covenant and agree as follows:

**I. Purpose**

1. The City agrees that the established library of the City shall assume the functions of a county library within the County, all as permitted by the Act.
2. The Librarian of the City’s established library holds a county librarian’s certificate from the Texas Library and Archives Commission, as required by the Act.
3. All public library facilities, books, reading material, and other equipment in the possession of the City’s library shall be equally accessible to all residents of the County during the term of this Agreement.
4. All public library facilities, books, reading material, and other equipment currently owned by the City of acquired for use in its established public library during the term of this Agreement shall remain the property of the City.

**II. Term and Renewal**

This agreement shall be for a term commencing with effective date of this Agreement through and including October 1, 2020 to September 30, 2021 (the “Initial Term”), unless either party to this Agreement notifies

the other party in writing that it wishes to terminate this Agreement. Such notice shall be provided not less than thirty (30) days prior to the end of the Initial Term or any Renewal Term.

**III. Consideration**

1. In consideration of the City’s provision of the Library Services during the Initial Term, the county agrees to pay the City a monthly sum of \$16,932.58 (Sixteen Thousand, nine hundred thirty-two Dollars and 58/100) on the 15<sup>th</sup> day of each month following the effective date of this Agreement.
2. The County and the City agree that the monthly amount payable by the County to the City shall be determined by good faith negotiations between the County and City and that such amount shall be determined not less than thirty (30) days before the end of the Initial Term and each Renewal Term.

**IV. Authorization**

The governing bodies of the County and the City have duly authorized this Agreement.

**V. Severability**

If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, for remaining portions hereof shall continue in full force and effect.

**VI. Amendments**

This agreement represents the complete understanding of the County and the City with respect to the matters described herein, and this Agreement may not be amended or altered without the written consent of both parties.

**IN WITNESS WHEREOF**, the undersigned have entered into the Public Library InterLocal Agreement, effective as stated herein.

**GUADALUPE COUNTY, TEXAS**

**ATTEST**

By: \_\_\_\_\_  
**Kyle Kutscher**  
**Guadalupe County Judge**

By: \_\_\_\_\_  
**Teresa Kiel**  
**Guadalupe County Clerk**  
Date: \_\_\_\_\_

**CITY OF SCHERTZ, TEXAS**

**ATTEST**

By: \_\_\_\_\_  
**Mark Browne**  
**City Manager**

By: \_\_\_\_\_  
**Brenda Dennis**  
**City Secretary**  
Date: \_\_\_\_\_

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** October 27, 2020  
**Department:** Fire Department  
**Subject:** Resolution No. 20-R-125 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas appointing members to the Alamo Area Council of Governments (AACOG) Regional Emergency Preparedness Advisory Committee. (C. Kelm/K. Long)

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**BACKGROUND**

The Alamo Area Council of Governments (AACOG) was established in 1967 under Chapter 391 of the Local Government Code as a voluntary association of local governments and organizations that serves its members through planning, information, and coordination activities. AACOG serves the Alamo Area/State Planning Region 18, which covers 13 counties and 12,582 square miles. Counties comprising the area planning region are Atascosa, Bandera, Bexar, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, Medina, McMullen, and Wilson counties.

AACOG's mission is to enhance the quality of life of all residents of the Alamo Region in partnership with elected and appointed officials, funders, community partners and beneficiaries. AACOG has several standing and advisory committees and one of the committees is their Regional Emergency Preparedness Advisory Committee (REPAC). REPAC establishes and updates the regional priorities of funding for projects applying for the State Homeland Security Grant funds. The priorities will be based upon state guidelines and regional planning assessments conducted by the REPAC.

Each member that is appointed to REPAC will serve a term of two years.

**GOAL**

Staff recommends Council appoint Emergency Management Coordinator Summer Hall, as the City's first alternate representative to serve on REPAC. Assistant Fire Chief Greg Rodgers will be reappointed and remain as the City's second alternate representative to serve on REPAC. Fire Chief Kade Long, will be reappointed and remain as the primary member to serve on REPAC.

**COMMUNITY BENEFIT**

The ability to coordinate, apply for and accept State Homeland Security Grant funds.

**SUMMARY OF RECOMMENDED ACTION**

Staff recommends Council appoint Emergency Management Coordinator Summer Hall, as the City's first alternate representative to serve on REPAC. Assistant Fire Chief Greg Rodgers will be reappointed and remain as the City's second alternate representative to serve on REPAC. Fire Chief Kade Long, will be reappointed and remain as the primary member to serve on REPAC.

**FISCAL IMPACT**

None

**RECOMMENDATION**

Approval of Resolution # 20-R-125

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**Attachments**

20-R-125

Mayor Letter

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**RESOLUTION NO. 20-R-125**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPOINTING MEMBERS TO THE ALAMO AREA COUNCIL OF GOVERNMENTS REGIONAL EMERGENCY PREPAREDNESS ADVISORY COMMITTEE AND OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, Membership in AACOG is open to all governmental units in the 13-county Alamo area planning region. A governmental unit is any county, city, town, village, authority, district, or other political subdivision of the State of Texas.

**WHEREAS**, ACCOG members are allowed to appoint a representative to the Regional Emergency Preparedness Advisory Council (REPAC); and

**WHEREAS**, REPAC members meet monthly to review, draft, and approve regional emergency strategic plans, Threat, Hazard Identification Risk Assessments (THIRA), and the State Preparedness Report; and

**WHEREAS**, REPAC members meet annually to set regional homeland security priorities of funding for projects applying for the State Homeland Security Program (SHSP) grant; and

**WHEREAS**, the City staff of the City of Schertz (the “City”) has recommended that the City of Schertz have representation on the Regional Emergency Preparedness Advisory Committee by appointing members of the Fire Department; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to appoint appoints Emergency Management Coordinator Summer Hall, as the City’s first alternate representative to serve on Alamo Area Council of Government’s Regional Emergency Preparedness Board (REPAC). This appointment is for a new employee in the City of Schertz in a newly created position, Emergency Management Coordinator. Assistant Fire Chief Greg Rodgers, will be reappointed and remain as the City’s second alternate representative to serve on REPAC. Fire Chief Kade Long, will be reappointed and remain as the primary member to serve on REPAC.

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

Section 1. The City Council hereby authorizes the appointment of Emergency Management Coordinator Summer Hall, as the City’s first alternate representative to serve on Alamo Area Council of Government’s Regional Emergency Preparedness Board (REPAC). Assistant Fire Chief Greg Rodgers, will be reappointed and remain as the City’s second alternate representative. Fire Chief Kade Long, will be reappointed and remain as the primary member to serve on REPAC. Appointed members are authorized to execute any and all necessary actions on behalf of the City of Schertz to promote homeland security and “all hazards” preparedness within the region.

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 27<sup>th</sup> day of October, 2020.

CITY OF SCHERTZ, TEXAS

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Ralph Gutierrez, Mayor

ATTEST:

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City Secretary, Brenda Dennis

(CITY SEAL)

October 27, 2020

Ms. Marcela T. Medina Public Safety Director  
The Alamo Area Council of Governments  
8700 Tesoro Drive  
San Antonio TX 78217

Dear Ms. Medina:

This memo appoints appoint Emergency Management Coordinator Summer Hall, as the City's first alternate representative to serve on Alamo Area Council of Government's Regional Emergency Preparedness Board (REPAC). This appointment is for a new employee in the City of Schertz in a newly created position, Emergency Management Coordinator. Assistant Fire Chief Greg Rodgers will be reappointed and remain as the City's second alternate representative to serve on REPAC. Fire Chief Kade Long, will be reappointed and remain as the primary member to serve on REPAC. Appointed members are authorized to execute any and all necessary actions on behalf of the City of Schertz to promote homeland security and "all hazards" preparedness within the region.

---

Ralph Gutierrez, Mayor

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** October 27, 2020  
**Department:** City Secretary  
**Subject:** Ordinance No. 20-M-34 - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz Texas amending the City Code of Ordinances Article I. in General, Section 2-125 Designation of Records Management Officer, repealing all Ordinances or parts of Ordinances in conflict with this Ordinance and providing an effective date. *First Reading* (M. Browne/B. Dennis)

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**BACKGROUND**

In reviewing and updating the City of Schertz retention schedules with the Texas State Library and Archives Commission, we were informed that they still had on file and in their records Ms. Evelyn Boggess as the City of Schertz designated Records Management Officer.

Title 6, subtitle C, Local Government Code (Local Government Records Act) provides that the City Council must establish by Ordinance an active and continuing records management program to be administered by a Records Management Officer. The City of Schertz by Ordinance 04-M-13 adopted a Records management policy for that purpose and to prescribe policies and procedures consistent with the Local Government Records Act and in the interests of cost-effective and efficient recordkeeping.

At the time the Ordinance was approved the City of Schertz had a Records Department and named a Records Management Officer which was different from the City Secretary. In October 2009 the Records Management Officer moved to a different department and a Designation of Local Government Records Management Officer (RMO) form was sent to the Texas State Library and Archives Commission designating the City Secretary. At that time we believed the change was in effect.

Per the Texas State Library and Archives Commission they require some form of governing body approval to change the Records Management Officer for the City of Schertz. By approving this Ordinance a copy will be sent to the Texas State Library and Archives Commission designating the City Secretary as the City of Schertz Local Government Records Management Officer.

**GOAL**

Designate the City Secretary as the Records Management Officer for the City of Schertz, as per the City's practice. By naming the City Secretary to serve as the Records Management Officer as opposed to an individual it would not require action on the City Council's part in the future.

**COMMUNITY BENEFIT**

Be consistent with the forms which are available and for use on our website for contact information.

**SUMMARY OF RECOMMENDED ACTION**

Approve first reading of Ordinance 20-M-34 designating the City Secretary as the City of Schertz Records Management Officer.

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

Approval of Ordinance 20-M-34.

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**Attachments**

Ordinance 20-M-34

04-M-13

2009 Designation form

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**ORDINANCE NO. 20-M-34**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ TEXAS AMENDING THE CITY CODE OF ORDINANCES ARTICLE I. IN GENERAL, SECTION 2-125 DESIGNATION OF RECORDS MANAGEMENT OFFICER REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Title 6, subtitle C, Local Government Code (Local Government Records Act) provides that the City Council must establish by Ordinance an active and continuing records management program to be administered by a Records Management Officer; and

WHEREAS, the City of Schertz by Ordinance 04-M-13 adopted a records management policy for that purpose and to prescribe policies and procedures consistent with the Local Government Records Act and in the interests of cost-effective and efficient recordkeeping; and

WHEREAS, at the time the Ordinance was approved the City of Schertz had a Records Department and named a Records Management Officer which was different from the City Secretary; and

WHEREAS, in October 2009 the Records Management Officer moved to a different department and a Designation of Local Government Records Management Officer (RMO) form was sent to the Texas State Library and Archives Commission with a change of designating the City Secretary as the updated Records Management officer; and

WHEREAS, per the Texas State Library and Archives Commission they require some form of governing body approval to change the Records Management Officer for the City of Schertz; and

WHEREAS, by approving this Ordinance a copy will be sent to the Texas State Library and Archives Commission designating the City Secretary as the Schertz Local Government Records Management Officer as provided by State Law; and

WHEREAS, The City Council has determined that it is in the best interest of the City to designate the City Secretary as the Records Management Officer.

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

Section 1. DESIGNATION OF RECORDS MANAGEMENT OFFICER. The City of Schertz Texas desires to designate the City Secretary as the Records Management Officer and assume all duties of the Records Management Officer.

Section 2. The City Secretary shall file his/her name with the Director and Librarian of the State Library within 30 days of the date of designation, as provided by State law.

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, 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.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, THAT THIS ORDINANCE WAS PASSED and APPROVED on first reading this the 27th day of October, 2020.

PASSED, APPROVED and ADOPTED on second reading this the \_\_\_ day of \_\_\_\_\_, 2020.

APPROVED:

\_\_\_\_\_  
Ralph Gutierrez, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Dennis, City Secretary

**AN ORDINANCE**

**BY THE CITY COUNCIL OF THE CITY OF SCHERTZ TEXAS  
ESTABLISHING RECORDS MANAGEMENT ORDINANCE AND  
APPOINTING A RECORDS MANAGEMENT OFFICER; AND  
PROVIDING A REPEALING CLAUSE.**

**WHEREAS**, Title 6, subtitle C, Local Government Code (Local Government Records Act) provides that a CITY COUNCIL must establish by ORDINANCE an active and continuing records management program to be administered by a Records Management Officer; and

**WHEREAS**, the CITY OF SCHERTZ desires to adopt an ORDINANCE for that purpose and to prescribe policies and procedures consistent with the Local Government Records Act and in the interests of cost-effective and efficient recordkeeping;

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

**SECTION 1. DEFINITION OF MUNICIPAL RECORDS.**

Municipal records includes all documents, papers, letters, books, maps, photographs, sound or video recordings, microfilm, magnetic tape, electronic media, or other information recording media, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by the CITY OF SCHERTZ or any of its officers or employees pursuant to law or in the transaction of public business are hereby declared to be the records of the CITY OF SCHERTZ and shall be created, maintained, and disposed of in accordance with the provisions of this ORDINANCE or procedures authorized by it and in no other manner. The materials excluded from the term "local government record" in Section 201.003 of the Local Government Records Act are not municipal records for purposes of this ordinance.

**SECTION 2. ADDITIONAL DEFINITIONS.**

(1) "Department head" means the officer who by ordinance, order, or administrative policy is in charge of an office of the CITY OF SCHERTZ that creates or receives records.

(2) "Essential record" means any municipal record of the CITY OF SCHERTZ necessary to the resumption or continuation of government operations of the CITY OF SCHERTZ in an emergency or disaster, to the recreation of the legal and financial status of the CITY OF SCHERTZ, or to the protection and fulfillment of obligations to the people of the state.

(3) "Permanent record" means any municipal record of the CITY OF SCHERTZ for which the retention period on a records control schedule issued by the Texas State Library and Archives Commission is given as permanent.

(4) "Records control schedule" means a document prepared by or under the authority of the Records Management Officer listing the records maintained by the CITY OF SCHERTZ, their retention periods, and other records disposition information that the records management program may require.

(5) "Records management" means the application of management techniques to the creation, use, maintenance, retention, preservation, and disposal of records for the purposes of reducing the costs and improving the efficiency of recordkeeping. The term includes the development of records control schedules, the management of filing and information retrieval systems, the protection of essential and permanent records, the economical and space-effective storage of inactive records, control over the creation and distribution of forms, reports, and correspondence, and the management of micrographics and electronic and other records storage systems.

(6) "Records liaison officers" mean the persons designated under Section 10 of this ORDINANCE.

(7) "Records management officer," means the person designated in Section 5 of this ORDINANCE.

(8) "Records management plan" means the plan established under Section 6 of this ORDINANCE.

(9) "Retention period" means the minimum time that must pass after the creation, recording, or receipt of a record, or the fulfillment of certain actions associated with a record, before it is eligible for destruction.

**SECTION 3. MUNICIPAL RECORDS DECLARED PUBLIC PROPERTY.** All municipal records as defined in Sec. 1 of this ordinance are hereby declared to be public property. No municipal official or employee has, by virtue of his or her position, any personal or property right to such records even though he or she may have developed or compiled them. The unauthorized destruction, removal from files, or use of such records is prohibited.

**SECTION 4. POLICY.** It is hereby declared to be the policy of the CITY OF SCHERTZ to provide for efficient, economical, and effective controls over the creation,

distribution, organization, maintenance, use, and disposition of all municipal records through a comprehensive system of integrated procedures for the management of records from their creation to their ultimate disposition, consistent with the requirements of the Local Government Records Act and accepted records management practice.

**SECTION 5. DESIGNATION OF RECORDS MANAGEMENT OFFICER.** Evelyn Boggess is hereby designated to serve as Records Management Officer for the CITY OF SCHERTZ. The individual designated as Records Management Officer shall file his or her name with the director and librarian of the Texas State Library within thirty days of the date of designation, as provided by state law.

**SECTION 6. RECORDS MANAGEMENT PLAN TO BE DEVELOPED; APPROVAL OF PLAN; AUTHORITY OF PLAN.**

(a) The Records Management Plan on file with the City Secretary is to be administered by the Record Management Officer.

(b) The records management plan shall be binding on all offices, departments, divisions, programs, commissions, bureaus, boards, committees, or similar entities of the CITY OF SCHERTZ and records shall be created, maintained, stored, microfilmed, or disposed of in accordance with the plan. The Records Management Officer will coordinate with the City Manager.

(c) State law relating to the duties, other responsibilities, or recordkeeping requirements of a department head do not exempt the department head or the records in the department head's care from the application of this ORDINANCE and the records management plan adopted under it and may not be used by the department head as a basis for refusal to participate in the records management program of the CITY OF SCHERTZ.

**SECTION 7. DUTIES OF RECORDS MANAGEMENT OFFICER.** In addition to other duties assigned in this ORDINANCE the Records Management Officer shall:

(1) administer the records management program and provide assistance to department heads in its implementation;

(2) plan, formulate, and prescribe records disposition policies, systems, standards, and procedures;

(3) in cooperation with department heads identify essential records and establish a disaster plan for each CITY OF SCHERTZ office and department to ensure maximum availability of the records in order to re-establish operations quickly and with minimum disruption and expense;

(4) develop procedures to ensure the permanent preservation of the historically valuable records of the CITY OF SCHERTZ;

(5) establish standards for filing and storage equipment and for recordkeeping supplies;

(6) study the feasibility of and, if appropriate, establish a uniform filing system and a forms design and control system for the CITY OF SCHERTZ;

(7) provide records management advice and assistance to all municipal departments.

(8) monitor records retention schedules and administrative rules issued by the Texas State Library and Archives Commission to determine if the records management program and the municipality's records control schedules are in compliance with state regulations;

(9) disseminate to the CITY MANAGER and department heads information concerning state laws and administrative rules relating to local government records;

(10) instruct Records Liaison Officers and other personnel in policies and procedures of the records management plan and their duties in the records management program;

(11) advise Records Liaison Officers or other personnel in the conduct of records inventories in preparation for the development of records control schedules as required by state law and this ORDINANCE;

(12) ensure that the maintenance, preservation, microfilming, destruction, or other disposition of the municipal records is carried out in accordance with the policies and procedures of the records management program and the requirements of state law;

(13) maintain records on the volume of records destroyed under approved records control schedules, the volume of records microfilmed or stored electronically, and the estimated cost and space savings as the result of such disposal or disposition;

(14) bring to the attention of the CITY MANAGER non-compliance by department heads or other CITY OF SCHERTZ personnel with the policies and procedures of the records management program or the Local Government Records Act.

**SECTION 8. DUTIES AND RESPONSIBILITIES OF DEPARTMENT HEADS.** In addition to other duties assigned in this ORDINANCE, department heads shall:

(1) cooperate with the Records Management Officer in carrying out the policies and procedures established in the CITY OF SCHERTZ for the efficient and economical management of records and in carrying out the requirements of this ORDINANCE;

(2) adequately document the transaction of government business and the services, programs, and duties for which the department head and his or her staff are responsible; and

(3) maintain the records in his or her care and carry out their preservation, microfilming, destruction, or other disposition only in accordance with the policies and procedures of the records management program of the CITY OF SCHERTZ and the requirements of this ORDINANCE.

**SECTION 9. DESIGNATION OF RECORDS LIAISON OFFICERS.** Each department head shall designate a member of his or her staff to serve as Records Liaison Officer for the implementation of the records management program in the department. Persons designated as Records Liaison Officers shall be thoroughly familiar with all the records created and maintained by the department. In the event of the resignation, retirement, dismissal, or removal by action of the department head of a person designated as a Records Liaison Officer, the department head shall promptly designate another person to fill the vacancy. A department head may serve as Records Liaison Officer for his or her department.

**SECTION 10. DUTIES AND RESPONSIBILITIES OF RECORDS LIAISON OFFICERS.** In addition to other duties assigned in this ORDINANCE, Records Liaison Officers shall:

(a) conduct or supervise the conduct of inventories of the records of the department in preparation for the development of records control schedules;

(b) in cooperation with the Records Management Officer coordinate and implement the policies and procedures of the records management program in their departments; and

(c) disseminate information to department staff concerning the records management program.

**SECTION 11. RECORDS CONTROL SCHEDULES TO BE DEVELOPED; APPROVAL; FILING WITH STATE.** (a) The Records Management Officer, in cooperation with department heads and Records Liaison Officers, shall prepare records control schedules on a department by department basis listing all records created or received by the department and the retention period for each record. Records control schedules shall also contain such other information regarding the disposition of municipal records as the records management plan may require.

(b) Each records control schedule shall be monitored and amended as needed by the Records Management Officer on a regular basis to ensure that it is in compliance with records retention schedules issued by the state and that it continues to reflect the recordkeeping procedures and needs of the department and the records management program of the CITY OF SCHERTZ.

(c) Before its adoption a records control schedule or amended schedule for a department must be approved by the department head.

(d) Before its adoption a records control schedule must be submitted to and accepted for filing by the director and librarian of the Texas State Library as provided by state law. If a schedule is not accepted for filing, the schedule shall be amended to make it acceptable for filing. The Records Management Officer shall submit the records control schedules to the director and librarian.

**SECTION 12. IMPLEMENTATION OF RECORDS CONTROL SCHEDULES; DESTRUCTION OF RECORDS UNDER SCHEDULE.** (a) A records control schedule for a department that has been approved and adopted under Section 11 shall be implemented by department heads and Records Liaison Officers according to the policies and procedures of the records management plan.

(b) A record whose retention period has expired on a records control schedule shall be destroyed unless an open records request is pending on the record, the subject matter of the record is pertinent to a pending law suit, or the department head requests in writing to the Records Management Officer that the record be retained for an additional period.

(c) Prior to the destruction of a record under an approved records control schedule, authorization for the destruction must be obtained from the Records Management Officer.

**SECTION 13. DESTRUCTION OF UNSCHEDULED RECORDS.** A record that does not appear on a records control schedule or amended schedule may be destroyed only with the prior approval of the director and librarian of the Texas State Library, and the Records Manager has received the approved destruction authorization request. Persons desiring to destroy unscheduled records must strictly adhere to the guidance contained in the Local Government Records Act Section 203.045.

**SECTION 14. RECORDS CENTER.** A records center, developed pursuant to the plan required by Section 6, shall be under the direct control and supervision of the Records Management Officer. Policies and procedures regulating the operations and use of the records center shall be contained in the records management plan developed under Section 6.

**SECTION 15. ELECTRONIC RECORD STORAGE.** The Records Management Officer will also integrate the management of electronic records with other records and information resources management programs; incorporate electronic records management objectives, responsibilities, and authorities in pertinent directives; establish procedures for addressing electronic records management requirements, including record keeping

requirements and disposition; and ensure that training is provided for users of electronic records systems in the operation, care, and handling of the equipment, software, and media used in the system. The Records Management Officer will procure and maintain up-to-date guidance pertaining to all applicable electronic records storage systems, and will insure all computer hardware adequately incorporates all technical characteristics necessary for reading, processing, and the timely, disposition of stored records. The Records Management Officer will also insure that all offices will specify the location and media on which electronic records are maintained on all file plans, and maintain inventories of electronic records systems to facilitate disposition instructions.

#### **SECTION 16. REPEALING CLAUSE**

That City of Schertz Ordinance No. 90-G-16 and 94-G-30 and any other ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

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Approved on first reading 6th day of April, 2004.

PASSED, APPROVED AND ADOPTED this the 30th day of April, 2004.



Mayor, City of Schertz, Texas

ATTEST:

Deputy Mary Ylarra  
City Secretary, City of Schertz

PUBLISHER'S AFFIDAVIT

THE STATE OF TEXAS,

County of Guadalupe

1st reading of  
Records Mgmt  
officer

\$ 40.50

Before me, the undersigned authority, on this date personally appeared

Tommy Crow, known to me, who, being by me duly sworn, on his oath deposes and says that he is the Publisher of The Seguin Gazette-Enterprise, a newspaper published in said county; that a copy of the within and foregoing notice was published in said newspaper 1 time(s) before the return day named therein, such publications being on the following dates:

April 11, 2004  
\_\_\_\_\_  
\_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, ENTITLED "RECORDS MANAGEMENT ORDINANCES AND APPOINTING A RECORDS MANAGEMENT OFFICER; AND PROVIDING A REPEALING CLAUSE."  
Approved on first meeting the 6th day of April 2004  
City Secretary  
Norma Alvarado

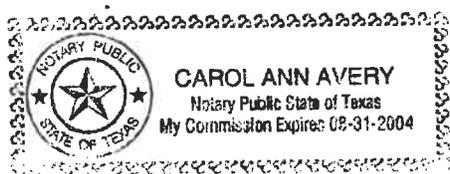
and a newspaper copy of which is hereto attached.

[Signature]

Sworn to and subscribed before me this 12<sup>th</sup> day of

April, A.D., 2004.

[Signature]



... Notary Public, Guadalupe County, Texas

PUBLISHER'S AFFIDAVIT

*Ord. 04-M-13*

THE STATE OF TEXAS,

*41.75*

County of Guadalupe

Before me, the undersigned authority, on this date personally appeared

Tommy Crow, known to me, who, being by me duly sworn, on

his oath deposes and says that he is the Publisher of The Seguin Gazette-Enterprise, a newspaper published in said county; that a copy of the within and foregoing notice was published in said newspaper 1 time(s) before the return day named therein, such publications being on the following dates:

April 25, 2004

ORDINANCE NO. 04-M-13

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS ESTABLISHING RECORDS MANAGEMENT ORDINANCES AND APPOINTING A RECORDS MANAGEMENT OFFICER; AND PROVIDING A REPEALING CLAUSE.

PASSED, APPROVED AND ADOPTED the 20th day of April 2004  
Deputy City Secretary,  
Mary Ybarra

and a newspaper copy of which is hereto attached.

*[Signature]*

Sworn to and subscribed before me this 26<sup>th</sup> day of

April, A.D., 2004.



*[Signature]*

Notary Public, Guadalupe County, Texas

# Designation of Local Government Records Management Officer (RMO)

Instructions: Print or type form and return to address below.

## Section One: Elected County Officials

County \_\_\_\_\_  
Title of Office \_\_\_\_\_  
Name of Officeholder \_\_\_\_\_  
Signature of Elected County Official \_\_\_\_\_ Date: \_\_\_\_\_

I, the undersigned officeholder, (please check one)

will serve as records management officer for the office as provided by § 203.001, Local Government Code.

designate the county records management officer to act as records management officer for the records of the office, to the extent authorized, as provided by § 203.005(g), Local Government Code.

## Section Two: All other Local Government Offices

The Records Management Program policy/order/ordinance (RMP) that established a records management program as approved by the governing body of this local government designates that the following position, currently held by the named individual, is the Records Management Officer for this local government as provided by § 203.025, Local Government Code.

Name of Government City of Schertz  
Position designated in RMP City Secretary  
Individual's Name Brenda Dennis  
Signature of RMO Brenda Dennis Date: 10-20-2009

Section Three: Contact Information -  New  Update

### Records Management Officer Contact Information

Street Address 1400 Schertz Parkway  
P.O. Box \_\_\_\_\_  
City Schertz TX Zip Code 78154  
Telephone Number 210-619-1030 Fax Number 210-619-1039  
E-mail Address bdennis@schertz.com

Save Paper! Please send Training Schedules & Newsletters to this e-mail address.  Yes  No

Please return original, signed form within 30 days of receipt or 30 days of RMO change to: (LGC §203.025)

State and Local Records Management Division  
Texas State Library and Archives Commission  
P.O. Box 12927  
Austin, TX 78711-2927



094 16 002

CITY COUNCIL MEMORANDUM

**City Council Meeting:** October 27, 2020  
**Department:** Finance  
**Subject:** Ordinance No. 20-B-36 - Consideration and approval of an Ordinance by the City Council of the City of Schertz, Texas, authorizing the issuance of "City of 'Schertz, Texas, general obligation refunding bonds, series 2020, and other matters incident and related thereto. *First and Final Reading* (M. Browne/B. James/J. Walters)

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**BACKGROUND**

As previously briefed at the Council's September 22<sup>nd</sup> Regular meeting, the City has two outstanding debt obligations that can be refunded beginning November 3, 2020, to create annual debt service savings. The Refunded Obligations being considered are the General Obligation Bonds, Series 2011 and the General Obligation Refunding Bonds, Series 2011A. Savings generated from the refunding of the Refunded Obligations will be for the benefit of the City's I&S Fund since those obligations are paid from the I&S Taxes.

**GOAL**

To lower the interest rates on the City's 2011 debt.

**COMMUNITY BENEFIT**

Lower interest payments will lower the annual debt payments made by the City with property taxes.

**SUMMARY OF RECOMMENDED ACTION**

This ordinance will approve issuance of refunding bonds that will replace the existing debt with new with a lower interest rate, lower annual payments, but keep the same payback period.

**FISCAL IMPACT**

The City can expect to save roughly \$90,000 per year (net of all costs) for 15 years at today's interest rates. Total savings are estimated in excess of \$1,340,000.

**RECOMMENDATION**

Staff recommends authorizing City Staff and Consultants to accept the low bid as presented and lock in interest rates that generate the savings as described by SAMCO Capital in their presentation to be made at the October 27, 2020, regular meeting of the City Council.

**Motion "I move to adopt an ordinance authorizing the issuance of City of Schertz, Texas General Obligation Refunding Bonds, Series 2020"**

Ordinance 20-B-36  
S&P Bond Rating

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ORDINANCE NO. 20-B-36

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE ISSUANCE OF “CITY OF SCHERTZ, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020”; LEVYING AN ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS, INCLUDING THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, AN OFFICIAL BID FORM, AND AN ESCROW DEPOSIT LETTER; COMPLYING WITH THE LETTER OF REPRESENTATIONS ON FILE WITH THE DEPOSITORY TRUST COMPANY; AUTHORIZING THE EXECUTION OF ANY NECESSARY ENGAGEMENT AGREEMENT WITH THE CITY’S FINANCIAL ADVISORS; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City Council (the *City Council*) of the City of Schertz, Texas (the *City*) has heretofore issued, sold, and delivered, and there are currently outstanding obligations in the aggregate original principal amount of \$8,055,000, being the obligations set forth on Schedule I hereto which is incorporated by reference for all purposes to this ordinance (the *Refunded Obligations*); and

WHEREAS, the City Council intends to issue an aggregate principal amount of \$\_\_\_\_\_ in general obligation refunding bonds the proceeds of which will be utilized to provide for the (i) discharge and final payment of the Refunded Obligations and (ii) payment of the costs of issuance of the general obligation refunding bonds; and

WHEREAS, pursuant to the provisions of Chapter 1207, as amended, Texas Government Code (the *Act*), the City Council is authorized to issue refunding bonds and deposit the proceeds of sale under an escrow agreement to provide for the payment of the Refunded Obligations, and such deposit, when made in accordance with the Act, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, the Act permits that the deposit of the proceeds from the sale of the refunding bonds be deposited directly with any designated escrow agent which is not the depository bank of the City; and

WHEREAS, when firm banking arrangements have been made for the payment of principal of and interest to the stated maturity or redemption dates of the Refunded Obligations, then the Refunded Obligations shall no longer be regarded as outstanding except for the purpose of receiving payment from the funds provided for such purpose and may not be included in or

considered to be an indebtedness of the City for the purpose of a limitation on outstanding indebtedness or taxation or for any other purpose; and

WHEREAS, BOKF, NA, Dallas, Texas, currently serves as the paying agent for the 2011 Refunded Obligations, and Compass Bank, Houston, Texas currently serves as the paying agent for the 2011A Refunded Obligations; and

WHEREAS, UMB Bank, N.A., Austin, Texas, which is not a depository bank of the City, is hereby appointed as the Escrow Agent (hereinafter defined) and Paying Agent/Registrar (hereinafter defined) for the general obligation refunding bonds; and

WHEREAS, the City Council also hereby finds and determines that the Refunded Obligations are scheduled to mature or are subject to being redeemed, not more than twenty (20) years from the date of the general obligation refunding bonds herein authorized and being issued to realize debt service savings, and such refunding will result in a net present value savings of \$\_\_\_\_\_ and a gross savings of \$\_\_\_\_\_, including the City's cash contribution of \$\_\_\_\_\_; and

WHEREAS, the City Council hereby finds and determines that the issuance of the general obligation refunding bonds for the purpose of refunding the Refunded Obligations is in the best interests of the residents of the City, now, therefore,

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

SECTION 1. Authorization - Designation - Principal Amount - Purpose. General obligation refunding bonds of the City shall be and are hereby authorized to be issued in the aggregate principal amount \_\_\_\_\_ THOUSAND AND NO/100 DOLLARS (\$\_\_\_\_\_), to be designated and bear the title of "CITY OF SCHERTZ, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020" (the *Bonds*), for the purpose of providing funds for the (i) discharge and final payment of the Refunded Obligations and (ii) payment of the costs of issuance of the Bonds, all in conformity with the laws of the State of Texas, particularly Chapter 1207, as amended, Texas Government Code, this ordinance adopted by the City Council on October 27, 2020, and the City's Home Rule Charter.

SECTION 2. Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates - Dated Date. The Bonds shall be issued as fully registered obligations, without coupons, shall be dated November 15, 2020 (the *Dated Date*), and shall be in denominations of \$5,000 or any integral multiple thereof, and the Bonds shall be lettered "R" and numbered consecutively from One (1) upward, and principal shall become due and payable on February 1 in each of the years and in principal amounts (the *Stated Maturities*) and bear interest on the unpaid principal amounts from the Dated Date (hereinafter defined) or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity, at the per annum rates, while Outstanding (hereinafter defined), in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		

The Bonds shall bear interest on the unpaid principal amounts from the Dated Date, or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for to Stated Maturity or prior redemption, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on February 1 and August 1 (each, an *Interest Payment Date*) of each year, commencing August 1, 2021, while the Bonds are Outstanding.

**SECTION 3. Payment of Bonds - Paying Agent/Registrar.**

The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and such payment of principal of, premium, if any, and interest on the Bonds shall be without exchange or collection charges to the Holder (as hereinafter defined) of the Bonds.

The selection and appointment of UMB Bank, N.A., Austin, Texas (the *Paying Agent/Registrar*), to serve as the initial Paying Agent/Registrar for the Bonds is hereby approved and confirmed, and the City agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment, and transfer of the Bonds, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached, in substantially final form, as Exhibit A hereto, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The City covenants to maintain and provide a Paying Agent/Registrar at all times while the Bonds are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution or (ii) an association or a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such

laws to exercise trust powers. Such Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and authorized by law to serve as a Paying Agent/Registrar.

The City reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or ordinance terminating such agency. Additionally, the City agrees to promptly cause a written notice of this substitution to be sent to each Holder of the Bonds by United States mail, first-class postage prepaid, which notice shall also give the address of the corporate office of the successor Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Bonds, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only to the registered owner of the Bonds appearing on the Security Register (the *Holder* or *Holder*s) maintained on behalf of the City by the Paying Agent/Registrar as hereinafter provided (i) on the Record Date (hereinafter defined) for purposes of payment of interest on the Bonds, (ii) on the date of surrender of the Bonds for purposes of receiving payment of principal thereof upon redemption of the Bonds or at the Bonds' Stated Maturity, and (iii) on any other date for any other purpose. The City and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Bond for purposes of receiving payment and all other purposes whatsoever, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Bonds shall be payable only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its corporate trust office. Interest on the Bonds shall be paid to the Holder whose name appears in the Security Register at the close of business on the fifteenth day of the month next preceding an Interest Payment Date for the Bonds (the *Record Date*) and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Bonds shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Bonds was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4. Redemption.

A. Mandatory Redemption of Bonds. The Bonds stated to mature on February 1, 20\_\_, February 1, 20\_\_ and February 1, 20\_\_ are referred to herein as the “Term Bonds”. The Term Bonds are subject to mandatory sinking fund redemption prior to their Stated Maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on February 1 in each of the years as set forth below:

Term Bonds Stated to Mature on February 1, 20__		Term Bonds Stated to Mature on February 1, 20__	
<u>Year</u>	<u>Principal Amount (\$)</u>	<u>Year</u>	<u>Principal Amount (\$)</u>
*		*	

Term Bonds Stated to Mature on February 1, 20__	
<u>Year</u>	<u>Principal Amount (\$)</u>
*	

\*Payable at Stated Maturity.

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Bonds of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the Issuer and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

B. Optional Redemption of Bonds. The Bonds having Stated Maturities on and after February 1, 2030 shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on February 1, 2029, or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption.

C. Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of the Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the Issuer shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem the Bonds, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the Issuer to exercise the right to redeem the Bonds shall be entered in the minutes of the governing body of the Issuer.

D. Selection of Bonds for Redemption. If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Bonds to be redeemed, provided that if less than the entire principal amount of a Bond is to be redeemed, the Paying Agent/Registrar shall treat such Bond then subject to redemption as representing the number of Bonds Outstanding which is obtained by dividing the principal amount of such Bond by \$5,000.

E. Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Bonds, the Paying Agent/Registrar shall cause a notice of redemption to be sent by United States mail, first-class postage prepaid, in the name of the Issuer and at the Issuer's expense, by the Paying Agent/Registrar to each Holder of a Bond to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder. This notice may also be published once in a financial publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including, but not limited to, *The Texas Bond Reporter*).

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Bonds, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder.

If a Bond is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given or waived as herein provided, such Bond (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Bonds (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Bonds (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue, and such Bonds shall not be deemed to be Outstanding in accordance with the provisions of this Ordinance.

F. Transfer/Exchange of Bonds. Neither the Issuer nor the Paying Agent/Registrar shall be required (1) to transfer or exchange any Bond during a period beginning forty-five (45) days prior to the date fixed for redemption of the Bonds or (2) to transfer or exchange any Bond selected for redemption, provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond which is subject to redemption in part.

SECTION 5. Execution - Registration. The Bonds shall be executed on behalf of the City by its Mayor or Mayor Pro Tem under the seal of the City reproduced or impressed thereon and attested by its City Secretary. The signature of any of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who were, at the time of the Dated Date, the proper officers of the City shall bind the City, notwithstanding that such individuals or either of them shall cease to hold such offices prior to the delivery of the Bonds to the Purchasers (hereinafter defined), all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual signature, and either such certificate upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified or registered and delivered.

SECTION 6. Registration - Transfer - Exchange of Bonds - Predecessor Bonds. A Security Register relating to the registration, payment, transfer, or exchange of the Bonds shall at all times be kept and maintained by the City at the corporate trust office of the Paying Agent/Registrar, and the Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Bonds, or, if appropriate, the nominee thereof. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond at the corporate trust office of the Paying Agent/Registrar, the City shall execute and the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds of authorized denomination and having the same Stated Maturity and of a like interest rate and aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange upon surrender of the Bonds to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Bonds

are so surrendered for exchange, the City shall execute, and the Paying Agent/Registrar shall register and deliver, the Bonds to the Holder requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the corporate trust office of the Paying Agent/Registrar, or be sent by United States registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid and binding obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Bonds surrendered upon such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any fee, tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Bonds, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Bonds shall include any Bond registered and delivered pursuant to Section 17 in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

SECTION 7. Initial Bond. The Bonds herein authorized shall be initially issued as either (i) a single fully registered Bond in the aggregate principal amount of \$\_\_\_\_\_ with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as one (1) fully registered Bond for each year of Stated Maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (the *Initial Bond*), and the Initial Bond shall be registered in the name of the Purchasers or the designee thereof. The Initial Bond shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the Purchasers, or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of like kind and of authorized denominations, Stated Maturities, principal amounts bearing applicable interest rates, and shall be lettered "R" and numbered consecutively from one (1) upward for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

#### SECTION 8. Forms.

A. Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks

of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Bonds, or any Stated Maturities thereof, are insured, and any reproduction of an opinion of Bond Counsel (hereinafter referenced)) thereon as may, consistent herewith, be established by the City or determined by the officers executing the Bonds as evidenced by their execution thereof. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds shall be printed, lithographed, or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing the Bonds as evidenced by their execution thereof, but the Initial Bond submitted to the Attorney General of the State of Texas may be typewritten or photocopied or otherwise reproduced.

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

B. Form of Definitive Bond.

REGISTERED  
NO. \_\_\_\_\_

REGISTERED  
PRINCIPAL AMOUNT  
\$ \_\_\_\_\_

United States of America  
State of Texas  
Counties of Guadalupe, Comal, and Bexar  
CITY OF SCHERTZ, TEXAS  
GENERAL OBLIGATION REFUNDING BONDS,  
SERIES 2020

Dated Date:                      Interest Rate:                      Stated Maturity:                      CUSIP NO:  
November 15, 2020

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL AMOUNT: \_\_\_\_\_ AND NO/100 DOLLARS

The City of Schertz, Texas (the *City*), a body corporate and a municipal corporation in the Counties of Guadalupe, Comal, and Bexar, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount specified above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the Dated Date or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, until such Principal Amount has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, while Outstanding, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 1 and August 1 (each, an *Interest Payment Date*) of each year, commencing August 1, 2021.

Principal of and premium, if any, on this Bond shall be payable to the Registered Owner hereof (the *Holder*), upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon or a successor thereof. Interest shall be payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder hereof at the Holder's risk and expense.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$\_\_\_\_\_ (the *Bonds*) pursuant to an ordinance adopted by the governing body of the City (the *Ordinance*), for the purpose of providing funds for the (i) discharge and final payment of the Refunded Obligations and (ii) payment of the costs of issuance of the Bonds, under and in strict conformity with the laws of the State of Texas, including Chapter 1207, as amended, Texas Government Code, and the City's Home Rule Charter.

The Bonds stated to mature on February 1, 20\_\_, February 1, 20\_\_ and February 1, 20\_ are referred to herein as the "Term Bonds". The Term Bonds are subject to mandatory sinking fund redemption prior to their Stated Maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on February 1 in each of the years as set forth below:

<u>Term Bonds</u> <u>Stated to Mature</u> <u>on February 1, 20__</u>		<u>Term Bonds</u> <u>Stated to Mature</u> <u>on February 1, 20__</u>	
<u>Year</u>	<u>Principal</u> <u>Amount (\$)</u>	<u>Year</u>	<u>Principal</u> <u>Amount (\$)</u>
*		*	

<u>Term Bonds</u> <u>Stated to Mature</u> <u>on February 1, 20__</u>	
<u>Year</u>	<u>Principal</u> <u>Amount (\$)</u>
*	

\*Payable at Stated Maturity.

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the City, by the principal amount of any Term Bonds of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the City and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

As specified in the Ordinance, the Bonds having Stated Maturities on and after February 1, 2030 shall be subject to redemption prior to Stated Maturity, at the option of the City, on February 1, 2029, or on any date thereafter, in whole or in part in principal amounts of \$5,000 or

any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by United States mail, first-class postage prepaid, to Holders of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Ordinance. If this Bond is subject to redemption prior to Stated Maturity and is in a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Holder hereof, upon the surrender of this Bond to the Paying Agent/Registrar at its corporate trust office, a new Bond or Bonds of like Stated Maturity and interest rate in any authorized denominations provided in the Ordinance for the then unredeemed balance of the principal sum hereof.

If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption has been duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable hereon from and after the redemption date on the principal amount hereof to be redeemed. If this Bond is called for redemption, in whole or in part, the Issuer or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Bond within forty-five (45) days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance hereof in the event of its redemption in part.

The Bonds of this series are payable from the proceeds of an annual ad valorem tax levied upon all taxable property within the City within the limitations prescribed by law.

Reference is hereby made to the Ordinance, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of the Bonds; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be redeemed or discharged at or prior to the Stated Maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Ordinance. Capitalized terms used herein have the same meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Holder hereof, or his duly authorized agent, and thereupon one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Bond as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner hereof for all other purposes, and neither the City nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to or in the issuance of this Bond in order to render the same a legal, valid, and binding obligation of the City have been performed, exist, and have been done, in regular and due time, form, and manner, as required by the laws of the State of Texas and the Ordinance, and that the issuance of the Bonds does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of, premium if any, and interest on the Bonds by the levy of a tax as aforesaid. In case any provision in this Bond or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

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

IN WITNESS WHEREOF, the City has caused this Bond to be duly executed under its official seal.

CITY OF SCHERTZ, TEXAS

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

(CITY SEAL)

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

C. \*Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Bond Only.

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF §  
PUBLIC ACCOUNTS §  
THE STATE OF TEXAS § REGISTER NO. \_\_\_\_\_  
§

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(SEAL)

\* Note to Printer: Do Not Print on Definitive Bonds

D. \*Form of Certificate of Paying Agent/Registrar to Appear on Definitive Bonds Only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued under the provisions of the within-mentioned Ordinance; the Bond or Bonds of the above-entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date: UMB BANK, N.A., Austin, Texas, as Paying Agent/Registrar

\_\_\_\_\_ By: \_\_\_\_\_  
Authorized Signature

\* Note to Printer: Print on Definitive Bonds

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): \_\_\_\_\_

(Social Security or other identifying number): \_\_\_\_\_

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: \_\_\_\_\_

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

Signature guaranteed:

\_\_\_\_\_

F. Form of Initial Bond. The Initial Bond shall be in the form set forth in paragraph B of this Section, except that the form of a single fully registered Initial Bond shall be modified as follows:

- (i) immediately under the name of the Bond the headings "Interest Rate" and "Stated Maturity" shall both be completed "as shown below";
- (ii) the first two paragraphs shall read as follows:

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL AMOUNT: \_\_\_\_\_ AND NO/100 DOLLARS

The City of Schertz, Texas (the *City*), a body corporate and municipal corporation in the Counties of Guadalupe, Comal, and Bexar, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount specified above stated to mature on the first day of February in each of the years and in principal amounts and bearing interest at per annum rates in accordance with the following schedule:

Years of  
Stated Maturity

Principal  
Amounts (\$)

Interest  
Rates (%)

(Information to be inserted from  
schedule in Section 2 hereof).

and to pay interest on the unpaid Principal Amount hereof from the Dated Date or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for, to Stated Maturity, while Outstanding, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 1 and August 1 (each, an *Interest Payment Date*) of each year, commencing August 1, 2021.

