



**MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
November 10, 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, NOVEMBER 10, 2020, at 6:00 p.m.**

Overflow seating available at the Civic Center, Bluebonnet Hall, Building #5

City Council will hold its regularly scheduled meeting at 6:00 p.m., Tuesday, November 10, 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

**Opening Prayer and Pledges of Allegiance to the Flags of the United States and State of Texas.
(Mayor 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 by 5:00 p.m. on Monday, November 9, 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.

City Events and Announcements

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

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 meeting of October 27, 2020. (B. Dennis)
2. **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 with the YMCA of Greater San Antonio to operate the Schertz Area Senior Center. (B. James/L. Shrum)
3. **Resolution No. 20-R-132** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas approving requests for a Schertz Main Street Local Flavor Economic Development Grant for 537 Main. (M. Browne/B. James)
4. **Resolution 20-R-113** - Consideration and/or action approving a Resolution by the City Council of the City, Texas, authorizing expenditures not to exceed \$81,888.13 with C-3 Environmental Inc., for the Ashley Park Concrete Trail Project, and other matters in connection therewith. (B. James/L. Shrum)
5. **Cancellation of the December 22, 2020, Council Meeting** - Consideration and/or action canceling the December 22, 2020, City Council meeting due to the Christmas Holiday. (M. Browne/B. Dennis)
6. **Resolution No. 20-R-115** – Consideration and/or action approving 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 Phelan-Bennett, LLC. (M. Browne/A. Perez)

7. **Resolution No. 20-R-131** – 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 Cibolo Creek Municipal Authority ("CCMA") for the lease of real property for the operations and maintenance of a Wastewater Liftstation Facility. (C. Kelm/S. Williams/J.Hooks)
8. **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. ***Final Reading*** (M. Browne/B. Dennis)
9. **Ordinance No. 20-S-33** - 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. ***Final Reading*** (B. James/L. Wood/N. Koplyay)

Discussion and Action Items

Public Hearings

10. **Ordinance No. 20-S-37** - Conduct a public hearing, consider and/or act upon request to amend the Comprehensive Land Use Plan by changing approximately 40 acres of the Future Land Use Map from the Estate Neighborhood and Agricultural Conservation land use designations to the Single-Family Residential land use designation, generally located approximately 4,000 feet east of the intersection between FM 1518 and Lower Seguin Road, also known as Bexar County Property Identification Numbers 310024 and 310031, City of Schertz, Bexar County, Texas. ***First Reading*** (B. James/L. Wood/ N. Koplyay)
11. **Ordinance No. 20-K-35** - Conduct a public hearing and consider and act upon an ordinance requesting to close and abandon to the abutting property owners a portion of Urban Lane Right-of-Way between Live Oak Hills Subdivision Lot 1, Block 55 (Guadalupe County Property ID: 32206) and Live Oak Hills Subdivision Lot 18, Block 54 (Guadalupe County Property ID: 32205); and establishing an effective date hereof. ***First Reading*** (B.James/L. Wood/E. Delgado)

Roll Call Vote Confirmation

Workshop

12. **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)
13. **Staff Compression** - Update on Staff Compression Issue. (C. Kelm/J. Kurz)

Closed Session

- 14.** 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-064

Reconvene into Regular Session

- 14A.** Take any action based on discussion held in closed session under Agenda Item 14.

Roll Call Vote Confirmation

Information available in City Council Packets - NO DISCUSSION TO OCCUR

- 15.** **Monthly update** - on major projects in progress/CIP. (B. James/K. Woodlee)
- 16.** Schertz Economic Development Corporation (SEDC) Performance Agreement Payments. (A. Perez)

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 6th DAY OF NOVEMBER 2020 AT 4:30 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

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

| | |
|---|--|
| Mayor Gutierrez Audit Committee Investment Advisory Committee Main Street Committee | Councilmember Scagliola – Place 5 Cibolo Valley Local Government Corporation - Alternate Hal Baldwin Scholarship Committee Interview Committee for Boards and Commissions - Alternate Schertz-Seguin Local Government Corporation |
| Councilmember Davis– Place 1 Audit Committee Interview Committee for Boards and Commissions Main Street Committee - Chair Schertz Housing Authority Board TIRZ II Board | Councilmember Scott – Place 2 Interview Committee for Boards and Commissions |

| | |
|--|---|
| Councilmember Larson – Place 3 Main Street Committee – Vice Chair | Councilmember Dahle – Place 4 Cibolo Valley Local Government Corporation Interview Committee for Boards and Commissions TIRZ II Board |
| Councilmember Heyward – Place 6 Audit Committee Investment Advisory Committee Schertz Animal Services Advisory Commission | Councilmember Brown – Place 7 Main Street Committee Schertz-Seguin Local Government Corporation - Alternate |

CITY COUNCIL MEMORANDUM

City Council Meeting: November 10, 2020
Department: City Secretary
Subject: Minutes – Consideration and/or action regarding the approval of the minutes of the meeting of October 27, 2020. (B. Dennis)

BACKGROUND

The City Council held a Regular City Council meeting on October 27, 2020.

RECOMMENDATION

Recommend Approval.

Attachments

DRAFT MINUTES 10-27-2020

DRAFT

MINUTES REGULAR MEETING October 27, 2020

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on October 27, 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: Councilmember Tim Brown; Councilmember Mark Davis; Councilmember Scott Larson; Councilmember Michael Dahle; Councilmember David Scagliola; Councilmember Allison Heyward

Absent: Mayor Ralph Gutierrez - excused absence; Mayor Pro-Tem Rosemary Scott - excused absence

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; Deputy City Secretary Gayle Wilkinson; Executive Director Economic Development Adrian Perez

Call to Order Regular Session

Councilmember Scagliola called the regular meeting to order at 6:00 p.m. He mentioned that the Mayor and Mayor Pro-Tem were absent this evening and he would be presiding.

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

Councilmember Scagliola recognized Councilmember Larson who provided the opening prayer followed by the Pledges of Allegiance to the Flags of the United States and the State of Texas.

Councilmember Scagliola mentioned that while you are sitting in the audience you may or may not choose to wear to your masks, but if you move around the chambers, we ask that you please place your masks back on.

Presentations

- Proclamation recognizing Domestic Violence Awareness Month. (Mayor/N. Solis Douglass)

Councilmember Scagliola read and presented the proclamation to Ms. Nichole Solis Douglass, Crime Victim Liaison with the Schertz Police Department. Ms. Douglass thanked the Council for their continued support.

- Presentation on Blue Santa Program (M. Fleck)

Councilmember Scagliola recognized Ms. Melissa Fleck, Police Administrative Assistant who stated the Blue Santa Program was created to help bring holiday happiness to families and children in Schertz. She stated this year they are introducing their Blue Santa tree. They will have children that need wishes adopted on their tree and you can choose how many tags you would like.

Applications for those individuals requesting assistance are available now. You can find the applications at Schertz.com and also at the Schertz Police Department records window. The deadline for applications will be Monday, November 23rd.

Tag pickup will be from November 30th until they run out in the lobby at the Police Dept. Please do not leave the PD with the tags until you have visited the records window and given them your information. The deadline to return the tags and gifts will be Monday, December 14th. Please return the gifts with tags unwrapped. Please contact Melissa Fleck or Officer Kraft at (210) 619-1200 for more information.

- Presentation on Operation Polar Express (A. Kraft)

Councilmember Scagliola recognized Special Projects Officer Anna Kraft with the Police Department who stated this is the 2nd year they are doing this program to try to cut down on package thefts. They are having the Citizens of Schertz mail their packages to the Police Department and it will be kept safe until they pick the package up. To pick the package up, the citizen will need to provide their ID card and the tracking number of the package. The dates of this program will be November 6th through December 23rd. Any package not picked up by December 24th will be returned to sender.

Employee Recognition

Each department introduced their new employees:

- Engineering - Eric Schulze - Engineer (K. Woodlee) - Not able to be present.
- 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)

Councilmember Scagliola recognized Assistant to the City Manager Sarah Gonzalez who provided the following announcements:

Election Notice - The City of Schertz will hold a General Election to elect the following places:

City Councilmember, Place 3

City Councilmember, Place 4

City Councilmember, Place 5

Early voting continues through this Friday, October 30, 2020. Please check the city's website for a list of Early Voting locations.

The General Election will take place on November 3, 2020 from 7 AM to 7 PM. Check the City website for your County's list of Vote Centers or if questions contact the City Secretary's office.

Wednesday, October 28

National First Responder Day - National First Responders Day on October 28th recognizes the heroic men and women who make it their business to take immediate action when disaster strikes. Lunch will be provided at 11:30 AM for Fire, EMS, and PD. Fire will serve lunch out of Station 1, EMS and PD will serve out of their training rooms. The catered food will be individually wrapped BBQ plates.

Saturday, October 31

Candy Cruisin' Trail

12:00 PM – 5:00 PM

The 'Drive-Thru' Treat Trail will be open from 12-5 on Halloween. Families are encouraged to dress in costume and follow the trail. Participating businesses will have their 'trunk' outdoors to share 'treats'. More information can be found at www.schertz.com or the City of Schertz Parks & Recreation Facebook page

Tuesday, November 3

Due to the Election, City Council will not meet on Tuesday, November 3rd. The

next regular City Council meeting will be held Tuesday, November 10th at 6:00 PM Council Chambers

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

None were provided

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

None were provided

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 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.

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Councilmember Scagliola recognized the following who spoke:

- Miss Kaelyn - Student with Kung Jung Mul Sul - who provided information on their recent and upcoming activities. She stated that she will be testing for her black belt.
- Mrs. Maggie Titterington - The Chamber who provided information regarding the recent and upcoming Chamber events:
 - First annual Shred Day yielded 304 cars and \$1600 in donations. They are dividing those donations into \$800 each for Racap Thanksgiving and

Christmas baskets. hYPer will be shopping for food and delivering for both Thanksgiving and Christmas, to include presents at Christmas.

- Mayor Gutierrez is a finalist for Mr. Congeniality, and we hope he will be in attendance on November 17th to see if the business community has voted him to win.

- Mrs. Jill Whittaker, 2214 Hopeseed - who introduced herself and spoke as a candidate for City Council Place 3.
- Mrs. Susan DeGraffenried, 5140 Columbia Dr., who spoke in favor of agenda item 12 supporting the grant application for development of the Hilltop/Homestead Park.

City Secretary Brenda Dennis read the following into record for those that provided information prior to the council meeting.

- Mr. Clark McChesney President, Laura Heights Estates HOA - spoke on behalf of their Board of Directors in support of agenda Item 22, rezoning from Manufacturing Light and General Business to Planned Development District. Also, he expressed that development does not come without cost in city services and infrastructure. Took exception to the statement in the background information where it reads there will be minimal impact on public services such as schools, fire, police, etc., They believe every community in Southern Schertz will tell you that they feel they are underserved with routine police patrolling. Chief Hansen's focus on community policing is great, but his department is under-resourced to meet the mission. They rarely see routine police patrols in Laura Heights Estates. On the subject of infrastructure, Graytown and Boenig roads are both substandard and rapidly deteriorating. The speed limit on Graytown at 45 mph is too high for the condition of the road. They encourage council to approve the rezoning change, but only if they also intend to make a future commitment to additional resources for the underserved residents of Southern Schertz.
- Mr. John Sullivan, 513 Triple Crown - spoke on his concerns of approving agenda item 22, rezoning from Manufacturing Light and General Business to Planned Development District as it will put increased demands on city staff and services. He stated that generally the impact on city services would not be a major factor, but given we are already understaffed in departments and this is even farther from the city's service points. Rezoning from GB and M-1 is likely to have a greater cost to the city long-term.

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 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)

Councilmember Scagliola asked Council if there were any items to be removed from Consent for separate action. No items were removed.

Moved by Councilmember Allison Heyward, seconded by Councilmember Michael Dahle to approve consent agenda items 1 through 19.

AYE: Councilmember Tim Brown, Councilmember Mark Davis,
Councilmember Scott Larson, Councilmember Michael Dahle,
Councilmember David Scagliola, Councilmember Allison
Heyward

Passed

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)

The following item was read into record:

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. First and Final reading

Councilmember Scagliola recognized Finance Director James Walters who stated as previously briefed at the Council's September 22nd 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.

Mr. Walters introduced Financial Advisor Mark McLiney with SAMCO Capital who provided a presentation regarding the bids that were received and the bond refunding results. Raymond James & Associates, Inc., low bid at 1.171036%. Preliminary Gross Savings \$1,342,223 - Final \$1,947,942.

Councilmember Dahle stepped off the dais and was not present for the vote.

Moved by Councilmember Scott Larson, seconded by Councilmember Mark Davis moved to adopt an ordinance authorizing the issuance of City of Schertz, Texas General Obligation Refunding Bonds, Series 2020.

AYE: Councilmember Tim Brown, Councilmember Mark Davis,
Councilmember Scott Larson, Councilmember David Scagliola,
Councilmember Allison Heyward

Passed

- 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)

Councilmember Dahle returned to the dais.

The following was read into record:

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.

Councilmember Scagliola recognized Assistant City Manager Brian James who introduced this item stating 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.

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.

Staff recommends 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. Mr. James addressed questions from Council.

Moved by Councilmember Tim Brown, seconded by Councilmember Allison Heyward to approve Resolution No. 20-R-83.

AYE: Councilmember Tim Brown, Councilmember Mark Davis,
Councilmember Scott Larson, Councilmember Michael Dahle,
Councilmember David Scagliola, Councilmember Allison
Heyward

Passed

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. Koplyay)

The following was read into record:

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. ***First Reading.***

Councilmember Scagliola recognized Planner 1 Nick Koplyay who provided a PowerPoint presentation introducing this items. Mr. Koplyay the applicant is proposing a zone change for 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. Staff recommends approval.

Mr. Koplyay introduced Mr. David Rittenhouse, Developer for the project who came forward also providing a PowerPoint presentation regarding the proposed zoning change.

Councilmember Scagliola opened the public hearing for those wishing to speak. As no one spoke; Councilmember Scagliola closed the public hearing for Council comments. Mr. Koplyay addressed questions from council.

Moved by Councilmember Michael Dahle, seconded by Councilmember Mark Davis to approve Ordinance 20-S-33 on first reading.