Principal of this Bond shall be payable to the Registered Owner hereof (the *Holder*), upon its presentation and surrender to Stated Maturity, while Outstanding, at the corporate trust office of UMB Bank, N.A., Austin, Texas (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Bond whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

[END OF FORMS]

G. Insurance Legend. If bond insurance is obtained by the City or the Purchasers for the Bonds, the Definitive Bonds and the Initial Bond shall bear an appropriate legend as provided by the bond insurer to appear under the following header:

[BOND INSURANCE] or [STATEMENT OF INSURANCE]

SECTION 9. Definitions. For all purposes of this Ordinance (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Sections 21 and 38 of this Ordinance have the meanings assigned to them in such Sections, and all such terms include the plural as well as the singular; (ii) all references in this Ordinance to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this Ordinance as originally adopted; and (iii) the words “herein”, “hereof”, and “hereunder” and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision.

A. The term *Authorized Officials* shall mean the Mayor, Mayor Pro Tem, City Manager, Director of Finance, and/or City Secretary.

B. The term *Bond Fund* shall mean the special fund created and established by the provisions of Section 10 of this Ordinance.

C. The term *Bonds* shall mean the \$\_\_\_\_\_ “CITY OF SCHERTZ, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020” authorized by this Ordinance.

D. The term *City* or the *Issuer* shall mean City of Schertz, located in the Counties of Guadalupe, Comal, and Bexar, Texas and, where appropriate, the City Council of the City.

E. The term *Closing Date* shall mean the date of physical delivery of the Initial Bonds in exchange for the payment in full by the Purchasers.

F. The term *Debt Service Requirements* shall mean, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the City as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

G. The term *Depository* shall mean an official depository bank of the City.

H. The term *Government Securities*, as used herein, shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Bonds.

I. The term *Holder* or *Holder*s shall mean the registered owner, whose name appears in the Security Register, for any Bond.

J. The term *Interest Payment Date* shall mean the date interest is payable on the Bonds, being February 1 and August 1 of each year, commencing August 1, 2021, while any of the Bonds remain Outstanding.

K. The term *Ordinance* shall mean this ordinance adopted by the City Council of the City on October 27, 2020.

L. The term *Outstanding* when used in this Ordinance with respect to Bonds shall mean, as of the date of determination, all Bonds issued and delivered under this Ordinance, except:

(1) those Bonds canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds for which payment has been duly provided by the City in accordance with the provisions of Section 23 of this Ordinance; and

(3) those Bonds that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 17 of this Ordinance.

M. The term *Purchasers* shall mean the initial purchasers of the Bonds named in Section 18 of this Ordinance.

N. The term *Stated Maturity* shall mean the annual principal payments of the Bonds payable on February 1 of each year the Bonds are Outstanding, as set forth in Section 2 of this Ordinance.

SECTION 10. Bond Fund; Investments. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Bonds, there shall be and is hereby created a special fund to be designated "CITY OF SCHERTZ, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020 INTEREST AND SINKING FUND" (the *Bond Fund*), which fund shall be kept and maintained at the Depository, and money deposited in such fund shall be used for no other purpose and shall be maintained as provided in Section 21. Authorized Officials of the City are hereby authorized and directed to make withdrawals from the Bond Fund sufficient to pay the purchase price or amount of principal of, premium, if any, and interest on the Bonds as the same become due and payable and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Bond Fund an amount sufficient to pay the amount of principal and/or interest stated to mature on the Bonds, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the business day next preceding each interest and principal payment date for the Bonds.

Pending the transfer of funds to the Paying Agent/Registrar, money deposited in any fund created and established pursuant to the provisions of this Ordinance, at the option of the City, may be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land

Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from such fund will be available at the proper time or times. All interest and income derived from deposits and investments in such fund shall be credited to, and any losses debited to, such fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

SECTION 11. Tax Levy. To provide for the payment of the Debt Service Requirements on the Bonds being (i) the interest on the Bonds and (ii) a sinking fund for their redemption at Stated Maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied for the current year and each succeeding year thereafter while the Bonds or any interest thereon shall remain Outstanding, a sufficient tax, within the limitations prescribed by law, on each one hundred dollars' valuation of taxable property in the City, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Bond Fund and are thereafter pledged to the payment of the Bonds. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay such Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness and other obligations of the City.

SECTION 12. Deposits to Bond Fund; Surplus Bond Proceeds. The City hereby covenants and agrees to cause to be deposited in the Bond Fund prior to a principal and interest payment date for the Bonds, from the annual levy of an ad valorem tax or from other lawfully available funds, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures or comes due by reason of Stated Maturity.

Accrued interest received from the Purchasers of the Bonds, along with any taxes collected pertaining to the Refunded Obligations, after the Closing Date, shall be deposited to the Bond Fund. In addition, any surplus proceeds from the sale of the Bonds, including investment income thereon, not expended for authorized purposes shall be deposited in the Bond Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said fund from ad valorem taxes.

SECTION 13. Security of Funds. All money on deposit in the funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and money on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

SECTION 14. Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Bond Fund or (b) defaults in the

observance or performance of any other of the covenants, conditions, or obligations set forth in this Ordinance, the Holders of any of the Bonds shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition, or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 15. Notices to Holders; Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 16. Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the City.

SECTION 17. Mutilated, Destroyed, Lost, and Stolen Bonds. If (1) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the City and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (2) there is delivered to the City and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the City or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously Outstanding.

In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Bond, pay such Bond.

Upon the issuance of any new Bond or payment in lieu thereof, under this Section, the City may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses and charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION 18. Sale of Bonds – Authorization of Official Bid Form – Approval of the Official Statement – Use of Bond Proceeds. The Bonds authorized by this Ordinance are hereby sold by the City to \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as the authorized representative of a group of purchasers at a competitive sale (the *Purchasers*, having all the rights, benefits, and obligations of a Holder), in accordance with the provisions of an Official Bid Form (the *Official Bid Form*), dated October 27, 2020, attached hereto as Exhibit B and incorporated herein by reference as a part of this Ordinance for all purposes, at the price of par, plus a reoffering premium of \$\_\_\_\_\_ (including the Purchasers' compensation), and accrued interest of \$\_\_\_\_\_ and is hereby approved and confirmed. The Initial Bond shall be registered in the name of \_\_\_\_\_. It is hereby officially found, determined, and declared that the Purchasers are the highest bidder for the Bonds whose bid, received as a result of invitations for competitive bids in compliance with applicable law, produced the lowest true interest cost to the City. The pricing and terms of the sale of the Bonds are hereby found and determined to be the most advantageous reasonably obtainable by the City. Any Authorized Official is hereby authorized and directed to execute the Official Bid Form for and on behalf of the City and as the act and deed of this City Council, and in regard to the approval and execution of the Official Bid Form, the City Council hereby finds, determines and declares that the representations, warranties, and agreements of the City contained in the Official Bid Form are true and correct in all material respects and shall be honored and performed by the City. Delivery of the Bonds to the Purchasers shall occur as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of the Official Bid Form.

Furthermore, the City hereby ratifies, confirms, and approves in all respects (i) the City's prior determination that the Preliminary Official Statement was, as of its date, "deemed final" in accordance with the Rule (hereinafter defined) and (ii) the use and distribution of the Official Notice of Sale, Official Bid Form, and Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Bonds. The final Official Statement, being a modification and amendment of the Preliminary Official Statement to reflect the terms of sale referenced in the Official Bid Form (together with such changes approved by any Authorized

Official, any one or more of said officials), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute the final Official Statement, dated October 27, 2020 in the reoffering, sale and delivery of the Bonds to the public. The Mayor, Mayor Pro Tem, and/or City Secretary are further authorized and directed to manually execute and deliver for and on behalf of the City copies of the Official Statement in final form as may be required by the Purchasers, and such final Official Statement in the form and content manually executed by said officials shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Purchasers. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

SECTION 19. Escrow Agreement Approval and Execution; Proceeds of Sale; Contribution by City. The Escrow Deposit Letter dated as of October 27, 2020 to be effective upon the initial delivery of the Bonds to the Purchasers (the *Agreement*) between the City and UMB Bank, N.A., Austin, Texas (the *Escrow Agent*), attached hereto as Exhibit C and incorporated herein by reference as a part of this Ordinance for all purposes, is hereby approved as to form and content, and such Agreement in substantially the form and substance attached hereto, together with such changes or revisions as may be necessary to accomplish the refunding or benefit the City, is hereby authorized to be executed by any Authorized Official on behalf of the City and as the act and deed of this City Council; and such Agreement as executed by said officials shall be deemed approved by the City Council and constitute the Agreement herein approved.

Furthermore, any Authorized Official, or any one or more of said officials, and Bond Counsel in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the Escrowed Securities, if any, referenced in the Agreement and the initial delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchasers for deposit to the credit of the "CITY OF SCHERTZ, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020 ESCROW FUND" (the *Escrow Fund*), including the execution of the subscription forms for the purchase and issuance of the "United States Treasury Securities - State and Local Government Series", if any, for deposit to the Escrow Fund; all as contemplated and provided by the provisions of the Act, this Ordinance, and the Agreement.

Immediately following the delivery of the Bonds, the proceeds of sale along with a cash contribution, if any, from the City (less certain costs of issuance, and accrued interest received from the Purchasers of the Bonds) shall be deposited with the Escrow Agent for application and disbursement in accordance with the provisions of the Agreement. The proceeds of sale of the Bonds not so deposited with the Escrow Agent for the refunding of the Refunded Obligations shall be disbursed for payment of costs of issuance and deposited with the place of payment (of the Refunded Obligations) in an account in the name of the City and applied for the purposes of providing for the payment of the costs and expenses incurred in connection therewith or deposited in the Bond Fund for the Bonds, all in accordance with written instructions from the Authorized Officials.

SECTION 20. Redemption of Refunded Obligations. The Refunded Obligations referenced in the preamble hereof become subject to redemption prior to their stated maturities at

the price of par, premium, if any, and accrued interest to the date of redemption. The Mayor or the City Secretary shall give written notice to the paying agent/registrars for the Refunded Obligations and the Escrow Agent that the Refunded Obligations have been called for redemption, and the City Council orders that such obligations are called for redemption on the date set forth on Schedule I attached to this Ordinance, and such order to redeem the Refunded Obligations on such date shall be irrevocable upon the delivery of the Bonds. Copies of the notices of redemption pertaining to the Refunded Obligations are attached to this Ordinance as Exhibit D and are incorporated herein by reference for all purposes. The paying agent for the Refunded Obligations is authorized and instructed to provide notice of these redemptions to the holders of the Refunded Obligations in the form and manner described in the ordinances authorizing the issuance of the Refunded Obligations.

SECTION 21. Covenants to Maintain Tax-Exempt Status.

A. Definitions. When used in this Section, the following terms have the following meanings:

*Closing Date* means the date of physical delivery of the Initial Bonds in exchange for the payment in full by the Purchasers.

*Code* means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

*Computation Date* has the meaning set forth in Section 1.148-1(b) of the Regulations.

*Gross Proceeds* means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

*Investment* has the meaning set forth in Section 1.148-1(b) of the Regulations.

*Nonpurpose Investment* means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

*Rebate Amount* has the meaning set forth in Section 1.148-1(b) of the Regulations.

*Regulations* means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

*Yield of*

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

B. Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

C. No Private Use or Private Payments. Except to the extent it will not cause the Bonds to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Obligations), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Obligations) or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Obligations), other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

D. No Private Loan. Except to the extent it will not cause the Bonds to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of

such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

E. Not to Invest at Higher Yield. Except to the extent it will not cause the Bonds to become “arbitrage bonds” within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, materially exceeds the Yield of the Bonds.

F. Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

G. Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

H. Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Bond Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all

cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

I. Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection H of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

J. Bonds Not Hedge Bonds.

(1) At the time the original bonds refunded by the Bonds were issued, the City reasonably expected to spend at least 85% of the spendable proceeds of such bonds within three years after such bonds were issued.

(2) Not more than 50% of the proceeds of the original bonds refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

K. Qualified Current Refunding. The Bonds are issued, in part, to refund the Refunded Obligations, and the Bonds will be issued, and certain proceeds thereof used, within 90 days after the Closing Date for the redemption of the Refunded Obligations. In the issuance of the Bonds, the City has employed no "device" to obtain a material financial advantage (based on arbitrage), within the meaning of section 149(d)(4) of the Code, apart from savings attributable to lower interest rates. The City has complied with the covenants, representations, and warranties contained in the documents executed in connection with the issuance of the Refunded Obligations. Accordingly, the City expects to invest the Bond proceeds to be used to refund the Refunded Obligations without regard to Yield restrictions.

L. Elections. The City hereby directs and authorizes any Authorized Official, either or any combination of the foregoing, to make such elections in the Certificate as to Tax Exemption or similar or other appropriate certificate, form, or document permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds. Such elections shall be deemed to be made on the Closing Date.

M. Qualified Tax-Exempt Obligations. The City hereby designates the Bonds as *qualified tax-exempt obligations* for purposes of section 265(b) of the Code. In furtherance of such designation, the City represents, covenants and warrants the following: (a) during the calendar year in which the Bonds are issued, the City (including any subordinate entities) has not designated nor will designate obligations, which when aggregated with the Bonds, will result in more than \$10,000,000 of “qualified tax-exempt obligations” being issued; (b) the City reasonably anticipates that the amount of tax-exempt obligations issued during the calendar year 2020 by the City (including any subordinate entities) will not exceed \$10,000,000; and (c) the City will take such action or refrain from such action as is necessary in order that the Bonds will not be considered “private activity bonds” within the meaning of section 141 of the Code.

SECTION 22. Control and Custody of Bonds. The Mayor shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas and shall take and have charge and control of the Bonds pending their approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery of the Bonds to the Purchasers.

Furthermore, any Authorized Official, either or all, are hereby authorized and directed to furnish and execute such documents relating to the City and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General and their registration by the Comptroller of Public Accounts and, together with the City’s financial advisors, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bonds to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 23. Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at Stated Maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities will mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof for the Bonds. In the event of a defeasance of the Bonds, the City shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent accounting firm, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. To the extent applicable, if at all, the City covenants that no deposit of money or Government

Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 21 hereof).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Bonds or applicable redemption date, such money was deposited and is held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem defeased Bonds that is made in conjunction with the payment arrangements specified in subsection (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the Issuer expressly reserves the right to call the defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Bonds immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Bonds, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Bonds.

SECTION 24. Printed Opinion. The Purchasers' obligation to accept delivery of the Bonds is subject to its being furnished a final opinion of Norton Rose Fulbright US LLP, San Antonio, Texas, as Bond Counsel, approving certain legal matters as to the Bonds, said opinion to be dated and delivered as of the date of initial delivery and payment for such Bonds. Printing of a true and correct copy of said opinion on the reverse side of each of the Bonds, with appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary of the City is hereby approved and authorized.

SECTION 25. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the City nor attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 26. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 27. Ordinance a Contract; Amendments - Outstanding Bonds. The City acknowledges that the covenants and obligations of the City herein contained are a material inducement to the purchase of the Bonds. This Ordinance shall constitute a contract with the

Holder from time to time, shall be binding on the City and its successors and assigns, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided; however, that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price thereof, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission.

SECTION 28. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, Bond Counsel, Paying Agent/Registrar, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, Bond Counsel, the Paying Agent/Registrar, and the Holders.

SECTION 29. Inconsistent Provisions. All ordinances and resolutions, 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 ordained herein.

SECTION 30. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 31. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 32. Severability. 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 Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 33. Incorporation of Preamble Recitals. 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 City Council.

SECTION 34. Authorization of Paying Agent/Registrar Agreement. The City Council of the City hereby finds and determines that it is in the best interest of the City to authorize the

execution of a Paying Agent/Registrar Agreement concerning the payment, exchange, registration, and transferability of the Bonds. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated by reference to the provisions of this Ordinance.

SECTION 35. Public Meeting. 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 36. Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Ordinance shall be given in such other manner and at such time or times as in the judgment of the City or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Ordinance be deemed to be in compliance with the requirements for publication thereof.

SECTION 37. No Recourse Against City Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Bond.

SECTION 38. Continuing Disclosure Undertaking.

A. Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

*EMMA* means the MSRB's Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) <http://www.emma.msrb.org>.

*Financial Obligation* means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

*MSRB* means the Municipal Securities Rulemaking Board.

*Rule* means SEC Rule 15c2-12, as amended from time to time.

*SEC* means the United States Securities and Exchange Commission.

*Undertaking* means the City's continuing disclosure undertaking, described in Subsections B through F below, hereunder accepted and entered into by the City for the purpose of compliance with the Rule.

B. Annual Reports.

The City shall file annually with the MSRB, (1) within six months after the end of each fiscal year of the City ending in or after 2020, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 18 of this Ordinance, being the information described in Exhibit E hereto, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit E hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall file unaudited financial statements within such period and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such financial statements becomes available. Under current Texas law, including, but not limited to, Chapter 103, as amended, Texas Local Government Code, the City must have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit. The annual financial statement, including the auditor's opinion on the statement, shall be filed in the office of the City Secretary within 180 days after the last day of the City's fiscal year. Additionally, upon the filing of this financial statement and the annual audit, these documents are subject to the Texas Open Records Act, as amended, Texas Government Code, Chapter 552.

If the City changes its fiscal year, it will file notice of such change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

C. Notice of Certain Events.

The City shall file notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-

TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

- (7) Modifications to rights of Holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with this Section by the time required by this Section.

D. Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit that causes the Bonds to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is

unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The City may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the City so amends the provisions of this Section, the City shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

E. Information Format – Incorporation by Reference.

The City information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the SEC.

F. General Policies and Procedures Concerning Compliance with the Rule.

Because the issuance of the Bonds is subject to the provisions of the Rule and because the potential “underwriters” in a negotiated sale of the Bonds or the initial purchasers in a competitive sale of the Bonds may be subject to MSRB rules and regulations with respect to such sale (including certain due diligence and suitability requirements, among others), the City hereby adopts the General Policies and Procedures Concerning Compliance with the Rule (the “Policies and Procedures”), attached hereto as Exhibit G, with which the City shall follow to assure compliance with the Undertaking. The City has developed these Policies and Procedures for the purpose of meeting its requirements of the Undertaking and, in connection therewith, has sought the guidance from its internal staff charged with administering the City’s financial affairs, its municipal or financial advisors, its legal counsel (including its Bond Counsel), and its independent accountants (to the extent determined to be necessary or advisable). The Policies and Procedures can be amended at the sole discretion of the City and any such amendment will not be deemed to be an amendment to the Undertaking. Each Authorized Official is hereby authorized to amend the Policies and Procedures as a result of a change in law, a future issuance of indebtedness subject to the Rule, or another purpose determined by the Authorized Official to be necessary or desirable for or with respect to future compliance with the Undertaking.

### SECTION 39. Book-Entry Only System.

The Bonds initially shall be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York, or any successor entity thereto (*DTC*), as set forth herein. Each Stated Maturity of the Bonds shall be issued (following cancellation of the Initial Bonds described in Section 7) in the form of a separate single definitive Bond. Upon issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Bonds shall be registered in the name of Cede & Co., as the nominee of DTC. The City and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit F (the *Representation Letter*).

With respect to the Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Bonds from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds (an *Indirect Participant*). Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Bonds, as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Bond, of any amount with respect to principal of, premium, if any, or interest on the Bonds. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the City to make payments of principal, premium, if any, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

In the event that (a) the City determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the City determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify the Paying Agent/Registrar, DTC, and the Depository Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the City may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the City, or such depository's agent or designee, and if the City and the Paying Agent/Registrar do not select such alternate securities depository system then the Bonds may be registered in whatever name or names the Holders of Bonds transferring or exchanging the Bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 40. Further Procedures. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Official Bid Form, the Agreement, and the Official Statement. In addition, prior to the initial delivery of the Bonds, any Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Bonds by the Texas Attorney General's office. In case any officer of the City whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 41. City's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the City hereby consents to and authorizes any Authorized Official, Bond Counsel to the City, and/or Financial Advisor to the City to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Bonds; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Bonds.

SECTION 42. Contract with Financial Advisor. The City Council authorized any Authorized Official, or their designee thereof, to take all actions necessary to execute any necessary financial advisory contract with SAMCO Capital Markets, Inc., as the financial advisor to the City (the *Financial Advisor*). The City understands that under applicable federal securities laws and regulations that the City must have a contractual arrangement with its Financial Advisor relating to the sale, issuance, and delivery of the Bonds.

SECTION 43. Effective Date. Pursuant to the provisions of Section 1201.028, as amended, Texas Government Code, this Ordinance shall be effective immediately upon adoption, notwithstanding any provision in the City's Home Rule Charter to the contrary concerning a multiple reading requirement for the adoption of ordinances.

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

PASSED, APPROVED AND ADOPTED on the 27<sup>th</sup> day of October, 2020.

CITY OF SCHERTZ, TEXAS

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Mayor

ATTEST:

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City Secretary

(CITY SEAL)

## INDEX TO SCHEDULE AND EXHIBITS

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## SCHEDULE I

### Refunded Obligations

1. City of Schertz, Texas General Obligation Bonds, Series 2011, dated March 1, 2011, in the original principal amount of \$8,250,000 stated to mature on February 1 in each of the years 2024 through 2030 and in the years 2023, 2032, 2034, and 2036, in the aggregate principal amount of \$6,050,000, to be redeemed on February 1, 2021 (*2011 Refunded Obligations*)
2. City of Schertz, Texas General Obligation Refunding Bonds, Series 2011A, dated December 1, 2011, in the original principal amount of \$6,745,000 stated to mature on February 1 in each of the years 2022 through 2024, in the aggregate principal amount of \$2,005,000, to be redeemed on February 1, 2021 (*2011A Refunded Obligations*)

**EXHIBIT A**

**Paying Agent/Registrar Agreement**

See Tab No. \_\_

**EXHIBIT B**  
**Official Bid Form**

See Tab No. \_\_

**EXHIBIT C**

**Escrow Deposit Letter**

See Tab No. \_\_

**EXHIBIT D**

**Notices of Redemption**

See Tab No. \_\_

## **EXHIBIT E**

### **Description of Annual Financial Information**

The following information is referred to in Section 38 of this Ordinance.

#### **Annual Financial Statements and Operating Data**

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

(1) The City's audited financial statements for the most recently concluded fiscal year or to the extent these audited financial statements are not available, the portions of the unaudited financial statements of the City attached to the Official Statement as Appendix B, but for the most recently concluded fiscal year.

(2) The information of the type included in Table 1 of the Official Statement and Tables 1 through 20 of Appendix A to the Official Statement.

#### **Accounting Principles**

The accounting principles referred to in such Section are generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time.

**EXHIBIT F**

**DTC Letter of Representations**

See Tab No. \_\_

## EXHIBIT G

### General Policies and Procedures Concerning Compliance with the Rule

I. Capitalized terms used in this Exhibit have the meanings ascribed thereto in Section 38 of the Ordinance. “Bonds” refer to the Bonds that are the subject of the Ordinance to which this Exhibit is attached.

II. As a capital markets participant, the City is aware of its continuing disclosure requirements and obligations existing under the Rule prior to February 27, 2019, the effective date of the most recent amendment to the Rule (the “Effective Date”), and has implemented and maintained internal policies, processes, and procedures to ensure compliance therewith. Adherence to these internal policies, processes, and procedures has enabled underwriters in non-exempt negotiated sales and initial purchasers in non-exempt competitive sales to comply with their obligations arising under various MSRB rules and regulations concerning due diligence and findings of suitability, among other matters, regarding the City’s compliance with the Rule.

III. The City is aware that the Rule was amended as of the Effective Date (the “Rule Amendment”) and has accommodated this amendment by adding paragraphs (15) and (16) to Section 38C of the Ordinance, which provisions are a part of the Undertaking.

IV. The City is aware that “participating underwriters” (as such term is defined in the Rule) of the Bonds must make inquiry and reasonably believe that the City is likely to comply with the Undertaking and that the standards for determining compliance have increased over time as a result of, among others, the United States Securities and Exchange Commission’s Municipalities Continuing Disclosure Cooperation Initiative and regulatory commentary relating to the effectiveness of the Rule Amendment.

V. The City now establishes the following general policies and procedures (the “Policies and Procedures”) for satisfying its obligations pursuant to the Undertaking, which policies and procedures have been developed based on the City’s informal policies, procedures, and processes utilized prior to the Effective Date for compliance with the City’s obligations under the Rule, the advice from and discussions with the City’s internal senior staff (including staff charged with administering the City’s financial affairs), its municipal or financial advisors, its legal counsel (including Bond Counsel), and its independent accountants, to the extent determined to be necessary or advisable (collectively, the “Compliance Team”):

1. the City Manager and the Director of Finance of the City (each, a “Compliance Officer”) shall be responsible for satisfying the City’s obligations pursuant to the Undertaking through adherence to these Policies and Procedures;
2. the Compliance Officer shall establish reminder or “tickler” systems to identify and timely report to the MSRB, in the format thereby prescribed from time to time, the City’s information of the type described in Section 38B of the Ordinance;
3. the Compliance Officer shall promptly determine the occurrence of any of the events described in Section 38C of the Ordinance;

4. the Compliance Officer shall work with external consultants of the City, as and to the extent necessary, to timely prepare and file with the MSRB the annual information of the City and notice of the occurrence of any of the events referenced in Clauses 2 and 3 above, respectively, the foregoing being required to satisfy the terms of the Undertaking;
5. the Compliance Officer shall establish a system for identifying and monitoring any Financial Obligations, whether now existing or hereafter entered into by the City, and (upon identification) determining if such Financial Obligation has the potential to materially impact the security or source of repayment of the Bonds;
6. upon identification of any Financial Obligation meeting the materiality standard identified in Clause 5 above, the Compliance Officer shall establish a process for identifying and monitoring any City agreement to covenants, events of default, remedies, priority rights, or other similar terms under such Financial Obligation;
7. the Compliance Officer shall establish a process for identifying the occurrence of any default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any Financial Obligation, the occurrence of any of which reflect financial difficulties of the City; and
8. the Compliance Officer shall annually review these Policies and Procedures with the remainder of the Compliance Team, make any modifications on an internal document retained by the Compliance Officer and available to any “participating underwriter” (as defined in the Rule), if requested, and on the basis of this annual review (to the extent determined to be necessary or desirable), seek additional training for herself or himself, as well as other members of the City’s internal staff identified by the Compliance Officer to assist with the City’s satisfaction of the terms and provisions of the Undertaking.

# RatingsDirect®

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## Summary:

# Schertz, Texas; General Obligation

### Primary Credit Analyst:

Amahad K Brown, Farmers Branch + 1 (214) 765 5876; amahad.brown@spglobal.com

### Secondary Contact:

Andy A Hobbs, Farmers Branch + 1 (972) 367 3345; Andy.Hobbs@spglobal.com

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## Summary:

# Schertz, Texas; General Obligation

### Credit Profile

US\$7.705 mil GO rfdg bnds ser 2020 dtd 11/15/2020 due 02/15/2036

*Long Term Rating*

AA+/Stable

New

### Rating Action

S&P Global Ratings assigned its 'AA+' long-term rating to Schertz, Texas' series 2020 general obligation (GO) refunding bonds. At the same time, S&P Global Ratings affirmed its 'AA+' long-term rating on the city's previously issued GO bonds and certificates of obligation. The outlook is stable.

Schertz's GO bonds and certificates of obligation constitute direct obligations of the city, payable from the proceeds of a continuing, direct annual ad valorem tax, within the limits prescribed by law, on all taxable property within its borders. The maximum allowable ad valorem tax rate in Texas is \$2.50 per \$100 of assessed value (AV) for all purposes, with the portion dedicated to debt service limited to \$1.50. The city's total tax rate is well below the maximum, at 51.21 cents, 16.50 cents of which is dedicated to debt service. Based on the application of our criteria, titled "Issue Credit Ratings Linked To U.S. Public Finance Obligors' Creditworthiness" (published Nov. 20, 2019), we view the limited-tax GO debt pledge on par with the city's general creditworthiness. The ad valorem taxes are not levied on a narrower or distinctly different tax base, and there are no limitations on the fungibility of resources available for the payment of debt service.

The certificates of obligation have a limited pledge of net revenues from the city's combined utility system--not to exceed \$1,000. Given the limited revenue pledge, we rate the certificates based on the city's ad valorem pledge.

The bonds will be used to refund a portion of the city's debt outstanding for debt service savings.

### Credit overview

Despite the headwinds posed by the COVID-19 pandemic, the immediate economic and financial impacts to Schertz have been minimal. Given relatively stable revenue performance for fiscal 2020, management expects to report better-than budgeted operating performance, reflected in a less-than-anticipated use of reserves to fund one-time capital projects. In particular, in 2020 the city reported double-digit sales tax growth, which has the potential to moderate over time. City officials have attributed the strong sales tax trends to a primarily essential-services driven sales tax base. Given the city's history of stable operating performance, framework of frequent budget monitoring, and significant available reserves, we do not expect material changes in the city's financial position over the near term, supporting the stable outlook.

The rating reflects our view of Schertz's:

- Very strong economy, with access to a broad and diverse metropolitan statistical area (MSA);

- Very strong management, with strong financial policies and practices under our Financial Management Assessment (FMA) methodology;
- Adequate budgetary performance, with operating results that we expect could deteriorate in the near term relative to fiscal 2019, which closed with operating surpluses in the general fund and at the total governmental fund level;
- Very strong budgetary flexibility, with an available fund balance in fiscal 2019 of 53% of operating expenditures;
- Very strong liquidity, with total government available cash at 2.1x total governmental fund expenditures and 11.4x governmental debt service, and access to external liquidity we consider strong;
- Weak debt and contingent liability profile, with debt service carrying charges at 18.3% of expenditures and net direct debt that is 139.1% of total governmental fund revenue, but rapid amortization, with 71.1% of debt scheduled to be retired in 10 years; and
- Strong institutional framework score.

### **Environmental, social, and governance factors**

Our rating and analysis incorporate our view regarding the health and safety risk posed by the COVID-19 pandemic, which we believe could pressure budgets in the short term. Overall, we consider the city's social risks in line with those of the sector. We also analyzed Schertz's environmental and governance risks relative to its credit factors, and we determined that both are in line with our view of the sector standard.

## **Stable Outlook**

### **Downside scenario**

We could lower the rating if Schertz's financial performance deteriorates, leading to sustained and significant drawdowns in reserves.

### **Upside scenario**

We could raise the rating if continued economic expansion results in improved wealth and income indicators, compared with those of higher-rated peers, or if the city's overall debt profile were to improve materially while strong financial performance is maintained.

## **Credit Opinion**

### **Very strong economy**

We consider Schertz's economy very strong. The city, with an estimated population of 41,130, is located in Bexar, Comal, and Guadalupe counties in the San Antonio-New Braunfels, TX MSA, which we consider broad and diverse. The city has projected per capita effective buying income of 112% of the national level and per capita market value of \$110,667. Overall, its market value grew by 5.3% over the past year to \$4.6 billion in 2021. The weighted-average unemployment rate of the counties was 2.9% in 2019.

Schertz is located approximately 22 miles northeast of San Antonio between Interstates 10 and 35. The city's location along major transportation corridors provides residents convenient access to various employment centers throughout

the San Antonio MSA. It also attracts key industries such as distribution and warehousing, which further expand the local employment base. Schertz's leading employers include the Schertz/Cibolo/Universal City Independent School District (1,837), Amazon (900), Sysco Central Texas (807), The Brandt Companies (476), and FedEx Ground (462).

Despite the difficulties posed by the COVID-19 pandemic, economic growth in Schertz remains steady, reflected in construction and development activity in residential, retail, and industrial. The development pipeline includes several residential subdivisions, commercial and office space construction, and a hotel. As a result of ongoing development, the tax base has grown robustly, averaging 6% per year in the past five years. We consider the local tax base diverse, with the 10 leading taxpayers accounting for only 13.5% of taxable assessed value.

Although the early returns are positive, we anticipate that growth trends could moderate in the short term, particularly if pandemic-related unemployment remains elevated and consumer spending wanes under weaker economic conditions. Unemployment in the San Antonio MSA peaked at 13% before improving to approximately 6.6% in August. However, 2020 sales tax receipts were more than 10% higher than in the prior year. For more information on S&P Global Economics' view on the recovering U.S. economy, see "The U.S. Economy Reboots, With Obstacles Ahead," published Sept. 24, 2020, on RatingsDirect.

### **Very strong management**

We view the city's management as very strong, with strong financial policies and practices under our FMA methodology, indicating financial practices are strong, well embedded, and likely sustainable.

Schertz city management analyzes five years of historical trends and consults with outside sources when developing the revenue and expenditure assumptions used in the annual budget process. Budget amendments can be made as needed, while budget-to-actual updates are shared with city council quarterly. Management uses a long-term financial plan, updated annually, which projects revenues and expenditures for five years. Formal capital improvement plans (CIP) are also maintained for roads and general capital needs, and are updated annually. While a new general CIP is generated every five years corresponding with the city's bond election cycle, the roadway plan spans 10 years, and provides comprehensive outlines of the city's street and thoroughfare-related projects. Schertz's formal debt management and investment policies comply with state statutes, and the council reviews quarterly investment reports on holdings. Furthermore, the formal reserve policy requires a minimum of 25% operating expenditures plus an additional 1% to be used to mitigate economic fluctuations.

### **Adequate budgetary performance**

Schertz's budgetary performance is adequate in our opinion. The city had operating surpluses of 6.8% of expenditures in the general fund and of 17.9% across all governmental funds in fiscal 2019. Our assessment accounts for the fact that we expect budgetary results could deteriorate somewhat from 2019 results in the near term.

Our forward-looking view of adequate budgetary performance incorporates the risk that near-term results could moderate from fiscal 2019 levels under the weaker revenue environment created by the COVID-19 pandemic, particularly given some exposure to economically sensitive revenues. Schertz's largest sources of revenue are property taxes (41%) and sales taxes (28%). However, given the city's strong budget monitoring framework and history of stable results, we anticipate that results under current conditions will remain at least breakeven.

The fiscal 2020 budget was balanced including a \$5 million reserve appropriation for one-time capital. Based on year-end estimates, management expects to report better-than-budgeted results primarily due to a combination of departmental expenditure savings and stable revenue performance, despite pandemic pressures. Sales taxes, for example, were 7% higher than budgeted. The estimated use of reserves for fiscal 2020 is approximately \$2 million. The fiscal 2021 budget is balanced.

Before fiscal 2020, the city recorded five consecutive years of positive general fund results, more than doubling its fund balance. Positive results have allowed it to build its reserve position to a level commensurate with growth in the overall budget while funding one-time projects with funds above established policy thresholds.

### **Very strong budgetary flexibility**

Schertz's budgetary flexibility is very strong, in our view, with an available fund balance in fiscal 2019 of 53% of operating expenditures, or \$14.8 million. We expect the available fund balance to remain above 30% of expenditures for the current and next fiscal years, which we view as a positive credit factor.

Schertz has historically maintained very strong reserve levels, exceeding 40% operating expenditures in each of the past four fiscal years and providing substantial flexibility above its formal policy threshold of 26%. And while management indicates that fund balance may be used to cash finance future capital projects in an attempt to bring reserves close to the formal policy level, no plans exist to materially draw below that level. Therefore, we expect budgetary flexibility will remain very strong in the near term.

### **Very strong liquidity**

In our opinion, Schertz's liquidity is very strong, with total government available cash at 2.1x total governmental fund expenditures and 11.4x governmental debt service in 2019. In our view, the city has strong access to external liquidity if necessary.

Schertz's strong access to external liquidity is demonstrated by its numerous GO-backed bond issuances in the past two decades. It has historically maintained what we consider very strong cash balances, and given budgetary performance trends, we do not believe its cash position will materially weaken in the near term. All of the city's investments comply with both Texas statutes and its own formal policy. As of August 2020, investments were held in certificates of deposit, bank deposits, and local government investment pools--none of which we consider aggressive.

We understand that the city has six series of debt that have been privately placed, with principal outstanding of \$11.5 million (15% of total direct debt). However, the obligations do not contain any provisions, such as acceleration or non-standard events of default, that we view as a potential liquidity risk.

### **Weak debt and contingent liability profile**

In our view, Schertz's debt and contingent liability profile is weak. Total governmental fund debt service is 18.3% of total governmental fund expenditures, and net direct debt is 139.1% of total governmental fund revenue.

Approximately 71.1% of the direct debt is scheduled to be repaid within 10 years, which is in our view a positive credit factor.

Schertz does not have any swaps or variable-rate debt. Its direct debt burden consists of \$75.2 million of tax-backed debt including GO bonds, tax-notes, and certificates of obligation. Our ratios have been adjusted to reflect the portion

of tax-backed debt supported by the city's water and sewer fund. Following the issuance of the series 2020 bonds, the city plans to issue an additional \$11.4 million in debt to support roadway improvements. Should the additional debt issuance push the 10-year debt amortization below 65%, our view of the debt profile could weaken. Currently, debt amortization is rapid, in our opinion, at 71%.

### Pension and other postemployment benefits obligations

We do not view pension and other postemployment benefits (OPEB) liabilities as an immediate credit risk for the city. Despite a somewhat extended amortization, the city's pension plan is adequately funded, and annual OPEB costs remain manageable. As a result, we do not expect a material increase in pension and OPEB contributions that could threaten the city's fiscal stability. Schertz's combined required pension and actual OPEB contributions totaled 8.8% of total governmental fund expenditures in 2019.

The city participates in the following plans as of Dec. 31, 2018 (latest measurement date):

- Texas Municipal Retirement System (TMRS), 72.65% funded with a net pension liability equal to \$19.7 million. Contributions are actuarially determined, and the city has recently paid more than the annual required costs. Actuarial assumptions include a 6.75% discount rate and 27-year closed amortization period. Contributions to the plan for the 2018 measurement year fell short of both our static funding and minimum funding progress metrics, reflecting a lack of progress in paying down the long-term liability.
- Supplemental Death Benefits Fund (SDBF), which provides group-term life insurance benefits to active and retired members of the TMRS pension plan. The plan is funded on a pay-as-you-go basis, and the city's total OPEB liability for SDBF was \$710,387. In 2019, benefit payments were \$3,779.
- Single-employer defined benefit health care plan, which offers an implicit rate subsidy to retirees until they achieve Medicare eligibility. The total OPEB liability for retiree health care was \$2 million, while benefit payments were \$57,530 in 2019.

### Strong institutional framework

The institutional framework score for Texas municipalities is strong.

## Related Research

- Through The ESG Lens 2.0: A Deeper Dive Into U.S. Public Finance Credit Factors, April 28, 2020
- Criteria Guidance: Assessing U.S. Public Finance Pension And Other Postemployment Obligations For GO Debt, Local Government GO Ratings, And State Ratings, Oct. 7, 2019
- Alternative Financing: Disclosure Is Critical To Credit Analysis In Public Finance, Feb. 18, 2014
- S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013

### Ratings Detail (As Of October 20, 2020)

Schertz comb tax and ltd pledge rev certs of oblig

Long Term Rating

AA+/Stable

Affirmed

**Ratings Detail (As Of October 20, 2020) (cont.)**

Schertz comb tax and ltd pledge rev certs of oblig (Taxable)		
<i>Long Term Rating</i>	AA+/Stable	Affirmed
Schertz GO		
<i>Long Term Rating</i>	AA+/Stable	Affirmed
Schertz GO and rfdg bnds		
<i>Long Term Rating</i>	AA+/Stable	Affirmed

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at [www.standardandpoors.com](http://www.standardandpoors.com) for further information. Complete ratings information is available to subscribers of RatingsDirect at [www.capitaliq.com](http://www.capitaliq.com). All ratings affected by this rating action can be found on S&P Global Ratings' public website at [www.standardandpoors.com](http://www.standardandpoors.com). Use the Ratings search box located in the left column.

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**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** October 27, 2020  
**Department:** Executive Team  
**Subject:** Resolution No. 20-R-83 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz authorizing an Interlocal Agreement with the City of San Antonio for the release and acceptance of extraterritorial jurisdiction (ETJ). (M. Browne/B. James)

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**BACKGROUND**

The City of Schertz was approached by the owner of property in the City of Schertz, generally in the vicinity of Lookout Road and Doerr Lane, about requesting the release of 141 acres of adjacent property they own, that is in the City of San Antonio's extraterritorial jurisdiction (ETJ). The property in question has very limited access as it is bounded by railroad tracks on the north and south sides as well as the Cibolo Creek to the west. It is at the end of Tejas Way, a City of Schertz public street that connects to Doerr Lane. As future development may cross the boundary between City of Schertz and City of San Antonio ETJ, the owner felt the entire property being in the City of Schertz would make development easier.

Given the challenges in annexing land in Texas, without the property owner's consent, City of Schertz staff had concerns of how the property might develop without zoning controls. Additionally, given that primary access will be through the City of Schertz, staff had concerns about the impact of development on our community that does not have to abide by the City's development regulations. With a commitment from the property owner to request voluntary annexation to the City of Schertz, if the City of San Antonio agreed to release the property from the City of San Antonio, City of Schertz staff approached City of San Antonio staff.

Staff from both communities have been in discussions for some time about the mutual benefits of an Interlocal Agreement (ILA) to provide for the release of the property from San Antonio's ETJ so that it can be annexed by Schertz. Discussions were delayed by the COVID pandemic, but staff of both cities have reached agreement for terms of an ILA that are mutually beneficial and really serves as a model of how communities can work together for the good of everyone. Having a similar ILA from 2010, which allowed the City of Schertz to annex a large portion of what is now southern Schertz provided an example of benefits to both communities from these types of agreements. Working together in the areas of public safety and land use planning around JBSA Randolph to support the mission of the base, seems to set a tone for what the citizens of both communities expect.

The agreement provides that Schertz will seek to annex the land in a timely manner upon release from San Antonio's ETJ. San Antonio City Council is expected to consider the ILA in early December. Staff has already begun mapping out the notice and public hearing process to accomplish the annexation in late February or early March of 2021. Schertz agrees to zone the property in conformance with its Comprehensive Plan - this would be an extension of the land use designations of "Industrial" and "Industrial, Technology and R and D" which generally support zoning to the M-1 or M-2 districts.

The City of Schertz agrees to remit to the City of San Antonio 50% of sales, use, ad valorem taxes and franchise fees for the transferred property for a period of 30 years after annexation. Certainly both

cities are focused on providing high levels of services to their residents and businesses. Accordingly, both cities plan for growth and development with that in mind, understanding the role a city's tax base plays in being able to do this. In this case, the property has significant potential to develop with commercial and industrial uses and bring tax revenue to a City - if the land is annexed into a City - which would be of positive benefit. If the property remains in the ETJ, no city taxes would be collected - sales or property. But annexation is not always possible or easy under State law without property owner support. As it stands now, the property is in neither the City of Schertz nor the City of San Antonio. As it is in the City of San Antonio's ETJ, Schertz is not able to annex it. Additionally, there is a cost to provide services - to send fire, EMS, and police to respond to emergencies or have a presence. As Schertz understands, from having such an unusually shaped city - a backward Z - lack of easy access to all parts of a city creates challenges and costs. Something San Antonio would likely experience in this case.

By agreeing to share the revenues for 30 years, both cities benefit instead of both cities losing out.

### **GOAL**

Provide for the annexation of property at the request of the property owner that is presently in the ETJ of the City of Schertz in order to provide for the orderly development of the property in a way that is compatible with the adjacent land uses and in conformance with the City of Schertz Comprehensive Plan.

### **COMMUNITY BENEFIT**

Provides for the continued orderly development of the area around Schertz and San Antonio that supports compatible development.

### **SUMMARY OF RECOMMENDED ACTION**

Approval of the resolution to authorize the City Manager to enter into an ILA with the City of San Antonio providing for the release and acceptance of ETJ generally as per the terms of the attached ILA. Staff is waiting to hear if the City of San Antonio has any revisions to the draft agreement. Minor changes can be approved by the City Manager and City Attorney, but substantive changes would require approval by City Council.

### **FISCAL IMPACT**

The agreement provides that the City Annex the property - which requires the City to provide services such as Fire and Police service as well as maintenance of public infrastructure. Per the agreement the City would pay half of the fees and taxes collected by the City, as outlined in the agreement to San Antonio for a period of 30 years. After 30 years the City would retain all the taxes and fees paid to the City. As it stands presently, with the property in the ETJ, the City of Schertz would not receive any tax benefits from the property.

### **RECOMMENDATION**

Approval of Resolution 20-R-83.

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### **Attachments**

Res 20 R 83 COSA ETJ Release  
COSA ILA ETJ Release

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**RESOLUTION NO. 20-R-83**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE CITY OF SAN ANTONIO FOR THE RELEASE AND ACCEPTANCE OF EXTRATERRITORIAL JURISDICTION (ETJ), AND RELATED MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the owner of approximately 90 acres of land the City of Schertz requested the City seek to work with the City of San Antonio to release an additional 141 acres of adjacent land, so that in can be annexed into the City of Schertz; and

**WHEREAS**, access to the property is difficult to provide through the City of San Antonio, but is directly adjacent to Tejas Way a public street in the City of Schertz; and

**WHEREAS**, with the support of the property owner, the City of Schertz has the ability to annex the property and thus impose zoning regulation to ensure the orderly and compatible development of the property;

**WHEREAS**, the City of Schertz has the ability to provide necessary services including police and fire protection to the property; and

**WHEREAS**, the City of Schertz and the City of San Antonio have previously agreed to the adjustment of ETJ boundaries to the benefit of both communities;

**WHEREAS**, the City Council of the City of Schertz has determined it is in the best interest of the City to enter into an agreement with the City of San Antonio pursuant to the Extraterritorial Jurisdiction Agreement attached hereto as Exhibit A (the “ETJ Agreement”) regarding the release by San Antonio of certain land to the extraterritorial jurisdiction of the City.

**NOW THEREFORE, BE IT RESOLVED**, THAT 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 ETJ Agreement with the City of San Antonio in substantially the form set forth in Exhibit “A”.

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

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

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

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

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

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

PASSED AND ADOPTED, this 27<sup>th</sup> day of October, 2020.

CITY OF SCHERTZ, TEXAS

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Ralph Gutierrez, Mayor

ATTEST:

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Brenda Dennis, City Secretary

(CITY SEAL)

## **Exhibit A**

## CITY OF SAN ANTONIO - CITY OF SCHERTZ

### EXTRATERRITORIAL JURISDICTION AGREEMENT

This Extraterritorial Jurisdiction Agreement is effective on the date set forth in Article V hereof (this "Agreement") and is entered into by and between the City of San Antonio, a Texas municipal corporation ("San Antonio"), acting by and through its City Manager pursuant to Ordinance No. \_\_\_\_\_, and the City of Schertz, a Texas municipal corporation ("Schertz"), acting by and through its City Manager pursuant to Resolution No. 20-R-83.

#### WITNESSETH:

WHEREAS, Schertz has requested that San Antonio release from its extraterritorial jurisdiction an area of approximately 141.5 acres (the Transferred Property described below) so that it may incorporate such area into the extraterritorial jurisdiction of Schertz; and

WHEREAS, incorporation of this area into the extraterritorial jurisdiction of Schertz would allow Schertz to annex the Transferred Property; and

WHEREAS, both municipalities are desirous of entering into this Agreement to permit this arrangement;

#### THE PARTIES AGREE AS FOLLOWS:

##### I. General Terms and Conditions

- A. San Antonio releases from its extraterritorial jurisdiction and relinquishes control over an area containing approximately 141.5 acres of land located generally north of Lookout Road, generally south of FM 2252, generally east of Evans Road and generally west of Doerr Lane and more particularly described by metes and bounds and the map attached hereto as **Exhibit A** and incorporated herein for all purposes ("Transferred Property"). San Antonio shall take such further and additional action as Schertz may reasonably request to evidence the release of the Transferred Property from its extraterritorial jurisdiction.
- B. Schertz will promptly incorporate the Transferred Property into its extraterritorial jurisdiction.
- C. Upon bringing the Transferred Property into its extraterritorial jurisdiction, Schertz agrees that it will do the following:
  1. Extend a land use plan to the Transferred Property compatible with the adjacent land in the City of Schertz, as per the City of Schertz Future Land Use Plan, a copy of which is attached hereto as **Exhibit B** and incorporated herein for all purposes, allowing for Industrial and Industrial, Technology and R and D;

2. Prohibit new billboards from being erected on the Transferred Property except in accordance with the City's Unified Development Code (the "Schertz's UDC");
  3. Extend Schertz's subdivision regulations to the Transferred Property in accordance with the Schertz UDC;
  4. Extend Schertz's tree ordinance to the Transferred Property, which must protect existing significant and heritage trees, in accordance with Schertz's UDC;
  5. Extend Schertz's landscape ordinance to the Transferred Property, which must require planting of additional trees in new commercial and residential developments, in accordance with Schertz's UDC;
  6. Initiate annexation proceedings as to the Transferred Property within 3 months of the effective date of this agreement and prosecute such proceedings diligently to conclusion;
  7. Provide services and regulations to the Transferred Property as required by Chapter 43 of the Texas Local Government Code; and
  8. The City of Schertz will remit to the City of San Antonio 50% of sales, use, ad valorem taxes, and franchise fees collected by the City of Schertz for the Transferred Property beginning upon the first effective date of annexation by the City of Schertz for a period of 30 years.
  9. The City of Schertz will reimburse the City of San Antonio for the land recording of this agreement in the Real Property records of the Comal County Clerk's Office.
- D. The Transferred Property shall revert back to San Antonio's extraterritorial jurisdiction automatically, without action by either party, if Schertz fails to conclude the annexation proceedings by December 31, 2021 the City of San Antonio has the right to re-enter the Transferred Property, taking it back into San Antonio's extraterritorial jurisdiction by filing a written declaration of re-entry in the Official Records of Real Property of Comal County, Texas.
- E. Schertz shall file for record a copy of this Agreement for each tract of land within the Transferred Property affected by this Agreement in the Real Property Records of Comal County, Texas.

## II. Severability

- A. If for any reason, any one or more paragraphs of this Agreement is held invalid, such determination shall not affect, impair, or invalidate the remaining paragraphs of this Agreement but shall be confined in its operation to the specific sections, sentences, clauses, or parts of this Agreement held invalid, and invalidity of any

section, sentence, clause, or parts shall not affect, impair, or prejudice in any way the validity of the remainder of this Agreement in any instance.

B. This Agreement and the exhibits to this Agreement supersede any and all other prior or contemporaneous agreements, oral or written, among the parties with respect to the matters addressed in this Agreement.

III. Applicable Law

This Agreement shall be construed in accordance with the laws of the State of Texas.

IV. Notices

Any notice, request, demand, report, certificate, or other instrument which may be required or permitted to be furnished to or served upon the parties shall be deemed sufficiently given or furnished or served if in writing and deposited in the United States mail, registered or certified, return receipt required, addressed to such party at the address set forth below or such other address as may be hereafter designated by either party by written notice to the other party.

<b>IF TO THE CITY OF SAN ANTONIO:</b>	
---------------------------------------	--

<b>City of San Antonio          Planning and Development Services          Department</b> Attn: Director 1901 S. Alamo, 2 <sup>nd</sup> Floor San Antonio, Texas 78204	
With a copy to:	

**City of San Antonio  
 Office of the City Attorney**  
 Attn: City Attorney  
 City Hall, 3<sup>rd</sup> Floor  
 P.O. Box 839966  
 San Antonio, Texas 78283-3966

**Office of the City Clerk**  
 Attn: City Clerk  
 City Hall, 2<sup>nd</sup> Floor  
 P.O. Box 839966  
 San Antonio, Texas 78283-3966

**IF TO THE CITY OF SCHERTZ:**

**City of Schertz**  
 1400 Schertz Parkway  
 Schertz, Texas 78154  
 Attn: City Manager

With a copy to:

**Denton Navarro Rocha Bernal & Zech**  
 Attn: Dan Santee  
 2517 North Main Avenue,  
 San Antonio, Texas 78212

V. Effective Date

This Agreement is effective on the effective date of the later of the Ordinance of the City of San Antonio and the Resolution of the City of Schertz authorizing this Agreement, in each case as indicated by the date following the signature of each City Manager below.

*[Remainder of page intentionally left blank.]*

IN WITNESS OF WHICH this Agreement has been executed in triplicate.

CITY OF SCHERTZ

By: \_\_\_\_\_

Title: City Manager

Date: \_\_\_\_\_

STATE OF TEXAS §

§

COUNTY OF GUADALUPE §

This instrument was acknowledged before me on October \_\_, 2020, by Mark Browne, City Manager of the City of Schertz, a Texas municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission expires: \_\_\_\_\_

CITY OF SAN ANTONIO

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TEXAS                    §  
  §  
COUNTY OF BEXAR               §

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_, City Manager of the City of San Antonio, a Texas municipal corporation, on behalf of said corporation.

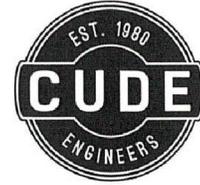
\_\_\_\_\_  
Notary Public, State of Texas

My Commission expires: \_\_\_\_\_

**EXHIBIT A**

**Transferred Property**

See attached



**LEGAL DESCRIPTION  
141.494 ACRES OF LAND**

141.494 acres of land located in the Vincente Micheli Survey Number 114, Abstract Number 383, Comal County, Texas and being a portion of that certain 142.096 acres of land conveyed to Schertz 312, LLC, as described in Document Number 201806024987, Official Public Records of Comal County, Texas; said 141.494 acres being more particularly described as follows:

**BEGINNING**, at a found ½ inch iron rod located in the northwesterly right of way line of the Union Pacific Railroad and marking the most easterly corner of the said 142.096 acres;

**THENCE**, South 61deg 54' 35" West, along the northwesterly right of way line of the Union Pacific Railroad, a distance of 2,601.87 feet, to a found ½ inch iron rod with "CUDE" cap marking the most southerly corner of the said 142.096 acres;

**THENCE**, North 30deg 20' 49" West, leaving the northwesterly right of way line of the Union Pacific Railroad and along the southwesterly line of the said 142.096 acres, a distance of 1843.02 feet, to a found ½ inch iron rod with "CUDE" cap marking the most westerly corner of the said 142.096 acres;

**THENCE**, North 59deg 35' 59" East, along a northwesterly line of the said 142.096 acres, a distance of 1,074.50 feet, to a found ½ inch iron rod with "CUDE" cap marking an interior corner of the said 142.096 acres;

**THENCE**, North 29deg 38' 06" West, along the southwesterly line of the said 142.096 acres, a distance of 817.74 feet, to a found ½ inch iron rod with "CUDE" cap located in the southeasterly right of way line of the Missouri Pacific Railroad and marking the most northerly westerly corner of the said 142.096 acres;

**THENCE**, North 60deg 06' 45" East, along the southeasterly right of way line of the said Missouri Pacific Railroad, a distance of 1,514.91 feet, to a point located in the current city limit line of the City of Schertz, Texas;

**THENCE**, along the northeasterly line of the said 142.096 acres, same being the current city limit line of the City of Schertz, Texas, the following courses:

- South 30deg 28' 21" East, a distance of 1,132.16 feet, to a found ½ inch iron rod;
- South 30deg 16' 16" East, a distance of 1,619.85 feet, to the **POINT OF BEGINNING** and containing 141.494 acres of land, more or less.

Basis of bearings is the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83 (93).

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

*James W. Russell 7/23/20*

James W. Russell  
Registered Professional Land Surveyor No. 4230  
Cude Engineers  
4122 Pond Hill Road, Suite 101  
San Antonio, Texas 78231  
TBPELS Firm No. 10048500  
TBPE Firm No. 455  
Job No. 03227-007

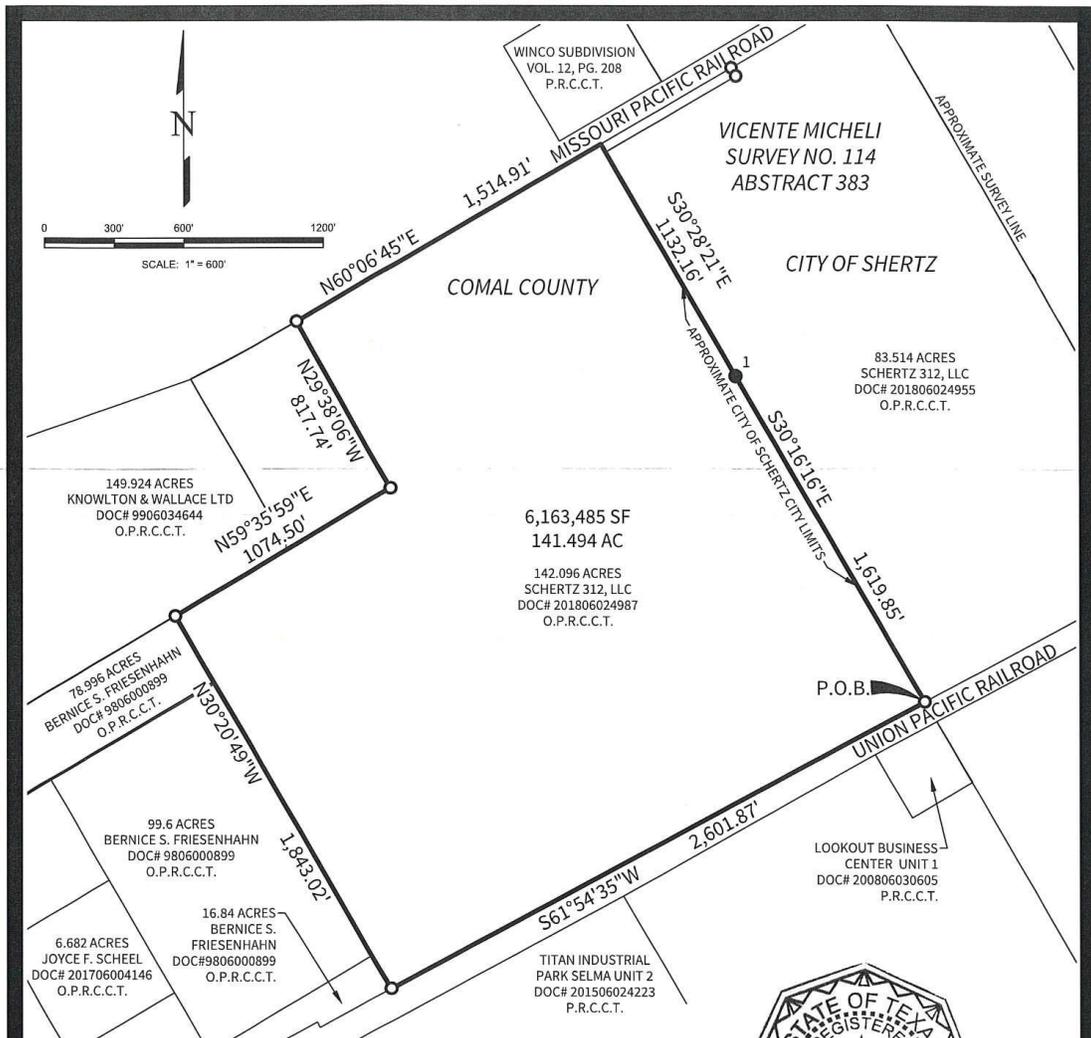


**CUDE ENGINEERS**  
SAN ANTONIO | AUSTIN

4122 POND HILL ROAD, STE 101  
SAN ANTONIO, TEXAS 78231

PHONE: (210) 681-2951  
CUDEENGINEERS.COM

TBPE NO. 455  
TBPLS NO. 10048500



**LEGEND**

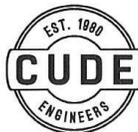
- P.R.C.C.T. = PLAT RECORDS, COMAL COUNTY, TEXAS
- D.R.C.C.T. = DEED RECORDS, COMAL COUNTY, TEXAS
- O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS
- P.O.B. = POINT OF BEGINNING
- = 1/2" IRON ROD FOUND WITH "CUDE" CAP
- = 1/2" IRON ROD FOUND

**NOTES:**

1. BASIS OF BEARINGS: TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 (93).



*James W. Russell*  
9/23/20



CUDE ENGINEERS  
4122 POND HILL RD. • SUITE 101  
SAN ANTONIO, TEXAS 78231  
TEL 210.681.2951 • FAX 210.523.7112  
WWW.CUDEENGINEERS.COM  
TBPE FIRM #455  
TBPLS FIRM #10048500

**EXHIBIT OF**

141.494 ACRES OF LAND LOCATED IN THE VICENTE MICHELI SURVEY NUMBER 114, ABSTRACT NUMBER 383, COMAL COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 142.096 ACRES OF LAND CONVEYED TO SCHERTZ 312, LLC, AS DESCRIBED IN DOCUMENT NUMBER 201806024987, OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS.

DATE: SEPTEMBER 23, 2020

JOB NO.: 03227.001

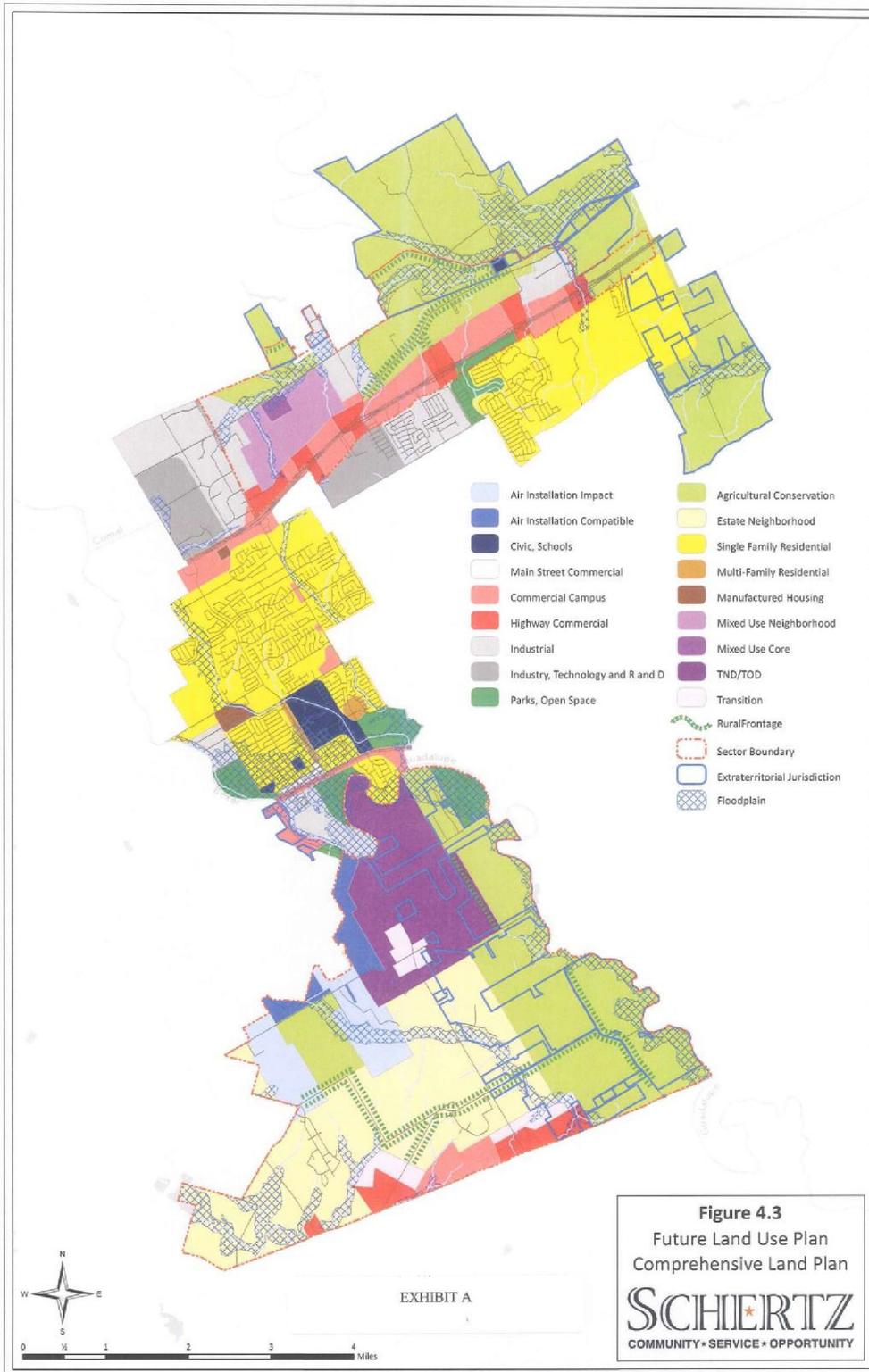
P:\03227\001\0-Survey\Drawings\SV\_03227\_001\_142.096 EXHIBIT.dwg 2020/09/23 4:08pm bblack

REPRODUCTION OF THE ORIGINAL SIGNED AND SEALED PLAN AND/OR ELECTRONIC MEDIA MAY HAVE BEEN INADVERTENTLY ALTERED. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE SCALE OF THE DOCUMENT AND CONTACTING CUDE ENGINEERS TO VERIFY DISCREPANCIES PRIOR TO CONSTRUCTION.

**EXHIBIT B**

**Schertz Future Land Use Plan**

See attached



## CITY COUNCIL MEMORANDUM

**City Council Meeting:** October 27, 2020

**Department:** Planning & Community Development

**Subject:** Ordinance No. 20-S-33 - Conduct a public hearing and consideration and/or action upon a request to rezone approximately 204 acres of land from General Business District (GB) and Manufacturing Light District (M-1) to Planned Development District (PDD), located southwest of Graytown Road, stretching between Interstate Highway 10 and Boenig Drive, City of Schertz, Bexar County, Texas, also known as Bexar County Property Identification Numbers 619201 and 619202.  
*First Reading (B. James/L. Wood/N. Kopyay)*

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**BACKGROUND**

This application is proposing to zone change approximately 204 acres of land from General Business District (GB) and Manufacturing Light (M-1) to Planned Development District (PDD). Under the proposed Graytown PDD Development Standards the base zoning for the subject property will be Single-Family Residential/Agricultural District (R-A), and the standards were modeled after the Estate Neighborhood Planned Development District (ENPDD) paradigm outlined in UDC Section 21.5.13.

The ENPDD outlined in UDC Section 21.5.13 is intended to provide an alternative development option that supports the sustainable development goals of Schertz, protects open space and natural resources, and retains the predominantly rural character in Southern Schertz. The ENPDD can be utilized in areas that would otherwise be zoned Single-Family Residential/Agricultural (R-A) and are identified in the South Schertz Sector Plan under the Estate Neighborhood future land use designation. The ENPDD model maintains the proportional density of the R-A zoning district (0.5 acres per lot, or 2 dwelling units per acre) by allowing development that balances open space preservation with development opportunities by providing a more flexible residential cluster option. The allowance of residential clustering results in an overall density commensurate to individual lots zoned R-A, while promoting the preservation of large open space areas and the reduction of impervious coverage.

The proposed Graytown PDD follows the ENPDD model development standards with one modification to the minimum open space requirement; the maximum overall residential density in the proposed Graytown PDD shall remain 2 dwelling units per acre (1.47 dwelling units per acre shown on the Conceptual Master Plan), whereas the minimum open space requirement is proposed to be reduced from 50% to 41%. The reason for this reduction in the open space requirement is to allow for larger lots throughout the Graytown subdivision. The PDD Development Standards propose two separate lot categories: SF80 and SF100. The SF80 lot category shall consist of lots with a minimum area of 10,400 sf (80' width x 130' depth), and the SF100 lot category shall consist of lots with a minimum area of 13,000 sf (100' width x 130' depth). Please see the below table for reference. The overall Graytown subdivision must also consist of at least 50% SF100 lots, which ensures that the average lot size within the overall development is 11,700 sf (90' width x 130' depth) at an absolute minimum. Reducing the minimum open space requirement on-site from 50% to 41%, without compromising the traditional maximum overall residential density of 2 dwelling units per acre, allows for the development of larger lots while maintaining the natural open spaces that are characteristic of large areas in Southern Schertz.

### Lot Dimensional Requirements

Lot Category	Land Use Classification	Min. Area (sf)	Min. Width (ft)	Min. Depth (ft)
SF 80	Single-Family Residential	10,400	80	130
SF 100	Single-Family Residential	13,000	100	130

Of the 41% required open space, which equates to approximately 84.5 acres of land, a maximum of 10% shall be designated for active recreation uses, preserving the rest of the open space in its natural condition. This requirement remains unchanged from the sample ENPDD development standards listed in the UDC. Approximately 43.5 acres of the designated open space will be dedicated as public park, with approximately 10.5 acres outside the 100-year floodplain and 33 acres within the floodplain. The developers of Graytown are proposing to improve the public park to allow for both passive and active recreational uses, including a playscape/playground, pavilion, parking lot, restrooms, a baseball field back-stop, and a pedestrian pathway. The open space inside the 100-year floodplain will also include the preservation of two ponds that are unique to the area, and will leave room for a future walking trail to be developed around the entirety of the dedicated public park. Please see the proposed Overall Open Space and Park Plan for reference. The Parks and Recreation Advisory Board met on August 24, 2020 and accepted the public park proposed with the Graytown subdivision. The remaining approximately 41 acres of open space is dispersed throughout the rest of the subdivision, primarily in order to connect homes to the public park through open space corridors, preserve drainage channels, and buffer the single-family residential homes from the thoroughfares.

The additional changes to the UDC proposed in the Graytown PDD Development Standards are regarding the maximum height and maximum number of subdivision entry signs, and the maximum number and permitted duration of development signs. Please see the below table for the proposed changes to UDC Sec. 21.11.15 and Sec. 21.11.18, and to see the proposed regulations compare to the current ones.

### Proposed Sign Regulations

UDC Section	Current Regulation	Proposed Regulation
Sec. 21.11.15.B Subdivision Entry Signs - Max Height	6' height	6' height, unless incorporated into required masonry wall, in that case 8' height
Sec. 21.11.15.B Subdivision Entry Signs - Max Number	1 sign at primary entrance, 1 sign per secondary entrance w/ 75% max area	1 sign per entrance (3) on Graytown Rd, 2 signs allowed if incorporated into required masonry wall
Sec. 21.11.18.C Development Signs - Max Number	1 sign per entry, not to exceed 2 total signs	1 sign per entry, not to exceed 4 total signs
Sec. 21.11.18.D Development Signs - Max Duration	Installed after final plat approval; must be removed after a max of 3 years	Installed after final plat approval; must be removed after a max of 10 years following recordation of first plat

**Comprehensive Plan Goals and Objectives:** The Comprehensive Plan, through the South Schertz Sector Plan, identifies the subject properties as Estate Neighborhood. The Estate Neighborhood future land use designation is intended to address residential development patterns in Southern Schertz by requiring a minimum lot size of 0.5 acres. This leaves two potential options for redevelopment in the Estate Neighborhood designated areas: R-A zoning with mandated minimum 0.5 acres per lot, or the ENPDD zoning alternate development option that mandates an equivalent overall density to the R-A

zoning district, while also allowing for residential clustering to preserve larger open spaces and reduce infrastructure costs. The proposed zone change to PDD closely mirrors the ENPDD model in UDC Sec. 21.5.13 with a small reduction to the minimum open space requirements in order to develop larger lots, which have been prioritized by the Planning and Zoning Commission and City Council in past discussions regarding PDD residential subdivisions. The proposed zone change meets the goals and objectives of the Estate Neighborhood future land use designation, and is therefore in conformance with the Comprehensive Land Use Plan.

**Impact to Infrastructure:** The proposed zone change should have a minor impact on the existing planned public water and wastewater systems. Potential improvements to existing public roadways will be identified through the Traffic Impact Analysis Study during the Master Development Plan process. Right-of-way dedication along the on-site roadways identified on the Master Thoroughfare Plan, i.e. Graytown Road, Boenig Drive, and Scenic Lake Drive, will be required if necessary to meet the property owner's obligation of the ultimate thoroughfare section. The development of the subject properties will also require the partial dedication and construction of Binz-Engleman Road, which is identified on the Schertz Master Thoroughfare Plan as a Secondary Rural Arterial with a 90' Right-of-way section.

**Impact to Public Facilities/Services:** The proposed rezoning request should have a minimal impact on public services, such as schools, fire, police, parks and sanitation services.

**Compatibility with Existing and Potential Adjacent Land Uses:** The subject property is currently surrounded by agriculture/undeveloped land and single-family residential land. The proposed zone change to PDD with R-A as the base zoning district is compatible with the existing and potential adjacent land uses.

**Planning and Zoning Commission Recommendation:** Thirty-one (31) public hearing notices were mailed to surrounding property owners on August 28, 2020, and a public hearing notice was published in the "San Antonio Express" on October 7, 2020. At the time of this staff report, staff has received two (2) responses in favor of the proposed zone change and two (2) responses opposed to the proposed zone change. The Planning and Zoning Commission met on September 9, 2020 and made a recommendation to City Council to approve the proposed zone change by a 4-3 vote. The Commissioners spoke at length regarding the proposed lot size distribution in the Graytown subdivision, the potential drainage facilities serving the proposed subdivision, the wastewater facilities serving the proposed subdivision, as well as the differences between the development standards proposed as part of the Graytown PDD and the sample development standards for an Estate Neighborhood PDD listed in UDC Sec. 21.5.13. The following Commissioners were opposed to the proposed zone change for the described reasons:

- Commissioner Braud is opposed to the proposed zone change because of the difference in the minimum open space requirements in the Graytown PDD and the ENPDD example from UDC Sec. 21.5.13: the Graytown PDD is proposing a 41% minimum open space requirement and the ENPDD example lists a 50% minimum open space requirement.
- Commissioner Greenwald is opposed to the proposed zone change because the proposed Graytown PDD, which has a single-family residential base zoning district, abuts Interstate Highway 10, albeit the section adjacent to the highway is demarcated as part of the required open space. He also had drainage concerns for the proposed subdivision.
- Commissioner Evans is opposed to the proposed zone change because of the proposed sign regulations, and "loose ends" that were not resolved during the zone change presentation and discussion.

The following project representatives were in attendance and spoke at the Planning and Zoning Commission public hearing:

- David Rittenhouse, Bitterblue, Inc., Developer
- Brooke Lindholm, Pape-Dawson Engineers, Project Engineer

## **GOAL**

The project goal is to rezone approximately 204 acres of land from General Business District (GB) and Manufacturing Light District (M-1) to Planned Development District (PDD) located southwest of Graytown Road, stretching between Interstate Highway 10 and Boenig Drive. The Graytown PDD will consist of single-family residences and public parkland.

## **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**

The proposed zone change to PDD would rezone the property into conformance with the Estate Neighborhood future land use designation in the South Schertz Sector Plan. The proposed PDD will closely follow the ENPDD zoning model outlined in Schertz UDC Sec. 21.5.13, which is an alternative development option for properties designated as Estate Neighborhood. The ENPDD development option mandates an equivalent overall density to the R-A zoning district and a minimum open space requirement. The ENPDD model can be advantageous in Southern Schertz by allowing the developer to cluster the residential development; the clustered single-family residential homes allows for a greater preservation of large open spaces in their natural condition, as well as a reduction of infrastructure costs. The Graytown subdivision is proposing a minor reduction to the open space requirements displayed in the sample development standards in UDC Sec. 21.5.13 from 50% to 41% in order to develop larger lots with an overall average lot size of 11,700 sf at an absolute minimum. The larger lots have long been considered a desirable element for residential subdivisions in the City of Schertz by our Planning and Zoning Commission and City Council, and the 9% reduction in open space preservation will allow for the development of larger lots without compromising the Estate-Neighborhood-preferred maximum overall residential density of 2 dwelling units per acre.

Of the 41% required open space preservation, approximately 43.5 acres of the designated open space will be dedicated as public park, with approximately 10.5 acres outside the 100-year floodplain and 33 acres within the floodplain. The proposed Park Plan outlines public park improvements to allow for both passive and active recreational uses, including a playscape/playground, pavilion, parking lot, restrooms, a baseball field back-stop, and a pedestrian pathway. The open space inside the 100-year floodplain will also include the preservation of two ponds that are unique to the area, and will leave space for a future walking trail to be constructed around the dedicated public park.

The proposed zone change to PDD under a modified version of the ENPDD model meets the goals and objectives of the Estate Neighborhood future land use designation in the South Schertz Sector Plan. Along with the Schertz Parks and Recreation Advisory Board, Staff also believes the dedication and improvement of the public parkland proposed with Graytown will be a welcome addition to the Parks and Recreation Master Plan. The proposed zone change will also have a minimal impact on the existing and potential adjacent land uses, and will allow for the dedication and construction of necessary public infrastructure to support growth in Southern Schertz. Therefore, Staff, in conjunction with the Planning and Zoning Commission, recommends approval of the proposed zone change as submitted.

## **FISCAL IMPACT**

None

## **RECOMMENDATION**

Staff recommends approval of the proposed zone change to Planned Development District (PDD).

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### **Attachments**

Ordinance 20-S-33

Ordinance 20-S-33 Exhibit A

Ordinance 20-S-33 Exhibit B

Ordinance 20-S-33 Exhibit C

Aerial Map

Conceptual Site Plan Exhibit

Conceptual Park Plan

Park Phase I Improvements Conceptual Plan

Public Hearing Notice Map

Public Hearing Notice Responses

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**ORDINANCE NO. 20-S-33**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 204 ACRES OF LAND FROM GENERAL BUSINESS DISTRICT (GB) AND MANUFACTURING LIGHT DISTRICT (M-1) TO PLANNED DEVELOPMENT DISTRICT (PDD), LOCATED SOUTHWEST OF GRAYTOWN ROAD, STRETCHING BETWEEN INTERSTATE HIGHWAY 10 AND BOENIG DRIVE, CITY OF SCHERTZ, BEXAR COUNTY, TEXAS, ALSO KNOWN AS BEXAR COUNTY PROPERTY IDENTIFICATION NUMBERS 619201 AND 619202.**

**WHEREAS**, an application to rezone approximately 204 acres of land located southwest of Graytown Road, stretching between Interstate Highway 10 and Boenig Drive, and more specifically described in the Exhibit A and Exhibit B attached herein (herein, the “Property”) has been filed with the City; and

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

**WHEREAS**, on September 9, 2020, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve the requested rezoning according to the development standards set forth in Exhibit C attached herein (the “Development Standards”); and

**WHEREAS**, on October 27, 2020, 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.

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

Section 1. The Property as shown and more particularly described in the attached Exhibit A and Exhibit B, is hereby zoned Planned Development District (PDD)

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.

Approved on first reading the 27<sup>th</sup> day of October, 2020.

PASSED, APPROVED AND ADOPTED on final reading the 10<sup>th</sup> day of November, 2020.

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Ralph Gutierrez, Mayor

ATTEST:

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Brenda Dennis, City Secretary  
(SEAL OF THE CITY)



METES AND BOUNDS DESCRIPTION  
FOR ZONING – TRACT 3

A 204.00 acre tract of land situated within the corporate limits of the City of Schertz, Bexar County, Texas, being out of the Antonio Zamora Survey No. 36, Abstract 828, County Block 5083, same being a portion of a 205.081 acre tract conveyed unto Leanin' Dipper Investments, LTD., et al by warranty deed executed March 24, 2010 and recorded in Volume 14817, Page 1930, Official Public Records of said county and state, and a portion of an 18.09 acre tract conveyed unto the same by warranty deed executed March 14, 2011 and recorded in Volume 14973, Page 1026, said Official Public Records. In all, said 204.00 acre tract being more particularly described as follows, with bearings based on said Volume 14817, Page 1930:

COMMENCING: at a point at a cut-back corner at the intersection of the north line of Interstate Highway No. 10 and the west line of Graytown Road, same being the east corner of said 18.09 acre tract;

THENCE: with and along the north line of said Interstate Highway No. 10, and with and along the south line of said 18.09 acre tract the following courses:

South 18° 46' 23" West, 130.56 feet to a point;

South 69° 31' 23" West, 289.65 feet to a point;

And South 60° 20' 23" West, 270.36 feet to a point for a southeast exterior corner and POINT OF BEGINNING of this tract;

THENCE: continuing with and along the north line of said Interstate Highway No. 10, South 60° 20' 23" West, 236.02 feet to a point; and South 69° 27' 23" West, 611.92 feet to a point at a southeast exterior corner of a 94.096 acre tract of land conveyed unto Flotex Developers, L.L.C. by warranty deed executed July 20, 2006 and recorded in Volume 12269, Page 114, said Official Public Records, same being the southwest corner of said 18.09 acre tract and a southwest exterior corner of this tract;

THENCE: with and along the southeast line of said 94.096 acre tract, North 29° 37' 23" East, 600.85 feet to a point at the south corner of said 205.081 acre tract;

THENCE: departing the northwest line of said 18.09 acre tract, with and along the northeast line of said 94.096 acre tract and the southwest line of said 205.081 acre tract, North 60° 24' 29" West, 2,508.97 feet to a point on the southeast line of a 77.494 acre tract

conveyed unto Brycap Farm Properties, LLC by warranty deed executed January 1, 2009 and recorded in Volume 13921, Page 157, said Official Public Records;

THENCE: with and along the southeast and southwest lines of said 77.494 acre tract, North 29° 41' 19" East, 503.91 feet to a point; and North 67° 42' 27" West, 690.09 feet to a point on the east line of Scenic Lake Drive, same being the north corner of said 77.494 acre tract;

THENCE: with and along the northeast line of said Scenic Lake Drive, and continuing with and along the southwest line of said 205.081 acre tract, North 30° 00' 00" West, 15.78 feet to a point; and North 67° 37' 56" West, 1,101.82 feet to a point at a cut-back corner on the east line of Boenig Drive;

THENCE: with and along said east line and the west line of said 205.081 acre tract, North 02° 53' 55" West, 25.49 feet to a point; and North 30° 00' 00" East, 2,303.73 feet to a point;

THENCE: across said 205.081 acre tract the following courses:

South 60° 00' 00" East, 723.57 feet to a point;

North 49° 10' 12" East, 139.96 feet to a point;

And North 51° 47' 00" East, 88.56 feet to a point on the southwest line of said Graytown Road, same being on the northeast line of said 205.081 acre tract;

THENCE: with and along said southwest and northeast lines the following courses:

South 38° 13' 00" East, 637.09 feet to a point;

South 37° 55' 32" East, 1650.96 feet to a point;

South 37° 26' 03" East, 123.81 feet to a point;

South 34° 04' 47" East, 144.31 feet to a point;

And South 29° 01' 45" East, 1,328.98 feet to a point at the north corner of said 18.09 acre tract;

THENCE: continuing with and along said southwest line, and with and along the northeast line of said 18.09 acre tract, South 29° 20' 37" East, 271.85 feet to a point;

THENCE: across said 18.09 acre tract and said 205.081 acre tract the following courses:

North 75° 10' 05" West, 89.11 feet to a point;

South 59° 53' 51" West, 592.97 feet to a point;

And South 29° 34' 21" East, 773.87 feet to the POINT OF BEGINNING, and CONTAINING 204.00 acres, or 8,886,409 square feet of land more or less. Said tract being described in conjunction with a graphic depiction thereof prepared under job number 9093-19 by Pape-Dawson Engineers, Inc.

“THIS DOCUMENT WAS PREPARED UNDER 22TAC663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.”

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: May 8, 2019  
JOB NO. 9093-19  
DOC. ID. N:\Survey19\19-9000\9093-19\Word\9093-19\_FN\_EX\_6AC.docx



A handwritten signature in blue ink, written over the bottom portion of the professional seal.

**NOTES:**

- ALL INTERNAL STREETS WITHIN THE M.D.P. LIMITS ARE LOCAL "A" WITH A 50' R.O.W., 30' PAVEMENT AND 10' PARKWAYS UNLESS OTHERWISE NOTED
- REFERENCED PROPERTY IS IN ZONE X, A PORTION OF GRAYTOWN IS WITHIN THE 100-YEAR FEMA FLOODPLAIN AS SCALED FROM FEMA FLOOD MAP 435 OF 785, COMMUNITY PANEL NO 48029C0435, DATED SEPTEMBER 29, 2010
- THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE ALIGNMENT. ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT

**NOTES:**

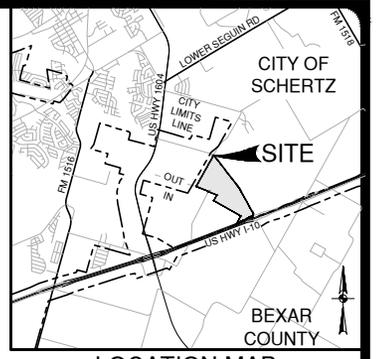
- EXISTING GENERAL BUSINESS ZONING ACREAGE - 57.72 ACRES
- EXISTING MANUFACTURING (LIGHT) ZONING ACREAGE - 146.29 ACRES
- PROPOSED PLANNED DEVELOPMENT DISTRICT ACREAGE - 204.0 ACRES

**PROPERTY OWNERSHIP KEY**

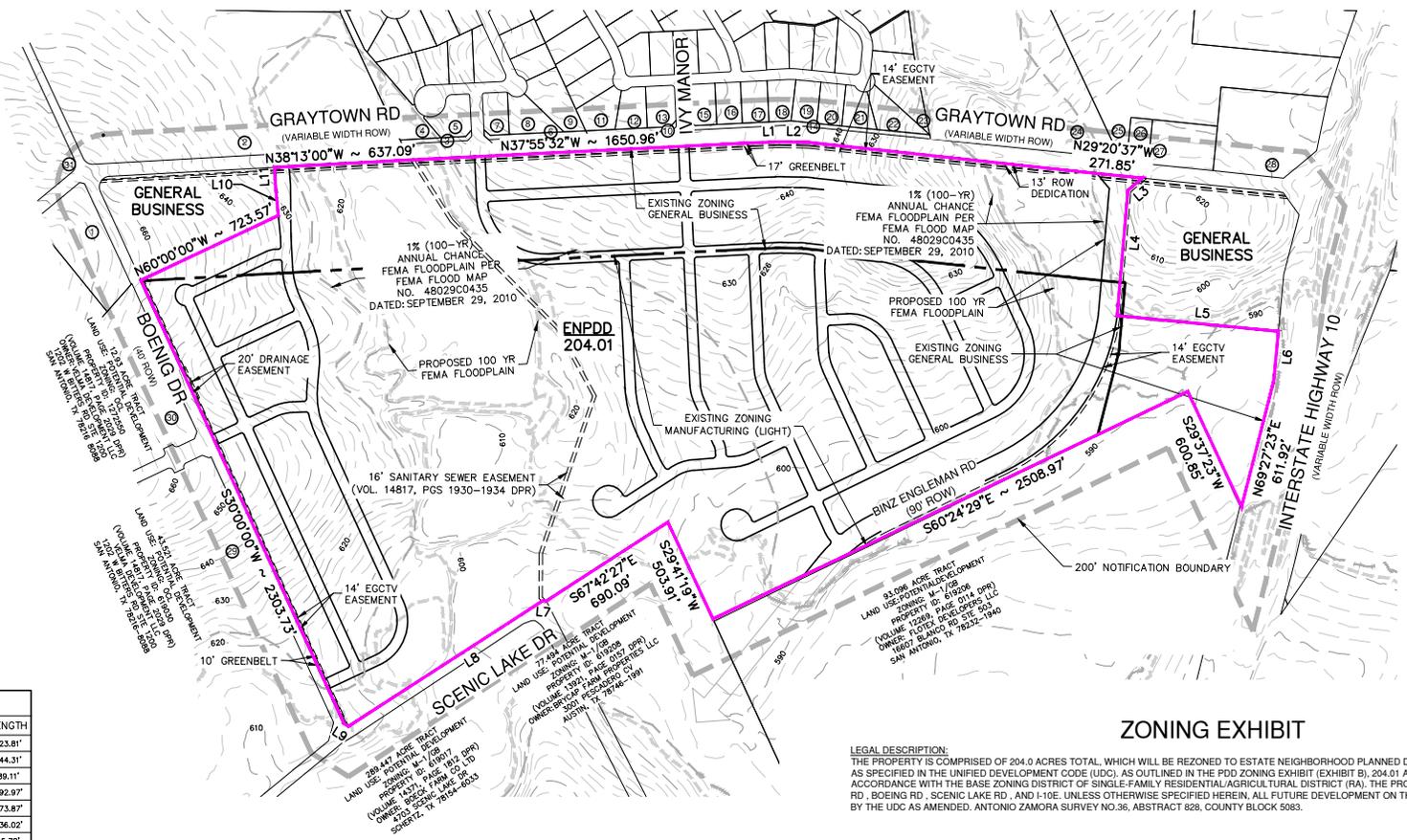
- ① TORRES DAVD & EVELYN S
- ② BARNETT GLENN H & JANET K
- ③ RESERVE AT SCHERTZ HOMEOWNERS ASSOCIATION INC
- ④ RESERVE AT SCHERTZ HOMEOWNERS ASSOCIATION INC
- ⑤ MAIN FRANCIS SCOTT
- ⑥ RESERVE AT SCHERTZ HOMEOWNERS ASSOCIATION INC
- ⑦ ANTHONY MARGARET SARANDI & WILLIAM E ANTHONY
- ⑧ TAYLOR TYRON DALE & STOUTON-TAYLOR ROSLYN R
- ⑨ BREWSTER KEVIN I & EARNEY M
- ⑩ RESERVE AT SCHERTZ HOMEOWNERS ASSOCIATION INC
- ⑪ TINSON FERENIE & REGINALD
- ⑫ BEE WILLIAM & SHIRELENE
- ⑬ WEIR DANIEL F & ALAINA M
- ⑭ RESERVE AT SCHERTZ HOMEOWNERS ASSOCIATION INC
- ⑮ HUFFMAN MARSHALL
- ⑯ MILLER ALFRED & JO NELL
- ⑰ ROPER BURNIE L & LAWANDA L
- ⑱ RUFFIN JOEZETT LATRICE
- ⑲ RICKS TIMOTHY & DORETHEA G
- ⑳ RAGAY DOMINADOR S & GRACE R
- ㉑ VINSON ALONZA & COURTLIN
- ㉒ PARSONS LYNN M
- ㉓ BOHANNON-BEY PAMELA & RUMEL
- ㉔ COSGROVE MATTHEW T
- ㉕ MUZNY ALAN G & BARBARA K
- ㉖ MELLO MARK T & MELLO JANET
- ㉗ MELLO MARK T & MELLO JANET
- ㉘ KGG ENTERPRISES
- ㉙ VELMA DEVELOPMENT LLC
- ㉚ VELMA DEVELOPMENT LLC
- ㉛ VELMA DEVELOPMENT LLC

**LEGEND**

- PROPOSED ZONING BOUNDARY
- RIGHT OF WAY
- CONTOURS
- EASEMENTS
- GREENBELT
- EXISTING ZONING BOUNDARY
- PROPOSED 100 YEAR FEMA FLOODPLAIN
- EXISTING 100 YEAR FEMA FLOODPLAIN
- 200' NOTIFICATION BOUNDARY



**LOCATION MAP**  
NOT-TO-SCALE



LINE #	BEARING	LENGTH
L1	N37°26'03"W	123.81'
L2	N34°04'47"W	144.31'
L3	S75°10'00"E	89.11'
L4	N59°33'51"E	592.97'
L5	N29°34'21"W	773.87'
L6	N60°20'23"E	236.02'
L7	S30°00'00"E	15.78'
L8	S67°33'56"E	1101.82'
L9	S2°33'55"E	25.49'
L10	S49°10'12"W	139.96'
L11	S51°47'00"W	88.56'

**APPLICANT:**  
LADDIE DENTON  
BY: BITTERBLUE, INC  
11 LYNN BATTS LANE #100  
SAN ANTONIO, TEXAS 78218  
(210) 828-6131

**ENGINEER & DESIGNER:**  
PAPE-DAWSON ENGINEERS, INC.  
2000 NW LOOP 410  
SAN ANTONIO, TEXAS 78213  
OFFICE: (210) 375-9000  
FAX: (210) 375-9010

**OWNER:**  
LEANIN DIPPER INVESTMENTS, LTD  
PO BOX 120217  
SAN ANTONIO, TEXAS 78212  
(210)-419-2467

**LEGAL DESCRIPTION:**  
THE PROPERTY IS COMPRISED OF 204.0 ACRES TOTAL WHICH WILL BE REZONED TO ESTATE NEIGHBORHOOD PLANNED DEVELOPMENT DISTRICT (ENPDD), AS SPECIFIED IN THE UNIFIED DEVELOPMENT CODE (UDC), AS OUTLINED IN THE PDD ZONING EXHIBIT (EXHIBIT B), 204.01 ACRES WILL DEVELOP IN ACCORDANCE WITH THE BASE ZONING DISTRICT OF SINGLE-FAMILY RESIDENTIAL/AGRICULTURAL DISTRICT (RA). THE PROPERTY BORDERS ON GRAYTOWN RD., BOENG DR., SCENIC LAKE DR., AND I-10E. UNLESS OTHERWISE SPECIFIED HEREIN, ALL FUTURE DEVELOPMENT ON THE PROPERTY SHALL BE GOVERNED BY THE UDC AS AMENDED. ANTONIO ZAMORA SURVEY NO.36, ABSTRACT 828, COUNTY BLOCK 5083.