AYE: Councilmember Tim Brown, Councilmember Mark Davis,
Councilmember Scott Larson, Councilmember Michael Dahle,
Councilmember David Scagliola, Councilmember Allison
Heyward

Passed

Roll Call Vote Confirmation

City Secretary Brenda Dennis provided the roll call vote confirmation for agenda items 1 through 22.

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)

Councilmember Scagliola 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, Comal and Guadalupe counties. Chief Long addressed questions.

Closed Session

Councilmember Scagliola asked staff and guest who were not participating in the closed session to wait outside the chambers until they are finished. Councilmember Scagliola recessed the regular meeting into Closed Session at 7:39 p.m., and the following item was read into record:

- 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

Councilmember Scagliola reconvened into regular session at 7:56 p.m.

- 24A** Take any action based on discussion held in closed session - Agenda Item 24.
No action taken.

Roll Call Vote Confirmation

No roll call was taken as no action was provided on agenda item 24A.

Information available in City Council Packets - NO DISCUSSION TO OCCUR

Councilmember Scagliola mentioned agenda item 25 which was in the council packet as well as on the city website.

- 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.

City Manager Dr. Mark Browne stated that he participated in the "Love where you live" program in Aviation Heights area two weeks ago. Great opportunity and great turnout and very successful event. He looks forward to the next event

in six months.

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

None at this time.

- 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

Councilmember Scagliola recognized Council Member Dahle who stated he attended a few events over the last few months. Chamber events, Coffee with the Chamber and the multiple business ribbon cutting events on Main Street.

Councilmember Scagliola stated he participated in the Back the Blue Parade.

Councilmember Heyward stated she too attended several events. Plaque presentation with The Chamber, MAC luncheon on Randolph Air Force Base, Northeast Partnership luncheon, Texal Municipal League Conference on-line, Back the Blue Parade and the Fire Poster Judging Contest.

Councilmember Tim Brown ask if anyone had received the official count of participation on the Back the Blue Parade, Councilmember Heyward stated she believed it was about 260.

Adjournment

Councilmember Scagliola adjourned the meeting at 7:58 p.m.

David Scagliola, Councilmember

ATTEST:

Brenda Dennis, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: November 10, 2020

Department: Parks, Recreation & Community Service

Subject: 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 with the YMCA of Greater San Antonio to operate the Schertz Area Senior Center. (B. James/L. Shrum)

BACKGROUND

The Schertz Area Senior Center has been operated by the YMCA of Greater San Antonio since 2015, with the original contract period expiring in 2020. Over the last five years, the center has grown in popularity with membership growing from 399 members in 2015 to 1,756 in 2019. Programs have also increased from about 20 per month to 488 per month in 2019. Because of the growth in membership, city staff decided to go through the Request for Proposals (RFP) process to re-evaluate the operations and restructure the agreement going forward.

The membership fees paid by senior members will now be collected by the City of Schertz and a monthly fee will be paid to the operator. After the required public posting periods for the RFP, city staff evaluated the proposals. The YMCA of Greater San Antonio was the sole respondent with a proposed monthly fee of \$13,353.00 (\$160,236.00 annually), with an annual increase afforded to the contractor of no more than 3% of the contract price per year. After reviewing the proposal and verifying program requirements were included, city staff recommended awarding the management contract to the YMCA.

The contract is for a period of 5 years and allows for an additional 5 extensions each of one year (so up to 10 years). The City can terminate the agreement at will with 5 days notice.

GOAL

The goal is to award a contract to continue operations of the Schertz Area Senior Center and maintain the success of the center. Programs regarding fitness, health, wellness, nutrition, life enrichment, peer discussion, and support groups were all required components of the successful operations plan.

COMMUNITY BENEFIT

The Schertz Area Senior Center provides a safe place for seniors to interact, receive a nutritious meal, and participate in recreational programming that enhances their physical, mental, and emotional well-being. The city provides this service to this vulnerable population because it reflects our core values of "Do the Right Thing" and "Treat Others the Way you Want to be Treated." The YMCA of Greater San Antonio has a mission focusing on healthy living, youth development, and social responsibility which aligns well with the goals of the Schertz Area Senior Center.

Staff plans to bring a workshop discussion to City Council to discuss the issue of resident and nonresident fees. Given the change in terms of the agreement, with the City keeping all membership fees, the City is able to make that decision without impacting operations of the Senior Center.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 20-R-109.

FISCAL IMPACT

The proposed management fee represents a 10% increase from the previous contracted price. The budget for the Senior Center operations comes out of Department 901: City Assistance, and there is currently \$260,000 in the budget. Originally, \$146,000 was allocated for the operations contract and \$114,000 was allocated for the Senior Nutrition Program. We saw a slight decrease in the growth trajectory of number of meals ordered and it remained steady in 2019 and early 2020, so the actual amount spent on meals is approximately \$10,000 less per year (pre-COVID.) City staff also continue to submit reimbursement requests through AACOG from the federal Nutrition Program for Older Americans and the city is receiving 12-14% of the total cost of the meals per month in reimbursement. This federal reimbursement offsets the additional costs incurred with this management contract price increase. City staff will budget in the 3% percent annual increase allowed per the contract over the next 5 years.

RECOMMENDATION

Approval of Resolution 20-R-109.

Attachments

Senior Center Operations
Agreement

RESOLUTION NO. 20-R-109

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE YMCA OF GREATER SAN ANTONIO TO OPERATE THE SCHERTZ AREA SENIOR CENTER, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the “City”) has completed a Request for Proposals (RFP) process for management and operations of the Schertz Area Senior Center; and

WHEREAS, City staff has determined that the YMCA of Greater San Antonio is a qualified vendor and has submitted a qualified proposal;

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into an agreement with the YMCA of Greater San Antonio to operate the Schertz Area Senior Center.

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 an agreement with the YMCA of Greater San Antonio to operate the Schertz Area Senior Center.

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

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

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

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

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

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

PASSED AND ADOPTED, this ____ day of _____, 2020.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

SERVICE AGREEMENT

[illegible]

This Service Agreement ("Agreement") is made and entered by and between the City of Schertz, Texas, (the "City") a Texas municipality, and YMCA of Greater San Antonio ("Contractor").

Section 1. Duration

This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect through September 30, 2025 with the option to renew for five (5) additional terms of one (1) year each unless terminated as provided for in this Agreement.

Section 2. Scope of Work

- (A) Contractor shall perform the Work as more particularly described in the Scope of Work attached hereto as Exhibit "A". The work as described in the Scope of Work constitutes the "Project".
- (B) The Quality of Work provided under this Agreement shall be of the level of quality performed by Contractors regularly rendering this type of service.
- (C) The Contractor shall perform its Work for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- (D) The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent Contractor or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation

- (A) The Contractor shall be paid in the manner set forth in Exhibit "A" and as provided herein.
- (B) *Billing Period.* The Contractor may submit an invoice for payment upon completion of the described tasks. Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Contractor's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.
- (C) *Reimbursable Expenses.* Any and all reimbursable expenses related to the Project shall be included in the scope of Work (Exhibit A) and accounted for in the total contract amount.

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

- (1) All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.
- (2) The payments to be made to Contractor, or other expenditures under this Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52-a of the Texas Constitution or Chapter 380 of the Texas Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.
- (3) In the event the City does not appropriate funds in any fiscal year for payments due or expenditures under this Agreement, the City shall not be liable to Contractor for such payments or expenditures unless and until appropriation of said funds is made; provided, however, that Contractor, in its sole discretion, shall have the right but not the obligation to terminate this Agreement and shall have no obligations under this Agreement for the year in respect to which said unappropriated funds relate.
- (4) To the extent there is a conflict of this Section and any other language or covenants in this Agreement, this Section 3 shall control.

Section 4. Time of Completion

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

Section 5. Insurance

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

Contractor shall maintain the following limits and types of insurance:

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

General Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not

less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

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

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

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

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

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

Section 6. Miscellaneous Provisions

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

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

(C) *Independent Contractor.* Contractor acknowledges that Contractor is an independent

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

- (D) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.
- (E) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.
- (F) *Conflict of Terms.*
Scope of work:
In the case of any conflicts between the terms of this Agreement within the Scope of Work, this Agreement shall govern. The Scope of Work is intended to detail the

technical scope of Work, fee schedule, and contract time only and shall not dictate Agreement terms.

Other Agreements between parties:

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

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

Relevant definitions from the bill:

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

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

Section 7. Termination

- (A) This Agreement may be terminated:

- (1) By the mutual agreement and consent of both Contractor and City;
- (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
- (3) By the City, immediately upon notice in writing to the Contractor, as consequence of the failure of Contractor to perform the Work contemplated by this Agreement in a timely or satisfactory manner;
- (4) By the City, at will and without cause upon not less than five (5) days written notice to the Contractor.

- (B) If the City terminates this Agreement pursuant to subsection 7(A)(2) or (3), above, the Contractor shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those Work that have been timely and adequately performed by the Contractor considering the actual costs incurred by the Contractor

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

Section 8. Indemnification

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

Section 9. Notices

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

Section 10. No Assignment

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

Section 11. Severability

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

Section 12. Waiver

Either City or the Contractor shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 13. Governing Law; Venue

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

Section 14. Paragraph Headings; Construction

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

Section 15. Binding Effect

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

Section 16. Gender

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

Section 17. Counterparts

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

Section 18. Exhibits & Attachments

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

Section 19. Entire Agreement

It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 20. Relationship of Parties

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

Section 21. Right To Audit

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

Section 22. Dispute Resolution

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

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

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

Certificate of Interested Parties

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

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

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

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

CITY:

CONTRACTOR:

By: _____
Name: Dr. Mark Browne
Title: City Manager

By: _____
Name: _____
Title: _____

ADDRESS FOR NOTICE:

CITY:

CONTRACTOR:

City of Schertz
Attn: Dr. Mark Brown, City Manager
1400 Schertz Parkway
Schertz, Texas 78154

Exhibit “A”

SCOPE OF WORK

Scope of Work

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

Senior Center will continue to serve citizens 50 years and older, with leisure, wellness, civic, and educational opportunities for the purpose of enriching quality of life, expanding interest and offering exposure in areas identified by seniors in a safe and wholesome environment. The YMCA of Greater San Antonio aims to maintain and eventually increase center membership through innovative programming and robust strategic community outreach.

A. Program Overview

Aligning with the purpose of managing and operating the Schertz Area Senior Center, the YMCA of Greater San Antonio will provide continuation and enhancement of programming to seniors residing in Schertz and the surrounding communities. The center will harbor opportunities for seniors to experience a strong sense of belonging while building a network of friends who provide supportive communities for sustained individual health and wellbeing. Currently, the Schertz Area Senior Center has over 80 members that volunteer as congregate meal servers, front desk greeters, instructing mentors, choir singers and committee members that total 12,387 hours in 2019 (1,032 hours monthly average). The Y recognizes that keeping older adults healthy and active enriches entire communities because it empowers them to participate more fully in their families and neighborhoods.

The Y will provide opportunities for seniors to participate in the day-to-day operation of the center, further enhancing a sense of pride and purpose.

Direction will be sought out from members via input survey solicitation both on a monthly basis by program staff and at the leisure of the member. Surveys and requests for programming will be of easy access at all times. With the direction of the seniors, the Y will continue to populate the center with beloved and new enriching activities, providing seniors with opportunities to interact with peers, become involved in their community and to participate in and contribute to the culture of the City of Schertz.

B. Program Activities and Components

a. Fitness, Health, and Wellness

Certified and trained Y Fitness Instructors along with the collaborative parties will lead various exercise and mobilization classes at the Schertz Area Senior Center and additional locations of the Schertz Family YMCA and the Aquatics Complex.

Ongoing Fitness, Health and Wellness Programs offered at the Senior Center include but are not limited to:

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| A Matter of Balance | This is an award winning program offered by AACOG designed to reduce the fear of falling and increase activity levels |
| A.O.A Adaptive Yoga | Fall Prevention and Balance Yoga will move your body through a complete series of seated and standing poses. Chair support is to offer safely. |
| Aqua Fit, Water Aerobics, Water Zumba | Resistance based in-water workout designed for everyone, but especially those with joint ailments or injuries. |
| Chair Volleyball | Fun-filled game played with a beach ball and volleyball net. Chair volleyball is great for upper body mobility and joint flexibility. |
| Diabetes Prevention | A trained lifestyle coach facilitates a small group of adults to discuss behavior changes that can improve the health of participants. The program consists of 25 one-hour sessions delivered over the course of a year. |
| Silver Sneakers Classic | Move to the music through a variety of exercises to increase muscular strength, range of movement and activities for daily living. |
| Pickleball | Paddlesport that combines elements of tennis, badminton and table tennis. |
| WellMed Arthritis Exercises | WellMed staff allows participants to exercise without putting excess strain on your joints and muscles. |
| Line Dancing | Line dancing presents itself as the perfect form of exercise for older people because it provides the benefits of an aerobic workout which maintains a healthy heart and also provides a platform to get involved in a social environment. |
| Silver Sneakers Yoga and Gentle Yoga | Yoga will move your body through a complete series of seated and standing poses. Chair support is offered to safely perform a variety of postures. |
| Zumba & Zumba Gold | Senior Based Zumba fuses hypnotic Latin rhythms and easy to follow moves to create a dynamic fitness class! |
| Texas A&M AgriLife Walk Across Texas | Held twice a year seasonally, members form teams and complete health and wellness tasks converted upon completion in miles to see how far they have crossed our State. This competition is held regionally and state wide. |

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| Walking Club | Held twice a year seasonally, members walk a specific course to and from the Senior Center. Members will walk for 8 to 10 weeks and upon completion receive health and wellness gear provided by the YMCA. |
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b. Nutrition

The Nutrition and Lunch component of the program will be met as a continuation of the senior center's previously established meal program collaboration with the City of Schertz. The City of Schertz will provide the funding for the nutrition program. Currently free meals are provided to seniors for lunch Monday – Friday (excluding city holidays.) The meals are nutritionally balanced for seniors and include juice or milk. Any additional coffee or tea served in the center is considered part of supplies and is provided by the YMCA of Greater San Antonio. The cost of the nutrition program is partially reimbursed from federal funds, and the City of Schertz will continue to administer that grant program. The Senior Center Director will administer the data collection on site for the program and provide it to the city.