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000  
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

PREPARED: AUGUST 17, 2020

GRAYTOWN SUBDIVISION

Lot#	Owner of Record	Acre	Land Use	Zoning	Property I.D.	Property Record Information	Address	
1	TORRES DAVID & EVELYN S	2.8	Rural	OCL	669192	VOL 11940, PG 0856, DPR	20060035296	5651 N GRAYTOWN RD, CONVERSE, TX 78109
2	BARNETT GLENN H & JANET K	1.693	Potential Development Land	R-A	619198			10650 BOENIG DR, SCHERTZ, TX 78154
3	RESERVE AT SCHERTZ HOMEOWNERS ASSOCIATION INC	0.2011	Single Family	R-A	1193850	VOL 16470, PG 2038, DPR	20130251601	N GRAYTOWN RD, SCHERTZ, TX 78154
4	RESERVE AT SCHERTZ HOMEOWNERS ASSOCIATION INC	1.2903	Single Family	R-A	1267450	VOL 18503, PG 0227, DPR	20170087766	JALEN CT, SCHERTZ, TX 78154
5	MAIN FRANCIS SCOTT	0.7121	Single Family	R-A	1267451		20180087590	7003 JALEN CT, SCHERTZ, TX 78154
6	RESERVE AT SCHERTZ HOMEOWNERS ASSOCIATION INC	0.2011	Single Family	R-A	1267452	VOL 16470, PG 2038, DPR	20130251601	PAYTON WAY, SCHERTZ, TX 78154
7	RESERVE AT SCHERTZ HOMEOWNERS ASSOCIATION INC	0.2291	Single Family	R-A	1267435	VOL 18503, PG 0227, DPR	20170087766	PAYTON WAY, SCHERTZ, TX 78154
7	ANTHONY MARGARET SARANDI & WILLIAM E ANTHONY	0.5411	Single Family	R-A	1267434		20190110214	JALEN CT, SCHERTZ, TX 78154
8	TAYLOR TYRON DALE & STOUTON-TAYLOR ROSLYN R	0.7265	Single Family	R-A	1267433		20200063637	6995 JALEN CT, SCHERTZ, TX 78154
9	BREWSTER KEVIN I & EARNEY M	1.0433	Single Family	R-A	1267432	VOL 18840, PG 2475, DPR	20170222905	10202 GAGE CONNELL, SCHERTZ, TX 78154
10	RESERVE AT SCHERTZ HOMEOWNERS ASSOCIATION INC	0.2011	Single Family	R-A	1193850	VOL 16470, PG 2038, DPR	20130251601	N GRAYTOWN RD, SCHERTZ, TX 78154
11	TINSON FERENIE & REGINALD	0.6866	Single Family	R-A	1193853	VOL 18439, PG 2178, DPR	20170062720	6811 IVY MTN, SCHERTZ, TX 78154
12	BEE WILLIAM & SHIRLENE	0.5871	Single Family	R-A	1193852	VOL 17033, PG 2387, DPR	20150001308	6807 IVY MTN, SCHERTZ, TX 78154
13	WEIR DANIEL F & ALAINA M	0.6077	Single Family	R-A	1193851	VOL 17046, PG 1862, DPR	20150006894	6803 IVY MTN, SCHERTZ, TX 78154
14	RESERVE AT SCHERTZ HOMEOWNERS ASSOCIATION INC	0.18	Homeowners Association	R-A	1205802	VOL 16880, PG 1718, DPR	20140164217	N GRAYTOWN RD, SCHERTZ, TX 78154
15	HUFFMAN MARSHALL	0.5852	Single Family	R-A	1205801	VOL 17376, PG 2234, DPR	20150141836	6747 IVY MTN, SCHERTX, TX 78154
16	MILLER ALFRED & JO NELL	0.5461	Single Family	R-A	1205800	VOL 16983, PG 1870, DPR	20140206261	6743 IVY MTN, SCHERTZ, TX 78154
17	ROPER BURNIE L & LAWANDA L	0.5705	Single Family	R-A	1205799	VOL 17046, PG 1862, DPR	20150006535	6627 IVY MTN, SCHERTZ, TX 78154
18	RUFFIN JOEZETT LATRICE	0.5457	Single Family	R-A	1214097	VOL 18956, PG 297, DPR	20180013664	6623 IVY MTN, SCHERTZ, TX 78154
19	RICKS TIMOTHY & DORETHEA G	0.5439	Single Family	R-A	1214096	VOL 17561, PG 2208, DPR	20150222405	6619 IVY MTN, SCHERTZ, TX 78154
20	RAGAY DOMINADOR S & GRACE R	0.5372	Single Family	R-A	1214095	VOL 17278, PG 86, DPR	20150101511	6615 IVY MTN, SCHERTZ, TX 78154
21	VINSON ALONZA & COURTLIN	0.5664	Single Family	R-A	1214094	VOL 17261, PG 1302, DPR	20150095042	6611 IVY MTN, SCHERTZ, TX 78154
22	PARSONS LYNN M	0.6838	Single Family	R-A	1214093	VOL 18237, PG 273, DPR	20160238053	6607 IVY MTN, SCHERTZ, TX 78154
23	BOHANNON-BEY PAMELA & RUMEL	0.7503	Single Family	R-A	1214092	VOL 17759, PG 1450, DPR	20160053164	10204 LENO WAY, SCHERTZ, TX 78154
24	COSGROVE MATTHEW T	30.783	Potential Development Land	R-A	1249153	VOL 18612, PG 0468, DPR	20170131460	GRAYTOWN, TX
25	MUZNY ALAN G & BARBARA K	49.341	Potential Development Land	R-A/GB	619230	VOL 4762, PG 1292, DPR	1882085	11403 INTERSTATE 10 E, SCHERTZ, TX 78154
26	MELLO MARK T & MELLO JANET	0.5	Vacant Land	GB	619237	VOL 19023, PG 1465, DPR	20180042172	5190 GRAYTOWN RD, SCHERTZ, TX 78154
27	MELLO MARK T & MELLO JANET	1.5	Rural	GB	619229	VOL 19023, PG 1465, DPR	20180042172	5190 GRAYTOWN RD, SCHERTZ, TX 78154
28	KGG ENTERPRISES	4.167	Storage Yard	GB	619232	VOL 2898, PG 2250, DPR		11185 E IH 10, SCHERTZ, TX 78154
29	VELMA DEVELOPMENT LLC	43.521	Potential Development Land	OCL	619030	VOL 14817, PG 2029, DPR		BOENIG DR, SCHERTZ, TX 78109
30	VELMA DEVELOPMENT LLC	12.93	Potential Development Land	OCL	1272550	VOL 14817, PG 2029, DPR		BOENIG DR, SCHERTZ, TX 78109
31	VELMA DEVELOPMENT LLC	101.793	Potential Development Land	OCL	619038	VOL 16766, PG 0459, DPR	20140116885	6410 N GRAYTOWN RD, CONVERSE, TX 78109
	BOECK FARM CO LTD	289.447	Potential Development Land	M-1/GB	619017	VOL 14371, PG 1812, DPR	20100029666	4703 SCENIC LAKE DR, SCHERTZ, TX 78154
	BRYCAP FARM PROPERTIES LLC	77.494	Potential Development Land	M-1/GB	619208	VOL 13921, PG 0157, DPR	20090056951	11549 INTERSTATE 10 E, SCHERTZ, TX 78154
	FLOTEX DEVELOPERS LLC	93.096	Potential Development Land	M-1/GB	619206	VOL 12269, PG 0114, DRP	20060172676	10661 INTERSTATE 10 E, SCHERTZ, TX 78154

**Graytown Estate Neighborhood Planned Development District (ENPDD)**

**The Property:**

The property is comprised of 204 acres total, which will be rezoned to Planned Development District (PDD), while aiming to follow the regulations established in the Unified Development Code (Section 21.5.13) for the Estate Neighborhood Planned Development District (ENPDD) model. As outlined in the Conceptual Master Development Plan (Exhibit A), the entire acreage will be developed in accordance with the base zoning district of Single-Family Residential/Agricultural District (RA). The property borders on Graytown Rd., Boenig Rd., Scenic Lake Rd., and I-10E. Unless otherwise specified herein, all future development on the property shall be governed by the UDC as amended.

**AFFECTED UDC ARTICLES**

**UDC Section 21.5.7 Dimensional and Development Standards:**

Two lot sizes will be introduced and developed in the ENPDD. They are coded as SF80 and SF100. The dimensional standards of these two lot sizes are described in Table 1. A minimum of 50% of the total lots in the Graytown ENPDD shall be SF100 lots.

**Table 1- Dimensional Requirements**

Code	Classification	Min. Area	Min. Width	Min. Depth	Min. Front Setback	Min. Side Setback	Min. Rear Setback	Min. Parking	Max Height	Max Impervious Cover
SF80	Single Family	10,400	80'	130'	25'	10'	20'	2	35'	50%
SF100	Single Family	13,000	100'	130'	25'	10'	20'	2	35'	50%

**UDC Section 21.5.13.F.1 Estate Neighborhood Planned Development District (ENPDD) Development Standards – Residential Density**

The maximum gross density established in the Graytown ENPDD shall be 2 dwelling units per acre. The proposed gross density in the Conceptual Master Development Plan (Exhibit A) is 1.47 dwelling units per acre.

**UDC Section 21.5.13.F.2.a Estate Neighborhood Planned Development District (ENPDD) Development Standards – Open Space Requirement**

A minimum of forty one percent (41%) of the gross total acreage in the application, including developable and undevelopable land, shall be designated as open space for natural habitat, passive recreation, and/or conservation or preservation, including conservation for agricultural and forestry uses. Forty one percent (41%) of the proposed PDD amounts to 84.37 acres. Of the 84.37 acres of open space, 43.58 acres are part of the public park, of which 10.58 acres are outside

of the floodplain and 33 acres are within the floodplain. Graytown will contribute improvements to the open space to allow for both passive and active recreational uses. These improvements will include a playscape/playground, pavilion, parking lot, restrooms, baseball back-stop, and pedestrian pathway (Exhibit B & B1).

Active recreation uses may be permitted, but the area designated for such active recreation uses shall not exceed ten percent (10%) of the total required open space. The design criteria for such open space shall be as follows:

- i. Where possible, priority shall be placed on preserving drainage corridors, creeks, steep slopes, wooded areas, view sheds, and other environmental elements that can be featured within the EN District. Where possible, designated open space shall be contiguous with existing open space uses on adjacent parcels in order to provide large expanses of open space.
- ii. Open space in EN Districts shall be physically connected, whenever possible, to the Schertz Open Space System outlined in the Schertz Parks Master Plan and North and South Schertz Framework Plans. Designated public trail systems which abut an EN District shall be connected through the subdivision.
- iii. Access shall be provided to designated active or passive recreation areas or open space or natural areas from one or more streets in the EN subdivision.
- iv. Access will not be required if the open space is to remain in active agriculture or forestry or if the natural areas contain habitat where public access should be limited.

#### **UDC Section 21.11.15 Subdivision Entry Signs**

B. Maximum Height: Subdivision entry signs shall be monument signs and shall have a maximum height of six feet (6'), unless it is incorporated into the masonry perimeter fence on Graytown Rd. that is required by the UDC to be eight feet (8') in height, in which case the subdivision entry signs and the return walls leading to the first intersection within the community shall also have a maximum height of eight feet (8').

D. Maximum Number of Signs: Subdivision entry signs will be located at the three (3) entrances on Graytown Rd. No more than one (1) subdivision entry sign shall be permitted at each subdivision entrance on Graytown Rd., unless such subdivision entry sign is incorporated into a masonry perimeter fence, in which case there may be allowed two (2) subdivision entry signs (one on either side of the subdivision entrance and incorporated into a masonry perimeter fence).

### **UDC Section 21.11.18 Development Signs**

C. Number of Signs: Community shall be permitted one sign per entry of a residential subdivision not to exceed four (4) total signs. The area and height of the signs shall be in accordance with UDC requirements.

D. Duration: Development signs shall be installed after approval of the final plat for a residential subdivision. Signs are permitted for the community for a duration of ten (10) years from the plat recordation of the first plat of the subdivision.

### **Amendments to the Planned Development District (PDD):**

Any significant future changes from the established Dimensional Requirements for the approved PDD, which alter the concept of the PDD or increase the density, will cause the plan to be re-submitted for approval by the Planning & Zoning Commission and the City Council, including a new public hearing with applicable fees. Minor changes which do not change the concept or intent of the development shall be approved or denied administratively.

### Attachments Included on Following Pages:

- Exhibit A: Conceptual Master Development Plan
- Exhibit B & B1: Overall Open Space & Park Plan

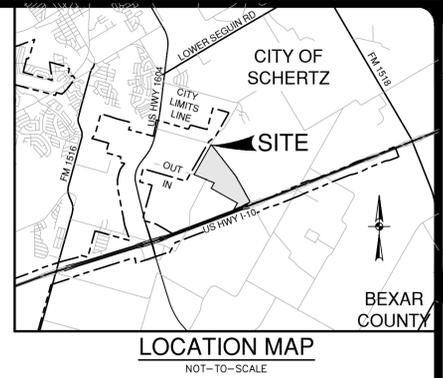
CURVE TABLE					LINE TABLE			LINE TABLE		
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
C1	325.06	90°07'59"	S7°08'28"W	460.23	L1	N37°26'03"W	123.61	L29	S60°00'00"W	38.50
C2	14.00	90°00'00"	S7°04'28"W	19.80	L2	N34°04'47"W	144.31	L30	S30°00'00"W	184.11
C3	665.11	22°04'28"	S41°02'14"W	254.67	L3	N29°20'37"W	271.85	L31	S81°46'18"W	108.18
C4	45.01	27°51'10"	S53°46'52"E	21.66	L4	N60°20'23"E	236.02	L32	S58°39'16"W	122.18
C5	75.01	105°41'16"	N46°45'30"W	119.57	L5	N30°24'43"W	15.93	L33	N54°56'26"E	159.91
C6	355.06	90°00'00"	N75°00'00"E	502.13	L6	N23°53'55"W	25.49	L34	N30°28'14"W	131.24
C7	483.09	30°00'00"	S45°00'00"W	250.07	L7	N49°10'12"E	136.40	L35	N54°31'46"E	40.10
C8	100.00	30°05'22"	N66°43'37"E	51.91	L8	S51°40'57"W	92.11	L36	N51°40'59"E	122.03
C9	100.00	51°46'18"	S55°53'09"W	87.32	L9	N37°59'32"W	130.02	L37	N81°46'18"E	95.91
C10	328.09	30°00'00"	N45°00'00"E	169.83	L10	S30°00'00"W	109.17	L38	S30°00'00"W	156.21
C11	100.00	30°00'00"	S45°00'00"W	51.76	L11	N60°00'00"W	82.57	L39	S60°00'00"W	53.23
C12	200.03	90°00'00"	N75°00'00"E	282.89	L12	N22°17'33"E	60.96	L40	S181°14'2"E	51.07
C13	100.00	41°48'18"	N39°06'51"W	71.30	L13	N64°30'55"W	104.30	L41	N52°12'27"E	189.58
C14	645.11	5°02'10"	N31°33'43"W	56.68	L14	S76°49'28"W	166.27	L42	N34°04'48"W	83.16
C15	645.11	59°02'38"	N0°28'41"E	635.76	L15	S45°32'23"W	52.53	L43	S29°16'43"E	50.01
C16	300.05	89°18'43"	N74°39'22"E	421.78	L16	S143°7'50"W	163.81	L44	N37°59'32"W	122.12
C17	300.05	90°07'59"	S7°08'28"W	424.83	L17	S42°3'49"E	109.96	L45	S13°24'29"W	60.42
C18	335.06	5°02'10"	N31°33'43"W	29.44	L18	N22°17'33"E	130.02	L46	N60°41'17"W	202.36
C19	335.06	59°02'38"	N0°28'41"E	330.20	L20	S67°42'27"E	40.01	L47	N39°51'17"W	135.60
C20	200.03	85°2'54"	S56°30'55"W	30.98	L21	S22°17'33"E	130.02	L48	S22°17'33"E	49.45
C21	200.03	22°04'28"	S41°02'14"W	76.59	L22	S67°42'27"E	25.67	L49	S00°00'43"W	57.25
C22	200.03	67°55'32"	N35°7'46"W	223.50	L23	S39°51'17"E	204.01	L50	S30°00'00"W	180.07
C23	200.03	22°04'28"	S41°02'14"W	76.59	L24	S30°00'00"W	96.50	L51	S22°17'33"E	68.01
C24	100.00	16°35'31"	S21°42'14"W	28.86	L25	N9°38'08"W	145.35	L52	N34°04'48"W	83.16
C25	200.03	22°04'28"	S41°02'14"W	76.59	L26	S67°42'27"E	400.07	L53	N60°57'22"E	60.22
C26	100.02	20°08'43"	S40°14'22"W	34.99	L27	N67°42'27"W	842.91	L54	N52°04'28"E	190.17
C27	510.09	22°04'28"	S41°02'14"W	195.31	L28	S30°00'00"W	2303.73			
C28	100.02	74°2'27"	S26°08'47"W	13.44						
C29	200.03	20°50'00"	S50°16'17"E	72.33						
C30	200.03	27°51'10"	S53°46'52"W	96.29						
C31	901.70	56°53'16"	S89°09'29"E	858.96						
C32	719.28	27°40'44"	S73°05'44"E	344.11						

LINE TABLE			LINE TABLE		
LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
L1	N37°26'03"W	123.61	L29	S60°00'00"W	38.50
L2	N34°04'47"W	144.31	L30	S30°00'00"W	184.11
L3	N29°20'37"W	271.85	L31	S81°46'18"W	108.18
L4	N60°20'23"E	236.02	L32	S58°39'16"W	122.18
L5	N30°24'43"W	15.93	L33	N54°56'26"E	159.91
L6	N23°53'55"W	25.49	L34	N30°28'14"W	131.24
L7	N49°10'12"E	136.40	L35	N54°31'46"E	40.10
L8	S51°40'57"W	92.11	L36	N51°40'59"E	122.03
L9	N37°59'32"W	130.02	L37	N81°46'18"E	95.91
L10	S30°00'00"W	109.17	L38	S30°00'00"W	156.21
L11	N60°00'00"W	82.57	L39	S60°00'00"W	53.23
L12	N22°17'33"E	60.96	L40	S181°14'2"E	51.07
L13	N64°30'55"W	104.30	L41	N52°12'27"E	189.58
L14	S76°49'28"W	166.27	L42	N34°04'48"W	83.16
L15	S45°32'23"W	52.53	L43	S29°16'43"E	50.01
L16	S143°7'50"W	163.81	L44	N37°59'32"W	122.12
L17	S42°3'49"E	109.96	L45	S13°24'29"W	60.42
L18	N22°17'33"E	130.02	L46	N60°41'17"W	202.36
L19	S67°42'27"E	40.01	L47	N39°51'17"W	135.60
L20	S22°17'33"E	130.02	L48	S22°17'33"E	49.45
L21	S67°42'27"E	25.67	L49	S00°00'43"W	57.25
L22	S39°51'17"E	204.01	L50	S30°00'00"W	180.07
L23	S30°00'00"W	96.50	L51	S22°17'33"E	68.01
L24	S30°00'00"W	96.50	L52	N34°04'48"W	83.16
L25	N9°38'08"W	145.35	L53	N60°57'22"E	60.22
L26	S67°42'27"E	400.07	L54	N52°04'28"E	190.17
L27	N67°42'27"W	842.91			
L28	S30°00'00"W	2303.73			

**NOTES:**

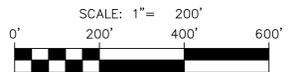
- ALL INTERNAL STREETS WITHIN THE M.D.P. LIMITS ARE LOCAL "A" WITH A 50' R.O.W., 30' PAVEMENT AND 10' PARKWAYS UNLESS OTHERWISE NOTED.
- THIS PROPERTY IS NOT WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
- UTILITY SERVICE PROVIDED BY THE FOLLOWING ENTITIES:  
WATER SERVICE CITY OF SCHERTZ  
SEWER SERVICE CITY OF SCHERTZ/SARA  
TELEPHONE SERVICE AT&T  
CABLE TELEVISION SPECTRUM  
ELECTRIC GVEC  
GAS CENTERPOINT ENERGY
- THE FRONT, SIDE, AND REAR SETBACKS WILL CONFORM TO THE MINIMUM SETBACKS REQUIRED BY THE PROPOSED ESTATE NEIGHBORHOOD PLANNED DEVELOPMENT DISTRICT (PDD)
- A VARIABLE SIGHT CLEARANCE EASEMENT WILL BE REQUIRED AT CORNER LOTS IF INTERSECTION DOES NOT MEET SIGHT DISTANCE REQUIREMENTS AS DEFINED IN LATEST EDITION OF AASHTO MANUAL.
- THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE ALIGNMENT. ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.
- ACCORDING TO FLOOD INSURANCE RATE MAP, PANEL 48029C0435, DATED SEPTEMBER 29, 2010, GRAYTOWN CONTAINS AREAS OF ZONE A FLOODPLAIN, WHICH IS DESIGNATED AS 100-YEAR FLOODPLAIN.
- IF FLOODPLAIN EXISTS ON THE PROPERTY, PROVIDE A NOTE STATING THAT ANY DEVELOPMENT SHALL BE IN ACCORDANCE WITH FLOODPLAIN ORDINANCE IN EFFECT AT THE TIME OF CONSTRUCTION APPLICATION.
- ALL OPEN SPACE, COMMON AREAS, GREENBELTS, DRAINAGE EASEMENTS OR OTHER AREAS IDENTIFIED AS PRIVATE SHALL BE THE RESPONSIBILITY OF OWNER OR OWNERS SUCCESSORS AND OR/ASSIGNS PROVIDED SUCH SUCCESSOR OR ASSIGN IS APPROVED BY THE CITY.

LAND USE DENSITY TABLE										
UNIT	TOTAL ACREAGE	LAND USE	DRAINAGE/OPEN SPACE (ACREAGE)	RESIDENTIAL ACREAGE	SF80/SF100 DIMENSIONS	NUMBER OF LOTS	DWELLING UNITS PER TOTAL ACRE	EXISTING ZONING	PROPOSED ZONING	APPROXIMATE UNIT SCHEDULE
1	32.31	SINGLE FAMILY RESIDENTIAL	14.12	18.19	80'X130' 100'X130'	51	1.58	GB/M-1	ENPDD	2020
2	29.69	SINGLE FAMILY RESIDENTIAL	14.99	14.70	80'X130' 100'X130'	48	1.62	GB/M-1	ENPDD	2021
3	32.41	SINGLE FAMILY RESIDENTIAL	15.89	16.52	80'X130' 100'X130'	0	1.27	GB/M-1	ENPDD	2020
4	22.01	SINGLE FAMILY RESIDENTIAL	12.78	9.23	80'X130' 100'X130'	0	1.04	GB/M-1	ENPDD	2021
5	22.48	SINGLE FAMILY RESIDENTIAL	3.79	18.69	80'X130' 100'X130'	0	2.00	GB/M-1	ENPDD	2022
6	31.75	SINGLE FAMILY RESIDENTIAL	8.39	23.36	80'X130' 100'X130'	0	1.67	GB/M-1	ENPDD	2023
7	33.36	SINGLE FAMILY RESIDENTIAL	14.41	18.95	80'X130' 100'X130'	0	1.17	GB/M-1	ENPDD	2024
TOTAL	204.00		84.37	119.64	-	300	1.47	-	-	-



**LEGEND**

- OVERALL BOUNDARY
- RIGHT OF WAY
- PHASING LIMITS
- CONTOURS
- EASEMENTS
- OPEN SPACE/DRAINAGE (40.791 ACRES)
- PARK SPACE (43.579 ACRES)
- PROPOSED 100 YR FEMA FLOODPLAIN
- EXISTING 100 YR FEMA FLOODPLAIN



**GRAYTOWN SUBDIVISION CONCEPT PLAN**

**LEGAL DESCRIPTION:**  
THE PROPERTY IS COMPRISED OF 222.47 ACRES TOTAL, WHICH WILL BE REZONED TO ESTATE NEIGHBORHOOD PLANNED DEVELOPMENT DISTRICT (ENPDD), AS SPECIFIED IN THE UNIFIED DEVELOPMENT CODE (UDC), AS OUTLINED IN THE PDD ZONING EXHIBIT (EXHIBIT B). 204.00 ACRES WILL DEVELOP IN ACCORDANCE WITH THE BASE ZONING DISTRICT OF SINGLE-FAMILY RESIDENTIAL/AGRICULTURAL DISTRICT (SRA). 11.79 ACRES WILL DEVELOP IN ACCORDANCE WITH THE BASE ZONING DISTRICT OF GENERAL BUSINESS DISTRICT (GB). AND 6.67 ACRES WILL DEVELOP IN ACCORDANCE WITH THE BASE ZONING DISTRICT OF NEIGHBORHOOD SERVICES DISTRICT (NS). THE PROPERTY BORDERS ON GRAYTOWN RD., BOEINGER DR., SCENIC LAKE DR., AND I-10. UNLESS OTHERWISE SPECIFIED HEREIN, ALL FUTURE DEVELOPMENT ON THE PROPERTY SHALL BE GOVERNED BY THE UDC AS AMENDED. ANTONIO ZAMORA SURVEY NO.36, ABSTRACT 828, COUNTY BLOCK 5083.

**PROPERTY OWNERSHIP KEY**

- 1 TORRES DAVID & EVELYN S
- 2 BARNETT GLENN H & JANET K
- 3 RESERVE AT SCHERTZ HOMEOWNERS ASSOCIATION INC
- 4 RESERVE AT SCHERTZ HOMEOWNERS ASSOCIATION INC
- 5 MAIN FRANCIS SCOTT
- 6 RESERVE AT SCHERTZ HOMEOWNERS ASSOCIATION INC
- 7 ANTHONY MARGARET SARANDI & WILLIAM E ANTHONY
- 8 TAYLOR TYRON DALE & STOUTON-TAYLOR ROSLYN R
- 9 BREWSTER KEVIN I & EARNEY M
- 10 RESERVE AT SCHERTZ HOMEOWNERS ASSOCIATION INC
- 11 TINSON FERENIE & REGINALD
- 12 BEE WILLIAM & SHIRELENE
- 13 WEIR DANIEL F & ALAINA M
- 14 RESERVE AT SCHERTZ HOMEOWNERS ASSOCIATION INC
- 15 HUFFMAN MARSHALL
- 16 MILLER ALFRED & JO NELL
- 17 ROPER BURNIE L & LAWANDA L
- 18 RUFFIN JOEZEIT LATRICE
- 19 RICKS TIMOTHY & DORETHEA G
- 20 RAGAY DOMINADOR S & GRACE R
- 21 VINSON ALONZA & COURTLYN
- 22 PARSONS LYNN M
- 23 BOHANNON-BEY PAMELA & RUMEL
- 24 COSOROVE MATTHEW T
- 25 MUZYNY ALAN G & BARBARA K
- 26 MELLO MARK T & MELLO JANET
- 27 MELLO MARK T & MELLO JANET
- 28 KGG ENTERPRISES
- 29 VELMA DEVELOPMENT LLC
- 30 VELMA DEVELOPMENT LLC
- 31 VELMA DEVELOPMENT LLC

**UTILITY & STORM WATER NOTES:**

- CITY OF SCHERTZ WATER MAINS WILL BE EXTENDED FROM GRAYTOWN TO SERVE THIS SUBDIVISION.
- SARA SANITARY SEWER IS LOCATED IN THE FEMA FLOODPLAIN WITHIN THE PROJECT LIMITS.
- STORM WATER FROM THIS SUBDIVISION WILL DISCHARGE INTO THE ON SITE FEMA FLOODPLAIN.

**ENGINEER & DESIGNER:**  
PAPE-DAWSON ENGINEERS, INC.  
2000 NW LOOP 410  
SAN ANTONIO, TEXAS 78213  
OFFICE: (210) 375-9000  
FAX: (210) 375-9010

**DEVELOPER:**  
LADDIE DENTON  
BY: BITTERBLUE, INC  
11 LYNN BATTS LANE #100  
SAN ANTONIO, TEXAS 78218  
(210) 828-6131

**OWNER:**  
LEANN DIPPER INVESTMENTS, LTD  
PO BOX 120217  
SAN ANTONIO, TEXAS 78212  
(210)-419-2467

PREPARED: AUGUST 19, 2020

**PAPE-DAWSON ENGINEERS**  
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000  
TBPIS FIRM REGISTRATION #079 | TBPIS FIRM REGISTRATION #108880

**GRAYTOWN SUBDIVISION**  
SCHERTZ, TEXAS  
CONCEPT PLAN

DATE: \_\_\_\_\_  
NO. REVISION: \_\_\_\_\_

PLAT NO. \_\_\_\_\_  
JOB NO. 11686-00  
DATE AUGUST 2020  
DESIGNER RD  
CHECKED BL DRAWN RD  
SHEET 1 of 1

DATE: Aug 27, 2020, 5:19pm, User: ID: bitterblue, File: P:\16166\100\Design\Exhibits\CMPT16800.dwg

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### Graytown Valley Municipal Park

### Overall Conceptual Plan

#### Dixie Watkins III & Associates

Landscape Architecture  
Land Planning  
Natural & Cultural Resource Management  
11 Lynn Batts Lane, Suite 110  
San Antonio, Texas 78218  
(210) 824-7836 FAX 824-0128  
info@dwa-associates.com

9-6-19 DW

TITLE

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SHEET

Sheet 2 of 2



**\*NOTE: All improvements outside of Phase One are for conceptual planning purposes only, and will be the responsibility of the City of Schertz**

# Graytown Valley Park, Overall Conceptual Plan



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### Graytown Valley Municipal Park

#### Phase One Improvements

**Dixie Watkins III & Associates**  
 Landscape Architecture  
 Land Planning  
 Natural & Cultural Resource Management  
 11 Lynn Batts Lane, Suite 110  
 San Antonio, Texas 78218  
 (210) 824-7836 FAX 824-0128  
 info@dwa-associates.com

9-5-19

TITLE

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SHEET  
 Sheet 1 of 2

# Graytown Valley Park, Phase One Improvements

Scale 1" = 50'



**GRAYTOWN SUBDIVISION**

<all other values>	60' Expansion	86' Extension	120' Proposed	1", 1 1/2"	8"	20"	Schertz Gravity	Hydrant	200' Buffer
Highways	60' Proposed	86' Proposed	Abandoned	2", 2 1/2"	10"	24"	Schertz Pressure	Manholes	Schertz Municipal Boundary
Major Roads	60' Extension	120' Expansion	Future TxDOT	3"	12"	30"	Neighboring Gravity	County Boundaries	
Minor Roads	86' Expansion	120' Extension	Highway	4"	16"	36"	Private Pressure		
Other Cities				6"	18"	Private Main			

1 Inch = 550 Feet



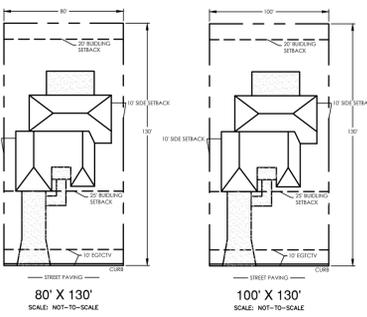
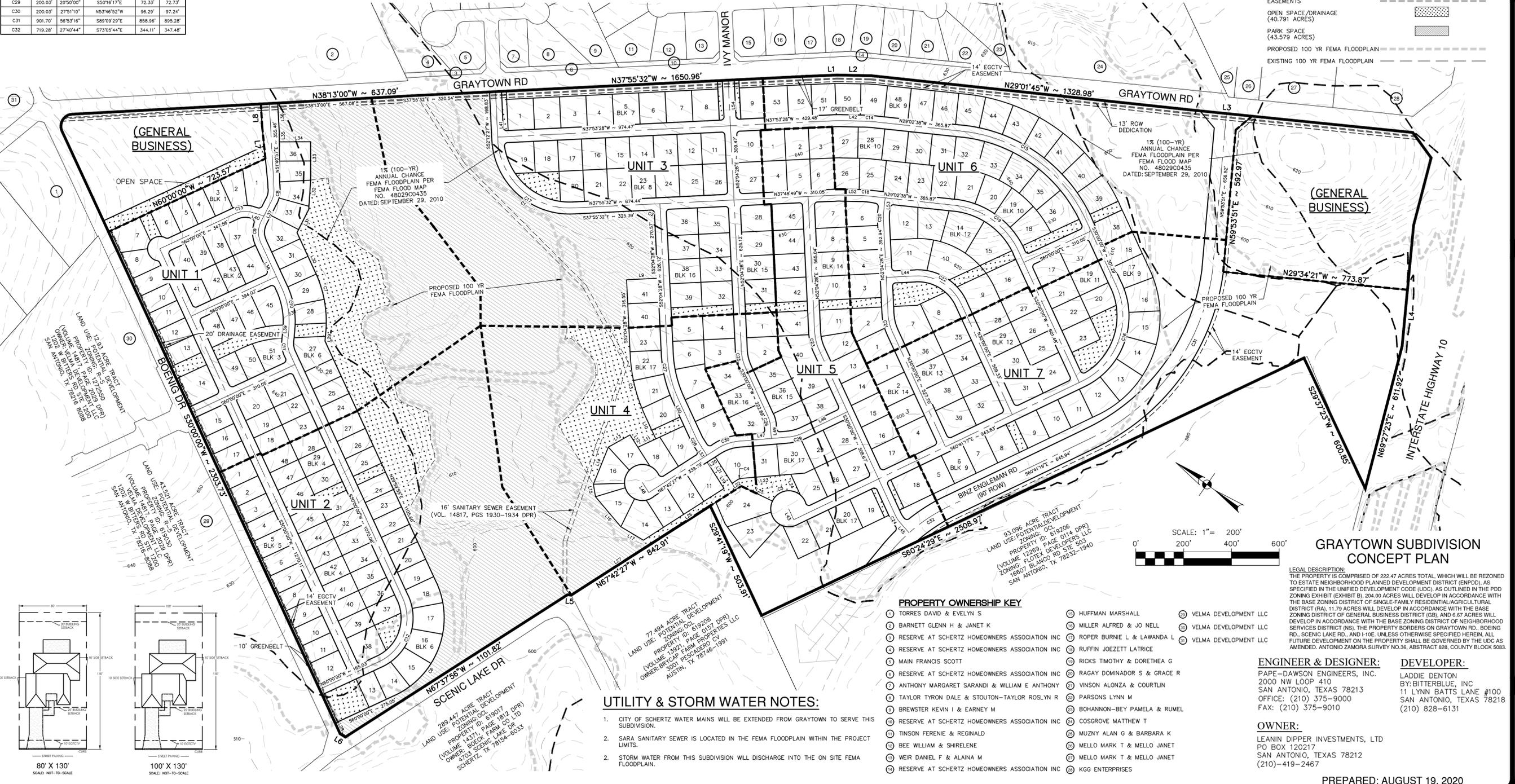
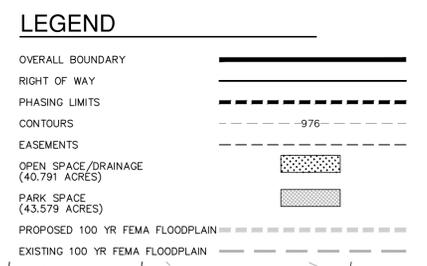
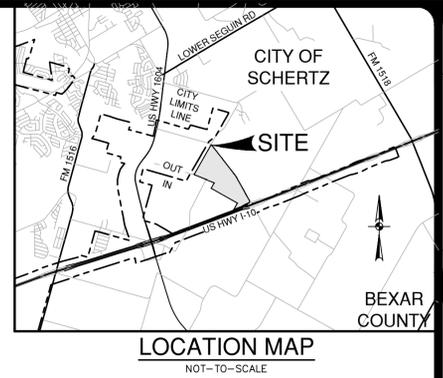
CURVE TABLE					LINE TABLE			LINE TABLE		
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
C1	325.06	90°07'59"	S7°08'28"W	460.23'	L1	N37°26'03"W	123.61'	L29	S60°00'00"W	38.50'
C2	14.00	90°00'00"	S7°04'28"W	19.80'	L2	N34°04'47"W	144.31'	L30	S30°00'00"W	184.11'
C3	665.11'	22°04'28"	S41°02'14"W	254.67'	L3	N29°20'37"W	271.85'	L31	S81°46'18"W	108.18'
C4	45.01'	27°51'10"	S53°46'52"E	21.66'	L4	N60°20'23"E	236.02'	L32	S58°39'16"W	122.18'
C5	75.01'	105°41'16"	N46°45'30"W	119.57'	L5	N30°24'43"W	15.93'	L33	N54°56'26"E	159.91'
C6	355.06'	90°00'00"	N75°00'00"E	502.13'	L6	N25°55'55"W	25.49'	L34	N30°28'14"W	131.24'
C7	483.09'	30°00'00"	S45°00'00"W	250.07'	L7	N49°10'12"E	136.40'	L35	N54°31'46"E	40.10'
C8	100.00'	30°05'22"	N66°43'37"E	51.91'	L8	S51°40'57"W	92.11'	L36	N51°40'59"E	122.03'
C9	100.00'	51°46'18"	S55°53'09"W	87.32'	L9	N37°55'32"W	130.02'	L37	N81°46'18"E	95.91'
C10	328.09'	30°00'00"	N45°00'00"E	169.83'	L10	S30°00'00"W	109.17'	L38	S30°00'00"W	156.21'
C11	100.00'	30°00'00"	S45°00'00"W	51.76'	L11	N60°00'00"W	82.57'	L39	S60°00'00"W	53.23'
C12	200.03'	85°24'54"	N75°00'00"E	282.89'	L12	N22°17'33"E	60.96'	L40	S181°14'2"E	51.07'
C13	100.00'	41°48'18"	N39°06'51"W	71.30'	L13	N64°30'55"W	104.30'	L41	N52°12'27"E	189.58'
C14	645.11'	5°02'10"	N31°33'43"W	56.68'	L14	S76°49'28"W	166.27'	L42	N34°04'48"W	83.16'
C15	645.11'	59°02'38"	N0°28'41"E	635.76'	L15	S45°32'23"W	52.53'	L43	S29°16'43"E	50.01'
C16	300.05'	89°18'43"	N74°39'22"E	421.78'	L16	S14°37'50"W	163.81'	L44	N37°55'32"W	122.12'
C17	300.05'	90°07'59"	S7°08'28"W	424.83'	L17	S42°34'49"E	109.96'	L45	S13°24'29"W	60.42'
C18	335.06'	5°02'10"	N31°33'43"W	29.44'	L18	N22°17'33"E	130.02'	L46	N60°41'17"W	202.36'
C19	335.06'	59°02'38"	N0°28'41"E	330.20'	L20	S67°42'27"E	40.01'	L47	N39°51'17"W	135.60'
C20	200.03'	85°24'54"	S56°30'55"W	30.98'	L21	S22°17'33"E	130.02'	L48	S22°17'33"E	49.45'
C21	200.03'	22°04'28"	S41°02'14"W	76.59'	L22	S67°42'27"E	25.67'	L49	S00°08'43"W	57.25'
C22	200.03'	67°55'32"	N35°74'46"W	223.50'	L23	S39°51'17"E	204.01'	L50	S30°00'00"W	180.07'
C23	200.03'	22°04'28"	S41°02'14"W	76.59'	L24	S30°00'00"W	96.50'	L51	S22°17'33"E	68.01'
C24	100.00'	16°35'31"	S21°42'14"W	28.86'	L25	N9°38'08"W	145.35'	L52	N34°04'48"W	83.16'
C25	200.03'	22°04'28"	S41°02'14"W	76.59'	L26	S67°42'27"E	40.01'	L53	N60°57'22"E	60.22'
C26	100.02'	20°08'43"	S40°14'22"W	34.99'	L27	N67°42'27"E	842.91'	L54	N52°04'28"E	190.17'
C27	510.09'	22°04'28"	S41°02'14"W	195.31'	L28	S30°00'00"W	2303.73'			
C28	100.02'	74°2'27"	S26°08'47"W	13.44'						
C29	200.03'	20°50'00"	S50°16'17"E	72.33'						
C30	200.03'	27°51'10"	N53°46'52"W	96.29'						
C31	901.70'	56°53'16"	S89°09'29"E	858.96'						
C32	719.28'	27°40'44"	S73°05'44"E	344.11'						

LINE TABLE			LINE TABLE		
LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
L1	N37°26'03"W	123.61'	L29	S60°00'00"W	38.50'
L2	N34°04'47"W	144.31'	L30	S30°00'00"W	184.11'
L3	N29°20'37"W	271.85'	L31	S81°46'18"W	108.18'
L4	N60°20'23"E	236.02'	L32	S58°39'16"W	122.18'
L5	N30°24'43"W	15.93'	L33	N54°56'26"E	159.91'
L6	N25°55'55"W	25.49'	L34	N30°28'14"W	131.24'
L7	N49°10'12"E	136.40'	L35	N54°31'46"E	40.10'
L8	S51°40'57"W	92.11'	L36	N51°40'59"E	122.03'
L9	N37°55'32"W	130.02'	L37	N81°46'18"E	95.91'
L10	S30°00'00"W	109.17'	L38	S30°00'00"W	156.21'
L11	N60°00'00"W	82.57'	L39	S60°00'00"W	53.23'
L12	N22°17'33"E	60.96'	L40	S181°14'2"E	51.07'
L13	N64°30'55"W	104.30'	L41	N52°12'27"E	189.58'
L14	S76°49'28"W	166.27'	L42	N34°04'48"W	83.16'
L15	S45°32'23"W	52.53'	L43	S29°16'43"E	50.01'
L16	S14°37'50"W	163.81'	L44	N37°55'32"W	122.12'
L17	S42°34'49"E	109.96'	L45	S13°24'29"W	60.42'
L18	N22°17'33"E	130.02'	L46	N60°41'17"W	202.36'
L19	S67°42'27"E	40.01'	L47	N39°51'17"W	135.60'
L20	S22°17'33"E	130.02'	L48	S22°17'33"E	49.45'
L21	S67°42'27"E	25.67'	L49	S00°08'43"W	57.25'
L22	S39°51'17"E	204.01'	L50	S30°00'00"W	180.07'
L23	S30°00'00"W	96.50'	L51	S22°17'33"E	68.01'
L24	S30°00'00"W	96.50'	L52	N34°04'48"W	83.16'
L25	N9°38'08"W	145.35'	L53	N60°57'22"E	60.22'
L26	S67°42'27"E	40.01'	L54	N52°04'28"E	190.17'
L27	N67°42'27"E	842.91'			
L28	S30°00'00"W	2303.73'			

**NOTES:**

- ALL INTERNAL STREETS WITHIN THE M.D.P. LIMITS ARE LOCAL "A" WITH A 50' R.O.W., 30' PAVEMENT AND 10' PARKWAYS UNLESS OTHERWISE NOTED.
- THIS PROPERTY IS NOT WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
- UTILITY SERVICE PROVIDED BY THE FOLLOWING ENTITIES:  
WATER SERVICE: CITY OF SCHERTZ  
SEWER SERVICE: CITY OF SCHERTZ/SARA  
TELEPHONE SERVICE: AT&T  
CABLE TELEVISION: SPECTRUM  
ELECTRIC: CVEC  
GAS: CENTERPOINT ENERGY
- THE FRONT, SIDE, AND REAR SETBACKS WILL CONFORM TO THE MINIMUM SETBACKS REQUIRED BY THE PROPOSED ESTATE NEIGHBORHOOD PLANNED DEVELOPMENT DISTRICT (PDD).
- A VARIABLE SIGHT CLEARANCE EASEMENT WILL BE REQUIRED AT CORNER LOTS IF INTERSECTION DOES NOT MEET SIGHT DISTANCE REQUIREMENTS AS DEFINED IN LATEST EDITION OF AASHTO MANUAL.
- THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE ALIGNMENT. ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.
- ACCORDING TO FLOOD INSURANCE RATE MAP, PANEL 48029C0435, DATED SEPTEMBER 29, 2010, GRAYTOWN CONTAINS AREAS OF ZONE A FLOODPLAIN, WHICH IS DESIGNATED AS 100-YEAR FLOODPLAIN.
- IF FLOODPLAIN EXISTS ON THE PROPERTY, PROVIDE A NOTE STATING THAT ANY DEVELOPMENT SHALL BE IN ACCORDANCE WITH FLOODPLAIN ORDINANCE IN EFFECT AT THE TIME OF CONSTRUCTION APPLICATION.
- ALL OPEN SPACE, COMMON AREAS, GREENBELTS, DRAINAGE EASEMENTS OR OTHER AREAS IDENTIFIED AS PRIVATE SHALL BE THE RESPONSIBILITY OF OWNER OR OWNERS SUCCESSORS AND OR/ASSIGNS PROVIDED SUCH SUCCESSOR OR ASSIGN IS APPROVED BY THE CITY.

LAND USE DENSITY TABLE										
UNIT	TOTAL ACREAGE	LAND USE	DRAINAGE/OPEN SPACE (ACREAGE)	RESIDENTIAL ACREAGE	SF80/SF100 DIMENSIONS	NUMBER OF LOTS	DWELLING UNITS PER TOTAL ACRE	EXISTING ZONING	PROPOSED ZONING	APPROXIMATE UNIT SCHEDULE
1	32.31	SINGLE FAMILY RESIDENTIAL	14.12	18.19	80'X130' 100'X130'	51	1.58	GB/M-1	ENPDD	2020
2	29.69	SINGLE FAMILY RESIDENTIAL	14.99	14.70	80'X130' 100'X130'	48	1.62	GB/M-1	ENPDD	2021
3	32.41	SINGLE FAMILY RESIDENTIAL	15.89	16.52	80'X130' 100'X130'	0	1.27	GB/M-1	ENPDD	2020
4	22.01	SINGLE FAMILY RESIDENTIAL	12.78	9.23	80'X130' 100'X130'	0	1.04	GB/M-1	ENPDD	2021
5	22.48	SINGLE FAMILY RESIDENTIAL	3.79	18.69	80'X130' 100'X130'	0	2.00	GB/M-1	ENPDD	2022
6	31.75	SINGLE FAMILY RESIDENTIAL	8.39	23.36	80'X130' 100'X130'	0	1.67	GB/M-1	ENPDD	2023
7	33.36	SINGLE FAMILY RESIDENTIAL	14.41	18.95	80'X130' 100'X130'	0	1.17	GB/M-1	ENPDD	2024
TOTAL	204.00		84.37	119.64		300	1.47			



**UTILITY & STORM WATER NOTES:**

- CITY OF SCHERTZ WATER MAINS WILL BE EXTENDED FROM GRAYTOWN TO SERVE THIS SUBDIVISION.
- SARA SANITARY SEWER IS LOCATED IN THE FEMA FLOODPLAIN WITHIN THE PROJECT LIMITS.
- STORM WATER FROM THIS SUBDIVISION WILL DISCHARGE INTO THE ON SITE FEMA FLOODPLAIN.

**PROPERTY OWNERSHIP KEY**

- 1 TORRES DAVID & EVELYN S
- 2 BARNETT GLENN H & JANET K
- 3 RESERVE AT SCHERTZ HOMEOWNERS ASSOCIATION INC
- 4 RESERVE AT SCHERTZ HOMEOWNERS ASSOCIATION INC
- 5 MAIN FRANCIS SCOTT
- 6 RESERVE AT SCHERTZ HOMEOWNERS ASSOCIATION INC
- 7 ANTHONY MARGARET SARANDI & WILLIAM E ANTHONY
- 8 TAYLOR TYRON DALE & STOUTON-TAYLOR ROSLYN R
- 9 BREWSTER KEVIN I & EARNEY M
- 10 RESERVE AT SCHERTZ HOMEOWNERS ASSOCIATION INC
- 11 TINSON FERENIE & REGINALD
- 12 BEE WILLIAM & SHIRELENE
- 13 WEIR DANIEL F & ALAINA M
- 14 RESERVE AT SCHERTZ HOMEOWNERS ASSOCIATION INC
- 15 HUFFMAN MARSHALL
- 16 MILLER ALFRED & JO NELL
- 17 ROPER BURNIE L & LAWANDA L
- 18 RUFFIN JOEZEIT LATRICE
- 19 RICKS TIMOTHY & DORETHEA G
- 20 RAGAY DOMINADOR S & GRACE R
- 21 VINSON ALONZA & COURTLYN
- 22 PARSONS LYNN M
- 23 BOHANNON-BEY PAMELA & RUMEL
- 24 COSOROVE MATTHEW T
- 25 MUZNY ALAN G & BARBARA K
- 26 MELLO MARK T & MELLO JANET
- 27 MELLO MARK T & MELLO JANET
- 28 KGG ENTERPRISES
- 29 VELMA DEVELOPMENT LLC
- 30 VELMA DEVELOPMENT LLC
- 31 VELMA DEVELOPMENT LLC

**ENGINEER & DESIGNER:**  
PAPE-DAWSON ENGINEERS, INC.  
2000 NW LOOP 410  
SAN ANTONIO, TEXAS 78213  
OFFICE: (210) 375-9000  
FAX: (210) 375-9010

**DEVELOPER:**  
LADDIE DENTON  
BY: BITTERBLUE, INC  
11 LYNN BATTS LANE #100  
SAN ANTONIO, TEXAS 78218  
(210) 828-6131

**OWNER:**  
LEANNI DIPPER INVESTMENTS, LTD  
PO BOX 120217  
SAN ANTONIO, TEXAS 78212  
(210)-419-2467

PREPARED: AUGUST 19, 2020

**PAPE-DAWSON ENGINEERS**  
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000  
TBPES FIRM REGISTRATION #070 | TBPES FIRM REGISTRATION #108880

**GRAYTOWN SUBDIVISION SCHERTZ, TEXAS**  
CONCEPT PLAN

DATE	
NO. REVISION	
PLAT NO.	-
JOB NO.	11686-00
DATE	AUGUST 2020
DESIGNER	RD
CHECKED	BL DRAWN RD
SHEET	1 of 1



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### Graytown Valley Municipal Park

### Overall Conceptual Plan

#### Dixie Watkins III & Associates

Landscape Architecture  
Land Planning  
Natural & Cultural Resource Management  
11 Lynn Batts Lane, Suite 110  
San Antonio, Texas 78218  
(210) 824-7836 FAX 824-0128  
info@dwa-associates.com

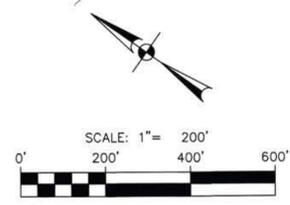
9-6-19 DW

TITLE

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SHEET

Sheet 2 of 2



**\*NOTE: All improvements outside of Phase One are for conceptual planning purposes only, and will be the responsibility of the City of Schertz**

# Graytown Valley Park, Overall Conceptual Plan



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### Graytown Valley Municipal Park

#### Phase One Improvements

#### Dixie Watkins III & Associates

Landscape Architecture  
 Land Planning  
 Natural & Cultural Resource Management  
 11 Lynn Batts Lane, Suite 110  
 San Antonio, Texas 78218  
 (210) 824-7836 FAX 824-0128  
 info@dwa-associates.com

9-5-19

TITLE

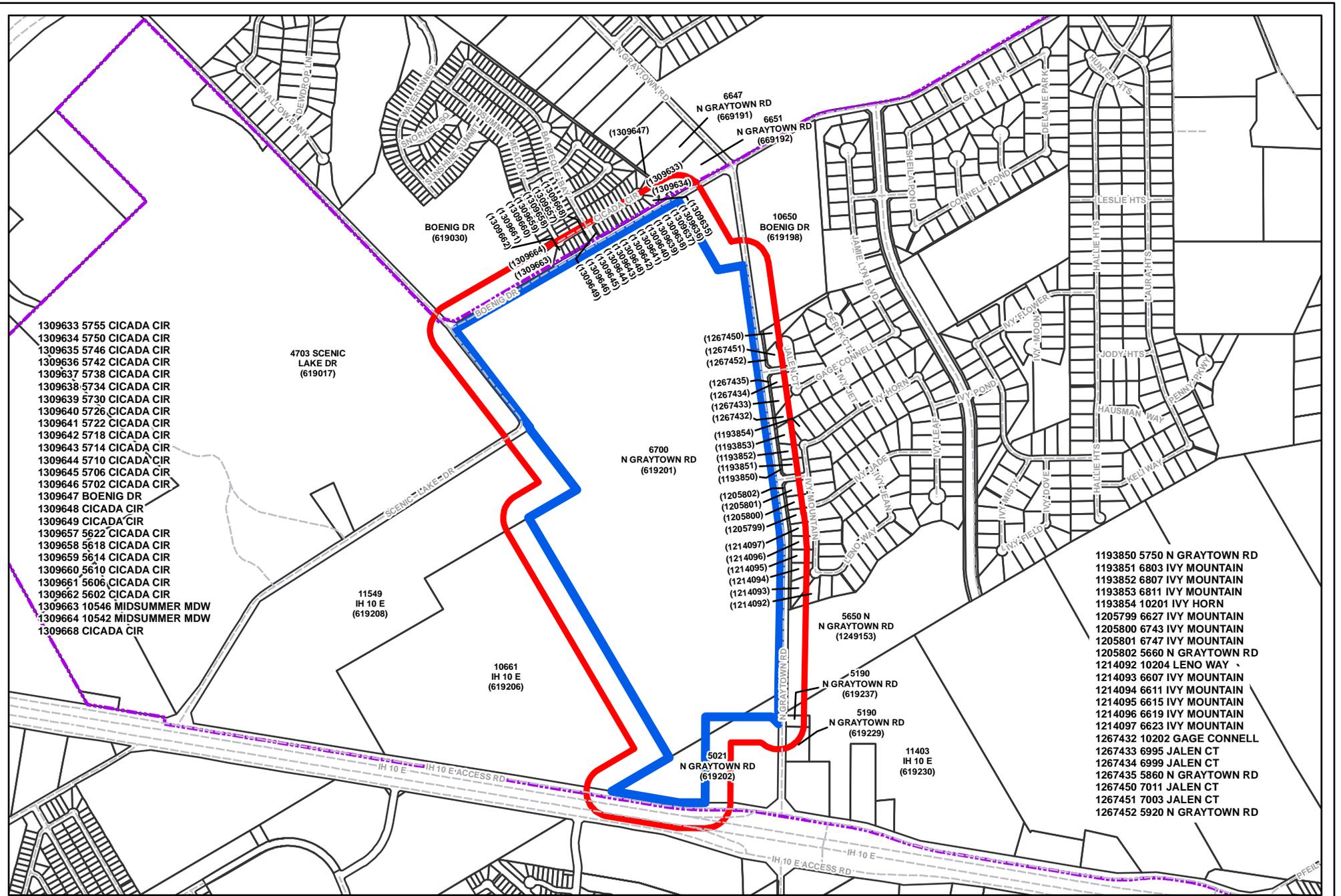
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SHEET

Sheet 1 of 2

# Graytown Valley Park, Phase One Improvements

Scale 1" = 50'



- 1309633 5755 CICADA CIR
- 1309634 5750 CICADA CIR
- 1309635 5746 CICADA CIR
- 1309636 5742 CICADA CIR
- 1309637 5738 CICADA CIR
- 1309638 5734 CICADA CIR
- 1309639 5730 CICADA CIR
- 1309640 5726 CICADA CIR
- 1309641 5722 CICADA CIR
- 1309642 5718 CICADA CIR
- 1309643 5714 CICADA CIR
- 1309644 5710 CICADA CIR
- 1309645 5706 CICADA CIR
- 1309646 5702 CICADA CIR
- 1309647 BOENIG DR
- 1309648 CICADA CIR
- 1309649 CICADA CIR
- 1309657 5622 CICADA CIR
- 1309658 5618 CICADA CIR
- 1309659 5614 CICADA CIR
- 1309660 5610 CICADA CIR
- 1309661 5606 CICADA CIR
- 1309662 5602 CICADA CIR
- 1309663 10546 MIDSUMMER MDW
- 1309664 10542 MIDSUMMER MDW
- 1309668 CICADA CIR

4703 SCENIC LAKE DR (619017)

11549 IH 10 E (619208)

10661 IH 10 E (619206)

6700 N GRAYTOWN RD (619201)

5021 N GRAYTOWN RD (619202)

5650 N GRAYTOWN RD (1249153)

5190 N GRAYTOWN RD (619237)

5190 N GRAYTOWN RD (619229)

11403 IH 10 E (619230)

6647 N GRAYTOWN RD (669191)

6651 N GRAYTOWN RD (669192)

10650 BOENIG DR (619198)

(1267450)

(1267451)

(1267452)

(1267435)

(1267434)

(1267433)

(1267432)

(1193854)

(1193853)

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(1205802)

(1205801)

(1205800)

(1205799)

(1214097)

(1214096)

(1214095)

(1214094)

(1214093)

(1214092)

- 1193850 5750 N GRAYTOWN RD
- 1193851 6803 IVY MOUNTAIN
- 1193852 6807 IVY MOUNTAIN
- 1193853 6811 IVY MOUNTAIN
- 1193854 10201 IVY HORN
- 1205799 6627 IVY MOUNTAIN
- 1205800 6743 IVY MOUNTAIN
- 1205801 6747 IVY MOUNTAIN
- 1205802 5660 N GRAYTOWN RD
- 1214092 10204 LENO WAY
- 1214093 6607 IVY MOUNTAIN
- 1214094 6611 IVY MOUNTAIN
- 1214095 6615 IVY MOUNTAIN
- 1214096 6619 IVY MOUNTAIN
- 1214097 6623 IVY MOUNTAIN
- 1267432 10202 GAGE CONNELL
- 1267433 6995 JALEN CT
- 1267434 6999 JALEN CT
- 1267435 5860 N GRAYTOWN RD
- 1267450 7011 JALEN CT
- 1267451 7003 JALEN CT
- 1267452 5920 N GRAYTOWN RD



Last Update: September 3, 2020  
 City of Schertz, GIS Specialist: Bill Gardner, gis@schertz.com (210) 619-1185  
 "The City of Schertz provides this Geographic Information System product "as is" without any express or implied warranty of any kind including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. In no event shall the City of Schertz be liable for any special, indirect or consequential damages or any damages whatsoever arising out of or in connection with the use of or performance of these materials. Information published in this product could include technical inaccuracies or typographical errors. Periodical changes may be made and information may be added to the information herein. The City of Schertz may make improvements and/or changes in the products described herein at any time."

# City of Schertz

## GRAYTOWN SUBDIVISION

### Master Development Plan



Parcel Boundaries



200' Notification Buffer



Schertz City Boundary



0 550 1,100 2,200 3,300 Feet



NOTICE OF PUBLIC HEARING

August 28, 2020

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on Wednesday, September 9, 2020 at 6:00 p.m. located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make recommendation on the following item:

ZC2020-006 - A request to rezone approximately 204 acres of land from General Business District (GB) and Manufacturing Light District (M-1) to Planned Development District (PDD), located southwest of Graytown Road, stretching between Interstate Highway 10 and Boenig Drive, City of Schertz, Bexar County, Texas, also known as Bexar County Property Identification Numbers 619201 and 619202.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. This form is used to calculate the percentage of landowners that support and oppose the request. You may return the reply form below prior to the first public hearing date by mail or personal delivery to Nick Kopyay, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, by fax (210) 619-1789, or by e-mail nkopyay@schertz.com. If you have any questions please feel free to call Nick Kopyay, Planner directly at (210) 619-1782.

Sincerely,

Nick Kopyay (handwritten signature)

Nick Kopyay
Planner

Reply Form

I am: in favor of [ ] strongly opposed to [X] neutral to [ ] the request for ZC2020-006

COMMENTS: We bought our property based off the location which still has the country feel to it

NAME: Jeff Gershen (PLEASE PRINT) SIGNATURE (handwritten signature)

STREET ADDRESS: 10201 Ivy Horn Schertz, TX 78154

DATE: 31 August 2020

and the unobstructed view from our backyard. Don't take that away from us!

**NOTICE OF PUBLIC HEARING**

August 28, 2020

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, September 2, 2020** at **5:00 PM**, located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building 04, Schertz, Texas to consider and make recommendation on the following item:

**ZC2008-008** - A request to rezone approximately 204 acres of land from General Business District (GB) and Manufacturing Light District (M-L) to Planned Development District (PDD), located southwest of Greentown Road, stretching between Interstate Highway 10 and Boeing Drive, City of Schertz, Bexar County, Texas, also known as Bexar County Property Identification Numbers 810201 and 810202.

The Planning and Zoning Commission would like to hear from you about the request and invites you to attend the public hearing. This form is used to calculate the percentage of landowners that support and oppose the request. You may return the reply form below prior to the first public hearing. Send by mail or personal delivery to Nick Kuydos, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, by fax (214) 619-1789, or by e-mail ([nkuydos@schertz.com](mailto:nkuydos@schertz.com)). If you have any questions please feel free to call Nick Kuydos, Planner directly at (214) 619-1784.

Sincerely,

*Nancy S. Kuydos*

Nick Kuydos  
Planner

Reply Form

I am  **OPPOSE**  **SUPPORT**  **NEUTRAL** the request for **ZC2008-008**

COMMENTS:

NAME James Gove Jr. owner James Gove Jr.

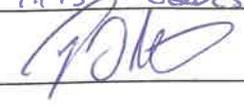
STREET ADDRESS 10317 Ivy Jade

CITY 659000

Reply Form

I am:  in favor of  opposed to  neutral to  the request for ZC2020-006

COMMENTS: PLEASE PASS AND FAVOR THIS REQUEST.

NAME: JOHN F SCHERTZ SIGNATURE   
(PLEASE PRINT)

STREET ADDRESS: P.O. Box 120217, SAN ANTONIO, TX 78212

DATE: 8.31.20



NOTICE OF PUBLIC HEARING

August 28, 2020

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on Wednesday, September 9, 2020 at 6:00 p.m. located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make recommendation on the following item:

ZC2020-006 – A request to rezone approximately 204 acres of land from General Business District (GB) and Manufacturing Light District (M-1) to Planned Development District (PDD), located southwest of Graytown Road, stretching between Interstate Highway 10 and Boenig Drive, City of Schertz, Bexar County, Texas, also known as Bexar County Property Identification Numbers 619201 and 619202.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. This form is used to calculate the percentage of landowners that support and oppose the request. You may return the reply form below prior to the first public hearing date by mail or personal delivery to Nick Kopyay, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, by fax (210) 619-1789, or by e-mail nkopyay@schertz.com. If you have any questions please feel free to call Nick Kopyay, Planner directly at (210) 619-1782.

Sincerely,

Nick Kopyay (handwritten signature)

Nick Kopyay
Planner

Reply Form

I am: in favor of [ ] opposed to [X] neutral to [ ] the request for ZC2020-006

COMMENTS: Only would approve if lots are 1/2 acre or larger

NAME: Daniel Weir (PLEASE PRINT) SIGNATURE (handwritten signature)

STREET ADDRESS: 6803 Ivy mtw

DATE: 9-6-2020

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** October 27, 2020  
**Department:** City Secretary  
**Subject:** Workshop Discussion and Update (Ordinance 20-H-18) - Discussion and update regarding the COVID-10 virus and our current Ordinance No. 20-H-18 Declaration of Local Disaster. (M. Browne/K. Long)

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**BACKGROUND**

Staff will provide Council with an update regarding the COVID-19 Virus. Discussion will include the recent Executive Order 29 relating to the use of face coverings.

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**Attachments**

Revised 20-H-18

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## **Ordinance No. 20-H-18**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SCHERTZ TO SUPERSEDE ORDINANCE 20-H-15; EXTENDING A DECLARATION OF LOCAL DISASTER; RESTRICTING CERTAIN ACTIVITIES; ESTABLISHING PENALTIES FOR VIOLATIONS. PROVIDING AN EFFECTIVE DATE AND DECLARING AN EMERGENCY; FIRST AND FINAL READING**

**WHEREAS**, in December 2019 a novel coronavirus, now designated COVID-19, was detected in Wuhan City, Hubei Province, China. Symptoms of COVID-19 include fever, cough, and shortness of breath. Outcomes have ranged from mild to severe illness, and in some cases death; and

**WHEREAS**, on January 20, 2020, the World Health Organization (WHO) Director General declared the outbreak of COVID-19 as a Public Health Emergency of International Concern (PHEIC), advising countries to prepare for the containment, detection, isolation and case management, contact tracing and prevention of onward spread of the disease; and

**WHEREAS**, on March 13, 2020, President Trump declared a state of emergency due to COVID- 19; and

**WHEREAS**, President Trump has invoked the Stafford Act, which will allow state and local governments to access federal disaster relief funds; and

**WHEREAS**, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying that COVID-19 poses an imminent threat of disaster for counties in the state of Texas; and

**WHEREAS**, the Texas Department of State Health Services has now determined that, as of March 19, 2020, COVID- 19 represents a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

**WHEREAS**, to date, there have been 48,693 confirmed positive cases in Texas; and

**WHEREAS**, the crisis that is now a pandemic has infected 4,805,430 people around the world resulting in 318,554 deaths, with 1,537,830 cases confirmed in the United States; and

**WHEREAS**, on March 31, 2020 Governor Abbott issued GA-14 superseding local authority invoked under Chapter 418 of the Government Code, and Chapter 81 and 122 of the Health and Safety Code where local order conflict with GA-14 or any previous order of the Governor related to the pandemic;

**WHEREAS**, also on April 17, 2020, Governor Abbott issued Executive Order GA-16 to replace Executive Order GA- 14, and while Executive Order GA- 16 generally continued through April 30, 2020, the same social-distancing restrictions and other obligations for Texans according to federal guidelines, it offered a safe, strategic first step to Open Texas, including permitting retail pick-up and delivery services; and

**WHEREAS**, Texas must continue to protect lives while restoring livelihoods, both of which can be achieved with the expert advice of medical professionals and business leaders and the continued gradual reopening of Texas pursuant to GA-18- GA-23 and subsequent orders of the Governor; and

**WHEREAS**, pursuant to the Texas Disaster Act of 1975, the Mayor is designated as the Emergency Management Director of the City of Schertz, and may exercise the powers granted by the governor on an appropriate local scale; and

**WHEREAS**, Ralph Gutierrez, the Mayor of the City of Schertz previously determined and declared that extraordinary and immediate measures must be taken to respond quickly, prevent and alleviate the suffering of people exposed to and those infected with the virus, as well as those that could potentially be impacted by COVID-19;

**WHEREAS**, a declaration of local disaster and public health emergency includes the ability to reduce the possibility of exposure to disease, control the risk, promote health, compel persons to undergo additional health measures that prevent or control the spread of disease, including isolation, surveillance, quarantine, or placement of persons under public health observation, including the provision of temporary housing or emergency shelters for persons misplaced or evacuated and request assistance from the governor of state resources.

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

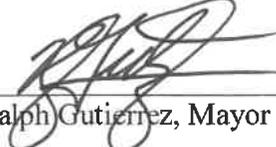
- Section 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council.
- Section 2. That the local state of disaster and public health emergency originally declared by Mayor Ralph Gutierrez for the City of Schertz, Texas, pursuant to §418.108(a) of the Texas Government Code and renewed and extended to May 26, 2020 at 11:59 p.m. by City Council Ordinance 20-H-15 pursuant to §418.108(b) of the Government Code, including all rules and regulations, is hereby further amended and extended until the Disaster Declaration put in place by Governor Abbott for the State of Texas expires.
- Section 3. Pursuant to §418.108(c) of the Government Code, this declaration of a local state of disaster and public health emergency shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
- Section 4. Pursuant to §418.108(d) of the Government Code, this declaration of a local state of disaster and public health emergency activates the City of Schertz, Texas, emergency management plan.
- Section 5. All ordinances 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 herein except those portions deemed to conflict with any emergency orders of Governor Abbott.

- Section 6. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 7. If any provision of this 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 Council hereby declares that this Ordinance would have been enacted without such invalid provision.
- Section 8. 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, Texas Government Code, as amended.
- Section 9. Should Governor Abbott lift the statewide disaster declaration and orders now in place prior to the date of expiration stated herein, this ordinance shall no longer be subject to enforcement by the City and shall be repealed by the City Council at the first legally posted meeting thereafter.
- Section 10. Any peace officer or other person with lawful authority is further authorized to enforce the provisions of this Ordinance or the orders of the Governor in accordance with the authority granted under the Texas Disaster Act of 1975, as applicable, which allows a fine not to exceed \$1000.00 and confinement not to exceed 180 days pursuant to Government Code 418.173.
- Section 11. This Ordinance shall be in force and effect from its first and final passage, and any publication required by law.

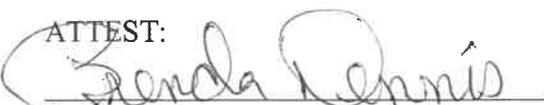
**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ TEXAS THIS ORDINANCE WAS PASSED, ON FIRST AND FINAL READING, THE 23<sup>rd</sup> DAY OF JUNE 2020.**

CITY OF SCHERTZ, TEXAS

By: \_\_\_\_\_

  
Ralph Gutierrez, Mayor

ATTEST:

  
Brenda Dennis, City Secretary

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** October 27, 2020  
**Department:** City Secretary  
**Subject:** November 3, 2020, Election Updates - City of Schertz November 3, 2020, Early voting location dates and times for Bexar, Comal, and Guadalupe County as well as County Election day vote center information and sample ballot information. (B. Dennis)

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**BACKGROUND**

Attached is a copy of the early voting location dates and times - note the additional Saturday and Sunday early voting times, as well as election day vote center information for Bexar, Comal, and Guadalupe Counties. Also included are sample ballots for each county. You may also view your sample ballot on-line at each county below:

Guadalupe: <https://www.co.guadalupe.tx.us/elections/index.php?content=SBlookupform>

Comal County: [https://www.co.comal.tx.us/Vote/2020/11-03-2020/Sample\\_Ballots.htm](https://www.co.comal.tx.us/Vote/2020/11-03-2020/Sample_Ballots.htm)

Bexar County - Generic Sample

Ballot: <https://www.bexar.org/DocumentCenter/View/4570/Generic-Sample-Ballot-PDF>

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**Attachments**

Election EV & ED locations  
Guadalupe County Sample ballot  
Comal County 202 Sample ballot  
Comal County 301 Sample ballot  
Bexar County Sample ballot

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# Are You Ready for the November 3 Election?

## NOTICE OF GENERAL ELECTION

To the registered voters of the City of Schertz: Notice is hereby given that the polling places listed below will be open from **7:00 a.m. to 7:00 p.m., November 3, 2020**, for voting in the general election to elect Councilmembers for Place 3, Place 4 and Place 5. Early voting begins Tuesday, October 13, 2020 and ends Friday, October 30, 2020.

Applications for ballot by mail shall be mailed to: Comal County Early Voting Clerk, Bobbie Koepp, 396 N. Seguin Ave., New Braunfels, Texas 78130; Guadalupe County Early Voting Clerk, Lisa Hayes, P.O. Box 1346, Seguin, Texas 78156- 1346; Bexar County Early Voting Clerk, Jacque Callanen, 1103 S. Frio, Ste. 100, San Antonio, Texas 78207-9950. Applications for ballots by mail must be received no later than the close of business on October 23, 2020.

The last day to submit voter registration application in time to vote at the November 3, 2020 election or for requesting a transfer of registration is October 5, 2020.

### EARLY VOTING POLLING LOCATIONS: OCT. 13 – OCT. 30, 2020

#### Guadalupe County

##### Hours:

- Oct. 13 – 16, 8:00 a.m. – 5:00 p.m.
- Oct. 17, 7:00 a.m. – 7:00 p.m.
- Oct. 18, 1:00 p.m. – 6:00 p.m.
- Oct. 19 – 24, 7:00 a.m. – 7:00 p.m.
- Oct. 25, 1:00 p.m. – 6:00 p.m.
- Oct. 26 – 30, 7:00 a.m. – 7:00 p.m.

\* Emergency and limited ballots available at this location only

##### Early Voting Polling Locations:

SEGUIN ELECTIONS OFFICE\*  
215 S. Milam St.  
Seguin, TX 78155

CENTRAL TEXAS  
TECHNOLOGY CENTER  
2189 FM 758  
New Braunfels, TX 78130

CIBOLO FIRE STATION #2  
3864 Cibolo Valley Dr.  
Cibolo, TX 78108

FORMER SCHERTZ  
ELECTION OFFICE  
1101 Elbel Road  
Schertz, TX 78154

GRACE MEMORIAL CHURCH  
3240 FM 725  
New Braunfels, TX 78130

NEW BERLIN CITY HALL  
9180 FM 775  
New Berlin, TX 78121

SCHERTZ ELECTIONS  
OFFICE ANNEX  
1101 Elbel Rd.  
Schertz, TX 78154

SEGUIN ISD  
ADMINISTRATION BUILDING  
1221 E. Kingsbury St.  
Seguin, TX

SELMA CITY HALL  
9375 Corporate Drive  
Selma, TX 78154

*Applications for ballot by mail shall be mailed to: Lisa Hayes, Elections Administrator, P. O. Box 1346, Seguin, TX 78156. Applications for ballot by mail must be received no later than the close of business on October 23, 2020.*

#### Comal County

##### Hours:

- Oct. 13 – 16, 8:00 a.m. – 6:00 p.m.
- Oct. 17, 7:00 a.m. – 7:00 p.m.
- Oct. 18, 1:00 p.m. – 6:00 p.m.
- Oct. 19 – 24, 7:00 a.m. – 7:00 p.m.
- Oct. 25, 1:00 p.m. – 6:00 p.m.
- Oct. 26 – 30, 7:00 a.m. – 7:00 p.m.

\* Emergency and limited ballots available at this location only

\*\* The Garden Ridge Community Center location will only be open until 5:30 p.m. on October 14 and October 28.

##### Early Voting Polling Locations:

COMAL COUNTY ELECTION  
OFFICE\*  
396 N. Seguin Ave.  
New Braunfels, TX 78130

COMAL COUNTY OFFICES  
– BULVERDE ANNEX, JP2  
COURT ROOM  
30470 Cougar Bend  
Bulverde, TX 78163

COMAL COUNTY OFFICES  
– GOODWIN ANNEX,  
TRAINING ROOM  
1297 Church Hill Dr.  
New Braunfels, TX 78130

CRRC OF CANYON LAKE  
ROOM 1  
1917 FM 2673  
Canyon Lake, TX 78133

GARDEN RIDGE  
COMMUNITY CENTER\*\*  
WILDFLOWER ROOM  
9500 Municipal Parkway  
Garden Ridge, TX 78266

MAMMEN FAMILY PUBLIC  
LIBRARY, MEETING ROOM A  
131 Bulverde Crossing  
Bulverde, TX 78163

ST. FRANCIS BY THE LAKE  
EPISCOPAL CHURCH  
121 Spring Mountain Dr.  
Canyon Lake, TX 78133

*Applications for ballot by mail shall be mailed to: Comal County Early Voting Clerk, Bobbie Koepp, 396 N. Seguin Ave., New Braunfels, TX 78130. Applications for ballots by mail must be received no later than the close of business on October 23, 2020.*



# EARLY VOTING POLLING LOCATIONS: OCT. 13 – OCT. 30, 2020, contd.

## Bexar County

### Hours:

- Oct. 13 – 16  
8:00 a.m. – 6:00 p.m.
- Oct. 17  
10:00 a.m. – 6:00 p.m.
- Oct. 18  
12:00 p.m. – 6:00 p.m.
- Oct. 19 – 23  
8:00 a.m. – 6:00 p.m.
- Oct. 24  
8:00 a.m. – 8:00 p.m.
- Oct. 25  
12:00 p.m. – 6:00 p.m.
- Oct. 26 – 30  
8:00 a.m. – 8:00 p.m.

\* DEAFLINK available for the hearing impaired.

### Early Voting Polling Locations:

BEXAR COUNTY ELECTION DEPT\*  
1103 S. Frio

ALZAFAR SHRINE AUDITORIUM  
901 N. Loop 1604 W

AT&T CENTER  
1 AT&T Center Parkway

BROOKHOLLOW LIBRARY  
530 Heimer Rd.

CASTLE HILLS CITY HALL  
(COMMUNITY ROOM)  
209 Lemonwood Dr.

CLAUDE BLACK CENTER  
2805 East Commerce

CODY LIBRARY  
11441 Vance Jackson

COLLINS GARDEN LIBRARY  
200 North Park

COPERNICUS COMMUNITY  
CENTER  
5003 Lord Rd.

CORTEZ LIBRARY  
2803 Hunter Blvd

ENCINO PARK LIBRARY  
2515 East Evans Rd.

FAIR OAKS RANCH CITY HALL  
(COUNCIL CHAMBERS)  
7286 Dietz Elkhorn

FRANK GARRETT MULTI  
CENTER  
1226 NW 18TH St

GRANADOS ADULT AND  
SENIOR CENTER  
500 Freiling

GREAT NORTHWEST LIBRARY  
9050 Wellwood

HARLANDALE CIVIC CENTER  
115 W. Southcross

HELOTES CITY HALL  
12951 Bandera Rd

HENRY A. GUERRA, JR. LIBRARY  
7978 W Military Dr.

JOHN IGO LIBRARY  
13330 Kyle Seale Pkwy.

JOHNSTON LIBRARY  
6307 Sun Valley Dr.

JULIA YATES SEMMES LIBRARY  
@ Comanche Lookout Park  
15060 Judson Rd.

KIRBY CITY HALL  
112 Bauman St

LAS PALMAS LIBRARY  
515 Castroville Rd.

LEON VALLEY CONFERENCE  
CENTER  
6421 Evers Rd.

LION'S FIELD  
2809 Broadway

MAURY MAVERICK, JR. LIBRARY  
8700 Mystic Park

MCCRELESS LIBRARY  
1023 Ada St.

MEMORIAL LIBRARY  
3222 Culebra

MISSION LIBRARY  
3134 Roosevelt Ave.

NORTHSIDE ACTIVITY CENTER  
7001 Culebra

NORTHWEST VISTA COLLEGE  
3535 N Ellison Dr.

OLD CONVERSE CITY HALL  
405 S. Seguin Rd

OLMOS CITY HALL  
120 El Prado W.

OUR LADY OF THE LAKE  
UNIVERSITY  
411 S. W. 24th St.

PALO ALTO COLLEGE  
(PERFORMING ARTS CENTER)  
1400 W. Villaret Blvd.

PARMAN LIBRARY@Stone Oak  
20735 Wilderness Oak

SAN ANTONIO COMMUNITY  
COLLEGE (VICTORY CENTER)  
1802 N. Main

SCHAEFER LIBRARY  
6322 US Hwy 87 E.

SHAVANO PARK CITY HALL  
(COUNCIL CHAMBER)  
900 Saddletree Ct.

SOMERSET CITY HALL  
7360 E. 6th, Somerset

SOUTHSIDE ISD ADMIN. BLDG  
1460 Martinez-Losoya Rd.

SOUTHWEST ISD ADMIN BLDG  
11914 Dragon Lane

ST. PAUL COMMUNITY CENTER  
1201 Donaldson Ave.

THOUSAND OAKS/EL SENDERO  
LIBRARY  
4618 Thousand Oaks

TOBIN LIBRARY @OAKWELL  
4134 Harry Wurzbach

UNIVERSAL CITY LIBRARY  
100 Northview Dr.

UTSA  
1 UTSA Blvd

WINDCREST TAKAS PARK CIVIC  
CENTER  
9310 Jim Seal Dr.

WONDERLAND MALL OF THE  
AMERICAS @ CROSSROADS  
4522 Fredericksburg

Applications for ballot by mail shall be mailed to: Bexar County Early Voting Clerk, Jacque Callanen, 1103 S. Frio, Ste. 100, San Antonio, TX 78207. Applications for ballots by mail must be received no later than the close of business on October 23, 2020. For more information contact the office of the Bexar County Elections Administrator at (210) 335-VOTE (8683).

# ELECTION DAY VOTING CENTERS: NOV. 3, 2020, 7:00 A.M. – 7:00 P.M.

## Guadalupe County

VC #1 MCQUEENEY LIONS CLUB  
3211 FM 78, McQueeney

VC #2 VOGEL ELEMENTARY SCHOOL  
16121 FM 725, Seguin

VC #3: SEGUIN ISD ADMIN BLDG.  
1221 E. Kingsbury, Seguin  
(previously Remarkable Healthcare)

VC #4 FOREST HILLS BAPTIST CHURCH  
8251 FM 1117, Seguin

VC #5 JUSTICE OF THE PEACE COURT,  
PCT. 1  
2405 E. US Hwy 90, Seguin

VC #6 KINGSBURY UNITED  
METHODIST CHURCH  
7035 FM 2438, Kingsbury

VC #7 STAPLES BAPTIST CHURCH  
10020 FM 621, Staples

VC #8 MARANATHA FELLOWSHIP HALL  
2356 S. Hwy. 80, Luling

VC #9 TLU ALUMNI STUDENT CENTER,  
CONFERENCE ROOMS A/B  
1109 University St., Seguin  
(previously Jackson Park Student Activity Center @ TLU)

VC #10 GRACE MEMORIAL CHURCH  
3240 FM 725, New Braunfels

VC #11 MCQUEENEY VFW POST 9213  
275 Gallagher, McQueeney

VC #12 COLUMBUS CLUB OF SEGUIN  
1015 S. Austin St., Seguin

VC #13 OUR LADY OF GUADALUPE  
CHURCH ANNEX  
730 N. Guadalupe St. Seguin

VC #14 WESTSIDE BAPTIST CHURCH  
1208 N. Vaughan St., Seguin

VC #15 AMERICAN LEGION HALL  
618 E. Kingsbury, Seguin

VC #16 GERONIMO  
COMMUNITY CENTER  
280 Navarro Dr., Geronimo

VC #17 ST. JOSEPH'S MISSION  
5093 Redwood Rd., San Marcos

VC #18 THE SILVER CENTER  
510 E. Court St., Seguin  
VC #19 CENTRAL TEXAS TECH. CENTER  
2189 FM 758, New Braunfels

VC #20 THE CROSS CHURCH  
814 N. Bauer, Seguin

VC #21 SANTA CLARA CITY HALL  
1653 N. Santa Clara Rd., Santa Clara

VC #22 MARION DOLFORD  
LEARNING CENTER  
200 W. Schlather Ln., Cibolo

VC #23 SCHERTZ ELECTIONS OFFICE  
1101 Elbel Rd., Schertz

VC #24 SCHERTZ UNITED  
METHODIST CHURCH  
3460 Roy Richard Dr., Schertz

VC #25 SELMA CITY HALL  
9375 Corporate Dr., Selma

VC #26 CROSSPOINT  
FELLOWSHIP CHURCH  
2600 Roy Richard Dr., Schertz

VC #27 IMMACULATE CONCEPTION  
CATHOLIC CHURCH  
212 N. Barnett St., Marion

VC #28 SCHERTZ COMMUNITY CENTER  
1400 Schertz Pkwy., Schertz

VC #29 GUADALUPE COUNTY SERVICES  
CENTER, 1052 FM 78, Schertz

VC #30 SCHERTZ COMMUNITY  
CENTER NORTH  
3501 Morning Dr., Cibolo

VC #31 ST. JOHN'S LUTHERAN CHURCH  
606 S. Center St., Marion

VC #32 NEW BERLIN CITY HALL  
9180 FM 775, New Berlin

VC #33 NBISD TRANSP. BLDG  
2621 Klein Road, New Braunfels  
(previously Klein Road Elementary School)

VC #34 CIBOLO FIRE STATION #2  
3864 Cibolo Valley Dr., Cibolo

VC #35 LIVING WATERS WORSHIP CENTER  
3325 N. State Hwy 46, Seguin

## Comal County

VC #1 COMAL COUNTY SENIOR CITIZENS  
CENTER  
665 Landa, New Braunfels

VC #2 MAMMEN FAMILY PUBLIC LIBRARY  
131 Bulverde Crossing, Bulverde

VC #3 FREEDOM FELLOWSHIP CHURCH  
410 Oak Run Point, New Braunfels

VC #4 TYE PRESTON MEMORIAL LIBRARY  
16311 South Access Rd., Canyon Lake

VC #5 CANYON SPRINGS RESORT  
CLUBHOUSE  
691 Canyon Springs Dr., Canyon Lake

VC #6 EMERGENCY SERVICES DISTRICT  
NO. 4 FIRE STATION NO. 4  
215 Rebecca Creek Road, Canyon Lake

VC #7 VINTAGE OAKS AMENITY CENTER  
1250 Via Principale, New Braunfels

VC #8 LAKESIDE GOLF CLUB  
405 Watts Lane, Canyon Lake

VC #9 CHRIST OUR KING ANGLICAN  
CHURCH  
115 Kings Way, New Braunfels

VC #10 COMAL COUNTY OFFICES,  
BULVERDE ANNEX, JP 2 COURTROOM  
30470 Cougar Bend, Bulverde

VC #11 JAY F. FEIBELMAN GARDEN  
RIDGE COMMUNITY CENTER,  
WILDFLOWER ROOM  
9500 Municipal Parkway, Garden Ridge

VC #12 BULVERDE/SPRING BRANCH FIRE  
& EMS @ JOHNSON RANCH  
30475 Johnson Way, Bulverde

VC #13 CIBOLO CREEK COMMUNITY  
CHURCH  
30395 Ralph Fair Rd., Boerne

VC #14 WESTSIDE COMMUNITY  
CENTER, GYM  
2932 S. IH 35, New Braunfels

VC #15 KNIGHTS OF COLUMBUS HALL,  
LARGE ROOM  
111 Landa St., New Braunfels

VC #16 NEW BRAUNFELS LIBRARY, LARGE  
MEETING ROOM  
700 E. Common, New Braunfels



## ELECTION DAY VOTING CENTERS: NOV. 3, 2020, 7:00 A.M. – 7:00 P.M., contd.

VC #17 COMAL COUNTY OFFICES,  
GOODWIN ANNEX, TRAINING ROOM  
1297 Church Hill Dr., New Braunfels

VC #18 NEW BRAUNFELS CHRISTIAN  
CHURCH, FELLOWSHIP HALL  
734 N. Loop 337, New Braunfels

VC #19 THE VENUE AT CREEKSIDE,  
LARGE ROOM  
2032 Central Plaza, New Braunfels

VC #20 ST. FRANCIS BY THE LAKE  
EPISCOPAL CHURCH, LARGE ROOM  
121 Spring Mountain Dr., Canyon Lake

VC #21 NORTH SHORE UNITED  
METHODIST CHURCH  
23880 N. Cranes Mill Rd. Canyon Lake

VC #22 CHRIST PRESBYTERIAN  
CHURCH, AUDITORIUM  
1620 Common, New Braunfels

VC #23 REBECCA CREEK BAPTIST  
CHURCH  
11755 Hwy 281 N., Spring Branch

VC #24 RIVER CHASE CLUBHOUSE  
436 River Chase Way, New Braunfels

**VOTE**

**ANY REGISTERED  
VOTER CAN VOTE ON  
ELECTION DAY AT  
ANY ELECTION DAY  
VOTING CENTER (VC)  
IN THE COUNTY IN  
WHICH THEY RESIDE.**