Ongoing Nutrition Programs offered at the Senior Center will include but not be limited to:

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| Texas AgriLife Nutrition Lectures | Texas Agrilife Extension Staff provide food and Nutrition education to vulnerable limited resource senior adults residing in our community. |
| Cooking Well with Diabetes | A series of four, fun, interactive classes packed with research based information and delicious diabetes friendly recipes. |
| Diabetes Prevention Program | Offered by Y Healthy Living, this program helps adults at high risk of developing type 2 diabetes adopt and maintain healthy lifestyles. The YMCA's Diabetes Prevention Program is part of the CDC-led National Diabetes Prevention Program. |
| Lecture Series: Adherence & Blood Glucose Monitoring | Assist adults diagnosed with hypertension to lower their systolic and diastolic blood pressure through the simple process of checking and recording their blood pressure at least twice a month over a four-month period. |

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| AACOG - Texercise: Exercise and Nutrition | A statewide health and wellness initiative of the Texas Health and Human Services Commission (HHSC) that encourages individuals and communities to adopt healthy lifestyle habits such as regular physical activity and good nutrition . |
| Texas A&M AgriLife Eat Smart | Presented by the Texas A&M Agrilife Extension Service. Enjoy fun and lively activities with other older adults. Participants talk about easy ways to make smart food choices and exercise more. |
| WellMed Health Screenings | WellMed Staff provide a complimentary health screening for seniors. No appointment is necessary |

c. Life Enrichment

To further enhance the senior program-scope in the focus area of Life Enrichment, the collaborative parties have been able to add additional group recreational programming , offering senior members with activities such as social clubs, volunteer activities, arts, sewing, gardening, etc. Social clubs reinforce the Y's goals to help individuals improve and move to a higher state of well-being by enhancing self-worth, fostering positive relationships, improving holistic health, and inspiring leadership. Group activities encourage senior social interaction by providing meaningful engagement that enhance a sense of belonging, and provide opportunities for involvement in program planning and delivery. Group activities will also include recreational and team-building games such as Poker, Pinochle, 7's Canasta (card games), Wii bowling and sports, etc

Ongoing Life Enrichment Courses offered at the Senior Center will include but not be limited to:

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| AARP Driving Course | The AARP Smart Driver course is the nation's first refresher course specifically designed for drivers age 50 and older. In many states, drivers may benefit from a discount on their auto insurance premium upon completing the course |
| AACOG Stress Busters | Stress management and coping strategies for family caregivers of a loved one with Alzheimer's or Dementia. |
| Be Senior Tech Savvy | Class designed to teach seniors technology basics including how to browse the internet, check their email, stay in touch with friends, manage finances, etc |
| City of Schertz Library IT Tech Help | The City of Schertz Library has staff that come over once a month to provide support and instruction on using many |

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| | technical devices from cell phones to computers. |
| Card & Board Games | Members engage in social conversation whilst playing card games like poker, Uno, dominoes, Mahjong, Pinochle, Wii Sports, etc. |
| Coloring Book Club | Intricately detailed coloring books for adults have become a popular way to de-stress. Bring your own coloring books or utilize the materials provided |
| Crochet Club | This class is for anyone, beginner to advanced, who is interested in the art of crochet. |
| Faith and Finance | Class designed to teach participants how to make a spending plan, manage debt and loans, set savings goals, overcome past financial mistakes, build credit, and so much more |
| City of Schertz Economic Development Hiring Fair | Local job fair designed for full and part time jobs for ages 50+. |
| Legal Assistance | Program offered through AACOG available to limited-income seniors who are eligible to participate that assists with creating a will, Power of Attorney, medical directives, etc |
| Medicare Benefits Counseling | A state certified Benefits Counselor with AACOG provides assistance on understanding medical benefits |
| Texas A&M Senior Driver Educational Activity | An interactive discussion on senior driver road safety concerns followed by an interactive game of driver Bingo |
| Sewing & Crafts | Sew with a friend, or meet new friends. Finish those projects and get help with a sewing technique; you can start or finish a sewing project |
| Schertz Silver Serenaders Choir | A non-profit senior adult community choir to promote community service, patriotism, and Christianity through the musical arts |
| Golden Gardening | In collaboration with the local Texas Master Gardeners provides programs seasonally within the Center's Gardening Areas and various rooms pending on projects. This program is geared towards and Seniors living environment and participants get to take projects home. |
| NCOA Aging Mastery | In collaboration with WellMed, the NCOA Aging Mastery |

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| Program | <p>Program is a fun and engaging education and behavior change incentive program for aging well. The classroom experience is a mix of didactic and interactive learning with</p> <p>an emphasis on peer-to-peer interaction that allows participants to set goals for positive actions in many aspects of their lives such as exercise, nutrition, finances, advance care planning, community engagement, and healthy relationships. Participants have a graduation ceremony and celebration at the completion of the program where they can invite family and friends.</p> |
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d. Peer Discussion and Support Groups

At any age, it is important to surround yourself with a group of supportive individuals. Support groups can make a tremendous difference in how seniors cope with the life changes aging presents. Peer discussion and support groups are offered to senior center members on a weekly basis as a dedicated time of discussion and support. Groups will discuss topics of interest including senior benefits, healthcare, disease-prevention and management, stress-relieving and relaxation techniques, etc.

Ongoing Peer Discussion and Support Groups Programs offered at the Senior Center include but are not limited to:

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| Annual Art Show | Held every Spring to highlight seniors works of art completed in Painting with Pat classes offered at the Senior Center |
| Bingo Nights | Held every other month. Sponsored through local partners to provide prizes and food. City of Schertz gets revenue. YMCA covers expenditures if sponsorship is not obtained |
| Book Expo | Held annually opposite of the City of Schertz Library Book Expo. This event highlights local Senior writers with readings and opportunities to purchase published books |
| Casino Trips | Offered every other month. This trip is organized through G&K Tours. The cost is \$5 and takes Seniors to Lucky Eagle Casino for the day. |
| Choir Concerts | Held monthly by the Schertz Silver Serenaders Choir. Additionally offered by SCUCISD school choirs throughout the year, especially during holidays. |

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| Craft Fairs and Bazaars | Held quarterly and highlights Seniors craftsmanship and other items for sale at reasonable prices. The fairs and bazaars are juried and revenue from these events go to the City of Schertz. |
| Dances | Held at varied times at the request of members. City of Schertz receives the revenue. Dances are sponsored with a local partner providing refreshments. DJ and decor are part of YMCA expenditures |
| Grab Bag Sales | Held throughout the year with all items for sale donated by members and the local community. Members are given the opportunity to fill a bag for a low price. A chance for our seniors to purchase items for their home, family and friends. City of Schertz receives the revenue. |
| Fairs & Expos | Held in collaboration with varied life enrichments partners covering topics of Veterans Affairs, Medicare, AACOG, Job Opportunities and Health & Wellness organizations. |
| Monthly Birthday Celebration & Raffle | Held on the last Friday of each month an opportunity to celebrate birthdays. Cupcakes, Ice Cream and special door prizes are provided by partners and the YMCA. A raffle is held in conjunction with this event. The raffle revenue goes to the City of Schertz |
| Movin' On Main | Held every Spring, the Senior Center Director is responsible for the Senior Zone. The Senior Zone consists of vendor booths, Group Exercise, Chair Volleyball and a transportation zone for all local Assisted Living Facilities to use as an access point for this City of Schertz event. |
| National Day of Prayer | Held the first Thursday in May, members participate in a spiritual walk to the Schertz Family YMCA where they have reserved seating for this local community event. Refreshments and an opportunity to talk to local leaders about the pillars within our community |
| Holiday Celebrations | Members and partners collaborate to celebrate specific holidays throughout the calendar year. Celebrations include but are not limited to: Fat Tuesday Parade, St. Patrick's Day, Easter Bonnet Parade, Mother's Day, Father's Day, Flag Day, Grandparents Day, Halloween Costume Contest, Thanksgiving and Christmas Holidays. |
| National Senior Health & Fitness Day | National event held the last Wednesday in May. This event recognizes seniors striving for healthier lifestyles. An expo is held with various local partners, door prizes, giveaways and a chance for seniors to show their fitness availability through competition and games throughout the day. |
| RACAP Drives | Collaboration with RACAP and the members of the Senior Center to participate in collection drives for Pack the Bus, |

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| | Food Can Drives, Thanksgiving Meal Baskets and Holiday Family Gift Giving. |
| YMCA Senior Appreciation Week | An association wide event where special classes and events are held throughout the week in appreciation of Seniors. Giveaways, door prizes and special treats are provided daily throughout the operation hours of the Senior Center |
| Senior Road Trips | Road Trips are offered quarterly at various locations within a two hour radius of the Center. Road Trips consist of museums, farms, shopping , points of interest and lunch. Lunch is provided for those who qualify for financial assistance from the YMCA. Bus Transportation expenditures are paid by the YMCA. Admissions and driver gratuity are paid for with the Member trip fee that varies from \$5 to \$20 pending on location, activities planned and giveaways |

C. Management Plan

A. COMMUNITY COOPERATION

The YMCA of Greater San Antonio will implement a process based upon the *Asset Based Community Development (ABCD)* framework, an evidence-based community capacity model. This framework brings together a variety of community stakeholders to build on the skills of local residents, the power of local associations, and the existing community strengths to build stronger, more sustainable programs. Such assets in the city of Schertz and surrounding areas include the community center, public library, school district, local businesses, and local retirees. In collaboration, the Y will utilize the resources of each of these assets in efforts to paint the Schertz Area Senior Center and local Y as a hub for local seniors. This intergenerational vision will unify all age groups allowing them to learn from each other and enjoy different perspectives and shared activities.

Currently the Schertz Family YMCA and management of the Schertz Area Senior Center has maintained and established over 50 partnerships and collaborations to provide programming and services to senior center members and the local senior community. These collaborations have been in the form of program and event sponsorships to lecture series and life enrichment services offered to the members of the Senior Center. For grants and additional funding the YMCA has received funding from the WellMed Charitable Foundation upon the completion of the Senior Center expansion by the City of Schertz to incorporate new furnishings for the reception and office areas, new piano for the Schertz Silver Serenaders Choir, new chairs and group exercise equipment for the multi-purpose rooms and main studio. In addition, funding was used to purchase computers and furnishings for the Library and resource room at the Senior Center

B. POLICY AND PROCEDURES

The YMCA of Greater San Antonio is committed to providing a work environment that is pleasant, healthful, comfortable, and free from intimidation, hostility or other offenses, which may interfere with work performance. Harassment of any kind, including verbal, physical, and/or visual, will not be tolerated. The YMCA of Greater San Antonio expects a workplace free of all forms of harassment and will not tolerate any abusive conduct or treatment. Equal Employment Opportunity has been, and will continue to be, a fundamental principle at the YMCA of Greater San Antonio, where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, sex, age, national origin, disability, veteran status, sexual orientation, or any other protected characteristic as established by law. Employees of the YMCA of Greater San Antonio have access to confidential, sensitive, and proprietary information relating to the organization, its members, employees and volunteers. Salary, medical history, criminal background inquiries, disciplinary matters and other personal information relating to employees/volunteers shall be treated as strictly confidential and maintained in a manner designed to ensure confidentiality in accordance with applicable laws. Employees of the YMCA of Greater San Antonio must conduct themselves in a manner consistent with our rules of conduct, especially as it relates to confidentiality.

C. CODE OF CONDUCT

It is the responsibility of every YMCA of Greater San Antonio employee to treat all employees, program participants, members, and vendors with respect and professionalism. Adhering to the standards of conduct is critical for the protection and safety of all employees of the organization. As such, all employees shall uphold the following standards of conduct:

- Honesty;
- Courteous treatment of all co-workers, program participants, and members
- Respect for all colleagues, regardless of age, race, color, religion, gender, veteran status, disability, sexual orientation, or other protected class;
- Proper handling of employee property and records;
- Maintain ethical and efficient work habits;
- Maintain confidentiality of sensitive information;
- Cooperation with co-workers, program participants, and members;
- Follow rules of professional and personal conduct including refraining from abuse, neglect, or harassment of any person; and
- Refrain from controlled substance or alcohol use at the workplace.

In addition, all full-time, part-time and contracted employees will be required to successfully pass a criminal background check (CBC), with demonstrated equivalency to the pre-employment CBC required of YMCA and City of Schertz employees.

D. PROGRAM GOALS

- a. Achieve national accreditation recognized by the National Council of Aging (NCOA) as well as obtain official membership for the National Institute for Senior Centers recognized by NCOA
- b. Experience improvement of overall health, wellness and wellbeing (mind, body and spirit) of members.
- c. Develop effective fundraising initiatives to aid in sustaining programming and development
- d. Develop new programs and opportunities for the baby boomer generation, making one in five U.S. residents retirement-age by 2030.
- e. Add at least three (3) nutrition classes to promote a healthy lifestyle among members
- f. Establish a monthly recognition program for volunteers that make a difference everyday at the Schertz Area Senior Center
- g. Effectively organize suitable and stimulating quarterly outings/field-trips (minimum of four (4) per year)
- h. Increase partnerships with local businesses and organizations to increase outreach to senior citizens

E. EVALUATION (SELF AND PARTICIPANT ASSESSMENT)

a. PARTICIPANT ASSESSMENTS:

The YMCA program director will work in partnership with the City of Schertz to establish a proper electronic survey assessment system that can be monitored closely by both parties. Surveys will cover topics such as but not limited to: participant satisfaction, physical and social engagement levels, programs and activities offered, connection to support services, staffing and volunteer opportunities, quality of life, health and lunch programs, etc.

b. MANAGEMENT ASSESSMENTS:

The YMCA Program director will work effectively to generate a goal driven performance plan for the senior center. The director will work closely with the Regional Vice President of the YMCA to establish assessments of job performance, monitored quarterly. Assessments will be presented to the area YMCA Regional Director for quality assurance and establishing areas in need of improvement.

F. REPORTING

Program staff will conduct an annual membership satisfaction survey with all center members that will be compiled for quality assurance and program evaluation. The evaluation report is to be presented to the appropriate City of Schertz representative to act as an annual program progress report. Additionally, a quarterly financial report generated by program staff will be

approved by the YMCA of Greater San Antonio's District Vice President and Accounting Department. Once approved, the financial report will be submitted to the appropriate City of Schertz representative. The center's program director will work in collaboration with the peer-elected members of the Advisory Board of the Schertz Area Senior Center to provide input and recommendations regarding the facility and the services offered. Meetings are held every other month with an annual report given once a year to the established parties. The Director will also provide monthly reports on attendance, programs, and events.

General Information

A. Facility, Furniture, Equipment, and Maintenance

The City of Schertz will provide the building and furnishings (to include tables, chairs, some minimal office furniture, kitchen appliances, business telephone system, in-ceiling speaker/audio system, etc.) The City of Schertz will provide capital repairs (to include foundation, structural, HVAC, major plumbing, major electrical), landscaping, irrigation, parking lot maintenance, and utilities. Janitorial services and minor repairs will be the responsibility of the entity awarded the contract.

B. Nutrition Program

The City of Schertz will provide the funding for the nutrition program. Currently free meals are provided to seniors for lunch Monday – Friday (excluding city holidays.) The meals are nutritionally balanced for seniors and include juice or milk. Any additional coffee or tea served in the center is considered part of janitorial supplies and is provided by the respondent. The cost of the nutrition program is partially reimbursed from federal funds, and the City of Schertz will continue to administer that grant program. The awarded entity will administer the data collection on site for the program and provide to the city (likely utilizing the CivicRec software.)

C. Membership Fees

Current membership fees to join the Schertz Area Senior Center are \$36 per person annually or \$62 per couple. The city regularly reviews the fee structure for the Senior Center membership and reserves the right to modify the membership fees to include resident fees, non-resident fees, etc. The city will provide a membership software system (CivicRec) for the applicant to administer the membership program. All membership fees will be retained by the City.

D. Facility Rentals

Church groups, civic groups, and youth sports associations have utilized the Senior Center for meetings and events in the past and it is the city's desire that those groups can continue to utilize the facility. Facility rentals are to be administered by the awarded entity and revenues from those rentals will remain with the awarded entity.

E. Senior Center Advisory Board

The Schertz Area Senior Center has an established advisory board that provides input and recommendations regarding senior center programs and policies to the Senior Center Director (of awarded entity) and the Director of Parks, Recreation, and Community Services Department regarding senior center programs and policies. The awarded entity will need to incorporate the administration of the board into the management plan.

F. Donations, Grants, and Sponsorships

The Schertz Area Senior Center receives donations from various entities for various purposes. Additionally the city is required to have a donation box specifically for the Nutrition Program as part of the federal reimbursement program. The City of Schertz will disburse all donations. The Senior Center Advisory Board also raises funds for various projects and events at the center and all funds raised by the board will be disbursed by the City of Schertz for designated use at the senior center. Any additional grants pursued by the awarded entity will be administered by the entity, as well as any sponsorships for activities such as bingo or dances.

G. Background Checks

Contractor staff working on-site at the Senior Center will be required to pass a standard background check. The Contractor will be required to submit proof of background check prior to commencing work.

OPERATING COSTS

The monthly base fee for the management and operation of the Schertz Area Senior Center is \$ 13,353 per month. The contractor shall be afforded an annual increase not to exceed three (3) percent of the contract price. Contractor shall submit revised annual base fee to City no later than May 1 of each contract year.

Exhibit "B"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

A

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

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

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

| | | |
|---|---|---|
| PRODUCER ABC Insurance Agency 655 Main Street Tampa, FL 33333-0000 | CONTACT NAME: PHONE: (Add No. Ext): FAX: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Carrier INSURER B: Insurance Carrier INSURER C: Insurance Carrier INSURER D: Insurance Carrier INSURER E: Insurance Carrier INSURER F: Insurance Carrier | TAX No. Rel. NAIC # 00000 00000 00000 00000 00000 00000 |
| INSURED XYZ Company 123 Apple Street Tampa, FL 22222-0000 | | |

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

| TYPE OF INSURANCE | ADDITIONAL INSURED | POLICY NUMBER | POLICY EFF. DATE (MM/DD/YYYY) | POLICY EXP. DATE (MM/DD/YYYY) | LIMITS |
|--|---|---------------|-------------------------------|-------------------------------|--|
| GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | <input type="checkbox"/> Y <input type="checkbox"/> Y | X123456 | 01/01/1000 | 01/01/1000 | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMMOP AGG |
| GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | \$ 1,000,000 \$ 100,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 1,000,000 |
| AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWN AUTOS HIRED AUTOS | <input type="checkbox"/> Y <input type="checkbox"/> Y | 123456789 | 01/01/1000 | 01/01/1000 | COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ | <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> Y | | | | EACH OCCURRENCE AGGREGATE \$ \$ \$ |
| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in flt) If yes, describe under DESCRIPTION OF OPERATIONS below | <input type="checkbox"/> Y <input type="checkbox"/> N | 01234 | 01/01/1000 | 01/01/1000 | <input checked="" type="checkbox"/> NO STATU- TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT |
| Builder's Risk Professional Services | <input type="checkbox"/> Y <input type="checkbox"/> Y | 123450 | 01/01/1000 | 01/01/1000 | 100% Insurable Value, replacement cost basis \$1,000,000 each claim / \$1,000,000 aggregate |

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

Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SB 425 enacted by Texas Legislature 82(R) session in 2011).

| | |
|--|---|
| CERTIFICATE HOLDER City of Schertz 1400 Schertz Parkway Schertz, Tx 78154 Attn: Purchasing Dept. | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AUTHORIZED SIGNATURE REQUIRED HERE |
|--|---|

ACORD 26 (2010/05)

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(Instructions for completing and submitting a certificate to the City of Schertz)

Complete the certificate of insurance with the information listed below:

- A) Certificate of Insurance date
- B) Producer (Insurance Agency) Information – complete name, address, telephone information, & email address.
- C) Insured's (Insurance Policy Holder) Information – complete name & address information
- D) Insurer (name/names of insurance company) ******(Remember the city requires all insurance companies to be Authorized to do business in the State of Texas be rated by A.M. Best with a rating of B+ (or better) Class VI (or higher) or otherwise be acceptable to the City if not rated by A.M. Best)
- E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
- F) Insurer letter represents which insurance company provides which type of coverage from D
- G) General Liability Insurance Policy – must have an (x) in box. Also, "Occurrence" type policy – must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
- H) This section shall be filled in with "Y" for yes under Additional Insured for all coverages, except for Contractor Liability and Workers' Compensation. There shall also be a "Y" for yes under all coverages for subrogation waived.
- I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
- J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required by written contract and in accordance with the contract value.
- K) Worker's Compensation and Employers Liability Insurance – information must be completed in this section of the certificate of insurance form (if applicable).
- L) Builder's Risk Policy – for construction projects as designated by the City of Schertz.
Professional Liability Coverage – for professional services if required by the City of Schertz.
- M) Insurance Policy #'s
- N) Insurance policy effective dates (always check for current dates)
- O) Insurance Policy limits (See Insurance Requirements Checklist)
- P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Schertz.
 - (1) Adding the City of Schertz as an additional insured. The "additional insured" endorsement is not required for professional liability and workers compensation insurance; and
 - (2) Waiver of Subrogation
 - (3) Primary and Non-Contributory
 - (4) Cancellation Notice
- Q) City of Schertz's name and address information must be listed in this section
- R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Schertz in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the city as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
- S) The certificate must be signed by the Authorized Agent in this section of the certificate form.

Exhibit “C”

EVIDENCE OF INSURANCE

CITY COUNCIL MEMORANDUM

City Council Meeting: November 10, 2020
Department: Executive Team
Subject: Resolution No. 20-R-132 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas approving requests for a Schertz Main Street Local Flavor Economic Development Grant for 537 Main. (M. Browne/B. James)

BACKGROUND

The owner of the property at 537 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. The owner has indicated that he plans to turn the site into the Purple Pig BBQ - he has indicated he is not going to paint the building purple.

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-132 approving a Schertz Main Street Local Flavor Economic Development Grant for up to \$20,000 for 537 Main.

FISCAL IMPACT

Up to \$20,000 for the grant.

RECOMMENDATION

approve Resoluton No 20-R-132

Attachments

Res 20 R 132
Local Flavor 537 Main

RESOLUTION NO. 20-R-132

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 537 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 537 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 10th day of November, 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 537 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:

City Secretary

(Title)

EXHIBIT A

[Describe the project to be performed]

CITY COUNCIL MEMORANDUM

City Council Meeting: November 10, 2020
Department: Parks, Recreation & Community Service
Subject: Resolution 20-R-113 - Consideration and/or action approving a Resolution by the City Council of the City, Texas, authorizing expenditures not to exceed \$81,888.13 with C-3 Environmental Inc., for the Ashley Park Concrete Trail Project, and other matters in connection therewith. (B.James/L.Shrum)

BACKGROUND

In 2019, Parks & Recreation staff completed Phase I of the renovation project at Ashley Park which included reconstructing the basketball court, replacing playground equipment, a cosmetic update to the restroom facility and providing an accessible route to the new features. The existing asphalt loop trail was not replaced at that time due to limited funding. Phase II of the renovation includes demolition of the existing failing asphalt trail and reconstructing a concrete trail that is fully accessible the entire way and includes the accessible route to the restroom as well as one picnic area.

This concrete trail project was funded in the FY 19-20 budget but delays to our schedule from COVID has pushed this project into FY 20-21. Pricing for the project is based on the On-Call Concrete Repair and Replacement contract approved by Council in Resolution 19-R-162.

The project total request is for \$81,888.13 which includes a 10% contingency for the proposal of \$74,443.75 to ensure adequate budget should unknown issues arise.

As part of Staff's focus on finishing projects completely to allow them to move on the next projects, staff is trying to do this with Ashley Park. Later this year, staff plans to add a playground structure (geared for kids ages 5 -12 years old) and a pavilion. With this, the work to renovate Ashley Park will be complete.

GOAL

Approve the funding for the concrete trail installation at Ashley Park.

COMMUNITY BENEFIT

This looped trail increases the quality of life for our community by providing a safe pedestrian walkway loop that promotes enjoying the outdoors through exercise. It also provides a fully accessible route to the restroom facility by replacing the existing one which is currently out of compliance with Texas Accessibility Standards.

SUMMARY OF RECOMMENDED ACTION

Staff recommends council approve Resolution 20-R-113.

FISCAL IMPACT

The project will be funded with money approved in the FY 19-20 budget and city staff will submit a budget adjustment to carry over funds from FY 19-20 to FY 20-21.

RECOMMENDATION

Staff recommends council approve Resolution 20-R-113.

Attachments

Resolution 20-R-113

Ashley Park Trail quote

RESOLUTION NO. 20-R-113

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EXPENDITURES NOT TO EXCEED \$81,888.13 WITH C-3 ENVIRONMENTAL INC., FOR THE ASHLEY PARK SIDEWALK PROJECT, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the "City") conducted an RFP for On-Call Concrete Repair and Replacement Services and C-3 Environmental Inc. was one of the awarded vendors; and

WHEREAS, City staff has determined that portions of the existing sidewalk to the Ashley Park restroom do not meet Texas Accessibility Standards (TAS) and need to be replaced;

WHEREAS, the City Council has determined that it is in the best interest of the City to replace the sidewalks in Ashley Park.

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

Section 1. The City Council hereby authorizes expenditures not to exceed \$81,888.13 with C-3 Environmental Inc., for the Ashley Park Sidewalk Project.

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

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

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

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

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

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

PASSED AND ADOPTED, this ____ day of _____, 2020.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)



C3 Environmental Specialties LP
Erosion Control & Land Clearing Contractors

132 Nell Deane Blvd | Schertz, Texas 78154
Phone: (210) 653-7801 Fax: (210) 650-3306

PROPOSAL

Proposal #: 20201092

Date: 10/27/2020 Valid For: 30 Days

Job Name: City of Schertz IDIQ- Ashley Park

Prepared By: Randy Kelly
c3estimators@c3environmental.com

| 3- Site Work Services | Qty | Unit | Price Each | Price Total | Tax |
|-----------------------|----------|-------|------------|--------------------|---------------|
| Concrete Sidewalk 4" | 1,075.00 | SQ YD | \$62.00 | \$66,650.00 | \$0.00 |
| Removal Of Asphalt | 1,075.00 | SQ YD | \$7.25 | \$7,793.75 | \$0.00 |
| | | | | \$74,443.75 | \$0.00 |

Subtotal: \$74,443.75

Tax: \$0.00

Total Amount Due: \$74,443.75

TERMS AND CONDITIONS

- C3 will supply all labor, equipment, and materials for the items listed above.
- Payment Terms: Net 30 Days and will not be subject to retainage.
- Location of underground utilities shall be identified to C-3 prior to installation.
- Water meter and water shall be provided by others for all construction activities.
- Pricing for all items are for Installation only and exclude removal (unless specifically noted)
- Excludes maintenance and repairs.
- Excludes all permits, testing, inspections, surveys, and layouts.
- Excludes traffic control and signage.
- Excludes Clearing, Excavation, and Subgrade preparation (unless specifically noted).
- Seeding items exclude topsoil, seedbed preparation, herbicides/pesticides, vegetative watering.
- Excludes dewatering
- Excludes installation in rock (unless specifically noted)
- Excludes all bonds & additional insurances.
- Excludes specific training, background checks and associated fees.

Proposal #: 20201092

Date: 10/27/2020 Valid For: 30 Days

Job Name: City of Schertz IDIQ- Ashley Park

Prepared By: Randy Kelly
c3estimators@c3environmental.com

Proposal #: 20201092

Date: 10/27/2020 Valid For: 30 Days

Job Name: City of Schertz IDIQ- Ashley Park

Prepared By: Randy Kelly
c3estimators@c3environmental.com

| | |
|-------------------------|-----------------------------|
| Signature: _____ | Accepted By: _____ |
| Title: _____ | Date Accepted: _____ |

CITY COUNCIL MEMORANDUM

City Council Meeting: November 10, 2020
Department: City Secretary
Subject: Cancellation of the December 22, 2020, Council Meeting - Consideration and/or action canceling the December 22, 2020, City Council meeting due to the Christmas Holiday. (M. Browne/B. Dennis)

BACKGROUND

Staff recommends Council approve the cancelation of the December 22, 2020, City Council meeting for the Christmas Holiday.