### Bexar County

VC #1 SAN ANTONIO HOUSING  
AUTHORITY  
818 S. Flores, San Antonio

VC #2 ST. LEO CATHOLIC CHURCH (HALL)  
4423 S. Flores, San Antonio

VC #3 BURBANK HIGH SCHOOL  
1002 Edwards St., San Antonio

VC #4 ST. JAMES CATHOLIC CHURCH  
907 W. Theo Ave., San Antonio

VC #5 GRAEBNER ELEMENTARY SCHOOL  
530 Hoover Ave., San Antonio

VC #6 JOHN GLENN ELEMENTARY  
SCHOOL  
2385 Horal Dr., San Antonio

VC #7 ADAMS ELEMENTARY SCHOOL  
135 E. Southcross, San Antonio

VC #8 MISSION LIBRARY  
3134 Roosevelt Ave., San Antonio

VC #9 WRIGHT ELEMENTARY SCHOOL  
115 E. Huff Ave., San Antonio

VC #10 RAYBURN ELEMENTARY SCHOOL  
635 Rayburn Dr., San Antonio

VC #11 COLLIER ELEMENTARY SCHOOL  
834 W. Southcross, San Antonio

VC #12 PEASE MIDDLE SCHOOL  
201 Hunt Ln., San Antonio

VC #13 DWIGHT MIDDLE SCHOOL  
2454 W. Southcross, San Antonio

VC #14 BRENTWOOD MIDDLE SCHOOL  
1626 W. Thompson Pl., San Antonio

VC #15 GARDENDALE ELEMENTARY  
SCHOOL  
1731 Dahlgreen Ave., San Antonio

VC #16 RALPH LANGLEY ELEMENTARY  
SCHOOL  
14185 Bella Vista, San Antonio

VC #17 JOHNSTON LIBRARY  
6307 Sun Valley Dr., San Antonio

VC #18 FRANK MADLA ELEMENTARY  
SCHOOL  
6100 Royalgate Dr., San Antonio

VC #19 FIVE PALMS ELEMENTARY  
SCHOOL  
7138 Five Palms Dr., San Antonio

VC #20 DIVINE PROVIDENCE  
CATHOLIC CHURCH  
5667 Old Pearsall Rd., San Antonio

VC #21 MIGUEL CARRILLO, JR.  
ELEMENTARY SCHOOL  
500 Price Ave., San Antonio

VC #22 PALO ALTO ELEMENTARY SCHOOL  
1725 Palo Alto Rd., San Antonio

VC #23 SOUTH SAN ANTONIO HIGH  
SCHOOL  
7535 Barlite Blvd., San Antonio

VC #24 RAMIREZ COMMUNITY CENTER  
1011 Gillette Blvd., San Antonio

VC #25 SOUTH PARK MAIL  
2310 SW Military Dr., San Antonio

VC #26 VESTAL ELEMENTARY SCHOOL  
1111 W. Vestal Pl., San Antonio

VC #27 GILLETTE ELEMENTARY SCHOOL  
625 Gillette Blvd., San Antonio

VC #28 PRECINCT 1 SATELLITE OFFICE  
3505 Pleasanton Rd., San Antonio

VC #29 KINGSBOROUGH MIDDLE SCHOOL  
422 Ashley Rd., San Antonio

VC #30 VIRGINIA MYERS ELEMENTARY  
SCHOOL  
3031 Village Pkwy, San Antonio

VC #31 CITY OF SANDY OAKS MUNICIPAL  
BUILDING  
4451 Hickory Haven, Elmendorf

VC #32 MISSION DEL LAGO COMMUNITY  
CENTER  
2301 Del Lago Pkwy, San Antonio

VC #33 TEXAS A&M SAN ANTONIO  
One University Way, San Antonio

VC #34 BOB HOPE ELEMENTARY SCHOOL  
3022 Reforma Dr., San Antonio

VC #35 SOMERSET ISD CENTRAL OFFICE  
HIGH SCHOOL/CITY HALL  
7791 6th St., Somerset

VC #36 SOUTHWEST ISD ADMIN  
BUILDING  
11914 Dragon Ln., San Antonio

## ELECTION DAY VOTING CENTERS: NOV. 3, 2020, 7:00 A.M. – 7:00 P.M., contd.

VC #37 ADAMS HILL ELEMENTARY SCHOOL  
9627 Adams Hill Dr., San Antonio

VC #38 OTT ELEMENTARY SCHOOL  
100 N. Groesenbacher, San Antonio

VC #39 ALAN SHEPARD MIDDLE SCHOOL  
5558 Ray Ellison Blvd., San Antonio

VC #40 LOWELL MIDDLE SCHOOL  
919 Thompson Pl., San Antonio

VC #41 DR. WINN MURNIN ELEMENTARY SCHOOL  
9019 Dugas, San Antonio

VC #42 HATCHETT ELEMENTARY SCHOOL  
10700 Ingram Rd., San Antonio

VC #43 BLUE SKIES OF TEXAS WEST  
5100 John D. Ryan Blvd., San Antonio

VC #44 BIG COUNTRY ELEMENTARY SCHOOL  
2250 Pue Rd., San Antonio

VC #45 LEWIS ELEMENTARY SCHOOL  
1000 Seascape, San Antonio

VC #46 MARY HULL ELEMENTARY SCHOOL  
7320 Remuda St., San Antonio

VC #47 WESTWOOD TERRACE ELEMENTARY SCHOOL  
2315 Hackamore Lane, San Antonio

VC #48 MEADOW VILLAGE ELEMENTARY SCHOOL  
1406 Meadow Way Dr., San Antonio

VC #49 HENRY A GUERRA, JR. LIBRARY  
7978 Military Drive W, San Antonio

VC #50 PERALES ELEMENTARY SCHOOL  
1507 Ceralvo St., San Antonio

VC #51 MISSION ACADEMY  
9210 South Presa, San Antonio

VC #52 SPICEWOOD PARK ELEMENTARY SCHOOL  
11303 Tilson Dr., San Antonio

VC #53 VALE MIDDLE SCHOOL  
2120 N. Ellison Dr., San Antonio

VC #54 NORTHWEST VISTA COLLEGE  
3535 N. Ellison Dr., San Antonio

VC #55 EVERS ELEMENTARY SCHOOL  
1715 Richland Hills Dr., San Antonio

VC #56 ED CODY ELEMENTARY SCHOOL  
10403 Dugas Dr., San Antonio

VC #57 FREEDOM ELEMENTARY SCHOOL  
3845 S Loop 1604 E, San Antonio

VC #58 CARLOS COON ELEMENTARY SCHOOL  
3110 Timber View Dr., San Antonio

VC #59 SOUTHSIDE ISD ADMIN BLDG (BOARD ROOM)  
1460 Martinez-Losoya Rd., San Antonio

VC #60 GALM ELEMENTARY SCHOOL  
1454 Saxon Hill, San Antonio

VC #61 BOBBYE BEHLAU ELEMENTARY SCHOOL  
2355 Camplight Way, San Antonio

VC #62 RABA ELEMENTARY SCHOOL  
9740 Raba, San Antonio

VC #63 MARY MICHAEL ELEMENTARY SCHOOL  
3155 Quiet Plain, San Antonio

VC #64 LIECK ELEMENTARY SCHOOL  
12600 Reid Ranch, San Antonio

VC #65 MIRELES ELEMENTARY SCHOOL  
12260 Rockwall Mill, San Antonio

VC #66 JOHN HOFFMANN ELEMENTARY SCHOOL  
12118 Volunteer Parkway, San Antonio

VC #67 COLE ELEMENTARY SCHOOL  
13185 Tillman Ridge, San Antonio

VC #68 BEXAR COUNTY ELECTIONS  
1103 S. Frio, San Antonio

VC #69 LANIER HIGH SCHOOL  
1514 W. Cesar E. Chavez Blvd., San Antonio

VC #70 MARGIL ELEMENTARY SCHOOL  
1000 Perez St., San Antonio

VC #71 CROCKETT ELEMENTARY SCHOOL  
2215 Morales St., San Antonio

VC #72 SHEPHERD KING LUTHERAN CHURCH  
303 W. Ramsey Rd., San Antonio

VC #73 LAS PALMAS LIBRARY  
515 Castroville Rd., San Antonio

VC #74 FENWICK ELEMENTARY SCHOOL  
1930 Waverly Ave., San Antonio

VC #75 GUS GARCIA MIDDLE SCHOOL  
3306 Ruiz St., San Antonio

VC #76 COLLINS GARDEN LIBRARY  
200 N. Park Blvd., San Antonio

VC #77 EDGEWOOD GYM  
4133 Eldridge Ave., San Antonio

VC #78 WRENN MIDDLE SCHOOL  
627 S. Acme Rd., San Antonio

VC #79 MEMORIAL BRANCH LIBRARY  
3222 Culebra Rd., San Antonio

VC #80 HUPPERTZ ELEMENTARY SCHOOL  
247 Bangor St., San Antonio

VC #81 WOODLAWN HILLS ELEMENTARY SCHOOL  
110 W. Quill Dr., San Antonio

VC #82 LONGFELLOW MIDDLE SCHOOL  
1130 E. Sunshine Dr., San Antonio

VC #83 PAT NEFF MIDDLE SCHOOL  
5227 Evers Rd., San Antonio

VC #84 JOE WARD RECREATION CENTER  
435 E. Sunshine Dr., San Antonio

VC #85 SARAH KING ELEMENTARY SCHOOL  
1001 Ceralvo St., San Antonio

VC #86 STORM ELEMENTARY SCHOOL  
435 Brady Blvd., San Antonio

VC #87 LAUREL HEIGHTS UNITED METHODIST CHURCH  
227 W. Woodlawn Ave., San Antonio

VC #88 SAN PEDRO CHURCH OF CHRIST  
311 Jackson Keller Rd., San Antonio

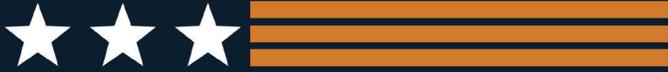
VC #89 HUISACHE AVENUE BAPTIST CHURCH  
1339 W. Huisache Ave., San Antonio

VC #90 VILLARREAL ELEMENTARY SCHOOL  
2902 White Tail Dr., San Antonio

VC #91 ESPARZA ELEMENTARY SCHOOL  
5700 Hemphill Dr., San Antonio

VC #92 STAFFORD ELEMENTARY SCHOOL  
415 S.W. 36th St., San Antonio

VC #93 WOODLAWN ACADEMY  
1717 W. Magnolia Ave., San Antonio



## ELECTION DAY VOTING CENTERS: NOV. 3, 2020, 7:00 A.M. – 7:00 P.M., contd.

VC #94 YOUNG WOMEN'S LEADERSHIP  
ACADEMY  
2123 W. Huisache Ave., San Antonio

VC #95 LINTON ELEMENTARY SCHOOL  
2103 Oakhill Rd., San Antonio

VC #96 NORTHSIDE ACTIVITY CENTER  
7001 Culebra Rd., San Antonio

VC #97 POWELL ELEMENTARY SCHOOL  
6003 Thunder Dr., San Antonio

VC #98 BEXAR COUNTY JUSTICE CENTER  
300 Dolorosa, San Antonio

VC #99 EDISON HIGH SCHOOL  
701 Santa Monica Dr., San Antonio

VC #100 KENWOOD COMMUNITY CENTER  
305 Dora St., San Antonio

VC #101 ALAMO STADIUM CONVOCATION  
CENTER  
110 Tuleta Dr., San Antonio

VC #102 WESTMINSTER SQUARE  
1838 Basse Rd., San Antonio

VC #103 WHITTIER MIDDLE SCHOOL  
2101 Edison Dr., San Antonio

VC #104 MAVERICK ELEMENTARY  
SCHOOL  
107 Raleigh Pl., San Antonio

VC #105 LEON VALLEY CITY HALL  
6400 El Verde Rd., Leon Valley

VC #106 SAN ANTONIO M.U.D #1  
16450 Wildlake, Helotes

VC #107 DELLVIEW ELEMENTARY  
SCHOOL  
7235 Dewhurst Rd., San Antonio

VC #108 WARD ELEMENTARY SCHOOL  
8400 Cavern Hill, San Antonio

VC #109 GREAT NORTHWEST LIBRARY  
9050 Wellwood, San Antonio

VC #110 COMMUNITY ALLIANCE TRAFFIC  
SAFETY (CATS)  
7719 Pipers Lane, San Antonio

VC #111 BARKLEY-RUIZ ELEMENTARY  
SCHOOL  
1111 S. Navidad St., San Antonio

VC #112 BRAUCHLE ELEMENTARY  
SCHOOL  
8555 Bowens Crossing, San Antonio

VC #113 WEST AVENUE ELEMENTARY  
SCHOOL  
3915 West Ave., San Antonio

VC #114 NICHOLS ELEMENTARY SCHOOL  
9560 Braun Rd., San Antonio

VC #115 JIMMY ELROD ELEMENTARY  
SCHOOL  
8885 Heath Circle Dr., San Antonio

VC #116 KNOWLTON ELEMENTARY  
SCHOOL  
9500 Timber Path, San Antonio

VC #117 OLMOS ELEMENTARY SCHOOL  
1103 Allena Dr., San Antonio

VC #118 JEFFERSON HIGH SCHOOL  
723 Donaldson Ave., San Antonio

VC #119 MAURY MAVERICK, JR. LIBRARY  
8700 Mystic Park, San Antonio

VC #120 WESTFALL BRANCH LIBRARY  
6111 Rosedale Ct., San Antonio

VC #121 CARSON ELEMENTARY SCHOOL  
8151 Old Tezel Rd., San Antonio

VC #122 TIMBERHILL VILLA RETIREMENT  
CENTER  
5050 Timberhill, San Antonio

VC #123 TRINITY UNITED METHODIST  
CHURCH  
6800 Wurzbach Rd., San Antonio

VC #124 BURKE ELEMENTARY SCHOOL  
10111 Terra Oak, San Antonio

VC #125 KUENTZ ELEMENTARY SCHOOL  
12303 Leslie Rd., Helotes

VC #126 FERNANDEZ ELEMENTARY  
SCHOOL  
6845 Ridgebrook St., San Antonio

VC #127 OGDEN ELEMENTARY SCHOOL  
2215 Leal St., San Antonio

VC #128 FIELDS ELEMENTARY SCHOOL  
9570 FM 1560, San Antonio

VC #129 COKE STEVENSON MIDDLE  
SCHOOL  
8403 Tezel Rd., San Antonio

VC #130 WONDERLAND OF THE  
AMERICAS  
4522 Fredericksburg Rd., San Antonio

VC #131 LEON VALLEY ELEMENTARY  
SCHOOL  
7111 Huebner Rd., San Antonio

VC #132 DR. PAT HENDERSON  
ELEMENTARY SCHOOL  
14605 Kallison Bend, San Antonio

VC #133 NORTHWEST CHURCH OF  
CHRIST  
9681 W. Loop 1604 N., San Antonio

VC #134 SCARBOROUGH ELEMENTARY  
SCHOOL  
12280 Silver Pointe (at Stillwater Pkwy),  
San Antonio

VC #135 NORTHWEST CROSSING  
ELEMENTARY SCHOOL  
10255 Dover Rdg., San Antonio

VC #136 DEAN H. KRUEGER ELEMENTARY  
SCHOOL  
9900 Wildhorse Parkway, San Antonio

VC #137 RIDGEVIEW ELEMENTARY  
SCHOOL  
8223 McCullough Ave., San Antonio

VC #138 CONNALLY MIDDLE SCHOOL  
8661 Silent Sunrise, San Antonio

VC #139 MEAD ELEMENTARY SCHOOL  
3803 Midhorizon Dr., San Antonio

VC #140 HEALTH CAREERS HIGH SCHOOL  
4646 Hamilton Wolfe Rd., San Antonio

VC #141 LAS LOMAS ELEMENTARY  
SCHOOL  
20303 Hardy Oak Blvd., San Antonio

VC #142 LEON VALLEY CONFERENCE  
CENTER  
6427 Evers Rd., San Antonio

VC #143 JOHN MARSHALL HIGH SCHOOL  
8000 Lobo Ln., San Antonio

VC #144 ROAN FOREST ELEMENTARY  
SCHOOL  
22710 Roan Park, San Antonio

VC #145 ENCINO LIBRARY  
2515 E. Evans Rd., San Antonio

## ELECTION DAY VOTING CENTERS: NOV. 3, 2020, 7:00 A.M. – 7:00 P.M., contd.

VC #146 COLONIAL HILLS UNITED  
METHODIST CHURCH  
5247 Vance Jackson, San Antonio

VC #147 COLONIES NORTH ELEMENTARY  
SCHOOL  
9915 Northampton, San Antonio

VC #148 FAIR OAKS RANCH CITY HALL  
7286 Dietz Elkhorn Rd., Fair Oaks Ranch

VC #149 OLMOS PARK CITY HALL  
120 El Prado Dr. W, Olmos Park

VC #150 TERRELL HILLS CITY HALL  
5100 N. New Braunfels, Terrell Hills

VC #151 RUDDER MIDDLE SCHOOL  
6558 Horn Blvd., San Antonio

VC #152 ALAMO HEIGHTS CITY HALL  
6116 Broadway St., San Antonio

VC #153 ALZAFAR SHRINE AUDITORIUM  
901 N Loop 1604 W, San Antonio

VC #154 CARNAHAN ELEMENTARY  
SCHOOL  
6839 Babcock, San Antonio

VC #155 SCOBEE ELEMENTARY SCHOOL  
11223 Cedar Park, San Antonio

VC #156 M. H. SPECHT ELEMENTARY  
SCHOOL  
25815 Overlook Pkwy, San Antonio

VC #157 LOPEZ MIDDLE SCHOOL  
23103 Hardy Oak Blvd., San Antonio

VC #158 WOODRIDGE ELEMENTARY  
SCHOOL  
100 Woodridge, San Antonio

VC #159 GREY FOREST COMMUNITY  
CENTER  
18249 Sherwood Trail, Grey Forest

VC #160 BARBARA BUSH MIDDLE SCHOOL  
1500 Evans Rd., San Antonio

VC #161 ALAMO HEIGHTS UNITED  
METHODIST CHURCH  
825 E. Basse, San Antonio

VC #162 HEALING PLACE CHURCH  
28703 IH 10 W, Boerne

VC #163 CLARK HIGH SCHOOL  
5150 De Zavala Rd., San Antonio

VC #164 ED RAWLINSON MIDDLE SCHOOL  
14100 Vance Jackson, San Antonio

VC #165 GRACE BIBLE CHAPEL  
18911 Redland Rd., San Antonio

VC #166 REGENCY PLACE ELEMENTARY  
SCHOOL  
2635 MacArthur View, San Antonio

VC #167 PRECINCT 3 SATELLITE OFFICE  
320 Interpark Blvd., San Antonio

VC #168 HARMONY HILLS ELEMENTARY  
SCHOOL  
10727 Memory Lane, San Antonio

VC #169 CASTLE HILLS CITY HALL  
209 Lemonwood, Castle Hills

VC #170 LARKSPUR ELEMENTARY  
SCHOOL  
1802 Larkspur, San Antonio

VC #171 ADANTE INDEPENDENT LIVING  
2702 Cembalo Blvd., San Antonio

VC #172 HUNTERS CREEK RACQUET CLUB  
3630 Hunters Circle St., San Antonio

VC #173 CODY LIBRARY  
11441 Vance Jackson Rd., San Antonio

VC #174 WOODS OF SHAVANO  
COMMUNITY CLUB  
13838 Parksite Woods St., San Antonio

VC #175 SHAVANO PARK CITY HALL  
900 Saddletree Ct., Shavano Park

VC #176 BROOKHOLLOW LIBRARY  
530 Heimer Rd., San Antonio

VC #177 WETMORE ELEMENTARY  
SCHOOL  
3250 Thousand Oaks, San Antonio

VC #178 ST. MARK'S THE EVANGELIST  
CATHOLIC CHURCH  
16316 San Pedro, San Antonio

VC #179 OAK MEADOW ELEMENTARY  
SCHOOL  
2800 Hunters Green, San Antonio

VC #180 BULVERDE CREEK ELEMENTARY  
SCHOOL  
3839 Canyon Parkway, San Antonio

VC #181 TIMBERWOOD PARK  
ELEMENTARY SCHOOL  
26715 S. Glenrose, San Antonio

VC #182 THOUSAND OAKS ELEMENTARY  
SCHOOL  
16080 Henderson Pass, San Antonio

VC #183 HILL COUNTRY VILLAGE CITY  
HALL  
116 Aspen Lane, Hill Country Village

VC #184 3184 HOLLYWOOD PARK CITY  
HALL  
2 Mecca Dr., Hollywood Park

VC #185 VINEYARD RANCH ELEMENTARY  
SCHOOL  
16818 Huebner Rd., San Antonio

VC #186 LEON SPRINGS ELEMENTARY  
SCHOOL  
23881 IH 10 W, San Antonio

VC #187 MONROE S. MAY ELEMENTARY  
SCHOOL  
15707 Chase Hill Blvd., San Antonio

VC #188 BOB BEARD ELEMENTARY  
SCHOOL  
8725 Sonoma Parkway, Helotes

VC #189 STEUBING RANCH ELEMENTARY  
SCHOOL  
5100 Knoll Creek, San Antonio

VC #190 FAITH LUTHERAN CHURCH  
14819 Jones Maltzberger Rd., San Antonio

VC #191 SEMMES LIBRARY  
15060 Judson Rd., San Antonio

VC #192 HELOTES ELEMENTARY SCHOOL  
13878 Riggs Rd., Helotes

VC #193 RHODES ELEMENTARY SCHOOL  
5714 North Knoll, San Antonio

VC #194 REDLAND OAKS ELEMENTARY  
SCHOOL  
16650 Red Land Rd., San Antonio

VC #195 LONGS CREEK ELEMENTARY  
SCHOOL  
15806 O'Connor Rd., San Antonio

VC #196 OAK HILLS TERRACE  
ELEMENTARY SCHOOL  
5710 Cary Grant Dr., San Antonio



## ELECTION DAY VOTING CENTERS: NOV. 3, 2020, 7:00 A.M. – 7:00 P.M., contd.

VC #197 HARTMAN CENTER II-BUILDING ONE  
1202 W. Bitters Bldg. I, San Antonio

VC #198 HARDY OAK ELEMENTARY SCHOOL  
22900 Hardy Oak Blvd., San Antonio

VC #199 TUSCANY HEIGHTS ELEMENTARY SCHOOL  
25001 Wilderness Oak, San Antonio

VC #200 CIBOLO GREEN ELEMENTARY SCHOOL  
24315 Bulverde Green, San Antonio

VC #201 FIRST CHINESE BAPTIST CHURCH  
5481 Prue Rd., San Antonio

VC #202 THORNTON ELEMENTARY SCHOOL  
6450 Pembroke, San Antonio

VC #203 UTSA  
1 UTSA Circle, San Antonio

VC #204 BLOSSOM ATHLETIC CENTER  
12002 Jones Maltsberger Rd., San Antonio

VC #205 ELLISON ELEMENTARY SCHOOL  
7132 Oak Dr., San Antonio

VC #206 MCDERMOTT ELEMENTARY SCHOOL  
5111 USAA Blvd., San Antonio

VC #207 CHURCH OF RECONCILIATION - EPISCOPAL  
8900 Starcrest, San Antonio

VC #208 CHURCHILL HIGH SCHOOL  
12049 Blanco Rd., San Antonio

VC #209 CARL WANKE ELEMENTARY SCHOOL  
10419 Old Prue Rd., San Antonio

VC #210 STONE OAK ELEMENTARY SCHOOL  
21045 Crescent Oaks, San Antonio

VC #211 TEJEDA MIDDLE SCHOOL  
2909 E. Evans Rd., San Antonio

VC #212 MURRAY E. BOONE ELEMENTARY SCHOOL  
6614 Spring Time Dr., San Antonio

VC #213 AUE ELEMENTARY SCHOOL  
24750 Baywater Stage, San Antonio

VC #214 PARMAN LIBRARY  
20735 Wilderness Oak, San Antonio

VC #215 HUEBNER ELEMENTARY SCHOOL  
16311 Huebner Rd., San Antonio

VC #216 TEX HILL MIDDLE SCHOOL  
21314 Bulverde Rd., San Antonio

VC #217 DR. HECTOR P. GARCIA MIDDLE SCHOOL  
14900 Kyle Seale Parkway, San Antonio

VC #218 JOHN IGO LIBRARY  
13330 Kyle Seale Parkway, San Antonio

VC #219 INDIAN SPRINGS ELEMENTARY SCHOOL  
25751 Wilderness Oak, San Antonio

VC #220 LIONS FIELD  
2809 Broadway St., San Antonio

VC #221 SAN ANTONIO CENTRAL LIBRARY  
600 Soledad, San Antonio

VC #222 DAVIS SCOTT YMCA  
1213 Iowa St., San Antonio

VC #223 BOWDEN ELEMENTARY SCHOOL  
515 Willow St., San Antonio

VC #224 YOUNG MEN'S LEADERSHIP ACADEMY AT WHEATLEY  
415 Gabriel, San Antonio

VC #225 CLAUDE BLACK CENTER  
2805 E. Commerce, San Antonio

VC #226 BEACON HILL ELEMENTARY SCHOOL  
1411 W. Ashby Pl., San Antonio

VC #227 JAPHET ELEMENTARY SCHOOL  
314 Astor, San Antonio

VC #228 SAC ECO CENTRO  
1802 N. Main Ave., San Antonio

VC #229 FOSTER ACADEMY  
6718 Pecan Valley, San Antonio

VC #230 CLEAR SPRING ELEMENTARY SCHOOL  
4311 Clear Spring, San Antonio

VC #231 ROGERS MIDDLE SCHOOL  
314 Galway Dr., San Antonio

VC #232 KATE SCHENCK ELEMENTARY SCHOOL  
101 Kate Schenck, San Antonio

VC #233 MCCRELESS LIBRARY  
1023 Ada, San Antonio

VC #234 JAMES BODE RECREATION CENTER  
900 Rigsby, San Antonio

VC #235 SMITH ELEMENTARY SCHOOL  
823 S. Gevers, San Antonio

VC #236 HIGHLAND HILLS ELEMENTARY SCHOOL  
734 Glamis Ave., San Antonio

VC #237 PECAN VALLEY ELEMENTARY SCHOOL  
3966 E. Southcross, San Antonio

VC #238 HIRSCH ELEMENTARY SCHOOL  
4826 Seabreeze Dr., San Antonio

VC #239 MOUNT CALVARY LUTHERAN CHURCH  
308 Mount Calvary Dr., San Antonio

VC #240 M. L. KING ACADEMY  
3501 Martin Luther King, San Antonio

VC #241 CAMERON ELEMENTARY SCHOOL  
3635 Belgium Lane, San Antonio

VC #242 WILSHIRE ELEMENTARY SCHOOL  
6523 Cascade Pl., San Antonio

VC #243 E. TERRELL HILLS ELEMENTARY SCHOOL  
4415 Bloomdale, San Antonio

VC #244 TOBIN LIBRARY @ OAKWELL  
4134 Harry Wurzbach, San Antonio

VC #245 KRUEGER MIDDLE SCHOOL  
438 Lanark Dr., San Antonio

VC #246 RIVERSIDE PARK ELEMENTARY SCHOOL  
202 School St., San Antonio

VC #247 ED WHITE MIDDLE SCHOOL  
7800 Midcrown Dr., San Antonio

VC #248 WINDCREST TAKAS PARK  
9310 Jim Seal Dr., Windcrest

VC #249 ROYAL RIDGE ELEMENTARY SCHOOL  
5933 Royal Ridge Dr., San Antonio

VC #250 JUDSON ISD ERC  
8205 Palisades Dr., Live Oak

## ELECTION DAY VOTING CENTERS: NOV. 3, 2020, 7:00 A.M. – 7:00 P.M., contd.

VC #251 ROSEWOOD REHABILITATION & CARE CENTER  
7700 Mesquite Pass, Converse

VC #252 MONTGOMERY ELEMENTARY SCHOOL  
7047 Montgomery Dr., San Antonio

VC #253 KIRBY CITY HALL  
112 Bauman St., Kirby

VC #254 WOODLAKE ELEMENTARY SCHOOL  
5501 Lake Bend East, San Antonio

VC #255 CONVERSE CITY HALL CONFERENCE ROOM #1  
405 South Seguin, Converse

VC #256 CHINA GROVE CITY HALL  
2412 FM 1516 S., China Grove

VC #257 ST. HEDWIG CITY HALL  
13065 FM-1346, St. Hedwig

VC #258 EAST CENTRAL HIGH SCHOOL  
7173 FM 1628, San Antonio

VC #259 HARMONY ELEMENTARY SCHOOL  
10625 Green Lake Dr., San Antonio

VC #260 ELMENDORF CITY HALL  
8304 FM 327, Elmendorf

VC #261 PARK VILLAGE ELEMENTARY SCHOOL  
5855 Midcrown, San Antonio

VC #262 SCHAEFER LIBRARY  
6322 US Hwy. 87 E., San Antonio

VC #263 CORONADO VILLAGE ELEMENTARY SCHOOL  
213 Amistad Blvd., Universal City

VC #264 SAM HOUSTON HIGH SCHOOL  
4635 E. Houston, San Antonio

VC #265 SPRING MEADOWS ELEMENTARY SCHOOL  
7135 Elm Trail Dr., San Antonio

VC #266 KITTY HAWK MIDDLE SCHOOL  
840 Old Cimarron Trl., Universal City

VC #267 MILLER'S POINT ELEMENTARY SCHOOL  
7027 Misty Ridge, Converse

VC #268 EL DORADO ELEMENTARY SCHOOL  
12634 El Sendero, San Antonio

VC #269 THOUSAND OAKS EL SENDERO LIBRARY  
4618 Thousand Oaks, San Antonio

VC #270 WOODSTONE ELEMENTARY SCHOOL  
5602 Fountainwood, San Antonio

VC #271 LAMAR ELEMENTARY SCHOOL  
201 Parland, San Antonio

VC #272 COPERNICUS COMM CENTER  
5003 Lord Rd., San Antonio

VC #273 BALL ACADEMY  
343 Koehler Court, San Antonio

VC #274 RAY D CORBETT JR HIGH SCHOOL (SCUC)  
12000 Ray Corbett Dr., Schertz

VC #275 JUDSON MIDDLE SCHOOL  
9695 Schaefer Rd., Converse

VC #276 METZGER MIDDLE SCHOOL  
7475 Binz-Engleman Rd., San Antonio

VC #277 COTTON ELEMENTARY SCHOOL  
1616 Blanco Rd., San Antonio

VC #278 CANDLEWOOD ELEMENTARY SCHOOL  
3635 Candleglen, San Antonio

VC #279 PASCHALL ELEMENTARY SCHOOL  
6351 Lake View Dr., San Antonio

VC #280 OLYMPIA ELEMENTARY SCHOOL  
8439 Athenian, Universal City

VC #281 NORTHERN HILLS ELEMENTARY SCHOOL  
13901 Higgins Rd., San Antonio

VC #282 STAHL ELEMENTARY SCHOOL  
5222 Stahl Rd., San Antonio

VC #283 UNIVERSAL CITY LIBRARY  
100 Northview Dr., Universal City

VC #284 ELOLF ELEMENTARY SCHOOL  
6335 Beech Trail Dr., Converse

*A full list of all Early Voting & Election Day polling locations can also be found on [Schertz.com](http://Schertz.com).*

Subject to Change





Review

SCH

(CONDADO DE) GUADALUPE COUNTY, TEXAS

NOVEMBER 3, 2020
(3 DE NOVIEMBRE, 2020)
GENERAL AND SPECIAL ELECTIONS
(ELECCIÓN GENERAL Y ESPECIAL)

SAMPLE BALLOT (BOLETA DE MUESTRA)

Instruction Note: Please use a black or blue pen to mark your ballot. To vote for your choice in each contest, completely fill in the oval provided to the left of your choice.

LEGEND OF PARTY AFFILIATION (LEYENDA DE AFILIACIÓN DE PARTIDO)

Republican (Republicano) = Rep
Democratic (Democrático) = Dem
Libertarian (Libertario) = Lib
Green (Verde) = Grn
Independent (Independiente) = Ind

Table with 3 columns: Contest Name, Candidates, and Office/Contest Name. Includes contests like President/Vice-President, Justice Supreme Court, District Judge, County Commissioner, etc.

**COUNCIL MEMBER, PLACE 5**  
*(CONCEJAL, LUGAR 5)*

**VOTE FOR NONE OR ONE**  
*(VOTE PARA NINGUNO O UNO)*

- David L. Scagliola
- Gwen Jones

**Judges Signature**

*(use red ink only)*

GENERAL ELECTION  
November 3, 2020  
COMAL COUNTY, TEXAS  
ELECCIÓN GENERAL  
03 de noviembre de 2020  
CONDADO DE COMAL, TEXAS

Precinct 202  
Precinto 202

Please use a black or blue pen to mark your ballot. To vote for your choice in each contest, completely fill in the box provided to the left of your choice. To vote for a write-in candidate, completely fill in the box provided to the left of the words "Write-in" and write in the name of the candidate on the line provided. Use un bolígrafo negro o azul para marcar su boleta. Para votar por su selección en cada contienda, rellene completamente la casilla provista a la izquierda de su selección. Para votar por un candidato por escrito, rellene completamente la casilla provista a la izquierda de las palabras "Write-in" y escriba el nombre del candidato en el renglón provisto.

President and Vice President  
Presidente y Vice Presidente

Donald J. Trump  
Michael R. Pence  
Republican  
Republicano

Joseph R. Biden  
Kamala D. Harris  
Democratic  
Demócrata

Jo Jorgensen  
Jeremy "Spike" Cohen  
Libertarian  
Libertario

Howie Hawkins  
Angela Walker  
Green  
Verde

Write-in Voto escrito

United States Senator  
Senador de los Estados Unidos

John Cornyn  
Republican  
Republicano

Mary "MJ" Hegar  
Democratic  
Demócrata

Kerry Douglas McKennon  
Libertarian  
Libertario

David B. Collins  
Green  
Verde

Write-in Voto escrito

United States Representative,  
District 35  
Representante de los Estados Unidos,  
Distrito Núm. 35

Jenny Garcia Sharon  
Republican  
Republicano

Lloyd Doggett  
Democratic  
Demócrata

Mark Loewe  
Libertarian  
Libertario

Jason Mata Sr  
Independent  
Independiente

Railroad Commissioner  
Comisionado de Ferrocarriles

James "Jim" Wright  
Republican  
Republicano

Chrysta Castañeda  
Democratic  
Demócrata

Matt Sterett  
Libertarian  
Libertario

Katija "Kat" Gruene  
Green  
Verde

Chief Justice, Supreme Court  
Juez Presidente, Corte Suprema

Nathan Hecht  
Republican  
Republicano

Amy Clark Meachum  
Democratic  
Demócrata

Mark Ash  
Libertarian  
Libertario

Justice, Supreme Court, Place No. 6  
Unexpired Term  
Juez, Corte Suprema, Lugar Núm. 6  
Duración Restante del Cargo

Jane Bland  
Republican  
Republicano

Kathy Cheng  
Democratic  
Demócrata

Justice, Supreme Court, Place No. 7  
Juez, Corte Suprema, Lugar Núm. 7

Jeff Boyd  
Republican  
Republicano

Staci Williams  
Democratic  
Demócrata

William Bryan Strange III  
Libertarian  
Libertario

Justice, Supreme Court, Place No. 8  
Juez, Corte Suprema, Lugar Núm. 8

Brett Busby  
Republican  
Republicano

Gisela D. Triana  
Democratic  
Demócrata

Tom Oxford  
Libertarian  
Libertario

Judge, Court of Criminal Appeals,  
Place No. 3  
Juez, Corte de Apelaciones Criminales,  
Lugar Núm. 3

Bert Richardson  
Republican  
Republicano

Elizabeth Davis Frizell  
Democratic  
Demócrata

Judge, Court of Criminal Appeals,  
Place No. 4  
Juez, Corte de Apelaciones Criminales,  
Lugar Núm. 4

Kevin Patrick Yeary  
Republican  
Republicano

Tina Clinton  
Democratic  
Demócrata

Judge, Court of Criminal Appeals,  
Place No. 9  
Juez, Corte de Apelaciones Criminales,  
Lugar Núm. 9

David Newell  
Republican  
Republicano

Brandon Birmingham  
Democratic  
Demócrata

Member State Board of Education,  
District No. 5  
Miembro, Junta Estatal de Educación,  
Distrito Núm. 5

Lani Popp  
Republican  
Republicano

Rebecca Bell-Metereau  
Democratic  
Demócrata

Stephanie Berlin  
Libertarian  
Libertario

State Representative, District No. 73  
Representante Estatal,  
Distrito Núm. 73

Kyle Biedermann  
Republican  
Republicano

Stephanie Phillips  
Democratic  
Demócrata

Chief Justice, 3rd Court of Appeals  
District  
Juez Presidente, Corte de Apelaciones,  
Distrito Núm. 3

Jeff Rose  
Republican  
Republicano

Darlene Byrne  
Democratic  
Demócrata

District Judge, 22nd Judicial District  
Juez del Distrito, Distrito  
Judicial Núm. 22

R. Bruce Boyer  
Republican  
Republicano

District Judge, 433rd Judicial District  
Juez del Distrito, Distrito  
Judicial Núm. 433

Dib Waldrip  
Republican  
Republicano

County Court at Law No. 2  
Tribunal de Justicia del Condado Núm. 2

Charles A. Stephens II  
Republican  
Republicano

2891  
76972

Sample Ballot

GENERAL ELECTION  
November 3, 2020  
COMAL COUNTY, TEXAS  
ELECCIÓN GENERAL  
03 de noviembre de 2020  
CONDADO DE COMAL, TEXAS

Precinct 202  
Precinto 202

Page 2 of 2  
Página 2 de 2

County Court at Law No. 3  
Tribunal de Justicia del Condado Núm. 3

Deborah Linnartz Wigington  
Republican  
Republicano

Sheriff  
Sherife

Mark Reynolds  
Republican  
Republicano

County Tax Assessor-Collector  
Asesor-Collector de Impuesto del  
Condado

Kristen H. Hoyt  
Republican  
Republicano

Constable, Precinct No. 2  
Condestable, Precinto Núm. 2

Mark Cheatum  
Republican  
Republicano

2891  
76972

GENERAL ELECTION  
November 3, 2020  
COMAL COUNTY, TEXAS  
ELECCIÓN GENERAL  
03 de noviembre de 2020  
CONDADO DE COMAL, TEXAS

Precinct 202-SC  
Precinto 202-SC

5393  
76972

Please use a black or blue pen to mark your ballot. To vote for your choice in each contest, completely fill in the box provided to the left of your choice. To vote for a write-in candidate, completely fill in the box provided to the left of the words "Write-In" and write in the name of the candidate on the line provided. Use un bolígrafo negro o azul para marcar su boleta. Para votar por su selección en cada contienda, rellene completamente la casilla provista a la izquierda de su selección. Para votar por un candidato por escrito, rellene completamente la casilla provista a la izquierda de las palabras "Write-in" y escriba el nombre del candidato en el renglón provisto.

**President and Vice President**  
*Presidente y Vice Presidente*

- Donald J. Trump**  
**Michael R. Pence**  
Republican  
*Republicano*
- Joseph R. Biden**  
**Kamala D. Harris**  
Democratic  
*Demócrata*
- Jo Jorgensen**  
**Jeremy "Spike" Cohen**  
Libertarian  
*Libertario*
- Howie Hawkins**  
**Angela Walker**  
Green  
*Verde*

\_\_\_\_\_  
Write-in Voto escrito

**United States Senator**  
*Senador de los Estados Unidos*

- John Cornyn**  
Republican  
*Republicano*
- Mary "MJ" Hegar**  
Democratic  
*Demócrata*
- Kerry Douglas McKennon**  
Libertarian  
*Libertario*
- David B. Collins**  
Green  
*Verde*

\_\_\_\_\_  
Write-in Voto escrito

**United States Representative, District 35**  
*Representante de los Estados Unidos, Distrito Núm. 35*

- Jenny García Sharon**  
Republican  
*Republicano*
- Lloyd Doggett**  
Democratic  
*Demócrata*
- Mark Loewe**  
Libertarian  
*Libertario*
- Jason Mata Sr**  
Independent  
*Independiente*

**Railroad Commissioner**  
*Comisionado de Ferrocarriles*

- James "Jim" Wright**  
Republican  
*Republicano*
- Chrysta Castañeda**  
Democratic  
*Demócrata*
- Matt Sterett**  
Libertarian  
*Libertario*
- Katija "Kat" Gruene**  
Green  
*Verde*

**Chief Justice, Supreme Court**  
*Juez Presidente, Corte Suprema*

- Nathan Hecht**  
Republican  
*Republicano*
- Amy Clark Meachum**  
Democratic  
*Demócrata*
- Mark Ash**  
Libertarian  
*Libertario*

**Justice, Supreme Court, Place No. 6**  
*Juez, Corte Suprema, Lugar Núm. 6*  
*Duración Restante del Cargo*

- Jane Bland**  
Republican  
*Republicano*
- Kathy Cheng**  
Democratic  
*Demócrata*

**Justice, Supreme Court, Place No. 7**  
*Juez, Corte Suprema, Lugar Núm. 7*

- Jeff Boyd**  
Republican  
*Republicano*
- Staci Williams**  
Democratic  
*Demócrata*
- William Bryan Strange III**  
Libertarian  
*Libertario*

**Justice, Supreme Court, Place No. 8**  
*Juez, Corte Suprema, Lugar Núm. 8*

- Brett Busby**  
Republican  
*Republicano*
- Gisela D. Triana**  
Democratic  
*Demócrata*
- Tom Oxford**  
Libertarian  
*Libertario*

**Judge, Court of Criminal Appeals, Place No. 3**  
*Juez, Corte de Apelaciones Criminales, Lugar Núm. 3*

- Bert Richardson**  
Republican  
*Republicano*
- Elizabeth Davis Frizell**  
Democratic  
*Demócrata*

**Judge, Court of Criminal Appeals, Place No. 4**  
*Juez, Corte de Apelaciones Criminales, Lugar Núm. 4*

- Kevin Patrick Yeary**  
Republican  
*Republicano*
- Tina Clinton**  
Democratic  
*Demócrata*

**Judge, Court of Criminal Appeals, Place No. 9**  
*Juez, Corte de Apelaciones Criminales, Lugar Núm. 9*

- David Newell**  
Republican  
*Republicano*
- Brandon Birmingham**  
Democratic  
*Demócrata*

**Member State Board of Education, District No. 5**  
*Miembro, Junta Estatal de Educación, Distrito Núm. 5*

- Lani Popp**  
Republican  
*Republicano*
- Rebecca Bell-Metereau**  
Democratic  
*Demócrata*
- Stephanie Berlin**  
Libertarian  
*Libertario*

**State Representative, District No. 73**  
*Representante Estatal, Distrito Núm. 73*

- Kyle Biedermann**  
Republican  
*Republicano*
- Stephanie Phillips**  
Democratic  
*Demócrata*

**Chief Justice, 3rd Court of Appeals District**  
*Juez Presidente, Corte de Apelaciones, Distrito Núm. 3*

- Jeff Rose**  
Republican  
*Republicano*
- Darlene Byrne**  
Democratic  
*Demócrata*

**District Judge, 22nd Judicial District**  
*Juez del Distrito, Distrito Judicial Núm. 22*

- R. Bruce Boyer**  
Republican  
*Republicano*

**District Judge, 433rd Judicial District**  
*Juez del Distrito, Distrito Judicial Núm. 433*

- Dib Waldrip**  
Republican  
*Republicano*

**County Court at Law No. 2**  
*Tribunal de Justicia del Condado Núm. 2*

- Charles A. Stephens II**  
Republican  
*Republicano*

Sample Ballot

GENERAL ELECTION  
November 3, 2020  
COMAL COUNTY, TEXAS  
ELECCIÓN GENERAL  
03 de noviembre de 2020  
CONDADO DE COMAL, TEXAS

Precinct 202-SC  
Precinto 202-SC

Page 2 of 2  
Página 2 de 2

5393  
76972

<b>County Court at Law No. 3</b> <i>Tribunal de Justicia del Condado Núm. 3</i>	<b>CITY OF SCHERTZ</b> <i>CIUDAD DE SCHERTZ</i>
<input type="checkbox"/> <b>Deborah Linnartz Wigington</b> Republican <i>Republicano</i>	<b>City Council, Place 3</b> <i>Concilio de Ciudad, Lugar 3</i>
<b>Sheriff</b> <i>Sherife</i>	Vote for none or one <i>Vote por ninguno o uno</i>
<input type="checkbox"/> <b>Mark Reynolds</b> Republican <i>Republicano</i>	<input type="checkbox"/> <b>Cedric Edwards</b>
<b>County Tax Assessor-Collector</b> <i>Asesor-Colector de Impuesto del Condado</i>	<input type="checkbox"/> <b>Jill Whittaker</b>
<input type="checkbox"/> <b>Kristen H. Hoyt</b> Republican <i>Republicano</i>	<b>City Council, Place 4</b> <i>Concilio de Ciudad, Lugar 4</i>
<b>Constable, Precinct No. 2</b> <i>Condestable, Precinto Núm. 2</i>	Vote for none or one <i>Vote por ninguno o uno</i>
<input type="checkbox"/> <b>Mark Cheatum</b> Republican <i>Republicano</i>	<input type="checkbox"/> <b>Michael Dahle</b>
	<b>City Council, Place 5</b> <i>Concilio de Ciudad, Lugar 5</i>
	Vote for none or one <i>Vote por ninguno o uno</i>
	<input type="checkbox"/> <b>David L. Scagliola</b>
	<input type="checkbox"/> <b>Gwen Jones</b>

GENERAL ELECTION  
November 3, 2020  
COMAL COUNTY, TEXAS  
ELECCIÓN GENERAL  
03 de noviembre de 2020  
CONDADO DE COMAL, TEXAS

Precinct 202-SE  
Precinto 202-SE

5416  
76972

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**President and Vice President**  
*Presidente y Vice Presidente*

- Donald J. Trump  
Michael R. Pence  
Republican  
*Republicano*
  - Joseph R. Biden  
Kamala D. Harris  
Democratic  
*Demócrata*
  - Jo Jorgensen  
Jeremy "Spike" Cohen  
Libertarian  
*Libertario*
  - Howie Hawkins  
Angela Walker  
Green  
*Verde*
  -
- Write-in *Voto escrito*

**United States Senator**  
*Senador de los Estados Unidos*

- John Cornyn  
Republican  
*Republicano*
  - Mary "MJ" Hegar  
Democratic  
*Demócrata*
  - Kerry Douglas McKennon  
Libertarian  
*Libertario*
  - David B. Collins  
Green  
*Verde*
  -
- Write-in *Voto escrito*

**United States Representative, District 35**  
*Representante de los Estados Unidos, Distrito Núm. 35*

- Jenny Garcia Sharon  
Republican  
*Republicano*
- Lloyd Doggett  
Democratic  
*Demócrata*
- Mark Loewe  
Libertarian  
*Libertario*
- Jason Mata Sr  
Independent  
*Independiente*

**Railroad Commissioner**  
*Comisionado de Ferrocarriles*

- James "Jim" Wright  
Republican  
*Republicano*
- Chrysta Castañeda  
Democratic  
*Demócrata*
- Matt Sterett  
Libertarian  
*Libertario*
- Katija "Kat" Gruene  
Green  
*Verde*

**Chief Justice, Supreme Court**  
*Juez Presidente, Corte Suprema*

- Nathan Hecht  
Republican  
*Republicano*
- Amy Clark Meachum  
Democratic  
*Demócrata*
- Mark Ash  
Libertarian  
*Libertario*

**Justice, Supreme Court, Place No. 6**  
*Unexpired Term*  
*Juez, Corte Suprema, Lugar Núm. 6*  
*Duración Restante del Cargo*

- Jane Bland  
Republican  
*Republicano*
- Kathy Cheng  
Democratic  
*Demócrata*

**Justice, Supreme Court, Place No. 7**  
*Juez, Corte Suprema, Lugar Núm. 7*

- Jeff Boyd  
Republican  
*Republicano*
- Staci Williams  
Democratic  
*Demócrata*
- William Bryan Strange III  
Libertarian  
*Libertario*

**Justice, Supreme Court, Place No. 8**  
*Juez, Corte Suprema, Lugar Núm. 8*

- Brett Busby  
Republican  
*Republicano*
- Gisela D. Triana  
Democratic  
*Demócrata*
- Tom Oxford  
Libertarian  
*Libertario*

**Judge, Court of Criminal Appeals, Place No. 3**  
*Juez, Corte de Apelaciones Criminales, Lugar Núm. 3*

- Bert Richardson  
Republican  
*Republicano*
- Elizabeth Davis Frizell  
Democratic  
*Demócrata*

**Judge, Court of Criminal Appeals, Place No. 4**  
*Juez, Corte de Apelaciones Criminales, Lugar Núm. 4*

- Kevin Patrick Yeary  
Republican  
*Republicano*
- Tina Clinton  
Democratic  
*Demócrata*

**Judge, Court of Criminal Appeals, Place No. 9**  
*Juez, Corte de Apelaciones Criminales, Lugar Núm. 9*

- David Newell  
Republican  
*Republicano*
- Brandon Birmingham  
Democratic  
*Demócrata*

**Member State Board of Education, District No. 5**  
*Miembro, Junta Estatal de Educación, Distrito Núm. 5*

- Lani Popp  
Republican  
*Republicano*
- Rebecca Bell-Metereau  
Democratic  
*Demócrata*
- Stephanie Berlin  
Libertarian  
*Libertario*

**State Representative, District No. 73**  
*Representante Estatal, Distrito Núm. 73*

- Kyle Biedermann  
Republican  
*Republicano*
- Stephanie Phillips  
Democratic  
*Demócrata*

**Chief Justice, 3rd Court of Appeals District**  
*Juez Presidente, Corte de Apelaciones, Distrito Núm. 3*

- Jeff Rose  
Republican  
*Republicano*
- Darlene Byrne  
Democratic  
*Demócrata*

**District Judge, 22nd Judicial District**  
*Juez del Distrito, Distrito Judicial Núm. 22*

- R. Bruce Boyer  
Republican  
*Republicano*

**District Judge, 433rd Judicial District**  
*Juez del Distrito, Distrito Judicial Núm. 433*

- Dib Waldrip  
Republican  
*Republicano*

**County Court at Law No. 2**  
*Tribunal de Justicia del Condado Núm. 2*

- Charles A. Stephens II  
Republican  
*Republicano*

Sample Ballot

GENERAL ELECTION  
November 3, 2020  
COMAL COUNTY, TEXAS  
ELECCIÓN GENERAL  
03 de noviembre de 2020  
CONDADO DE COMAL, TEXAS

Precinct 202-SE  
Precinto 202-SE

Page 2 of 2  
Página 2 de 2

5416  
76972

County Court at Law No. 3  
Tribunal de Justicia del Condado Núm. 3

Deborah Linnartz Wigington  
Republican  
Republicano

Sheriff  
Sherife

Mark Reynolds  
Republican  
Republicano

County Tax Assessor-Collector  
Asesor-Collector de Impuesto del  
Condado

Kristen H. Hoyt  
Republican  
Republicano

Constable, Precinct No. 2  
Condestable, Precinto Núm. 2

Mark Cheatum  
Republican  
Republicano

CITY OF SELMA  
CIUDAD DE SELMA

City of Selma Proposition A  
Proposición A de Ciudad de Selma

The reauthorization of the local sales and use tax in the City of Selma, Texas at the rate of one-fourth of one percent to continue providing revenue for maintenance and repair of municipal streets. The tax expires on the fourth anniversary of the date of the election unless the imposition of the tax is reauthorized.

La reautorización del impuesto local de ventas y uso en la ciudad de Selma, Tejas a la tasa de un cuarto de un por ciento para continuar proporcionando ingresos para el mantenimiento y la reparación de calles municipales. El impuesto expira en el cuarto aniversario de la fecha de la elección a menos que se reautorice la imposición del impuesto.

For A Favor  
 Against En Contra

GENERAL ELECTION  
November 3, 2020  
COMAL COUNTY, TEXAS  
ELECCIÓN GENERAL  
03 de noviembre de 2020  
CONDADO DE COMAL, TEXAS

Precinct 202-GV  
Precinto 202-GV

5442  
76972

Please use a black or blue pen to mark your ballot. To vote for your choice in each contest, completely fill in the box provided to the left of your choice. To vote for a write-in candidate, completely fill in the box provided to the left of the words "Write-in" and write in the name of the candidate on the line provided. Use un bolígrafo negro o azul para marcar su boleta. Para votar por su selección en cada contienda, rellene completamente la casilla provista a la izquierda de su selección. Para votar por un candidato por escrito, rellene completamente la casilla provista a la izquierda de las palabras "Write-in" y escriba el nombre del candidato en el renglón provisto.

**President and Vice President**  
*Presidente y Vice Presidente*

- Donald J. Trump**  
Michael R. Pence  
Republican  
*Republicano*
  - Joseph R. Biden**  
Kamala D. Harris  
Democratic  
*Demócrata*
  - Jo Jorgensen**  
Jeremy "Spike" Cohen  
Libertarian  
*Libertario*
  - Howie Hawkins**  
Angela Walker  
Green  
*Verde*
  -
- Write-in Voto escrito

**United States Senator**  
*Senador de los Estados Unidos*

- John Cornyn**  
Republican  
*Republicano*
  - Mary "MJ" Hegar**  
Democratic  
*Demócrata*
  - Kerry Douglas McKennon**  
Libertarian  
*Libertario*
  - David B. Collins**  
Green  
*Verde*
  -
- Write-in Voto escrito

**United States Representative, District 35**  
*Representante de los Estados Unidos, Distrito Núm. 35*

- Jenny Garcia Sharon**  
Republican  
*Republicano*
- Lloyd Doggett**  
Democratic  
*Demócrata*
- Mark Loewe**  
Libertarian  
*Libertario*
- Jason Mata Sr**  
Independent  
*Independiente*

**Railroad Commissioner**  
*Comisionado de Ferrocarriles*

- James "Jim" Wright**  
Republican  
*Republicano*
- Chrysta Castañeda**  
Democratic  
*Demócrata*
- Matt Sterett**  
Libertarian  
*Libertario*
- Katija "Kat" Gruene**  
Green  
*Verde*

**Chief Justice, Supreme Court**  
*Juez Presidente, Corte Suprema*

- Nathan Hecht**  
Republican  
*Republicano*
- Amy Clark Meachum**  
Democratic  
*Demócrata*
- Mark Ash**  
Libertarian  
*Libertario*

**Justice, Supreme Court, Place No. 6**  
*Unexpired Term*  
*Juez, Corte Suprema, Lugar Núm. 6*  
*Duración Restante del Cargo*

- Jane Bland**  
Republican  
*Republicano*
- Kathy Cheng**  
Democratic  
*Demócrata*

**Justice, Supreme Court, Place No. 7**  
*Juez, Corte Suprema, Lugar Núm. 7*

- Jeff Boyd**  
Republican  
*Republicano*
- Staci Williams**  
Democratic  
*Demócrata*
- William Bryan Strange III**  
Libertarian  
*Libertario*

**Justice, Supreme Court, Place No. 8**  
*Juez, Corte Suprema, Lugar Núm. 8*

- Brett Busby**  
Republican  
*Republicano*
- Gisela D. Triana**  
Democratic  
*Demócrata*
- Tom Oxford**  
Libertarian  
*Libertario*

**Judge, Court of Criminal Appeals, Place No. 3**  
*Juez, Corte de Apelaciones Criminales, Lugar Núm. 3*

- Bert Richardson**  
Republican  
*Republicano*
- Elizabeth Davis Frizell**  
Democratic  
*Demócrata*

**Judge, Court of Criminal Appeals, Place No. 4**  
*Juez, Corte de Apelaciones Criminales, Lugar Núm. 4*

- Kevin Patrick Yeary**  
Republican  
*Republicano*
- Tina Clinton**  
Democratic  
*Demócrata*

**Judge, Court of Criminal Appeals, Place No. 9**  
*Juez, Corte de Apelaciones Criminales, Lugar Núm. 9*

- David Newell**  
Republican  
*Republicano*
- Brandon Birmingham**  
Democratic  
*Demócrata*

**Member State Board of Education, District No. 5**  
*Miembro, Junta Estatal de Educación, Distrito Núm. 5*

- Lani Popp**  
Republican  
*Republicano*
- Rebecca Bell-Metereau**  
Democratic  
*Demócrata*
- Stephanie Berlin**  
Libertarian  
*Libertario*

**State Representative, District No. 73**  
*Representante Estatal, Distrito Núm. 73*

- Kyle Biedermann**  
Republican  
*Republicano*
- Stephanie Phillips**  
Democratic  
*Demócrata*

**Chief Justice, 3rd Court of Appeals District**  
*Juez Presidente, Corte de Apelaciones, Distrito Núm. 3*

- Jeff Rose**  
Republican  
*Republicano*
- Dariene Byrne**  
Democratic  
*Demócrata*

**District Judge, 22nd Judicial District**  
*Juez del Distrito, Distrito Judicial Núm. 22*

- R. Bruce Boyer**  
Republican  
*Republicano*

**District Judge, 433rd Judicial District**  
*Juez del Distrito, Distrito Judicial Núm. 433*

- Dib Waldrip**  
Republican  
*Republicano*

**County Court at Law No. 2**  
*Tribunal de Justicia del Condado Núm. 2*

- Charles A. Stephens II**  
Republican  
*Republicano*

Sample Ballot

GENERAL ELECTION  
November 3, 2020  
COMAL COUNTY, TEXAS  
ELECCIÓN GENERAL  
03 de noviembre de 2020  
CONDADO DE COMAL, TEXAS

Precinct 202-GV  
Precinto 202-GV

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76972 5442

County Court at Law No. 3  
Tribunal de Justicia del Condado Núm. 3

Deborah Linnartz Wigington  
Republican  
Republicano

Sheriff  
Sherife

Mark Reynolds  
Republican  
Republicano

County Tax Assessor-Collector  
Asesor-Collector de Impuesto del  
Condado

Kristen H. Hoyt  
Republican  
Republicano

Constable, Precinct No. 2  
Condestable, Precinto Núm. 2

Mark Cheatum  
Republican  
Republicano

GREEN VALLEY SPECIAL UTILITY  
DISTRICT  
DISTRITO DE SERVICIOS PÚBLICOS  
ESPECIALES DE GREEN VALLEY

Director  
Director

Vote for none, one, two or three  
Vote por ninguno, uno, dos o tres

- Robert "Bob" Roberson
- Johnny Guerra
- Christina Miller
- Steve Cooper
- Nicholas A. "Nick" Sherman

GENERAL ELECTION  
November 3, 2020  
COMAL COUNTY, TEXAS  
ELECCIÓN GENERAL  
03 de noviembre de 2020  
CONDADO DE COMAL, TEXAS

Precinct 202-SCGV  
Precinto 202-SCGV

5470  
76972

Please use a black or blue pen to mark your ballot. To vote for your choice in each contest, completely fill in the box provided to the left of your choice. To vote for a write-in candidate, completely fill in the box provided to the left of the words "Write-in" and write in the name of the candidate on the line provided. Use un bolígrafo negro o azul para marcar su boleta. Para votar por su selección en cada contienda, rellene completamente la casilla provista a la izquierda de su selección. Para votar por un candidato por escrito, rellene completamente la casilla provista a la izquierda de las palabras "Write-in" y escriba el nombre del candidato en el renglón provisto.

**President and Vice President**  
*Presidente y Vice Presidente*

**Donald J. Trump**  
Michael R. Pence  
Republican  
*Republicano*

**Joseph R. Biden**  
Kamala D. Harris  
Democratic  
*Demócrata*

**Jo Jorgensen**  
Jeremy "Spike" Cohen  
Libertarian  
*Libertario*

**Howie Hawkins**  
Angela Walker  
Green  
*Verde*

Write-in *Voto escrito*

**United States Senator**  
*Senador de los Estados Unidos*

**John Cornyn**  
Republican  
*Republicano*

**Mary "MJ" Hegar**  
Democratic  
*Demócrata*

**Kerry Douglas McKennon**  
Libertarian  
*Libertario*

**David B. Collins**  
Green  
*Verde*

Write-in *Voto escrito*

**United States Representative, District 35**  
*Representante de los Estados Unidos, Distrito Núm. 35*

**Jenny Garcia Sharon**  
Republican  
*Republicano*

**Lloyd Doggett**  
Democratic  
*Demócrata*

**Mark Loewe**  
Libertarian  
*Libertario*

**Jason Mata Sr**  
Independent  
*Independiente*

**Railroad Commissioner**  
*Comisionado de Ferrocarriles*

**James "Jim" Wright**  
Republican  
*Republicano*

**Chrysta Castañeda**  
Democratic  
*Demócrata*

**Matt Sterett**  
Libertarian  
*Libertario*

**Katija "Kat" Gruene**  
Green  
*Verde*

**Chief Justice, Supreme Court**  
*Juez Presidente, Corte Suprema*

**Nathan Hecht**  
Republican  
*Republicano*

**Amy Clark Meachum**  
Democratic  
*Demócrata*

**Mark Ash**  
Libertarian  
*Libertario*

**Justice, Supreme Court, Place No. 6**  
*Unexpired Term*  
*Juez, Corte Suprema, Lugar Núm. 6*  
*Duración Restante del Cargo*

**Jane Bland**  
Republican  
*Republicano*

**Kathy Cheng**  
Democratic  
*Demócrata*

**Justice, Supreme Court, Place No. 7**  
*Juez, Corte Suprema, Lugar Núm. 7*

**Jeff Boyd**  
Republican  
*Republicano*

**Staci Williams**  
Democratic  
*Demócrata*

**William Bryan Strange III**  
Libertarian  
*Libertario*

**Justice, Supreme Court, Place No. 8**  
*Juez, Corte Suprema, Lugar Núm. 8*

**Brett Busby**  
Republican  
*Republicano*

**Gisela D. Triana**  
Democratic  
*Demócrata*

**Tom Oxford**  
Libertarian  
*Libertario*

**Judge, Court of Criminal Appeals, Place No. 3**  
*Juez, Corte de Apelaciones Criminales, Lugar Núm. 3*

**Bert Richardson**  
Republican  
*Republicano*

**Elizabeth Davis Frizell**  
Democratic  
*Demócrata*

**Judge, Court of Criminal Appeals, Place No. 4**  
*Juez, Corte de Apelaciones Criminales, Lugar Núm. 4*

**Kevin Patrick Yeary**  
Republican  
*Republicano*

**Tina Clinton**  
Democratic  
*Demócrata*

**Judge, Court of Criminal Appeals, Place No. 9**  
*Juez, Corte de Apelaciones Criminales, Lugar Núm. 9*

**David Newell**  
Republican  
*Republicano*

**Brandon Birmingham**  
Democratic  
*Demócrata*

**Member State Board of Education, District No. 5**  
*Miembro, Junta Estatal de Educación, Distrito Núm. 5*

**Lani Popp**  
Republican  
*Republicano*

**Rebecca Bell-Metereau**  
Democratic  
*Demócrata*

**Stephanie Berlin**  
Libertarian  
*Libertario*

**State Representative, District No. 73**  
*Representante Estatal, Distrito Núm. 73*

**Kyle Biedermann**  
Republican  
*Republicano*

**Stephanie Phillips**  
Democratic  
*Demócrata*

**Chief Justice, 3rd Court of Appeals District**  
*Juez Presidente, Corte de Apelaciones, Distrito Núm. 3*

**Jeff Rose**  
Republican  
*Republicano*

**Darlene Byrne**  
Democratic  
*Demócrata*

**District Judge, 22nd Judicial District**  
*Juez del Distrito, Distrito Judicial Núm. 22*

**R. Bruce Boyer**  
Republican  
*Republicano*

**District Judge, 433rd Judicial District**  
*Juez del Distrito, Distrito Judicial Núm. 433*

**Dib Waldrip**  
Republican  
*Republicano*

**County Court at Law No. 2**  
*Tribunal de Justicia del Condado Núm. 2*

**Charles A. Stephens II**  
Republican  
*Republicano*

Sample Ballot

GENERAL ELECTION  
November 3, 2020  
COMAL COUNTY, TEXAS  
ELECCIÓN GENERAL  
03 de noviembre de 2020  
CONDADO DE COMAL, TEXAS

Precinct 202-SCGV  
Precinto 202-SCGV

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Página 2 de 2

5470  
76972

County Court at Law No. 3  
Tribunal de Justicia del Condado Núm. 3  
 Deborah Linnartz Wigington  
Republican  
Republicano

Sheriff  
Sherife  
 Mark Reynolds  
Republican  
Republicano

County Tax Assessor-Collector  
Asesor-Collecter de Impuesto del  
Condado  
 Kristen H. Hoyt  
Republican  
Republicano

Constable, Precinct No. 2  
Condestable, Precinto Núm. 2  
 Mark Cheatum  
Republican  
Republicano

GREEN VALLEY SPECIAL UTILITY  
DISTRICT  
DISTRITO DE SERVICIOS PÚBLICOS  
ESPECIALES DE GREEN VALLEY

Director  
Director

Vote for none, one, two or three  
Vote por ninguno, uno, dos o tres

- Robert "Bob" Roberson
- Johnny Guerra
- Christina Miller
- Steve Cooper
- Nicholas A. "Nick" Sherman

CITY OF SCHERTZ  
CIUDAD DE SCHERTZ

City Council, Place 3  
Concilio de Ciudad, Lugar 3

Vote for none or one  
Vote por ninguno o uno

- Cedric Edwards
- Jill Whittaker

City Council, Place 4  
Concilio de Ciudad, Lugar 4

Vote for none or one  
Vote por ninguno o uno

- Michael Dahle

City Council, Place 5  
Concilio de Ciudad, Lugar 5

Vote for none or one  
Vote por ninguno o uno

- David L. Scaglola
- Gwen Jones

**LIST OF DECLARED WRITE-IN CANDIDATES**

*(Lista de candidatos declarados elegibles para recibir votos por inserción escrita)*

<b>NAME OF CANDIDATE</b> <i>(Nombre del Candidato)</i>	<b>OFFICE SOUGHT</b> <i>(Puesto Oficial Solicitado)</i>
<b>President R. Bodie/Eric Stoneham</b>	<b>President/Vice President</b> <i>(Presidente/Vice Presidente)</i>
<b>Brian Carroll/Amar Patel</b>	<b>President/Vice President</b> <i>(Presidente/Vice Presidente)</i>
<b>Todd Cella/Tim Cella</b>	<b>President/Vice President</b> <i>(Presidente/Vice Presidente)</i>
<b>Jesse Cuellar/Jimmy Monreal</b>	<b>President/Vice President</b> <i>(Presidente/Vice Presidente)</i>
<b>Tom Hoefling/Andy Prior</b>	<b>President/Vice President</b> <i>(Presidente/Vice Presidente)</i>
<b>Gloria La Riva/Leonard Peltier</b>	<b>President/Vice President</b> <i>(Presidente/Vice Presidente)</i>
<b>Abram Loeb/Jennifer Jairala</b>	<b>President/Vice President</b> <i>(Presidente/Vice Presidente)</i>
<b>Robert Morrow/Anne Beckett</b>	<b>President/Vice President</b> <i>(Presidente/Vice Presidente)</i>
<b>Kasey Wells/Rachel Wells</b>	<b>President/Vice President</b> <i>(Presidente/Vice Presidente)</i>
<b>Ricardo Turullois-Bonilla</b>	<b>United States Senator</b> <i>(Senador de los Estados Unidos)</i>

**LEGEND OF PARTY AFFILIATION OR INDEPENDENT PRINTED ON BALLOT**

**Republican = Rep**  
**Democratic = Dem**  
**Libertarian = Lib**  
**Green = Grn**  
**Independent = Ind**

GENERAL ELECTION  
November 3, 2020  
COMAL COUNTY, TEXAS  
ELECCIÓN GENERAL  
03 de noviembre de 2020  
CONDADO DE COMAL, TEXAS

Precinct 301  
Precinto 301

3591  
76972

Please use a black or blue pen to mark your ballot. To vote for your choice in each contest, completely fill in the box provided to the left of your choice. To vote for a write-in candidate, completely fill in the box provided to the left of the words "Write-in" and write in the name of the candidate on the line provided. Use un bolígrafo negro o azul para marcar su boleta. Para votar por su selección en cada contienda, rellene completamente la casilla provista a la izquierda de su selección. Para votar por un candidato por escrito, rellene completamente la casilla provista a la izquierda de las palabras "Write-in" y escriba el nombre del candidato en el renglón provisto.

President and Vice President  
Presidente y Vice Presidente

- Donald J. Trump  
Michael R. Pence  
Republican  
Republicano
- Joseph R. Biden  
Kamala D. Harris  
Democratic  
Demócrata
- Jo Jorgensen  
Jeremy "Spike" Cohen  
Libertarian  
Libertario
- Howie Hawkins  
Angela Walker  
Green  
Verde
- \_\_\_\_\_  
Write-in Voto escrito

United States Senator  
Senador de los Estados Unidos

- John Cornyn  
Republican  
Republicano
- Mary "MJ" Hegar  
Democratic  
Demócrata
- Kerry Douglas McKennon  
Libertarian  
Libertario
- David B. Collins  
Green  
Verde
- \_\_\_\_\_  
Write-in Voto escrito

United States Representative,  
District 35  
Representante de los Estados Unidos,  
Distrito Núm. 35

- Jenny Garcia Sharon  
Republican  
Republicano
- Lloyd Doggett  
Democratic  
Demócrata
- Mark Loewe  
Libertarian  
Libertario
- Jason Mata Sr  
Independent  
Independiente

Railroad Commissioner  
Comisionado de Ferrocarriles

- James "Jim" Wright  
Republican  
Republicano
- Chrysta Castañeda  
Democratic  
Demócrata
- Matt Sterett  
Libertarian  
Libertario
- Katija "Kat" Gruene  
Green  
Verde

Chief Justice, Supreme Court  
Juez Presidente, Corte Suprema

- Nathan Hecht  
Republican  
Republicano
- Amy Clark Meachum  
Democratic  
Demócrata
- Mark Ash  
Libertarian  
Libertario

Justice, Supreme Court, Place No. 6  
Unexpired Term  
Juez, Corte Suprema, Lugar Núm. 6  
Duración Restante del Cargo

- Jane Bland  
Republican  
Republicano
- Kathy Cheng  
Democratic  
Demócrata

Justice, Supreme Court, Place No. 7  
Juez, Corte Suprema, Lugar Núm. 7

- Jeff Boyd  
Republican  
Republicano
- Staci Williams  
Democratic  
Demócrata
- William Bryan Strange III  
Libertarian  
Libertario

Justice, Supreme Court, Place No. 8  
Juez, Corte Suprema, Lugar Núm. 8

- Brett Busby  
Republican  
Republicano
- Gisela D. Triana  
Democratic  
Demócrata
- Tom Oxford  
Libertarian  
Libertario

Judge, Court of Criminal Appeals,  
Place No. 3  
Juez, Corte de Apelaciones Criminales,  
Lugar Núm. 3

- Bert Richardson  
Republican  
Republicano
- Elizabeth Davis Frizell  
Democratic  
Demócrata

Judge, Court of Criminal Appeals,  
Place No. 4  
Juez, Corte de Apelaciones Criminales,  
Lugar Núm. 4

- Kevin Patrick Yeary  
Republican  
Republicano
- Tina Clinton  
Democratic  
Demócrata

Judge, Court of Criminal Appeals,  
Place No. 9  
Juez, Corte de Apelaciones Criminales,  
Lugar Núm. 9

- David Newell  
Republican  
Republicano
- Brandon Birmingham  
Democratic  
Demócrata

Member State Board of Education,  
District No. 5  
Miembro, Junta Estatal de Educación,  
Distrito Núm. 5

- Lani Popp  
Republican  
Republicano
- Rebecca Bell-Metereau  
Democratic  
Demócrata
- Stephanie Berlin  
Libertarian  
Libertario

State Representative, District No. 73  
Representante Estatal,  
Distrito Núm. 73

- Kyle Biedermann  
Republican  
Republicano
- Stephanie Phillips  
Democratic  
Demócrata

Chief Justice, 3rd Court of Appeals  
District  
Juez Presidente, Corte de Apelaciones,  
Distrito Núm. 3

- Jeff Rose  
Republican  
Republicano
- Darlene Byrne  
Democratic  
Demócrata

District Judge, 22nd Judicial District  
Juez del Distrito, Distrito  
Judicial Núm. 22

- R. Bruce Boyer  
Republican  
Republicano

District Judge, 433rd Judicial District  
Juez del Distrito, Distrito  
Judicial Núm. 433

- Dib Waldrip  
Republican  
Republicano

County Court at Law No. 2  
Tribunal de Justicia del Condado Núm. 2

- Charles A. Stephens II  
Republican  
Republicano

Sample Ballot

GENERAL ELECTION  
November 3, 2020  
COMAL COUNTY, TEXAS  
ELECCIÓN GENERAL  
03 de noviembre de 2020  
CONDADO DE COMAL, TEXAS

Precinct 301  
Precinto 301

Page 2 of 2  
Página 2 de 2

76972 3591

County Court at Law No. 3  
Tribunal de Justicia del Condado Núm. 3  
 Deborah Linnartz Wigington  
Republican  
Republicano

Sheriff  
Sherife  
 Mark Reynolds  
Republican  
Republicano

County Tax Assessor-Collector  
Asesor-Colector de Impuesto del  
Condado  
 Kristen H. Hoyt  
Republican  
Republicano

County Commissioner,  
Precinct No. 3  
Comisionado del Condado,  
Precinto Núm 3  
 Kevin Webb  
Republican  
Republicano  
 Colette Nies  
Democratic  
Demócrata

Constable, Precinct No. 3  
Condestable, Precinto Núm. 3  
 Craig Ackerman  
Republican  
Republicano

Sample Ballot

GENERAL ELECTION
November 3, 2020
COMAL COUNTY, TEXAS
ELECCIÓN GENERAL
03 de noviembre de 2020
CONDADO DE COMAL, TEXAS

Precinct 301-SC
Precinto 301-SC

Page 1 of 2

Página 1 de 2

5567
76972

Please use a black or blue pen to mark your ballot. To vote for your choice in each contest, completely fill in the box provided to the left of your choice. To vote for a write-in candidate, completely fill in the box provided to the left of the words "Write-in" and write in the name of the candidate on the line provided. Use un bolígrafo negro o azul para marcar su boleta. Para votar por su selección en cada contienda, rellene completamente la casilla provista a la izquierda de su selección. Para votar por un candidato por escrito, rellene completamente la casilla provista a la izquierda de las palabras "Write-in" y escriba el nombre del candidato en el renglón provisto.

President and Vice President
Presidente y Vice Presidente

- Donald J. Trump
Michael R. Pence
Republican
Republicano
Joseph R. Biden
Kamala D. Harris
Democratic
Demócrata
Jo Jorgensen
Jeremy "Spike" Cohen
Libertarian
Libertario
Howie Hawkins
Angela Walker
Green
Verde
Write-in Voto escrito

United States Senator
Senador de los Estados Unidos

- John Cornyn
Republican
Republicano
Mary "MJ" Hegar
Democratic
Demócrata
Kerry Douglas McKennon
Libertarian
Libertario
David B. Collins
Green
Verde
Write-in Voto escrito

United States Representative, District 35
Representante de los Estados Unidos, Distrito Núm. 35

- Jenny Garcia Sharon
Republican
Republicano
Lloyd Doggett
Democratic
Demócrata
Mark Loewe
Libertarian
Libertario
Jason Mata Sr
Independent
Independiente

Railroad Commissioner
Comisionado de Ferrocarriles

- James "Jim" Wright
Republican
Republicano
Chrysta Castañeda
Democratic
Demócrata
Matt Sterett
Libertarian
Libertario
Katija "Kat" Gruene
Green
Verde

Chief Justice, Supreme Court
Juez Presidente, Corte Suprema

- Nathan Hecht
Republican
Republicano
Amy Clark Meachum
Democratic
Demócrata
Mark Ash
Libertarian
Libertario

Justice, Supreme Court, Place No. 6
Unexpired Term
Juez, Corte Suprema, Lugar Núm. 6
Duración Restante del Cargo

- Jane Bland
Republican
Republicano
Kathy Cheng
Democratic
Demócrata

Justice, Supreme Court, Place No. 7
Juez, Corte Suprema, Lugar Núm. 7

- Jeff Boyd
Republican
Republicano
Staci Williams
Democratic
Demócrata
William Bryan Strange III
Libertarian
Libertario

Justice, Supreme Court, Place No. 8
Juez, Corte Suprema, Lugar Núm. 8

- Brett Busby
Republican
Republicano
Gisela D. Triana
Democratic
Demócrata
Tom Oxford
Libertarian
Libertario

Judge, Court of Criminal Appeals, Place No. 3
Juez, Corte de Apelaciones Criminales, Lugar Núm. 3

- Bert Richardson
Republican
Republicano
Elizabeth Davis Frizell
Democratic
Demócrata

Judge, Court of Criminal Appeals, Place No. 4
Juez, Corte de Apelaciones Criminales, Lugar Núm. 4

- Kevin Patrick Yeary
Republican
Republicano
Tina Clinton
Democratic
Demócrata

Judge, Court of Criminal Appeals, Place No. 9
Juez, Corte de Apelaciones Criminales, Lugar Núm. 9

- David Newell
Republican
Republicano
Brandon Birmingham
Democratic
Demócrata

Member State Board of Education, District No. 5
Miembro, Junta Estatal de Educación, Distrito Núm. 5

- Lani Popp
Republican
Republicano
Rebecca Bell-Metereau
Democratic
Demócrata
Stephanie Berlin
Libertarian
Libertario

State Representative, District No. 73
Representante Estatal, Distrito Núm. 73

- Kyle Biedermann
Republican
Republicano
Stephanie Phillips
Democratic
Demócrata

Chief Justice, 3rd Court of Appeals District
Juez Presidente, Corte de Apelaciones, Distrito Núm. 3

- Jeff Rose
Republican
Republicano
Darlene Byrne
Democratic
Demócrata

District Judge, 22nd Judicial District
Juez del Distrito, Distrito Judicial Núm. 22

- R. Bruce Boyer
Republican
Republicano

District Judge, 433rd Judicial District
Juez del Distrito, Distrito Judicial Núm. 433

- Dib Waldrip
Republican
Republicano

County Court at Law No. 2
Tribunal de Justicia del Condado Núm. 2

- Charles A. Stephens II
Republican
Republicano

Sample Ballot

GENERAL ELECTION  
November 3, 2020  
COMAL COUNTY, TEXAS  
ELECCIÓN GENERAL  
03 de noviembre de 2020  
CONDADO DE COMAL, TEXAS

Precinct 301-SC  
Precinto 301-SC  
**Page 2 of 2**  
*Página 2 de 2*

5567  
76972

County Court at Law No. 3  
*Tribunal de Justicia del Condado Núm. 3*

Deborah Linnartz Wigington  
Republican  
*Republicano*

Sheriff  
*Sherife*

Mark Reynolds  
Republican  
*Republicano*

County Tax Assessor-Collector  
*Asesor-Collector de Impuesto del Condado*

Kristen H. Hoyt  
Republican  
*Republicano*

County Commissioner,  
Precinct No. 3  
*Comisionado del Condado,  
Precinto Núm. 3*

Kevin Webb  
Republican  
*Republicano*

Colette Nies  
Democratic  
*Demócrata*

Constable, Precinct No. 3  
*Condestable, Precinto Núm. 3*

Craig Ackerman  
Republican  
*Republicano*

**CITY OF SCHERTZ**  
**CIUDAD DE SCHERTZ**

City Council, Place 3  
*Concilio de Ciudad, Lugar 3*

Vote for none or one  
*Vote por ninguno o uno*

Cedric Edwards  
 Jill Whittaker

City Council, Place 4  
*Concilio de Ciudad, Lugar 4*

Vote for none or one  
*Vote por ninguno o uno*

Michael Dahle

City Council, Place 5  
*Concilio de Ciudad, Lugar 5*

Vote for none or one  
*Vote por ninguno o uno*

David L. Scagliola  
 Gwen Jones

Sample Ballot

GENERAL ELECTION
November 3, 2020
COMAL COUNTY, TEXAS
ELECCIÓN GENERAL
03 de noviembre de 2020
CONDADO DE COMAL, TEXAS

Precinct 301-NB4
Precinto 301-NB4

Page 1 of 2
Página 1 de 2

3697
76972

Please use a black or blue pen to mark your ballot. To vote for your choice in each contest, completely fill in the box provided to the left of your choice. To vote for a write-in candidate, completely fill in the box provided to the left of the words "Write-in" and write in the name of the candidate on the line provided. Use un bolígrafo negro o azul para marcar su boleta. Para votar por su selección en cada contienda, rellene completamente la casilla provista a la izquierda de su selección. Para votar por un candidato por escrito, rellene completamente la casilla provista a la izquierda de las palabras "Write-in" y escriba el nombre del candidato en el renglón provisto.

President and Vice President
Presidente y Vice Presidente
[ ] Donald J. Trump
Michael R. Pence
Republican
Republicano
[ ] Joseph R. Biden
Kamala D. Harris
Democratic
Demócrata
[ ] Jo Jorgensen
Jeremy "Spike" Cohen
Libertarian
Libertario
[ ] Howie Hawkins
Angela Walker
Green
Verde
[ ]
Write-in Voto escrito

United States Senator
Senador de los Estados Unidos
[ ] John Cornyn
Republican
Republicano
[ ] Mary "MJ" Hegar
Democratic
Demócrata
[ ] Kerry Douglas McKennon
Libertarian
Libertario
[ ] David B. Collins
Green
Verde
[ ]
Write-in Voto escrito

United States Representative, District 35
Representante de los Estados Unidos, Distrito Núm. 35
[ ] Jenny García Sharon
Republican
Republicano
[ ] Lloyd Doggett
Democratic
Demócrata
[ ] Mark Loewe
Libertarian
Libertario
[ ] Jason Mata Sr
Independent
Independiente

Railroad Commissioner
Comisionado de Ferrocarriles
[ ] James "Jim" Wright
Republican
Republicano
[ ] Chrysta Castañeda
Democratic
Demócrata
[ ] Matt Sterett
Libertarian
Libertario
[ ] Katija "Kat" Gruene
Green
Verde

Chief Justice, Supreme Court
Juez Presidente, Corte Suprema
[ ] Nathan Hecht
Republican
Republicano
[ ] Amy Clark Meachum
Democratic
Demócrata
[ ] Mark Ash
Libertarian
Libertario

Justice, Supreme Court, Place No. 6
Unexpired Term
Juez, Corte Suprema, Lugar Núm. 6
Duración Restante del Cargo
[ ] Jane Bland
Republican
Republicano
[ ] Kathy Cheng
Democratic
Demócrata

Justice, Supreme Court, Place No. 7
Juez, Corte Suprema, Lugar Núm. 7
[ ] Jeff Boyd
Republican
Republicano
[ ] Staci Williams
Democratic
Demócrata
[ ] William Bryan Strange III
Libertarian
Libertario

Justice, Supreme Court, Place No. 8
Juez, Corte Suprema, Lugar Núm. 8
[ ] Brett Busby
Republican
Republicano
[ ] Gisela D. Triana
Democratic
Demócrata
[ ] Tom Oxford
Libertarian
Libertario

Judge, Court of Criminal Appeals, Place No. 3
Juez, Corte de Apelaciones Criminales, Lugar Núm. 3
[ ] Bert Richardson
Republican
Republicano
[ ] Elizabeth Davis Frizell
Democratic
Demócrata

Judge, Court of Criminal Appeals, Place No. 4
Juez, Corte de Apelaciones Criminales, Lugar Núm. 4
[ ] Kevin Patrick Yeary
Republican
Republicano
[ ] Tina Clinton
Democratic
Demócrata

Judge, Court of Criminal Appeals, Place No. 9
Juez, Corte de Apelaciones Criminales, Lugar Núm. 9
[ ] David Newell
Republican
Republicano
[ ] Brandon Birmingham
Democratic
Demócrata

Member State Board of Education, District No. 5
Miembro, Junta Estatal de Educación, Distrito Núm. 5
[ ] Lani Popp
Republican
Republicano
[ ] Rebecca Bell-Metereau
Democratic
Demócrata
[ ] Stephanie Berlin
Libertarian
Libertario

State Representative, District No. 73
Representante Estatal, Distrito Núm. 73
[ ] Kyle Biedermann
Republican
Republicano
[ ] Stephanie Phillips
Democratic
Demócrata

Chief Justice, 3rd Court of Appeals District
Juez Presidente, Corte de Apelaciones, Distrito Núm. 3
[ ] Jeff Rose
Republican
Republicano
[ ] Darlene Byrne
Democratic
Demócrata

District Judge, 22nd Judicial District
Juez del Distrito, Distrito Judicial Núm. 22
[ ] R. Bruce Boyer
Republican
Republicano

District Judge, 433rd Judicial District
Juez del Distrito, Distrito Judicial Núm. 433
[ ] Dib Waldrip
Republican
Republicano

County Court at Law No. 2
Tribunal de Justicia del Condado Núm. 2
[ ] Charles A. Stephens II
Republican
Republicano

Read Both Sides of the Ballot / Leer ambos lados de la boleta

Sample Ballot

GENERAL ELECTION  
November 3, 2020  
COMAL COUNTY, TEXAS  
ELECCIÓN GENERAL  
03 de noviembre de 2020  
CONDADO DE COMAL, TEXAS

Precinct 301-NB4  
Precinto 301-NB4

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Página 2 de 2

3697  
76972

County Court at Law No. 3  
Tribunal de Justicia del Condado Núm. 3  
 Deborah Linnartz Wigington  
Republican  
Republicano

Sheriff  
Sherife  
 Mark Reynolds  
Republican  
Republicano

County Tax Assessor-Collector  
Asesor-Collector de Impuesto del  
Condado  
 Kristen H. Hoyt  
Republican  
Republicano

County Commissioner,  
Precinct No. 3  
Comisionado del Condado,  
Precinto Núm. 3  
 Kevin Webb  
Republican  
Republicano  
 Colette Nies  
Democratic  
Demócrata

Constable, Precinct No. 3  
Condestable, Precinto Núm. 3  
 Craig Ackerman  
Republican  
Republicano

NEW BRAUNFELS INDEPENDENT  
SCHOOL DISTRICT  
DISTRITO ESCOLAR INDEPENDIENTE DE  
NEW BRAUNFELS

Trustee, Single Member District 4  
Síndico, Distrito de Un Solo Miembro  
Núm. 4  
Vote for none or one  
Vote por ninguno o uno  
 John E. Tucker  
 Matthew Sargent

**LIST OF DECLARED WRITE-IN CANDIDATES**

*(Lista de candidatos declarados elegibles para recibir votos por inserción escrita)*

NAME OF CANDIDATE <i>(Nombre del Candidato)</i>	OFFICE SOUGHT <i>(Puesto Oficial Solicitado)</i>
<b>President R. Bodie/Eric Stoneham</b>	<b>President/Vice President</b> <i>(Presidente/Vice Presidente)</i>
<b>Brian Carroll/Amar Patel</b>	<b>President/Vice President</b> <i>(Presidente/Vice Presidente)</i>
<b>Todd Cella/Tim Cella</b>	<b>President/Vice President</b> <i>(Presidente/Vice Presidente)</i>
<b>Jesse Cuellar/Jimmy Monreal</b>	<b>President/Vice President</b> <i>(Presidente/Vice Presidente)</i>
<b>Tom Hoefling/Andy Prior</b>	<b>President/Vice President</b> <i>(Presidente/Vice Presidente)</i>
<b>Gloria La Riva/Leonard Peltier</b>	<b>President/Vice President</b> <i>(Presidente/Vice Presidente)</i>
<b>Abram Loeb/Jennifer Jairala</b>	<b>President/Vice President</b> <i>(Presidente/Vice Presidente)</i>
<b>Robert Morrow/Anne Beckett</b>	<b>President/Vice President</b> <i>(Presidente/Vice Presidente)</i>
<b>Kasey Wells/Rachel Wells</b>	<b>President/Vice President</b> <i>(Presidente/Vice Presidente)</i>
<b>Ricardo Turullois-Bonilla</b>	<b>United States Senator</b> <i>(Senador de los Estados Unidos)</i>

**LEGEND OF PARTY AFFILIATION OR INDEPENDENT PRINTED ON BALLOT**

**Republican = Rep**  
**Democratic = Dem**  
**Libertarian = Lib**  
**Green = Grn**  
**Independent = Ind**

**Sample Ballot (Boleta de Muestra)**  
**Joint General, Special, Charter and Bond Election (Elección General, Especial, Carta y Bonos)**  
**Bexar County, Texas (Condado de Bexar, Texas)**  
**November 3, 2020 (3 de noviembre de 2020)**

**Instruction Note:** Vote for the candidate or statement of your choice in each race by darkening in the oval ( ) provided to the left of the candidate or statement indicating the way you wish to vote.

**(Nota de Instrucción:** Vote por el candidato o la declaración de su preferencia en cada carrera llenando completamente el espacio ovalado ( ) a la izquierda de el candidato o la declaración.)