CITY COUNCIL MEMORANDUM

City Council Meeting: November 10, 2020

Department: Economic Development Corporation

Subject: Resolution No. 20-R-115 – Consideration and/or action approving 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 Phelan-Bennett, LLC. (M. Browne/A. Perez)

BACKGROUND

Phelan-Bennett Development Company (“Phelan-Bennett”) was established in 2018 and serves as the Texas Regional Partner of Phelan Development, a privately real estate development company headquartered in Newport Beach, California. Since its inception, Phelan-Bennett has led the development of seven individual industrial projects greater than 1.2 million square-feet and its principals have directly managed investment activity in excess of \$100 million in the Houston and San Antonio markets. This project represents the first development within the City of Schertz.

Phelan-Bennett has proposed development of a 169,525 square foot warehouse distribution facility near the intersection of Four Oaks Lane and FM 3009 across from the existing Wal-Mart on Four Oaks Lane. The project has requested assistance with infrastructure improvements including relocation of a sanitary sewer line. The relocation and extension of this line benefits neighboring tracts to the East of the project by providing utility service on the North side of Four Oaks.

In consideration, the SEDC has offered to provide an infrastructure reimbursement grant of up to \$50,000 to be used for infrastructure improvements (“Infrastructure Grant”). The value of the Infrastructure Grant is based on a minimum \$5,000,000 in capital improvements to the site as assessed by the Guadalupe Appraisal District. The grant of up to \$50,000 will be payable upon submission of final assessment and substantiated infrastructure costs. The grant may be reduced proportionally based on a lower assessed value. For example, if the assessment is for \$4,500,000 rather than \$5,000,000 (90% of projected capital improvements) the total amount of the Infrastructure Grant would be \$45,000 (90% of maximum Infrastructure Grant).

GOAL

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

COMMUNITY BENEFIT

This agreement supports development of a 169,525 square foot warehouse distribution facility and supports continued development East of the project along Four Oaks Lane. It establishes a partnership with a new development partner and supports the community’s need for available space for Primary Job companies to invest in Schertz and further establishes the community as a regional distribution hub.

SUMMARY OF RECOMMENDED ACTION

This action authorizes up to \$50,000 for an SEDC Infrastructure Grant to support development 169,525 square foot warehouse distribution facility and a capital investment of \$5,000,000 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 up to \$50,000 for \$5,000,000 of assessed value which will generating over \$76,000 for the City of Schertz General Fund over a three-year period. In the event that Phelan-Bennett fails to create up to \$5,000,000 of new assessed value, the Infrastructure Grant will be reduced proportionally.

RECOMMENDATION

Authorization of the SEDC program and funds for the Economic Development Performance Agreement with Phelan-Bennett, LLC through the approval of Resolution No. 20-R-115.

Attachments

Exhibit A-Phelan Agrmt
CC Res 20-R-115 Phelan-Bennett

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

Phelan-Bennett, 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 (hereinafter called "SEDC"), 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 and Phelan-Bennett LLC, a Texas Limited Liability Company (hereinafter called "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 501.158 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 the SEDC 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, Company desires to construct a Facility as defined below, to locate Class A warehousing and distribution facility in Schertz, Texas; and

WHEREAS, the location of the Company, as proposed, will contribute to the economic development of the City of Schertz 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 of Schertz, and will have both a direct and indirect positive overall improvement/stimulus in the local and state economy; and

WHEREAS, the SEDC desires to offer an incentive to Company to enable Company to locate and expand its operations pursuant to this Agreement in substantial conformity with the Act; 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 matter herein; and

gcb

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 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 establishment of the Project, hereinafter 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 mutual agreement of the Parties, or 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 property and funds to cover certain costs associated with the Project, as well as to specifically state the covenants, representations of the Parties, and the incentives associated with 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 Company may constitute a breach of the entire Agreement and terminate any further commitments (if any) by the SEDC 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, or his designee. 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.

“Appraisal Sunset Date” shall mean August 1, 2023.

“Bankruptcy” shall mean the dissolution or termination of a Party’s existence as an ongoing business, insolvency, appointment of receiver for any part 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.

“Capital improvements” shall mean the “facility” and items eligible for “project reimbursements” as defined herein, but shall not include, taxable personal property or inventory of Company or any tenant of Company.

“Certificate of Occupancy” shall mean the signed certificate issued by the City of Schertz Planning & Development Department granting the Company the right to occupy the Facility and confirming that the entire work covered by the permit and plans are in place.

“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. July 31, 2024; or
2. The date of termination provided for under Article VII of this Agreement.

“Facility” shall mean the approximate 170,000 square foot Class A warehouse and distribution facility to be constructed on the Real Property

“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, pandemics, 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.

“Project” shall mean the Company’s commitment to construct the Facility and the corresponding infrastructure improvements by May 1, 2022 resulting in not less than FIVE MILLION DOLLARS AND NO CENTS \$5,000,000 in capital improvements to the site as assessed by the Guadalupe County Appraisal District, no later than the Appraisal Sunset Date.

“Project Reimbursement” shall mean up to the engineering and construction costs associated with the relocation of public sanitary sewer relocation; sanitary sewer extension along Four Oaks; and the sidewalk extension along Four Oaks; and estimated to be FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00).

“Real Property” shall mean 17670 Four Oaks Lane, Schertz, Texas 78602, [Four Oaks Commercial Plat] a 9.598 acre tract of land.

ARTICLE IV SEDC OBLIGATION

1. Infrastructure Reimbursement Grant. Subject to the satisfaction of all the terms and conditions of this Agreement and the obligation of Company to repay the Infrastructure Reimbursement Grant pursuant to Article V hereof, the SEDC agrees to provide Company with an Infrastructure Reimbursement Grant up to and not exceeding the amount of FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00) payable upon:
 - (a) Submission of reporting for each year of the proposed incentive period, beginning as follows:

| Reporting Date | Report | Supporting Documentation |
|-----------------------|---|--|
| April 1, 2021 | Certification that project has started construction | City of Schertz Building Permit and copy of plans submitted to the City. |
| May 1, 2022 | Building Completion | Certificate of Occupancy |
| Appraisal Sunset Date | Real Property Value | Real Property Assessment per Guadalupe Appraisal District |

- (b) Submission of documentation reflecting total actual costs of improvements to the site that are eligible as Project Reimbursements. Acceptable documentation includes bill of sale, executed contracts, or estimated values submitted as required by permitting process and proof of payment for such improvements. The Infrastructure Reimbursement Grant shall be in the amount qualifying as Project Reimbursements, up to and not exceeding the maximum set forth above, and shall be payable no sooner than the 60th day after receipt of the supporting documentation stated herein; and

- (c) Receipt of a Certificate of Occupancy issued by the City of Schertz
 - (d) Confirmation by SEDC staff of new capital improvements to the site resulting in improvement value of FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000.00) as assessed by the Guadalupe County Appraisal District, no later than the Appraisal Sunset Date.
 - (e) However, if Company's new capital improvements result in less than FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000.00) as assessed by the Guadalupe County Appraisal District by the Appraisal Sunset Date, SEDCs Obligations under the Infrastructure Reimbursement Grant shall be reduced on a pro-rata basis. For example, if the assessment is for FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS \$4,500,000.00 rather than FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000.00) (90% of projected), the total amount of the grant would be FORTY FIVE THOUSAND DOLLARS AND NO CENTS \$45,000.00 (90% of the expected grant).
- 2. Current Revenue. The funds distributed hereunder 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. 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 the extent allowed by law, to keep information and documentation received, pursuant to this Agreement hereof, confidential. In the event a request is made for such information, SEDC will not disclose the information unless required to do so by the Attorney General of Texas pursuant to the requirements of the Texas Public Information Act.

ARTICLE V PERFORMANCE OBLIGATIONS OF COMPANY

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

- 1. Capital Investment.
 - (a) Company shall begin construction of the Project before April 1, 2021. For purposes of compliance under the terms of this Agreement, obtaining a permit from the City of Schertz to begin construction related activity on the Real Property associated with the Project shall constitute the beginning of construction.
 - (b) Complete construction of the Project on the Real Property such that the improvements contemplated by the Project add no less than FIVE MILLION DOLLARS AND NO

CENTS (\$5,000,000.00) in improvements as assessed by the Guadalupe County Appraisal District reported to the SEDC no later than the Appraisal Sunset Date.

- (c) Submission of documentation reflecting total actual costs of improvements to the site that are eligible as Project Reimbursements. Acceptable documentation includes bill of sale, executed contracts, or estimated values submitted as required by permitting process and proof of payment for such improvements. The Infrastructure Reimbursement Grant shall be in the amount qualifying as Project Reimbursements, up to and not exceeding the maximum set forth above, and shall be payable by SEDC no sooner than the 60th day after receipt of the supporting documentation stated herein.
 - (d) Company understands and acknowledges that if the new capital improvements result in less than FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000.00) as assessed by the Guadalupe County Appraisal District by the Appraisal Sunset Date, SEDCs Obligations under the Infrastructure Reimbursement Grant shall be reduced on a pro-rata basis. For example, if the assessment is for FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS \$4,500,000.00 rather than FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000.00) (90% of projected), the total amount of the grant would be FORTY FIVE THOUSAND DOLLARS AND NO CENTS \$45,000.00 (90% of the expected grant).
- 2. Job Creation. No jobs are scheduled to be created or associated with this Agreement.
 - 3. Annual Report. The Company shall submit an Annual Certification Report (an "Annual Report") for the preceding Year to the Executive Director of the SEDC each year not later than February 15th beginning with the first report not later than February 15, 2022 and concluding with the last report not later than February 15, 2024. The Annual Report should substantially conform to the Annual Report Form attached as Exhibit "B" to this Agreement.
 - 4. Extension beyond Term. In recognition of the fact that the verification of Company's compliance hereunder is, by necessity, verified in the calendar year following the Company's obligations herein, the Expiration Date of this Agreement will be extended until any and all verification of Performance Obligations and covenants have been satisfied. The Parties hereto agree that the SEDC's right to the Recapture Amount shall survive the Expiration Date of this Agreement.

ARTICLE VI COVENANTS AND DUTIES

- 1. Company's Covenants and Duties. Company makes the following covenants and warranties to the SEDC and agrees to timely and fully perform the obligations and duties contained in Articles 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) 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, with the Texas Comptroller of Public Accounts, and the United States of America during any term of this Agreement.
- (b) The execution of this Agreement has been duly authorized by Company's authorized governing body, 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 Company's by-laws, or of any agreement or instrument to which Company is a party to or by which it may be bound.
- (c) Company is not a party to any Bankruptcy proceedings currently pending or contemplated, and Company has not been informed of any potential involuntary Bankruptcy proceedings.
- (d) To its current, actual knowledge, and subject to the Certificate of Occupancy (or other approvals and permits to be obtained under subpart (f) immediately below, Company has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City of Schertz and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.
- (e) Company shall timely and fully comply with all of the terms and conditions of this Agreement.
- (f) Company agrees to obtain, or cause to be obtained, all necessary permits and approvals from the City of Schertz and/or all other governmental agencies having jurisdiction over the construction of any improvements to the Facility.
- (g) Company shall be responsible for paying, or causing to be paid, to the City of Schertz and all other governmental agencies the cost of all applicable permit fees and licenses required for construction of the Project. Company agrees to develop the Project in accordance with the ordinances, rules, and regulations of the City of Schertz in effect on the date the Project was designated, unless specified otherwise in this Agreement. Company, in its sole discretion, may choose to comply with any or all City of Schertz rules promulgated after the Effective Date of this Agreement.
- (h) Company agrees to commence and complete the Project in strict accordance with the Agreement.
- (i) Company shall cooperate with the SEDC in providing all necessary information to assist them in complying with this Agreement.
- (j) 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 funds provided herein will be used.

- (k) Company shall not be in arrears and shall be current in the payment of all City and State taxes and fees.
 - (l) SEDC has the right to periodically (and with reasonable advance notice) verify the terms and conditions of this Agreement including, but not limited to, the number of persons employed by Company as a result of the assistance provided hereunder, the addresses of those persons, the number of hours each employee worked during the previous forty-eight (48) months, the total expenses attributable to training and employing those employees, and the cumulative payroll for Company's Schertz operation.
 - (m) Under Texas Law, the SEDC may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2270.002) by accepting this rider, the Company hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, the Company hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organization.
2. SEDCs' Covenants and Duties. SEDC agrees to timely and fully perform the obligations and duties contained in Article IV 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 SEDC.
3. Compliance and Default. Failure by 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.

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 Agreement's Expiration Date;
 - (c) Default by Company (at the option of the SEDC).

ARTICLE VIII DEFAULT & REMEDIES

1. Company Events of Default.

- (a) Failure of Company to perform any term, covenant or agreement contained in Articles V and VI.
- (b) Any representation or warranty contained herein or in any financial statement, certificate, report or opinion 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 Company or any attachment or other levy against the property of Company with respect to a claim remains unpaid, unstayed on appeal, undischarged, not bonded or not dismissed for a period of sixty (60) days; or
- (d) Company makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts generally as they become due; files a petition in bankruptcy; is adjudicated insolvent or bankrupt; petitions or applies to any tribunal for any receiver or any trustee of Company or any substantial part of its property, commences any action relating to 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 Company any such action and such action remains undismissed or unanswered for a period of sixty (60) days from such filing, or Company by any act indicates its consent to or approval of any trustee of Company or any substantial part of its property; or suffers any such receivership or trustee to and such appointment remains unvacated for a period of sixty (60) days; or
- (e) Company substantially changes its present ownership without written notification to SEDC within thirty (30) days of such change, provided however, Company may cure such failure by providing the requisite written notification prior to SEDC exercising its right to terminate this Agreement
- (f) Company materially changes the general character of business as conducted at the date hereof or engages in any type of business not reasonably related to its business as presently and normally conducted.

2. SEDC Events of Default.

- (a) SEDC materially fails to fulfill an obligation set forth within Article IV.

3. Remedies for Default.

- (a) For any Company defaults under Article V Section 1(a)-(c) SEDC shall have the right to recapture one hundred percent (100%) of the Infrastructure Reimbursement Grant that was paid (the "Recapture Amount") if the Default occurs on or prior to the Termination Date. The Recaptured Amount shall be paid by the Company within one hundred twenty

(120) days after the date Company is notified by the SEDC of such Default (the "Payment Date"). In the event the Recaptured Amount is not repaid by the applicable Payment Date, the unpaid portion thereof shall accrue interest at the rate of two percent (2.00%) per annum from the Effective Date until paid in full.

- (b) Company's sole remedy under this Agreement is specific performance for SEDC's default of its obligation under Section IV of this Agreement.

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. Representations and Warranties. The SEDC represents and warrants to 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. Company represents and warrants to the SEDC that it has the requisite authority to enter into this Agreement.
4. Assignment. 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 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 reasonable financial security by any proposed Assignee prior to its approval of an assignment.
5. 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.
6. 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:

Schertz Economic Development Corporation
Attention: Executive Director
1400 Schertz Parkway, Building 2
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 the Company:

Phelan-Bennett Development
Attention: Justin E. Bennett
1403 Maryland Street
Unit A
Houston, Texas 77005

With a copy to:

John R. Jones, PC
Attention: John R. Jones
123 North Post Oak Lane
Suite 400
Houston, Texas 77024

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

7. 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.
- (a) Governing Law. The Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement (subject to the dispute resolution mechanisms of Article VIII above) shall be in the Courts of Guadalupe County. The Parties agree to submit to the personal and subject matter jurisdiction of said court.
- (b) Amendment. This Agreement may be amended by mutual written agreement of the Parties, as approved by the Board of Directors of the SEDC and paid for by the Company if requested by Company.
8. 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.
- 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.
9. 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.
10. 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.
11. 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.
12. Exhibits. Any Exhibits attached hereto are incorporated by reference for all purposes.
13. 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.

14. Indemnification.

COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD THE SEDC AND THE CITY OF SCHERTZ (“CITY”), AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, 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 BY COMPANY UNDER THIS AGREEMENT SEDC. 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 AND PROPERTY GRANTED 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.

15. 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.
16. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the Company, the 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.

[SIGNATURE PAGE FOLLOWS]



Executed on this 17 day of September, 2020.

COMPANY

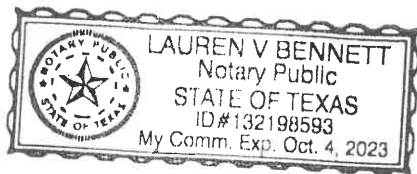
Phelan-Bennett, LLC,
a Texas limited liability company

By: JEB TX Investments, LLC,
a Texas limited liability company,
Its Manager

By: [Signature]
Justin E. Bennett, Manager

STATE OF TEXAS }
COUNTY OF HARRIS }

This information was acknowledged before me on this 17 day of September, 2020, by Justin E. Bennett for Phelan-Bennett, LLC, a Texas limited liability company, on behalf of said entity.



[Signature]
Notary Public, State of Texas

LAUREN BENNETT
Notary's typed or printed name

10/4/2023
My commission expires

[Signature]

Executed on this _____ day of _____, 20____.

**SCHERTZ ECONOMIC
DEVELOPMENT CORPORATION**

By: _____

Name: Paul Macaluso

Title: Board President

STATE OF TEXAS }
COUNTY OF SCHERTZ }

This information was acknowledged before me on this _____ day of _____, _____,
by Paul Macaluso, President of the 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: _____
T. Daniel Santee, SEDC Counsel
DNRB&Z P.C.



Exhibit A
Project Site Plan

[SEE ATTACHED]

Performance Agreement
Exhibit B

SAMPLE ANNUAL CERTIFICATION REPORT FORM

[SEE ATTACHED]

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Annual Certification Report

Reporting Period: _____ to _____ 20__

The Annual Certification Report for the Economic Development Performance Agreement between the Schertz Economic Development Corporation and _____, is due on _____ 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

Investment Information:

What taxable ad valorem value for Real Property (excluding land) for the reporting period? _____

Narrative:

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

III. ADDITIONAL INFORMATION (VOLUNTARY)

None

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IV. CERTIFICATION

I certify that, to the best of my knowledge and belief, the information and attachments provided herein are true and accurate and in compliance with the terms of Economic Development Performance Agreement.

I further certify that the representations and warranties contained within the Agreement remain true and correct as of the date of this Certification, and _____ remakes those representations and warranties as of the date hereof.

I further certify that the employment and wage information provided is true and accurate to the best of my knowledge and I can provide documentation from the Texas Workforce Commission to support my claim if so requested.

I understand that this Certificate is being relied upon by the SEDC in connection with the expenditure of public funds.

I have the legal and express authority to sign this Certificate on behalf of _____.

Name of Certifying Officer

Certifying Officer's Title

Phone Number

E-Mail Address

Signature of Certifying Officer

Date

STATE OF TEXAS _____ X

COUNTY OF _____ X

This information was acknowledged before me on this _____ day of _____, _____ by _____, _____ for _____, a Texas SEDC, on behalf of said agency.

Notary Public, State of Texas

Notary's typed or printed name

My commission expires

The Annual Certification Report is to be completed, signed and returned on or before _____ 15, 20____. Please send an original to the following address:

**Attention: Executive Director
City of Schertz Economic Development Corporation
1400 Schertz Parkway, Building 2
Schertz TX 78154**

RESOLUTION NO. 20-R-115

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 PHELAN-BENNETT 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, Phelan-Bennett, LLC. (the “Company”) desires to construct a warehousing and distribution facility creating new ad valorem value of \$5,000,000 in Schertz, Texas; and

WHEREAS, the SEDC desires to offer an incentive to enable the Company to relocate and expand its investment pursuant to the 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 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.

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 program and expenditure of the Schertz Economic Development Corporation set forth in the Economic Development Performance Agreement attached hereto as Exhibit A and authorizes the President to execute and deliver in the substantial form as attached.

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 Schertz 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 board 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 10th day of November, 2020.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

Exhibit A

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT
PHELAN-BENNETT LLC

[SEE ATTACHED]

CITY COUNCIL MEMORANDUM

City Council Meeting: November 10, 2020
Department: Public Works
Subject: Resolution No. 20-R-131 – 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 Cibolo Creek Municipal Authority ("CCMA") for the lease of real property for the operations and maintenance of a Wastewater Liftstation Facility. (C. Kelm/S. Williams/J.Hooks)

BACKGROUND

BACKGROUND

Cibolo Creek Municipal Authority has continuously operated and maintained a wastewater lift station facility at the end of Bubbling Springs road on a piece of property owned by the City of Schertz. Cibolo Creek Municipal Authority is in the process of financing improvements to their facilities at this location. As part of the requirements of financing there needs to be a lease agreement to show they are approved to operate at this location. These facilities and the improvements benefit the operations of the City of Schertz.

The term of the lease agreement will be 99 years at a \$1.00 annual cost to CCMA.

GOAL

Goal

To enter into a lease agreement with CCMA for real property owned by the City of Schertz for the continuous operation of the wastewater lift station facilities and to allow for improvements that will benefit the City and its customers.

COMMUNITY BENEFIT

Community Benefit

The wastewater lift station improvements being completed at this location will allow for the City to decommission a lift station and move toward strictly gravity flow in an area which will reduce cost of operations and increase efficiencies.

SUMMARY OF RECOMMENDED ACTION

Staff recommends that the City Council approve the lease agreement for the real property with Cibolo Creek Municipal Authority for the continuous operation of their Schertz Lift station Wastewater facility at the end of Bubbling Springs road.

FISCAL IMPACT

FISCAL IMPACT

No negative fiscal impact by leasing property to CCMA.

RECOMMENDATION

Staff recommends that the City Council approve the City Manger to enter into the lease agreement for the real property with Cibolo Creek Municipal Authority for the continuous operation of their Schertz Lift station Wastewater facility at the end of Bubbling Springs road.

Attachments

Resolution 20-R-131

Lease Agreement Attachment

Lease Agreement

RESOLUTION NO. 20-R-131

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CIBOLO CREEK MUNICIPAL AUTHORITY FOR THE LEASE OF REAL PROPERTY FOR THE OPERATIONS AND MAINTENANCE OF A WASTEWATER LIFTSTATION FACILITY

WHEREAS, the City of Schertz is a home rule municipality incorporated in Guadalupe County pursuant to the Statutes of the State of Texas, and as such is authorized to buy, sell, and lease property; and

WHEREAS, the Cibolo Creek Municipal Authority is a municipal utility district authorized to enter into contracts related to real property; and

WHEREAS, the City of Schertz owns real property along Bubbling Springs road; and

WHEREAS, the Cibolo Creek Municipal Authority has continuously operated a Regional Wastewater liftstation facility on real property owned by the City of Schertz; and

WHEREAS, the City of Schertz and Cibolo Creek Municipal Authority desire to enter into an agreement to continue a lease agreement between one another; and

WHEREAS, the City of Schertz finds that leasing the real property would not interfere or impede its operation; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into this lease agreement with Cibolo Creek Municipal Authority; 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 a lease agreement with Cibolo Creek Municipal Authority, for the lease of real property owned by the City of Schertz per the attached 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 10th day of November, 2020.

CITY OF SCHERTZ, TEXAS

Mayor, Ralph Gutierrez

ATTEST:

City Secretary, Brenda Dennis



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**LEASE FOR WASTEWATER TREATMENT FACILITIES SITE
BETWEEN
CIBOLO CREEK MUNICIPAL AUTHORITY
AND
CITY OF SCHERTZ**

This LEASE FOR WASTEWATER TREATMENT FACILITIES SITE (this “**Lease**”) is made and entered into by and between the **CIBOLO CREEK MUNICIPAL AUTHORITY** (the “**Authority**”), a conservation and reclamation district created under Article XVI, Section 59 of the Texas Constitution and Chapter 8166 of the Texas Special District Local Laws Code, as amended, and the **CITY OF SCHERTZ** (the “**City**”), a political subdivision of the state of Texas. Unless otherwise provided in this Lease, the Authority and City shall be referred to herein individually as a “**Party**,” or collectively, as the “**Parties**.”

RECITALS

WHEREAS, the Authority owns and operates a regional wastewater system in the Cibolo Creek watershed (the “**Authority System**”);

WHEREAS, the Authority owns certain facilities associated with the Authority System that are located on real property owned by the City for which the Authority and the City do not currently have an agreement regarding the Authority’s use of such real property;

WHEREAS, as a wholesale wastewater customer of the Authority, the City desires to lease to the Authority the real property on which the Authority’s facilities are sited;

NOW THEREFORE, in consideration of the mutual covenants, and agreements of this Lease, and other good and valuable consideration, the City leases to the Authority, and the Authority hereby agrees to assume responsibility of the leased premises, including but not limited to wastewater treatment and collection facilities, reclaimed water conveyance facilities, wastewater lines, reclaimed water lines, and a lift station owned and operated by the Authority (the “**Facilities**”), and the lands reasonably necessary to allow for the operation of the Facilities, with said lands being more particularly described in **Exhibit A** attached hereto.

AGREEMENT

Article I. TERM OF THE LEASE

Section 1.01 Term of Lease.

The term of this Lease is ninety-nine (99) years, beginning on the date this Lease is fully executed and ending ninety-nine (99) years from the anniversary date of this Lease, unless terminated sooner as provided below. The Authority shall pay an annual rental rate of One Dollar, which shall be payable on the anniversary date of the execution of this Lease for each succeeding ninety-nine (99) years. Failure to timely pay the above One Dollar Lease fee shall not be considered a material breach of this Lease, unless the City has provided the Authority with written notice that they are in default of that provision and the Authority has failed to cure the default within sixty (60) days of the date that they receive notice of non-payment.

Section 1.02 Termination.

This Lease shall terminate upon the occurrence of any one of the following events:

- (a) ninety-nine (99) years from the date of the execution of this Lease;
- (b) at such time as the Authority, in mutual agreement with the City, determines that the Facilities are no longer necessary to provide wastewater treatment services and reclaimed water services;
- (c) upon mutual written agreement of the Parties;
- (d) upon the occurrence of any act of default contained in Article IV, which remains is not remedied for a period of sixty (60) days from the date of written notice of default is received from the Party.

At such time as this Lease is terminated, as set forth above, the Authority shall return possession and operation of the Facilities to the City in good condition. The Authority shall be held responsible for the condition of the Facilities at the time the Lease is terminated, including any deterioration, decay, and/or damage to the Facilities and related structures as a result of negligence and/or intentional misconduct of the Authority.

Article II. OPERATION AND MAINTENANCE

Section 2.01 Operation and Maintenance.

(a) The Authority will, throughout the Lease term, at its own expense, operate, maintain, and repair the Facilities and associated improvements in good order and condition, including but not limited to making all repairs as necessary to keep the Facilities in operation. All maintenance, repairs, and replacements required hereunder shall be performed promptly so as to ensure the continued operation of the Facilities. The Authority's obligations to operate, repair, and maintain the Facilities shall not extend any duty or obligation to operate, repair, or maintain any of the City's wastewater or reclaimed water facilities, which duties and obligation shall

remain the sole responsibility of the City. At such time as repairs are needed to be made to the Facilities, the Parties agree to cooperate with each other in order to facilitate the repair of the Facilities.

(b) The Authority may, to the extent required to ensure the continued and uninterrupted operation of the Facilities make alterations or improvements to the Facilities as they deem necessary in its sole discretion. Any alterations or improvements made to the Facilities during the term of this Lease shall become the property of the City upon the termination of the Lease.

(c) The City shall remain solely responsible for providing wastewater service to its customers, which wastewater service may involve the use of the Facilities for transporting the wastewater to the Authority's wastewater treatment plant. Nothing contained in this Lease shall impose any duties or obligation upon the Authority to provide, or assume for the provision of wastewater treatment service to individual customers of the City. The Parties specifically acknowledge and agree that nothing contained in this Lease is intended to confer any rights on any third parties under this Lease, including, but not limited to the City's customers, and shall not create any rights as third party beneficiaries for any party not a signatory to this Lease.