**Legend of Party Affiliation**  
(Leyenda de Afiliación)

- Republican Party = REP**  
(Partido Republicano = REP)  
**Democratic Party = DEM**  
(Partido Democrático = DEM)  
**Libertarian Party = LIB**  
(Partido Libertario = LIB)  
**Green Party = GRN**  
(Partido Verde = GRN)  
**Independent Party = IND**  
(Partido Independiente = IND)

**FEDERAL (FEDERAL)**

**President and Vice President**  
(Presidente y Vice Presidente)

- Donald J. Trump /Michael R. Pence REP
- Joseph R. Biden /Kamala D. Harris DEM
- Jo Jorgensen /Jeremy "Spike" Cohen LIB
- Howie Hawkins /Angela Walker GRN
- Write-in (Voto Escrito)

**United States Senator**

(Senador de los Estados Unidos)

- John Cornyn REP
- Mary "MJ" Hegar DEM
- Kerry Douglas McKennon LIB
- David B. Collins GRN
- Write-in (Voto Escrito)

**United States Representative, District 20**

(Representante de los Estados Unidos, Distrito Núm. 20)

- Mauro Garza REP
- Joaquin Castro DEM
- Jeffrey Blunt LIB

**United States Representative, District 21**

(Representante de los Estados Unidos, Distrito Núm. 21)

- Chip Roy REP
- Wendy R. Davis DEM
- Arthur DiBianca LIB
- Tommy Wakely GRN

**United States Representative, District 23**

(Representante de los Estados Unidos, Distrito Núm. 23)

- Tony Gonzales REP
- Gina Ortiz Jones DEM
- Beto Villela LIB

**United States Representative, District 28**

(Representante de los Estados Unidos, Distrito Núm. 28)

- Sandra Whitten REP
- Henry Cuellar DEM
- Bekah Congdon LIB

**United States Representative, District 35**

(Representante de los Estados Unidos, Distrito Núm. 35)

- Jenny Garcia Sharon REP
- Lloyd Doggett DEM
- Mark Loewe LIB
- Jason Mata, Sr IND

**STATE (ESTADO)**

**Railroad Commissioner**

(Comisionado de Ferrocarriles)

- James "Jim" Wright REP
- Chrysta Castañeda DEM
- Matt Sterett LIB
- Katija "Kat" Gruene GRN

**Chief Justice, Supreme Court**

(Juez Presidente, Corte Suprema)

- Nathan Hecht REP
- Amy Clark Meachum DEM
- Mark Ash LIB

**Justice, Supreme Court, Place 6**

(Unexpired Term)

(Juez, Corte Suprema, Lugar Núm. 6)

(Término No Completado)

- Jane Bland REP
- Kathy Cheng DEM

**Justice, Supreme Court, Place 7**

(Juez, Corte Suprema, Lugar Núm. 7)

- Jeff Boyd REP
- Staci Williams DEM
- William Bryan Strange III LIB

**Justice, Supreme Court, Place 8**

(Juez, Corte Suprema, Lugar Núm. 8)

- Brett Busby REP
- Gisela D. Triana DEM
- Tom Oxford LIB

**Judge, Court of Criminal Appeals, Place 3**

(Juez, Corte de Apelaciones Criminales, Lugar Núm. 3)

- Bert Richardson REP
- Elizabeth Davis Frizell DEM

**Judge, Court of Criminal Appeals, Place 4**

(Juez, Corte de Apelaciones Criminales, Lugar Núm. 4)

- Kevin Patrick Yeary REP
- Tina Clinton DEM

**Judge, Court of Criminal Appeals, Place 9**

(Juez, Corte de Apelaciones Criminales, Lugar Núm. 9)

- David Newell REP
- Brandon Birmingham DEM

**Member, State Board of Education, District 5**

(Miembro de la Junta Estatal de Educación Pública, Distrito Núm. 5)

- Lani Popp REP
- Rebecca Bell-Metereau DEM
- Stephanie Berlin LIB

**State Senator, District 19**

(Senador Estatal, Distrito Núm. 19)

- Peter P. "Pete" Flores REP
- Roland Gutierrez DEM
- Jo-Anne Valdivia LIB

**State Senator, District 21**

(Senador Estatal, Distrito Núm. 21)

- Frank Pomeroy REP
- Judith Zaffirini DEM

**State Senator, District 26**

(Senador Estatal, Distrito Núm. 26)

- José Menéndez DEM
- Julián Villarreal GRN

**State Representative, District 116**

(Representante Estatal, Distrito Núm. 116)

- Robert Litoff REP
- Trey Martinez Fischer DEM

**State Representative, District 117**

(Representante Estatal, Distrito Núm. 117)

- Carlos Antonio Raymond REP
- Philip Cortez DEM
- Tony Quinones LIB

**State Representative, District 118**

(Representante Estatal, Distrito Núm. 118)

- Adam Salyer REP
- Leo Pacheco DEM
- Eric Jason Velasquez LIB

**State Representative, District 119**

(Representante Estatal, Distrito Núm. 119)

- George B. Garza REP
- Elizabeth "Liz" Campos DEM
- Arthur M. Thomas IV LIB
- Antonio Padron GRN

**For more information, call the Elections Office, (210) 335-8683; (Para mas información, llame el departamento de elecciones al telefono (210) 335-8683.)**

**State Representative, District 120**  
*(Representante Estatal, Distrito Núm. 120)*

- Ronald Payne REP
- Barbara Gervin-Hawkins DEM
- Shawn Huckabay LIB

**State Representative, District 121**  
*(Representante Estatal, Distrito Núm. 121)*

- Steve Allison REP
- Celina Montoya DEM

**State Representative, District 122**  
*(Representante Estatal, Distrito Núm. 122)*

- Lyle Larson REP
- Claire Barnett DEM

**State Representative, District 125**  
*(Representante Estatal, Distrito Núm. 125)*

- Ray Lopez DEM
- Tony Valdivia LIB

**Chief Justice, 4th Court of Appeals District**  
*(Juez Presidente, Corte de Apelaciones, Distrito Núm. 4)*

- Renée Yanta REP
- Rebeca Martinez DEM

**District Judge, 37th Judicial District**  
*(Juez del Distrito, Distrito Judicial Núm. 37)*

- Joseph P. Appelt REP
- Nicole Garza DEM

**District Judge, 144th Judicial District (Unexpired Term)**  
*(Juez del Distrito, Distrito Judicial Núm. 144)*  
*(Término No Completado)*

- Melisa Skinner REP
- Michael Mery DEM

**District Judge, 386th Judicial District**  
*(Juez del Distrito, Distrito Judicial Núm. 386)*

- Daphne Previti Austin REP
- Jacqueline "Jackie" Valdés DEM

**District Judge, 399th Judicial District**  
*(Juez del Distrito, Distrito Judicial Núm. 399)*

- Walden Shelton REP
- Frank J. Castro DEM

**District Judge, 407th Judicial District**  
*(Juez del Distrito, Distrito Judicial Núm. 407)*

- Stephani Walsh REP
- Tina Torres DEM

**COUNTY (CONDADO)**

**Sheriff (Sherife)**

- Gerard C. "Gerry" Rickhoff REP
- Javier Salazar DEM
- Write-in (*Voto Escrito*)

**County Tax Assessor-Collector**  
*(Asesor-Colector de Impuestos del Condado)*

- Stephen David Pennington REP
- Albert Uresti DEM

**County Commissioner, Precinct No. 1**  
*(Comisionado del Condado, Precinto Núm. 1)*

- Gabriel Lara REP
- Rebeca "Becky" Clay-Flores DEM

**County Commissioner, Precinct No. 3**  
*(Comisionado del Condado, Precinto Núm. 3)*

- Trish DeBerry REP
- Christine Hortick DEM

**Justice of the Peace, Precinct No. 2**  
*(Juez de Paz, Precinto Núm. 2)*

- Roberto Robbie Vasquez DEM
- Rhett R. Smith LIB

**Constable, Precinct No. 2**  
*(Agente de Policía del Condado, Precinto Núm. 2)*

- Charlie Peña Jr REP
- Leticia R. Vazquez DEM

**Constable, Precinct No. 4**  
*(Agente de Policía del Condado, Precinto Núm. 4)*

- Larry Ricketts REP
- Kathryn Brown DEM

**Unopposed Candidates**  
**(Candidatos Sin Oposición)**  
 Declared Elected (*Declarado Electo*)

**STATE (ESTADO)**

**State Representative, District 123**  
*(Representante Estatal, Distrito Núm. 123)*  
**Diego Bernal** DEM

**State Representative, District 124**  
*(Representante Estatal, Distrito Núm. 124)*  
**Ina Minjarez** DEM

**District Judge, 57th Judicial District**  
*(Juez del Distrito, Distrito Judicial Núm. 57)*  
**Antonia "Toni" Arteaga** DEM

**District Judge, 73rd Judicial District**  
*(Juez del Distrito, Distrito Judicial Núm. 73)*  
**David A. Canales** DEM

**District Judge, 131st Judicial District**  
*(Juez del Distrito, Distrito Judicial Núm. 131)*  
**Norma Gonzales** DEM

**District Judge, 166th Judicial District**  
*(Juez del Distrito, Distrito Judicial Núm. 166)*  
**Laura Salinas** DEM

**District Judge, 175th Judicial District**  
*(Juez del Distrito, Distrito Judicial Núm. 175)*  
**Catherine Torres-Stahl** DEM

**District Judge, 379th Judicial District**  
*(Juez del Distrito, Distrito Judicial Núm. 379)*  
**Ron Rangel** DEM

**District Judge, 408th Judicial District**  
*(Juez del Distrito, Distrito Judicial Núm. 408)*  
**Angelica Jimenez** DEM

**District Judge, 438th Judicial District**  
*(Juez del Distrito, Distrito Judicial Núm. 438)*  
**Rosie Alvarado** DEM

**COUNTY (CONDADO)**

**County Commissioner, Precinct No. 2 (Unexpired Term)**  
*(Comisionado del Condado, Precinto Núm. 2) (Término No Completado)*  
**Justin Rodriguez** DEM

**Constable, Precinct No. 1**  
*(Agente de Policía del Condado, Precinto Núm. 1)*  
**Ruben C. Tejada** DEM

**Constable, Precinct No. 3**  
*(Agente de Policía del Condado, Precinto Núm. 3)*  
**Mark Vojvodich** REP

**Alamo Community College District – General Election**

*(Distrito Del Colegio Comunitario de Alamo - Elección General)*

**Trustee, District No. 4**

*(Regentes, Distrito Núm. 4)*

- Robert A. Casias
- José "Joe" Gallegos, Jr.
- Lorena "Lorraine" Pulido
- Connie Prado

**Trustee, District No. 9**

*(Regentes, Distrito Núm. 9)*

- Leslie Sachanowicz
- Joe Jesse Sanchez
- Michael John Good

**Alamo Community College District - Special Election**

*(Distrito Del Colegio Comunitario de Alamo - Elección Especial)*

**Trustee, District No. 2**

**(Unexpired Term)**

*(Regentes, Distrito Núm. 2)*

*(Término No Completado)*

- Jose A. Macias, Jr.
- Gloria Ray

**Green Valley Special Utility District - General Election**

*(Green Valley Special Utility District - Elección General)*

**Director (Director)**

Vote for none, one, two or three

*(Vote por ninguno, uno, dos o tres)*

- Robert (Bob) Roberson
- Johnny Guerra
- Christina Miller
- Steve Cooper
- Nicholas A. "Nick" Sherman

**Trinity Glen Rose Groundwater Conservation District - General Election**

*(Distrito de Conservacion de Agua Terrana de Trinity Glen Rose - Elección General)*

**Director, District 2**

*(Director, Distrito 2)*

- Joe duMenil
- Ed Scharf

**Edgewood Independent School District - General Election**

*(Distrito Escolar Independiente de Edgewood - Elección General)*

**Trustee, Place No. 7**

*(Para Regente, Lugar Núm. 7)*

- Richard Santoyo
- Ricky Escoto

**Trustee, Place No. 4 (Para Regente, Lugar Núm. 4)**

Unopposed Candidate Declared Elected  
*(Candidato sin oposición Declarado Electo)*

**Martha Castilla**

**Trustee, Place No. 5 (Para Regente, Lugar Núm. 5)**

Unopposed Candidate Declared Elected  
*(Candidato sin oposición Declarado Electo)*

**Joseph Guerra**

**Medina Valley Independent School- Board of Trustee Election**

*(Distrito Escolar Independiente de Medina Valley - Elección Para Junta de Regentes)*

**Trustee For Two At-Large Positions**

*(Regente, Para Dos Posiciones En General)*

Vote for none, one or two

*(Vote por ninguno, uno o dos)*

- Paula Davidson
- Darren Calvert
- Shannon Beasley
- Victoria Mata-McCullom
- Toby Tyler

**North East Independent School District - General Election**

*(Distrito Escolar Independiente de North East - Elección General)*

**Trustee, Place No. 1**

*(Para Regente, Lugar Núm. 1)*

- Mike Osborn
- Sandy Hughey

**Trustee, Place No. 3**

**(Unexpired Term)**

*(Para Regente, Lugar Núm. 3)*

*(Término No Completado)*

- Omar Leos
- Ione McGinty

**Trustee, Place No. 4**

*(Para Regente, Lugar Núm. 4)*

- David Beyer
- Joseph Hoelscher

**Trustee, Place No. 5**

*(Para Regente, Lugar Núm. 5)*

- Shannon Grona
- Cimarron Gilson

**Trustee, Place No. 6**

*(Para Regente, Lugar Núm. 6)*

- Tony Jaso
- Robert "Steve" Hilliard
- Dylan Pearcy

**Somerset Independent School District - General Election**

*(Distrito Escolar Independiente de Somerset - Elección General)*

**Trustee, Place No. 6**

*(Para Regente, Lugar Núm. 6)*

- Franciso De Luna
- Frank M. Munoz
- Leo C. Salas

**South San Antonio Independent School District - General Election**

*(Distrito Escolar Independiente de South San Antonio - Elección General)*

**Trustee, Place No. 1**

*(Para Regente, Lugar Núm. 1)*

- Veronica Barba
- Gina Villagomez

**Trustee, Place No. 2**

*(Para Regente, Lugar Núm. 2)*

- Ernesto Arrellano, Jr.
- Manuel R. Lopez

**Trustee, Place No. 3**

*(Para Regente, Lugar Núm. 3)*

Unopposed Candidate Declared Elected  
*(Candidato sin oposición Declarado Electo)*

**Homer Flores**

**Trustee, Place No. 5**

*(Para Regente, Lugar Núm. 5)*

Unopposed Candidate Declared Elected  
*(Candidato sin oposición Declarado Electo)*

**Connie Prado**

**Trustee, Place No. 7**

*(Para Regente, Lugar Núm. 7)*

Unopposed Candidate Declared Elected  
*(Candidato sin oposición Declarado Electo)*

**Stacey Alderete**

**Southwest Independent School District - General Election**

*(Distrito Escolar Independiente de Southwest - Elección General)*

**Trustee (Para Regente)**

Vote for none, one or two

*(Vote por ninguno, uno o dos)*

- Yolanda Garza-Lopez
- Joe Diaz
- Raul Leonidas Nuques
- Mike Frazier
- Pete "Pedro" Bernal

**CITY OF SAN ANTONIO - PROPOSITION A**  
SALES AND USE TAX FOR THE "PRE-K 4 SA"  
EARLY CHILDHOOD EDUCATION PROGRAM

"RENEWED ADOPTION OF A SALES AND USE TAX AT THE RATE OF ONE-EIGHTH OF ONE PERCENT FOR THE PURPOSE OF CONTINUED FINANCING OF AUTHORIZED PROGRAMS OF THE SAN ANTONIO EARLY CHILDHOOD EDUCATION MUNICIPAL DEVELOPMENT CORPORATION FOR A MAXIMUM PERIOD OF EIGHT YEARS."

**(CIUDAD DE SAN ANTONIO - PROPUESTA A)**  
(IMPUESTO SOBRE LAS VENTAS Y EL USO PARA EL PROGRAMA DE EDUCACIÓN EN LA PRIMERA INFANCIA " PRE-K 4 SA")

*(ADOPCIÓN RENOVADA DE UN IMPUESTO SOBRE LAS VENTAS Y EL USO A LA TASA DE UN OCTAVO DEL UNO POR CIENTO CON EL FIN DE CONTINUAR FINANCIANDO LOS PROGRAMAS AUTORIZADOS DE LA CORPORACIÓN DE DESARROLLO MUNICIPAL DE EDUCACIÓN DE LA PRIMERA INFANCIA DE SAN ANTONIO POR UN PERÍODO MÁXIMO DE OCHO AÑOS.)*

- **FOR (A FAVOR)**
- **AGAINST (EN CONTRA)**

**CITY OF SAN ANTONIO - PROPOSITION B**  
READY TO WORK SA WORKFORCE PROGRAM FOR JOB TRAINING AND SCHOLARSHIPS, A REALLOCATION OF AN EXISTING SALES AND USE TAX RESULTING IN NO NET TAX INCREASE.

"FOR THE PURPOSE OF FINANCING AUTHORIZED PROGRAMS RELATED TO JOB TRAINING AND THE AWARDING OF SCHOLARSHIPS OF THE SAN ANTONIO EARLY CHILDHOOD EDUCATION MUNICIPAL DEVELOPMENT CORPORATION, AN INCREASE OF ONE-EIGHTH OF ONE PERCENT OF SALES AND USE TAX NOT TO EXTEND BEYOND DECEMBER 31, 2025 AND COMMENCING UPON THE FULL COLLECTION OF THE SALES AND USE TAX PREVIOUSLY AUTHORIZED BY THE VOTERS FOR THE EDWARDS AQUIFER PROTECTION VENUE PROJECT AND THE PARKS DEVELOPMENT AND EXPANSION VENUE PROJECT."

THIS IS A REALLOCATION OF AN EXISTING SALES AND USE TAX RESULTING IN NO NET TAX INCREASE.

**(CIUDAD DE SAN ANTONIO - PROPUESTA B)**  
(PROGRAM READY TO WORK SA WORKFORCE PARA CAPACITACIÓN LABORAL Y BECAS, UNA REASIGNACIÓN DE UN IMPUESTO SOBRE LAS VENTAS Y EL USO EXISTENTE QUE NO GENERA UN AUMENTO IMPOSITIVO NETO.)

*(CON EL PROPÓSITO DE FINANCIAR PROGRAMAS AUTORIZADOS RELACIONADOS CON LA CAPACITACIÓN LABORAL Y LA CONCESIÓN DE BECAS DE LA SAN ANTONIO EARLY CHILDHOOD EDUCATION MUNICIPAL DEVELOPMENT CORPORATION, UN INCREMENTO DE UN OCTAVO DE UN POR CIENTO DE VENTAS Y USO DE IMPUESTOS DESDE EL 2025 PARA EXTENDER EL 31 DE DICIEMBRE. A PARTIR DEL COBRO COMPLETO DEL IMPUESTO SOBRE VENTAS Y USO PREVIAMENTE AUTORIZADO POR LOS VOTANTES PARA EL PROYECTO EDWARDS AQUIFER PROTECTION Y EL PARKS DEVELOPMENT AND EXPANSION VENUE PROJECT.*

SE TRATA DE UNA REASIGNACIÓN DE UN IMPUESTO SOBRE VENTAS Y USO EXISTENTE QUE NO GENERA UN AUMENTO IMPOSITIVO NETO.)

- **FOR (A FAVOR)**
- **AGAINST (EN CONTRA)**

**Advanced Transportation District - Special Election**  
(Elección Especial del Distrito de Transporte Avanzado)

**Advanced Transportation District - Proposition A**  
(Previously Created with Voter Approval by VIA Metropolitan Transit Authority)

To provide enhanced public transportation and public transportation mobility options, the Advanced Transportation District ("District") will utilize a one-eighth of one percent ( $\frac{1}{8}$  of 1¢) sales and use tax. The one-eighth of one percent ( $\frac{1}{8}$  of 1¢) sales and use tax proceeds shall be used for advanced public transportation services, operations, passenger amenities, equipment and other innovative, advanced public transportation purposes or public transportation mobility enhancement purposes.

The District's local sales and use tax will increase by a rate of one-eighth of one percent ( $\frac{1}{8}$  of 1¢) to a rate of three-eighths of one percent ( $\frac{3}{8}$  of 1¢), with such increase to begin on January 1, 2026. This is a reallocation of an existing sales and use tax resulting in no net tax increase.

"The increase by one-eighth of one percent ( $\frac{1}{8}$  of 1¢) of the local sales and use tax rate to three-eighths of one percent ( $\frac{3}{8}$  of 1¢) to begin on January 1, 2026."  
**(Distrito de Transporte Avanzado - Propuesta A)**  
(Creado previamente con la aprobación de los votantes por la VIA Metropolitan Transit Authority)

*(Para proporcionar un mejor transporte público y mejores opciones de movilidad en el transporte público, el Distrito de Transporte Avanzado ("Distrito") utilizará un impuesto sobre las ventas y el uso de un octavo del uno por ciento ( $\frac{1}{8}$  de 1¢). Los ingresos del impuesto sobre las ventas y el uso de un octavo del uno por ciento ( $\frac{1}{8}$  de 1¢) se utilizarán para servicios avanzados de transporte público, funcionamiento, servicios para pasajeros, equipo, así como para otros propósitos innovadores y avanzados de transporte público o para mejorar la movilidad del transporte público.*

*El impuesto local sobre las ventas y el uso del Distrito aumentará en una tasa de un octavo de uno por ciento ( $\frac{1}{8}$  de 1¢) a una tasa de tres octavos de uno por ciento ( $\frac{3}{8}$  de 1¢), y dicho aumento comenzará el 1 de enero de 2026. Esta es una reasignación de un impuesto sobre las ventas y el uso existente que no resulta en un aumento neto de impuestos.*

*"El aumento de un octavo del uno por ciento ( $\frac{1}{8}$  de 1¢) de la tasa del impuesto local sobre las ventas y el uso a tres octavos del uno por ciento ( $\frac{3}{8}$  de 1¢) comenzará del 1 de enero de 2026."*

- **FOR (A FAVOR)**
- **AGAINST (EN CONTRA)**

**San Antonio Independent School**

**District - Special Election**

*(Distrito Escolar Independiente de San Antonio - Elección Especial)*

**SAN ANTONIO ISD - PROPOSITION A  
SCHOOL BUILDINGS PROPOSITION**

"THE ISSUANCE OF AN AMOUNT NOT TO EXCEED \$1,210,000,000 SCHOOL BUILDING BONDS FOR THE CONSTRUCTION, RENOVATION, ACQUISITION, AND EQUIPMENT OF SCHOOL BUILDINGS IN THE DISTRICT, AND THE PURCHASE OF THE NECESSARY SITES FOR SCHOOL BUILDINGS AND THE LEVYING AND IMPOSITION OF TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS. THIS IS A PROPERTY TAX INCREASE."  
**(DISTRITO ESCOLAR INDEPENDIENTE DE SAN ANTONIO - PROPOSICIÓN A)**  
(PROPOSICIÓN PARA EDIFICIOS ESCOLARES)

*("LA EMISIÓN DE UNA CANTIDAD QUE NO EXCEDA \$1,210,000,000 DE BONOS PARA EDIFICIOS ESCOLARES PARA LA CONSTRUCCIÓN, RENOVACIÓN, ADQUISICIÓN, Y EQUIPO DE EDIFICIOS ESCOLARES EN EL DISTRITO Y LA COMPRA DE SITIOS NECESARIOS PARA EDIFICIOS ESCOLARES, Y LA RECAUDACIÓN E IMPOSICIÓN DE IMPUESTOS SUFICIENTE PARA PAGAR EL CAPITAL Y EL INTERÉS EN DICHOS BONOS. ESTO ES UN AUMENTO DEL IMPUESTO A LA PROPIEDAD.")*

- **FOR (A FAVOR)**
- **AGAINST (EN CONTRA)**

**SAN ANTONIO ISD - PROPOSITION B  
SCHOOL TECHNOLOGY PROPOSITION**

"THE ISSUANCE OF AN AMOUNT NOT TO EXCEED \$90,000,000 TECHNOLOGY BONDS FOR THE ACQUISITION AND UPDATE OF TECHNOLOGY EQUIPMENT AND THE LEVYING AND IMPOSITION OF TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS. THIS IS A PROPERTY TAX INCREASE."  
**(DISTRITO ESCOLAR INDEPENDIENTE DE SAN ANTONIO - PROPOSICIÓN B)**  
(PROPOSICIÓN PARA TECNOLOGÍA ESCOLAR)

*("LA EMISIÓN DE UNA CANTIDAD QUE NO EXCEDA \$90,000,000 DE BONOS PARA TECNOLOGÍA PARA LA ADQUISICIÓN Y MODERNIZACIÓN DE EQUIPO DE TECNOLOGÍA Y LA RECAUDACIÓN E IMPOSICIÓN DE IMPUESTOS SUFICIENTE PARA PAGAR EL CAPITAL Y EL INTERÉS EN DICHOS BONOS. ESTO ES UN AUMENTO DEL IMPUESTO A LA PROPIEDAD.")*

- **FOR (A FAVOR)**
- **AGAINST (EN CONTRA)**

**City of Alamo Heights - Bond Election**

*(Ciudad de Alamo Heights - Elección de Bonos)*

**CITY OF ALAMO HEIGHTS PROPOSITION A**

"THE ISSUANCE OF \$13,250,000 OF BONDS FOR THE PURPOSE OF FINANCING THE CITY'S PORTION OF COSTS RELATING TO THE AUSTIN HIGHWAY/LOWER BROADWAY IMPROVEMENT PROJECT, INCLUDING CONSTRUCTING DRAINAGE IMPROVEMENTS AND REPAIRING, RESTORING, RELOCATING, IMPROVING, REPLACING, ACQUIRING AND CONSTRUCTING OTHER UTILITY FACILITIES AND SURFACE LEVEL IMPROVEMENTS (SUCH AS SIDEWALK WIDENING, BIKE LANES, STREET LIGHTING AND LANDSCAPE IMPROVEMENTS) LOCATED ALONG THE AUSTIN HIGHWAY/LOWER BROADWAY IMPROVEMENT PROJECT, AND LEVYING A TAX SUFFICIENT TO PAY THE PRINCIPAL AND INTEREST THEREOF."

**(CIUDAD DE ALAMO HEIGHTS PROPUESTA A)**

*"(LA EMISION DE BONOS POR \$13,250,000 PARA FINANCIAR LA PORCION QUE CORRESPONDE A LA CIUDAD DE LOS COSTOS RELACIONADOS CON EL PROYECTO DE MEJORAS AUSTIN HIGHWAY/LOWER BROADWAY, INCLUYENDO LA CONSTRUCCION DE MEJORAS DE DRENAJE Y LA REPARACION, RESTAURACION, REUBICACION, MEJORA, REEMPLAZO, ADQUISICION Y CONSTRUCCION DE OTRAS INSTALACIONES Y MEJORAS DE NIVEL SUPERFICIE (COMO LA AMPLIACION DE BANQUETAS, CAMINOS PARA BICICLETAS, ALUMBRADO PUBLICO Y MEJORAS DE JARDINERIA) UBICADAS A LO LARGO DEL PROYECTO AUSTIN HIGHWAY/LOWER BROADWAY, Y LA ASIGNACION DE IMPUESTOS SUFICIENTES PARA PAGAR EL PRINCIPAL Y EL INTERES DE DICHOS BONOS.)"*

- **FOR (A FAVOR)**
- **AGAINST (EN CONTRA)**

**City of Converse - General Election**

*(Ciudad de Converse – Elección General)*

**For Council, Place No. 2**

*(Para Concejal, Lugar Núm. 2)*

Vote for none or one

*(Vote por ninguno o uno)*

- Brad Kessler
- Billy Ortiz
- Deborah James
- Steve Brown
- Paul Hinz
- Sonia Elias Shipp

**For Council, Place No. 4**

*(Para Concejal, Lugar Núm. 4)*

Vote for none or one

*(Vote por ninguno o uno)*

- Jacqueline Angulo
- Moises Soto
- Terry Bourland
- Jeff Beehler
- Jacob Tabora
- Dana Losey
- Kate Silvas

**For Council, Place No. 6**

*(Para Concejal, Lugar Núm. 6)*

Vote for none or one

*(Vote por ninguno o uno)*

- Marc Gilbert
- Jon Lindgren
- Chris Clark

**City of Fair Oaks Ranch – General Election**

*(Ciudad de Fair Oaks Ranch – Elección General)*

**For Council, Place No. 2**

*(Para Concejal, Lugar Núm. 2)*

- Roy E. Elizondo
- Tim Corley

**For Council, Place No. 6**

*(Para Concejal, Lugar Núm. 6)*

Unopposed Candidate Declared Elected

*(Candidato sin oposición Declarado Electo)*

**Gregory C. Maxton**

**City of Fair Oaks Ranch – Special Election**

*(Ciudad de Fair Oaks Ranch – Elección Especial)*

**City of Fair Oaks Ranch Proposition A**

Shall the City Council of the City of Fair Oaks Ranch, Texas, be re-authorized to continue a local sales and use tax in the City of Fair Oaks Ranch at the rate of one-fourth of one percent to provide revenue for maintenance and repair of municipal streets?

**(Ciudad de Fair Oaks Ranch - Proposición A)**

*(¿El consejo de la Ciudad de Fair Oaks Ranch, Texas, será reautorizado a continuar un impuesto local sobre ventas y uso en la Ciudad de Fair Oaks Ranch, Texas, a una tasa de un cuarto del uno por ciento para proporcionar ingresos asignados para el mantenimiento y reparaciones de calles municipales?)*

- **For (A favor)**
- **Against (En Contra)**

**City of Helotes - General Election**  
(Ciudad de Helotes - Elección General)

- For Council, Place No. 1**  
(Para Concejal, Lugar Núm. 1)
- o Craig Sanders
  - o Alan Holmes

- For Council, Place No. 2**  
(Para Concejal, Lugar Núm. 2)
- o Linda Salazar
  - o Alex Blue

- For Council, Place No. 4**  
(Para Concejal, Lugar Núm. 4)
- o Brandi Morgan
  - o Cynthia Massey

**City of Kirby - General Election**  
(Ciudad de Kirby - Elección General)

- For Council (Para Concejal)**  
Vote for none, one, two or three  
(Vote por ninguno, uno, dos o tres)
- o Stephen Pitmon
  - o Mike Martin
  - o Joe W. Salazar
  - o Sylvia Leos Apodaca
  - o Jerry Lehman

**City of Kirby - Special Election**  
(Ciudad de Kirby - Elección Especial)

- For Council (Unexpired Term)**  
(Para Concejal) (Término No Completado)  
Vote for none or one  
(Vote por ninguno o uno)
- o Thomas B. Hernandez
  - o Sidney (Sid) Sanders, Sr.

**City of Lytle - General Election**  
(Ciudad de Lytle - Elección General)

- For Mayor (Para Alcalde)**
- o Ruben Gonzalez
  - o Mark Bowen

**City of Lytle - Special Election**  
(Ciudad de Lytle - Elección Especial)

- City of Lytle - Proposition A**  
The legal sale of mixed beverages in restaurants by food and beverage certificate holders only.  
**(Ciudad de Lytle Propuesta A)**  
(La venta legal de bebidas alcohólicas mezcladas (cocteles) en restaurantes solo por los poseedores de un certificado de comidas y bebidas.)
- o **For (A favor)**
  - o **Against (En contra)**

**City of Sandy Oaks - General Election**  
(Ciudad de Sandy Oaks – Elección General)

- For Mayor (Para Alcalde)**
- o Allen Young
  - o Micki Ball

- For Alderman Place No. 2**  
(Para Concejal, Lugar Núm. 2)  
Unopposed Candidate Declared Elected  
(Candidato sin oposición Declarado Electo)
- Gary Bricken**

- For Alderman Place No. 4**  
(Para Concejal, Lugar Núm. 4)  
Unopposed Candidate Declared Elected  
(Candidato sin oposición Declarado Electo)
- John Crickmer**

**City of Schertz - General Election**  
(Ciudad de Schertz - Elección General)

- Council Member, Place 3 (Concejal, Lugar 3)**
- o Cedric Edwards
  - o Jill Whittaker

- Council Member, Place 4 (Concejal, Lugar 4)**
- o Michael Dahle

- Council Member, Place 5 (Concejal, Lugar 5)**
- o David L. Scagliola
  - o Gwen Jones

**City of Selma - Special Election**  
(Ciudad de Selma- Elección Especial)

**CITY OF SELMA - PROPOSITION A**  
THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN THE CITY OF SELMA, TEXAS AT THE RATE OF ONE-FOURTH OF ONE PERCENT TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS. THE TAX EXPIRES ON THE FOURTH ANNIVERSARY OF THE DATE OF THE ELECTION UNLESS THE IMPOSITION OF THE TAX IS REAUTHORIZED.  
**(CIUDAD DE SELMA PROPOSICIÓN A)**  
(LA REAUTORIZACION DEL IMPUESTO LOCAL DE VENTAS Y USO EN LA CIUDAD DE SELMA, TEJAS A LA TASA DE UN CUARTO DE UN POR CIENTO PARA CONTINUAR PROPORCIONANDO INGRESOS PARA EL MANTENIMIENTO Y LA REPARACION DE CALLES MUNICIPALES. EL IMPUESTO EXPIRA EN EL CUARTO ANIVERSARIO DE LA FECHA DE LA ELECCIÓN A MENOS QUE SE REAUTORICE LA IMPOSICIÓN DEL IMPUESTO.)

- o **FOR (A FAVOR)**
- o **AGAINST (EN CONTRA)**

**City of Somerset - General Election**  
(Ciudad de Somerset – Elección General)

- For Alderman (Para Concejal)**  
Vote for none, one or two  
(Vote por ninguno, uno o dos)
- o Jesse Vidales
  - o Joey Magdaleno, Jr.
  - o Jonathan Gutierrez

- For Mayor (Para Alcalde)**  
Unopposed Candidate Declared Elected  
(Candidato sin oposición Declarado Electo)
- Lydia Padilla Hernandez**

**City of Terrell Hills - General Election**  
(Ciudad de Terrell Hills – Elección General)

- For Mayor (Para Alcalde)**
- o John B. Low
  - o William Ochse III

- For Council, Place No. 1**  
(Para Concejal, Lugar Núm. 1)  
Unopposed Candidate Declared Elected  
(Candidato sin oposición Declarado Electo)
- William F. (Bill) Mitchell**

- For Council, Place No. 2**  
(Para Concejal, Lugar Núm. 2)  
Unopposed Candidate Declared Elected  
(Candidato sin oposición Declarado Electo)
- Kate Parish Lanfear**

**City of Universal City – Special Election**  
(Ciudad de la Ciudad Universal - Elección Especial)

**City of Universal City - Proposition A**  
Selling Approximately thirty-two (32) acres of parkland located near the intersection of Kitty Hawk and Universal City Blvd with the proceeds from the sale to be used to purchase or improve parkland elsewhere in the City. **(Ciudad de la Ciudad Universal - Proposición A)**  
(Venta Aproximadamente treinta y dos (32) acres de zonas verdes ubicadas cerca de la intersección de Kitty Hawk y Universal City Blvd. Las ganancias de la venta se utilizarán para comprar o mejorar áreas verdes en otras partes de la ciudad.)

- o **For (A favor)**
- o **Against (En contra)**

**City of Windcrest - General Election**  
(Ciudad de Windcrest – Elección General)

**For Council, Place No. 2**  
(Para Concejal, Lugar Núm. 2)

- Cindy Strzelecki
- Alice Vargas Relkin

**For Council, Place No. 3**  
(Para Concejal, Lugar Núm. 3)

- George Alva
- Greg Turner

**For Council, Place No. 1**  
(Para Concejal, Lugar Núm. 1)  
Unopposed Candidate Declared Elected  
(Candidato sin oposición Declarado Electo)  
**Wes Manning**

**City of Leon Valley - General Election**  
(Ciudad de Leon Valley – Elección General)

**For Council, Place No. 2**  
(Para Concejal, Lugar Núm. 2)

- Catherine R. Rodriguez
- Josh Stevens

**For Council, Place No. 4**  
(Para Concejal, Lugar Núm. 4)

- Rey Orozco
- Philip Campos

**For Mayor (Para Alcalde)**  
Unopposed Candidate Declared Elected  
(Candidato sin oposición Declarado Electo)  
**Chris Riley**

**City of Leon Valley - Special Election**  
(Ciudad de Leon Valley – Elección Especial)

**For Council, Place No. 1 Special Recall Election**  
Shall Donna Charles be removed from the office of City Council Place 1 by recall?  
(Para Consejo, Lugar Núm. 1 Elección Especial de Destitución)  
(¿Se deberá remover a Donna Charles del cargo del Consejo Municipal, Posición 1 por destitución?)

- Yes (Sí)
- No (No)

**For Council, Place No. 3 Special Recall Election**  
Shall Monica Alcocer be removed from the office of City Council Place 3 by recall?  
(Para Consejo, Lugar Núm. 3 Elección Especial de Destitución)  
(¿Se deberá remover a Monica Alcocer del cargo del Consejo Municipal, Posición 3 por destitución?)

- Yes (Sí)
- No (No)

**City of Leon Valley - Special Charter Amendments Election**  
(Ciudad de Leon Valley – Elección Especial de Enmiendas a la Carta)

**City of Leon Valley - Proposition A**  
An amendment to the City Charter requiring a tie in an election be resolved consistent with State law.  
(Ciudad de Leon Valley - Proposición A)  
(Una enmienda a la Carta Orgánica de la Ciudad que requiera que un empate en una elección se resuelva de conformidad con la ley estatal.)

- For (A favor)
- Against (En contra)

**City of Leon Valley - Proposition B**  
An amendment to the City Charter requiring the City Council, instead of the Mayor, approve an absence from a City Council meeting.  
(Ciudad de Leon Valley - Proposición B)  
(Una enmienda a la Carta Orgánica de la Ciudad que requiera que el Concejo Municipal, en lugar del Alcalde, apruebe una ausencia de una asamblea del Concejo Municipal.)

- For (A favor)
- Against (En contra)

**City of Leon Valley - Proposition C**  
An amendment to the City Charter providing that in order to be eligible to be elected or appointed to City Council you must not have been in violation of the City Charter in the last three years preceding the filing deadline or the appointment as applicable.  
(Ciudad de Leon Valley - Proposición C)  
(Una enmienda a la Carta Orgánica de la Ciudad que establezca que, para reunir los requisitos para ser elegido o nombrado para el Concejo Municipal, no debe haber violado la Carta Orgánica de la Ciudad en los últimos tres años anteriores a la fecha límite de presentación o nombramiento, según corresponda.)

- For (A favor)
- Against (En contra)

**City of Leon Valley - Proposition D**  
An amendment to the City Charter clarifying when an investigation and hearing related to an alleged forfeiture of office occurs.  
(Ciudad de Leon Valley - Proposición D)  
(Una enmienda a la Carta Orgánica de la Ciudad que aclare cuándo se produce una investigación y audiencia relacionada con una presunta pérdida del cargo.)

- For (A favor)
- Against (En contra)

**City of Leon Valley - Proposition E**  
An amendment to the City Charter providing for a three-year prohibition on holding office upon having forfeited an office of the City Council.  
(Ciudad de Leon Valley - Proposición E)  
(Una enmienda a la Carta Orgánica de la Ciudad que establezca una prohibición de tres años para ocupar un cargo después de perder un cargo del Concejo Municipal.)

- For (A favor)
- Against (En contra)

**City of Leon Valley - Proposition F**  
An amendment to the City Charter providing that should a Councilmember or the Mayor fail to continuously reside within the City Limits during their term of Office that they shall forfeit their office.  
(Ciudad de Leon Valley - Proposición F)  
(Una enmienda a la Carta Orgánica de la Ciudad que establezca que si un Concejal o el Alcalde no residen continuamente dentro de los Límites de la Ciudad durante su mandato, perderán su cargo.)

- For (A favor)
- Against (En contra)

**City of Leon Valley - Proposition G**  
An amendment to the City Charter prohibiting the City Council from approving an appointment of a prior City Council member to a paid City position within three (3) years after the expiration of their term.  
(Ciudad de Leon Valley - Proposición G)  
(Una enmienda a la Carta Orgánica de la Ciudad que prohíba al Concejo Municipal aprobar un nombramiento de un miembro anterior del Concejo Municipal para un puesto pagado de la Ciudad dentro de los tres (3) años posteriores al vencimiento de su mandato.)

- For (A favor)
- Against (En contra)

**City of Leon Valley - Proposition H**  
An amendment to the City Charter prohibiting individual members of City Council from releasing attorney-client privileged information and requiring that a waiver of the attorney-client privilege be approved by a vote of two-thirds (2/3) of the entire City Council.  
(Ciudad de Leon Valley - Proposición H)  
(Una enmienda a la Carta Orgánica de la Ciudad que prohíba a los miembros individuales del Consejo Municipal divulgar información privilegiada entre el abogado y el cliente, y requiere que se apruebe una exención del privilegio del abogado y el cliente por un voto de dos tercios (2/3) de todo el Concejo Municipal.)

- For (A favor)
- Against (En contra)

**City of Leon Valley - Proposition I**  
An amendment to the City Charter revising the process for Council Members placing an item on a City Council agenda.  
(Ciudad de Leon Valley - Proposición I)  
(Una enmienda a la Carta Orgánica de la Ciudad que revise el proceso de los Miembros del Consejo que colocan un asunto en la orden del día del Consejo Municipal.)

- For (A favor)
- Against (En contra)

**City of Leon Valley - Proposition J**  
An amendment to the City Charter authorizing the City Attorney to place items on the City Council agenda.  
(Ciudad de Leon Valley - Proposición J)  
(Una enmienda a la Carta Orgánica de la Ciudad que autorice al Abogado de la Ciudad a colocar asuntos en la orden del día del Consejo Municipal.)

- For (A favor)
- Against (En contra)

**City of Leon Valley - Proposition K**

An amendment to the City Charter providing that three Councilmembers constitute a quorum for conducting business.

**(Ciudad de Leon Valley - Proposición K)**

*(Una enmienda a la Carta Orgánica de la Ciudad que establezca que tres Concejales constituyen un quorum para realizar asambleas.)*

- **For (A favor)**
- **Against (En contra)**

**City of Leon Valley - Proposition L**

An amendment to the City Charter prohibiting the City Council from amending rules for hearings on forfeitures of office within 90 days of a complaint being filed.

**(Ciudad de Leon Valley - Proposición L)**

*(Una enmienda a la Carta Orgánica de la Ciudad que prohíba al Concejo Municipal enmendar las reglas para las audiencias sobre la pérdida de un cargo dentro de los 90 días posteriores a la presentación de una queja.)*

- **For (A favor)**
- **Against (En contra)**

**City of Leon Valley - Proposition M**

An amendment to the City Charter requiring a two-thirds vote of City Council to set the compensation of the City Manager.

**(Ciudad de Leon Valley - Proposición M)**

*(Una enmienda a la Carta Orgánica de la Ciudad que requiera un voto de dos tercios del Concejo Municipal para establecer la compensación del Administrador de la Ciudad.)*

- **For (A favor)**
- **Against (En contra)**

**City of Leon Valley - Proposition N**

An amendment to the City Charter providing that the presiding judge and any associate judges of the municipal court may be removed by an affirmative vote of two-thirds (2/3) of the City Council.

**(Ciudad de Leon Valley - Proposición N)**

*(Una enmienda a la Carta Orgánica de la Ciudad que establezca que el juez presidente y los jueces asociados del tribunal municipal pueden ser removidos por un voto afirmativo de dos tercios (2/3) del Concejo Municipal.)*

- **For (A favor)**
- **Against (En contra)**

**City of Leon Valley - Proposition O**

An amendment to the City Charter authorizing a designee of the City Secretary to issue a certificate of sufficiency to a petitioners committee.

**(Ciudad de Leon Valley - Proposición O)**

*(Una enmienda a la Carta Orgánica de la Ciudad que autorice a una persona designada por el Secretario de la Ciudad a emitir un certificado de suficiencia al comité de peticionarios.)*

- **For (A favor)**
- **Against (En contra)**

**City of Leon Valley - Proposition P**

An amendment to the City Charter deleting the prohibition on public comment during forfeiture of office hearings.

**(Ciudad de Leon Valley - Proposición P)**

*(Una enmienda a la Carta Orgánica de la Ciudad que elimine la prohibición de comentarios públicos durante las audiencias de destitución de cargo.)*

- **For (A favor)**
- **Against (En contra)**

**City of Leon Valley - Proposition Q**

An amendment to the City Charter extending the time for a council member subject to recall to request a public hearing on a recall petition from five (5) working days to ten working (10) days.

**(Ciudad de Leon Valley - Proposición Q)**

*(Una enmienda a la Carta Orgánica de la Ciudad que extienda el tiempo para que un miembro del consejo sujeto a destitución solicite una audiencia pública sobre una petición de destitución de cinco (5) días hábiles a diez (10) días hábiles.)*

- **For (A favor)**
- **Against (En contra)**

**City of Leon Valley - Proposition R**

An amendment to the City Charter giving discretion to an individual subject to recall as to when a public hearing should be held on their recall.

**(Ciudad de Leon Valley - Proposición R)**

*(Una enmienda a la Carta Orgánica de la Ciudad que otorgue discreción a una persona sujeta a destitución con respecto a cuándo debe celebrarse una audiencia pública sobre su destitución.)*

- **For (A favor)**
- **Against (En contra)**

**City of Leon Valley - Proposition S**

An amendment to the City Charter changing the minimum number of signatures necessary to submit an initiative petition from 300 registered voters to 500 registered voters.

**(Ciudad de Leon Valley - Proposición S)**

*(Una enmienda a la Carta Orgánica de la Ciudad que cambie el número mínimo de firmas necesarias para presentar una petición de iniciativa de 300 votantes registrados a 500 votantes registrados.)*

- **For (A favor)**
- **Against (En contra)**

**City of Leon Valley - Proposition T**

An amendment to the City Charter changing the minimum number of signatures necessary to submit a referendum petition from 300 registered voters to 500 registered voters.

**(Ciudad de Leon Valley - Proposición T)**

*(Una enmienda a la Carta Orgánica de la Ciudad que cambie el número mínimo de firmas necesarias para presentar una petición de referendum de 300 votantes registrados a 500 votantes registrados.)*

- **For (A favor)**
- **Against (En contra)**

**City of Leon Valley - Proposition U**

An amendment to the City Charter prohibiting the favoring or discrimination in the removal and appointments to city positions or offices based on gender, sexual orientation or legally protected classes.

**(Ciudad de Leon Valley - Proposición U)**

*(Una enmienda a la Carta Orgánica de la Ciudad que prohíba favorecer o discriminar en la destitución o los nombramientos a puestos o cargos de la ciudad en función de género, orientación sexual o clases legalmente protegidas.)*

- **For (A favor)**
- **Against (En contra)**

**City of Leon Valley - Proposition V**

An amendment to the City Charter defining certain words and phrases.

**(Ciudad de Leon Valley - Proposición V)**

*(Una enmienda a la Carta Orgánica de la Ciudad que defina ciertas palabras y frases.)*

- **For (A favor)**
- **Against (En contra)**

**City of Leon Valley - Proposition W**

An amendment to the City Charter deleting and revising provisions of the Charter which are unnecessary or duplicative of State law.

**(Ciudad de Leon Valley - Proposición W)**

*(Una enmienda a la Carta Orgánica de la Ciudad que revise y elimine las disposiciones de la Carta Orgánica que son innecesarias o duplican la ley estatal.)*

- **For (A favor)**
- **Against (En contra)**

**City of Leon Valley - Proposition X**

An amendment to the City Charter requiring a member of City Council who violates a law which would result in a forfeiture of office to self-report the violation within 10 working days of the violation with a failure to do so resulting in an automatic forfeiture of their office.

**(Ciudad de Leon Valley - Proposición X)**

*(Una enmienda a la Carta Orgánica de la Ciudad que requiera que un miembro del Concejo Municipal, que viole una ley que daría como resultado la pérdida de su cargo, denuncie la violación en un plazo de 10 días hábiles a partir de la violación; y, si omite hacerlo, el resultado a su falta sea la pérdida automática de su cargo.)*

- **For (A favor)**
- **Against (En contra)**

**City of Leon Valley - Proposition Y**

An amendment to the City Charter requiring allegations of violations of Section 3.08 or 3.09 of the City Charter be filed with the Mayor or City Manager in writing and that all members of City Council be notified of the allegation within 24 hours.

**(Ciudad de Leon Valley - Proposición Y)**

*(Una enmienda a la Carta Orgánica de la Ciudad que requiera que las acusaciones de violaciones de la Sección 3.08 o 3.09 de la Carta Orgánica de la Ciudad se presenten por escrito al Alcalde o al Administrador de la Ciudad; y, se notifique a todos los miembros del Concejo Municipal dentro de las 24 horas.)*

- **For (A favor)**
- **Against (En contra)**

**City of Leon Valley - Proposition Z**

An amendment to the City Charter requiring the Charter to be translated into Spanish and authorizing the translation into other languages.

**(Ciudad de Leon Valley - Proposición Z)**

*(Una enmienda a la Carta Orgánica de la Ciudad que requiera la traducción de la Carta Orgánica al español y autoriza la traducción a otros idiomas.)*

- **For (A favor)**
- **Against (En contra)**

**City of Leon Valley - Proposition AA**

An amendment to the City Charter amending the time required for the City Secretary to complete a certificate of sufficiency for an initiative or referendum petition from thirty (30) calendar days after the petition filed to forty-five (45) calendar days after the petition is filed.

**(Ciudad de Leon Valley - Proposición AA)**

*(Una enmienda a la Carta Orgánica de la Ciudad que modifique el tiempo requerido para que el Secretario de la Ciudad complete un certificado de suficiencia, para una iniciativa o petición de referéndum, de treinta (30) días naturales después de la petición presentada, a cuarenta y cinco (45) días naturales después de que la petición es presentada.)*

- **For (A favor)**
- **Against (En contra)**

**City of Leon Valley - Proposition BB**

An amendment to the City Charter providing that the Mayor may debate and discuss any policy matters before the City Council, but shall remain neutral and unbiased in dealing with citizens and City Council members.

**(Ciudad de Leon Valley - Proposición BB)**

*(Una enmienda a la Carta Orgánica de la Ciudad que establezca que el Alcalde puede debatir y discutir cualesquier asuntos de normas ante el Consejo Municipal, pero se mantendrá neutro e imparcial al lidiar con ciudadanos y miembros del Consejo Municipal.)*

- **For (A favor)**
- **Against (En contra)**

**City of Leon Valley - Proposition CC**

An amendment to the City Charter providing that the Mayor and City Council are not to encroach on the executive responsibilities of the City Manager and that the Mayor and City Council collectively, as a body, oversee the operations of the City through the City Manager.

**(Ciudad de Leon Valley - Proposición CC)**

*"(Una enmienda a la Carta Orgánica de la Ciudad que establezca que el Alcalde y el Consejo Municipal no deben interferir en las responsabilidades ejecutivas del Administrador de la Ciudad y que el Alcalde y el Consejo Municipal colectivamente, como organismo, supervisen las operaciones de la Ciudad a través del Administrador de la ciudad.)"*

- **For (A favor)**
- **Against (En contra)**