Article III. **INSURANCE AND DAMAGES**

Section 3.01 Insurance. The Authority will self-insure the Facilities against loss or damage in an amount sufficient to repair or replace the Facilities in the event of a total loss. The Authority shall provide general liability coverage and works compensation coverage against any accidents, injuries or damages occurring on the leased premises during the term of this Lease, in an amount consistent with the Authority's general liability coverage and workers compensation coverage the Authority System.

Section 3.02 Damages; Duty to Make Repairs. If the leased premises, or any structures, or improvements located thereon, are damaged or destroyed by any cause or casualty, the Authority shall immediately give the City written notice of the damage or destruction, including description of the damage and to the extent known by the Authority, the cause of the damage. Upon any such partial or total destruction of the premises as may require the cessation of operations of the Facilities, the Authority shall take all steps necessary to provide for the temporary operation of alternative facilities so as to ensure the continued operation of the City's wastewater system. The City shall fully cooperate with the Authority and take whatever steps are necessary to ensure the continued operation of the City facilities.

Article IV. **DEFAULT**

Section 4.01 Authority Default. The Authority shall be deemed to be in default of its obligations under the terms of this Lease, if, within sixty (60) days of the date of receipt of notice of any of the following acts of default, the Authority has failed to cure said default. An act of default by the Authority shall mean:

- (a) failure to provide for the continued operation of the Facilities in accordance with all applicable local, state, and federal regulations;
- (b) failure to reconstruct or repair any damages to the Facilities caused by any casualty loss;
- (c) failure to properly repair or maintain the Facilities;
- (d) failure to provide insurance coverage as referenced in Article III.

Article V.

GENERAL PROVISIONS

Section 5.01 Assignability. Assignment of this Lease by either Party is prohibited without the prior written consent of the other Party, which consent shall not be unreasonably withheld, delayed or conditioned; provided however that City hereby consents to the assignment of this Lease to a conservation and reclamation district authorized by Article XVI, Section 59 of the Texas Constitution created for the purpose of owning and operating the Authority System and acting as successor in interest to Authority.

Section 5.02 Amendment. This Lease may be amended or modified only by written agreement duly authorized by the respective governing bodies of the City and the Authority and executed by duly authorized representatives of each.

Section 5.03 Necessary Documents and Actions. Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Lease.

Section 5.04 Entire Agreement. This Lease constitutes the entire agreement of the Parties and this Lease supersedes any prior or contemporaneous oral or written understandings or representations of the Parties regarding the Lease.

Section 5.05 Applicable Law. This Lease will be construed under and in accordance with the laws of the State of Texas.

Section 5.06 Venue. All obligations of the Parties created in this Lease are performable in Guadalupe County, Texas, and venue for any action arising under this Lease will be in Guadalupe County, Texas.

Section 5.07 Duplicate Originals. This Lease may be executed in duplicate originals each of equal dignity.

Section 5.08 Notices. Any notice required under this Lease may be given to the respective Parties by deposit in regular first-class mail or by hand-delivery and by email to the address of the other Party shown below:

City:

City of Schertz

Schertz, Texas 78266

Email: _____

Attention: _____

Authority:

Cibolo Creek Municipal Authority
P.O. Box 930
Schertz, Texas 78154
Email: cdb@ccmatx.org
Attention: General Manager

Notices shall be deemed received on the date of delivery or within three calendar days of deposit in first-class mail.

Section 5.09 Consents and Approvals. Wherever this Lease requires any Party, or its agents or employees to provide a consent, approval or similar action, the Parties agree that such consent, approval or similar action will not be unreasonably withheld or delayed.

Section 5.10 Severability. Should any court declare or determine that any provisions of this Lease is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Lease shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Lease and the remaining provisions of this Lease shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Lease. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Lease a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Lease.

Section 5.11 Force Majeure. If any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Lease, other than an obligation to pay or provide money, then such obligations of that Party to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. Force majeure means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity other than Authority or any civil or military authority, acts, orders or delays of any regulatory authorities with jurisdiction over the parties, insurrections, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of a party. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the affected Party, and that the above requirements that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing Party or Parties when such settlement is unfavorable to it in the judgment of the affected Party.

Section 5.12 Good Faith. Each Party agrees that, notwithstanding any provision herein to the contrary (i) it will not unreasonably withhold or condition or unduly delay any consent, approval,

decision, determination or other action which is required or permitted under the terms of this Lease, and (ii) it will act in good faith and shall at all times deal fairly with the other Party.

Section 5.13 Authority of Parties Executing Lease, Validity. By their execution, each of the individuals executing this Lease on behalf of a Party represents and warrants to the other Party that he or she has the authority to execute the document in the capacity shown on this document. Each of the Parties further represent and warrant that this Lease constitutes a valid and binding contract, enforceable against it in accordance with its terms.

Section 5.14 Exhibits. The following exhibit, attached to this Lease, is incorporated into this Lease as if fully set forth:

Exhibit "A": Legal Description of Leased Premises

Section 5.15 Effective Date. This Lease will be effective from and after the last date of due execution by all Parties.

Section 5.16 Recitals. The recitals contained in the preamble of this Lease and the attachments hereto are hereby found to be true, and such recitals and attachments are hereby made a part of this Lease for all purposes.

(Signatures on following pages)

CIBOLO CREEK MUNICIPAL AUTHORITY

By: _____
Kenneth Greenwald, Board President Date _____

ATTEST:

Reginna Agee, Treasurer

STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on this _____ day of _____, 2020, by Kenneth Greenwald, President of the Board of Directors of Cibolo Creek Municipal Authority, a conservation and reclamation district created under Article 16, Section 59, of the Texas Constitution, on behalf of said conservation and reclamation district.

Notary Public, State of Texas
Printed Name of Notary:

My Commission Expires: _____

CITY OF SCHERTZ, TEXAS

By: _____
_____, _____ Date _____

ATTEST:

_____, _____

STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on this _____ day of _____, 2020,
by _____, _____ of the City of Schertz, a political subdivision of the State
of Texas, on behalf of said municipality.

Notary Public, State of Texas
Printed Name of Notary:

My Commission Expires: _____

EXHIBIT A

Legal Description of Leased Premises

CITY COUNCIL MEMORANDUM

City Council Meeting: November 10, 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. *Final Reading* (M. Browne/B. Dennis)

BACKGROUND

On October 27, 2020 City Council approved on first reading.

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 final 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.

Attachments

Ordinance 20-M-34

04-M-13

2009 Designation form

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.

Approved on first reading 6th day of April, 2004.

PASSED, APPROVED AND ADOPTED this the 20th day of April, 2004.



Mayor, City of Schertz, Texas

ATTEST:


Deputy Mary Glana
City Secretary, City of Schertz

T
1st reading of
Records Mgmt
officer

\$40.50

• • •

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
RELATIVE TO
CORDS MANAGEMENT
AND APPOINTING A
RECORDS MANAGE-
MENT OFFICER AND
PROROGING A RE-
PEALING CLAUSE.

Approved on first read-
ing the 10th day of April
2004
City Secretary
Norma Alvarado

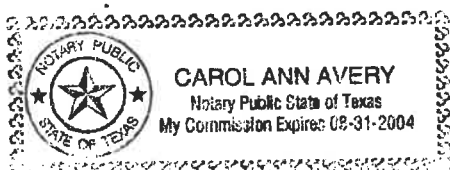
and a newspaper copy of which is hereto attached.

Sworn to and subscribed before me this 12th day of

April, A.D., 2004.

Walter King

... Notary Public, Guadalupe County, Texas



PUBLISHER'S AFFIDAVIT

THE STATE OF TEXAS,

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

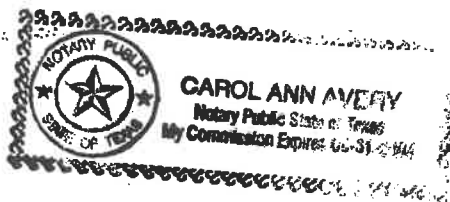
AN ORDINANCE BY
THE CITY COUNCIL
OF THE CITY OF
SEGUITZ, TEXAS ES-
TABLISHING RE-
CORDS MANAGE-
MENT ORDINANCES
AND APPOINTING A
RECORDS MANAGE-
MENT OFFICER; AND
PROVIDING A RE-
PEALING CLAUSE.

PASSED, APPROVED
AND ADOPTED the
20th day of April 2004
Deputy City Secretary,
Mary Ybarra

and a newspaper copy of which is hereto attached.

Sworn to and subscribed before me this 26th 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 _____

Position designated in RMP _____

Individual's Name _____

Signature of RMO _____

Date: 10-20-2009

Section Three: Contact Information –

☐ New

☐ Update

Records Management Officer Contact Information

Street Address _____

P.O. Box _____

City _____

Zip Code _____

Telephone Number _____

Fax Number _____

E-mail Address _____

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: November 10, 2020

Department: Planning & Community Development

Subject: Ordinance No. 20-S-33 - 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. *Final Reading (B. James/L. Wood/N. Koplyay)*

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).

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

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 27th day of October, 2020.

PASSED, APPROVED AND ADOPTED on final reading the 10th day of November, 2020.

Ralph Gutierrez, Mayor

ATTEST:

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



NOTES:

- 1. 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
- 2. 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
- 3. 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:

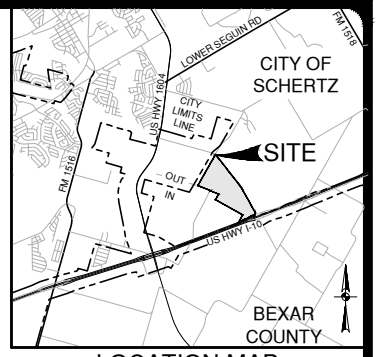
- 1. EXISTING GENERAL BUSINESS ZONING ACREAGE - 57.72 ACRES
- 2. EXISTING MANUFACTURING (LIGHT) ZONING ACREAGE - 146.29 ACRES
- 3. PROPOSED PLANNED DEVELOPMENT DISTRICT ACREAGE- 204.0 ACRES

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 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

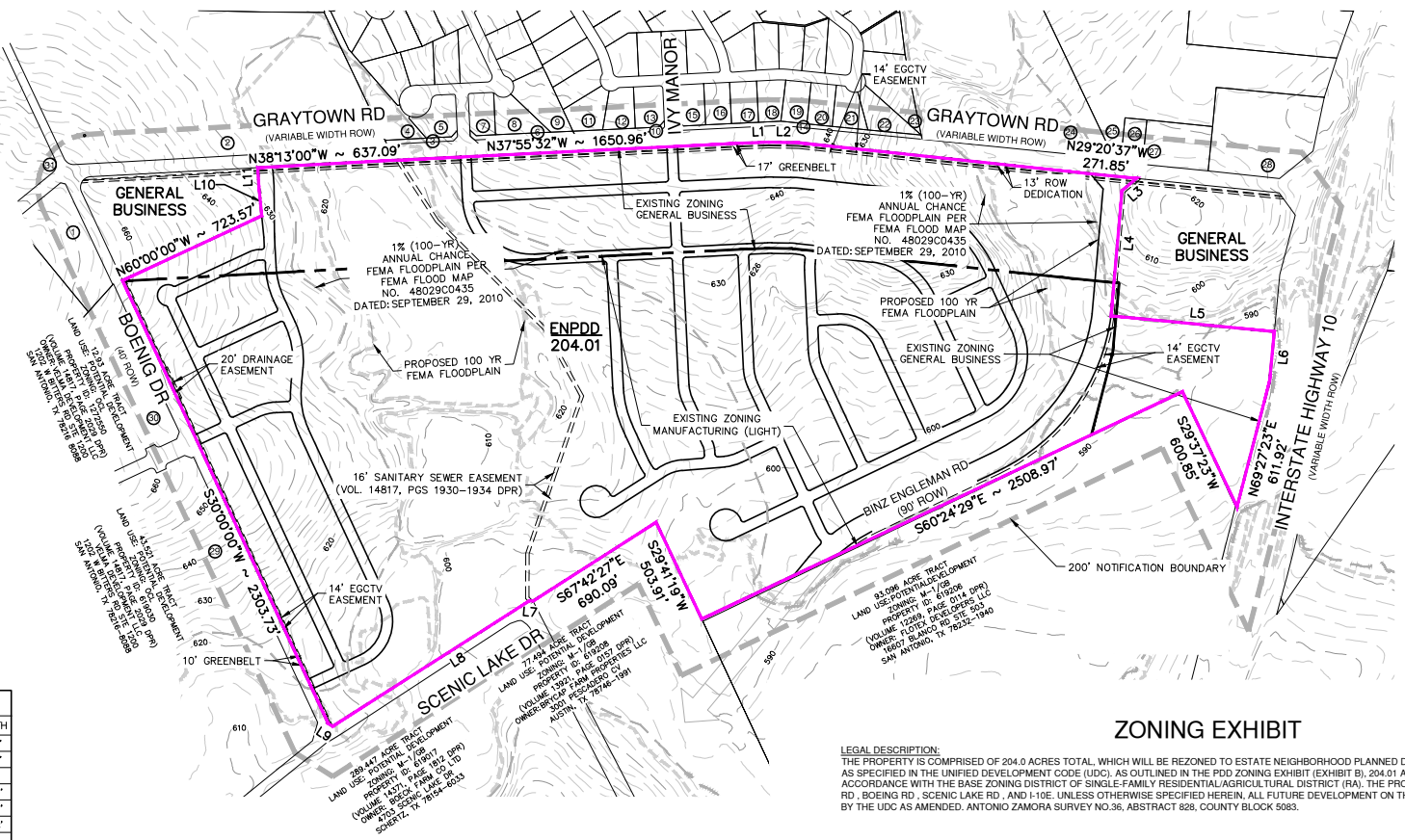
LEGEND

- 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 TABLE | | |
|------------|-------------|----------|
| 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°53'51"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°37'56"E | 1101.82' |
| L9 | S2°53'55"E | 25.49' |
| L10 | S49°10'12"W | 139.96' |
| L11 | S51°47'00"W | 88.56' |



ZONING EXHIBIT

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 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. ANTONIO ZAMORA SURVEY NO.36, ABSTRACT 828, COUNTY BLOCK 5083.

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

PAPE-DAWSON ENGINEERS
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 | 6651 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 | 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 | JALEN CT, SCHERTZ, TX 78154 |
| 5 | MAIN FRANCIS SCOTT | 0.7121 | Single Family | R-A | 1267451 | | 7003 JALEN CT, SCHERTZ, TX 78154 |
| | RESERVE AT SCHERTZ HOMEOWNERS ASSOCIATION INC | 0.2011 | Single Family | R-A | 1267452 | VOL 16470, PG 2038, DPR | PAYTON WAY, SCHERTZ, TX 78154 |
| 6 | RESERVE AT SCHERTZ HOMEOWNERS ASSOCIATION INC | 0.2291 | Single Family | R-A | 1267435 | VOL 18503, PG 0227, DPR | PAYTON WAY, SCHERTZ, TX 78154 |
| 7 | ANTHONY MARGARET SARANDI & WILLIAM E ANTHONY | 0.5411 | Single Family | R-A | 1267434 | | JALEN CT, SCHERTZ, TX 78154 |
| 8 | TAYLOR TYRON DALE & STOUTON-TAYLOR ROSLYN R | 0.7265 | Single Family | R-A | 1267433 | | 6995 JALEN CT, SCHERTZ, TX 78154 |
| 9 | BREWSTER KEVIN I & EARNEY M | 1.0433 | Single Family | R-A | 1267432 | VOL 18840, PG 2475, DPR | 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 | N GRAYTOWN RD, SCHERTZ, TX 78154 |
| 11 | TINSON FERENIE & REGINALD | 0.6866 | Single Family | R-A | 1193853 | VOL 18439, PG 2178, DPR | 6811 IVY MTN, SCHERTZ, TX 78154 |
| 12 | BEE WILLIAM & SHIRLENE | 0.5871 | Single Family | R-A | 1193852 | VOL 17033, PG 2387, DPR | 6807 IVY MTN, SCHERTZ, TX 78154 |
| 13 | WEIR DANIEL F & ALAINA M | 0.6077 | Single Family | R-A | 1193851 | VOL 17046, PG 1862, DPR | 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 | N GRAYTOWN RD, SCHERTZ, TX 78154 |
| 15 | HUFFMAN MARSHALL | 0.5852 | Single Family | R-A | 1205801 | VOL 17376, PG 2234, DPR | 6747 IVY MTN, SCHERTX, TX 78154 |
| 16 | MILLER ALFRED & JO NELL | 0.5461 | Single Family | R-A | 1205800 | VOL 16983, PG 1870, DPR | 6743 IVY MTN, SCHERTZ, TX 78154 |
| 17 | ROPER BURNIE L & LAWANDA L | 0.5705 | Single Family | R-A | 1205799 | VOL 17046, PG 1862, DPR | 6627 IVY MTN, SCHERTZ, TX 78154 |
| 18 | RUFFIN JOEZETT LATRICE | 0.5457 | Single Family | R-A | 1214097 | VOL 18956, PG 297, DPR | 6623 IVY MTN, SCHERTZ, TX 78154 |
| 19 | RICKS TIMOTHY & DORETHEA G | 0.5439 | Single Family | R-A | 1214096 | VOL 17561, PG 2208, DPR | 6619 IVY MTN, SCHERTZ, TX 78154 |
| 20 | RAGAY DOMINADOR S & GRACE R | 0.5372 | Single Family | R-A | 1214095 | VOL 17278, PG 86, DPR | 6615 IVY MTN, SCHERTZ, TX 78154 |
| 21 | VINSON ALONZA & COURTLIN | 0.5664 | Single Family | R-A | 1214094 | VOL 17261, PG 1302, DPR | 6611 IVY MTN, SCHERTZ, TX 78154 |
| 22 | PARSONS LYNN M | 0.6838 | Single Family | R-A | 1214093 | VOL 18237, PG 273, DPR | 6607 IVY MTN, SCHERTZ, TX 78154 |
| 23 | BOHANNON-BEY PAMELA & RUMEL | 0.7503 | Single Family | R-A | 1214092 | VOL 17759, PG 1450, DPR | 10204 LENO WAY, SCHERTZ, TX 78154 |
| 24 | COSGROVE MATTHEW T | 30.783 | Potential Development Land | R-A | 1249153 | VOL 18612, PG 0468, DPR | GRAYTOWN, TX |
| 25 | MUZNY ALAN G & BARBARA K | 49.341 | Potential Development Land | R-A/GB | 619230 | VOL 4762, PG 1292, DPR | 11403 INTERSTATE 10 E, SCHERTZ, TX 78154 |
| 26 | MELLO MARK T & MELLO JANET | 0.5 | Vacant Land | GB | 619237 | VOL 19023, PG 1465, DPR | 5190 GRAYTOWN RD, SCHERTZ, TX 78154 |
| 27 | MELLO MARK T & MELLO JANET | 1.5 | Rural | GB | 619229 | VOL 19023, PG 1465, DPR | 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 | 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 | 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 | 11549 INTERSTATE 10 E, SCHERTZ, TX 78154 |
| | FLOTEX DEVELOPERS LLC | 93.096 | Potential Development Land | M-1/GB | 619206 | VOL 12269, PG 0114, DRP | 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

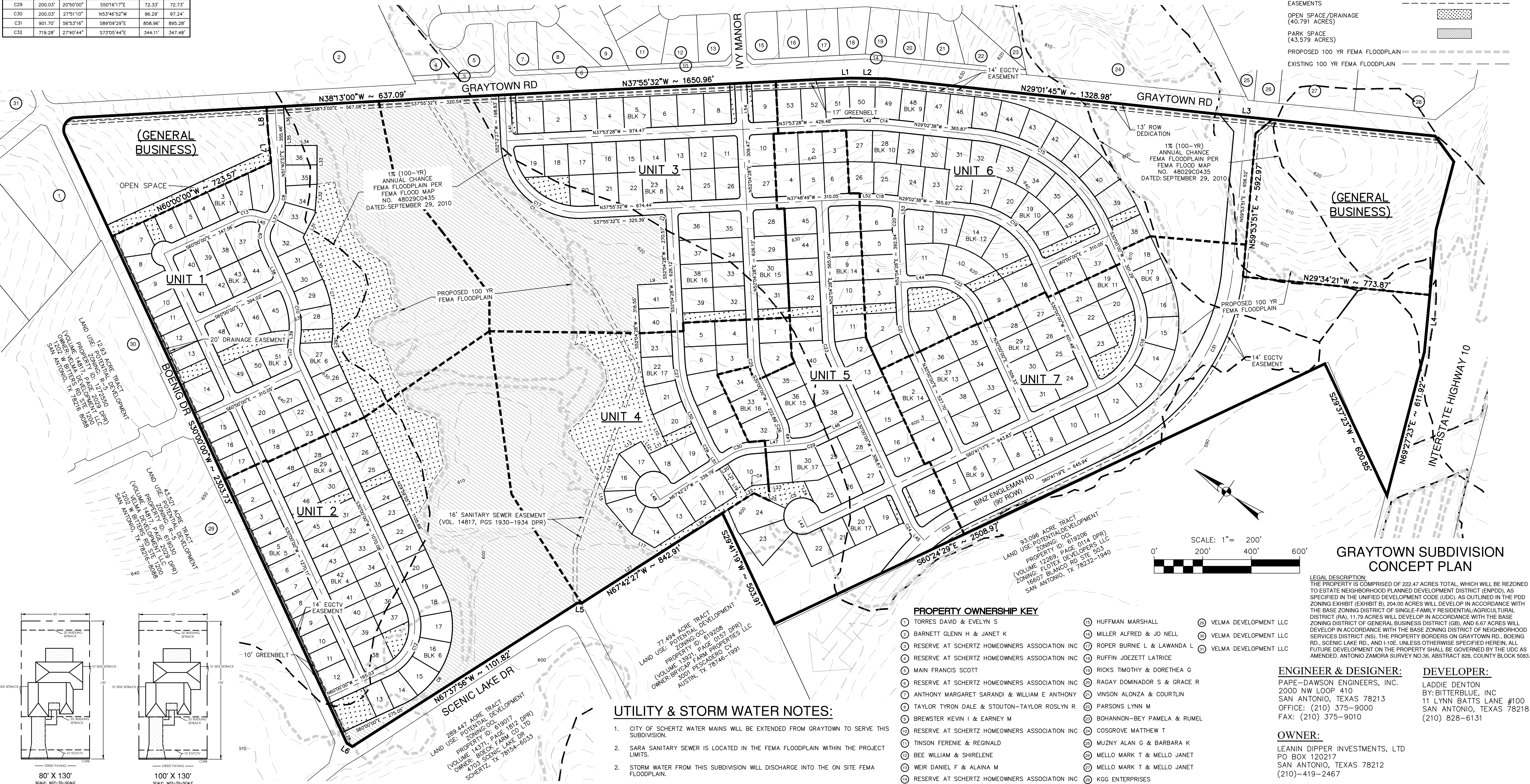
| CURVE TABLE | | | | | LINE TABLE | | | LINE TABLE | | |
|-------------|---------|------------|---------------|--------------|------------|-------------|----------|------------|-------------|---------|
| CURVE # | RADIUS | DELTA | CHORD BEARING | CHORD LENGTH | LINE # | BEARING | LENGTH | LINE # | BEARING | LENGTH |
| C1 | 325.06' | 90°07'59" | S7°08'28"W | 460.23' | L1 | N37°26'03"W | 123.61' | L29 | S6°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 | 106.18' |
| C4 | 45.01' | 27°51'10" | S53°46'52"E | 21.66' | L4 | N8°20'23"E | 236.02' | L32 | S58°39'16"W | 122.18' |
| C5 | 75.01' | 105°41'15" | 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 | N2°53'55"W | 25.49' | L34 | N35°28'14"W | 131.24' |
| C7 | 483.09' | 30°00'00" | N45°00'00"E | 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°46'57"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' | 90°00'00" | N75°00'00"E | 282.89' | L12 | N22°17'33"E | 60.96' | L40 | S181°34'2"E | 51.07' |
| C13 | 100.00' | 41°46'18" | 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 | S78°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"W | 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°3'45"E | 109.96' | L45 | S13°24'29"W | 60.42' |
| C18 | 335.06' | 5°02'10" | N31°33'43"W | 29.44' | L18 | N60°41'17"W | 202.36' | 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 | S50°08'43"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°36'08"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 | N6°05'72"E | 60.22' |
| C26 | 100.02' | 20°08'43" | S40°04'22"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" | 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' | | | | | | |

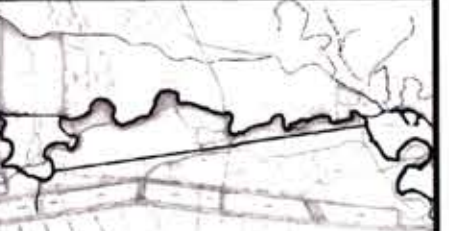
| LINE TABLE | | | |
|------------|------------|----------|--|
| LINE # | BEARING | LENGTH | |
| L1 | N3726'03"W | 123.61' | |
| L2 | N3404'47"W | 144.31' | |
| L3 | N2920'37"W | 271.85' | |
| L4 | N6020'23"E | 236.02' | |
| L5 | N3024'43"W | 15.93' | |
| L6 | N2535'55"W | 25.49' | |
| L7 | N4910'12"E | 136.40' | |
| L8 | S5146'57"W | 92.11' | |
| L9 | N3755'32"W | 130.02' | |
| L10 | S3000'00"W | 109.17' | |
| L11 | N6000'00"W | 82.57' | |
| L12 | N2217'33"E | 60.96' | |
| L13 | N6430'55"W | 104.30' | |
| L14 | S7849'28"W | 166.27' | |
| L15 | S4532'23"W | 52.53' | |
| L16 | S1437'50"W | 163.81' | |
| L17 | S4234'45"E | 109.96' | |
| L19 | N2217'33"E | 130.02' | |
| L20 | S6742'27"E | 40.01' | |
| L21 | S2217'33"E | 130.02' | |
| L22 | S6742'27"E | 25.67' | |
| L23 | S3951'17"E | 204.01' | |
| L24 | S3000'00"W | 96.50' | |
| L25 | N936'08"W | 145.35' | |
| L26 | S6742'27"E | 400.07' | |
| L27 | N6742'27"W | 842.91' | |
| L28 | S3000'00"W | 2303.73' | |

| LINE TABLE | | |
|------------|-------------|---------|
| LINE # | BEARING | LENGTH |
| L29 | S60°00'00"W | 38.50' |
| L30 | S30°00'00"W | 184.11' |
| L31 | N81°46'18"W | 106.18' |
| L32 | S58°39'16"W | 122.18' |
| L33 | N54°56'26"E | 159.91' |
| L34 | N35°28'14"W | 131.24' |
| L35 | N54°31'46"E | 40.10' |
| L36 | N51°40'59"E | 122.03' |
| L37 | N81°46'18"E | 95.91' |
| L38 | S30°00'00"W | 156.21' |
| L39 | S60°00'00"W | 53.23' |
| L40 | S181°34'2"E | 51.07' |
| L41 | N52°12'27"E | 189.58' |
| L42 | N34°04'48"W | 83.16' |
| L43 | S29°16'43"W | 50.01' |
| L44 | N37°55'32"W | 122.12' |
| L45 | S13°24'29"W | 60.42' |
| L46 | N60°41'17"W | 202.36' |
| L47 | N39°51'17"W | 135.60' |
| L48 | S22°17'33"E | 49.45' |
| L49 | S50°08'43"W | 57.25' |
| L50 | S30°00'00"W | 180.07' |
| L51 | S22°17'33"E | 68.01' |
| L52 | N34°04'48"W | 83.16' |
| L53 | N6°05'72"E | 60.22' |
| L54 | N52°04'28"E | 190.17' |

NOTES:

- ALL INTERNAL STREETS WITHIN THE M.D.P. LIMITS ARE LOCAL "A" WITH A 5.0' 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 SERVICE 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.





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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

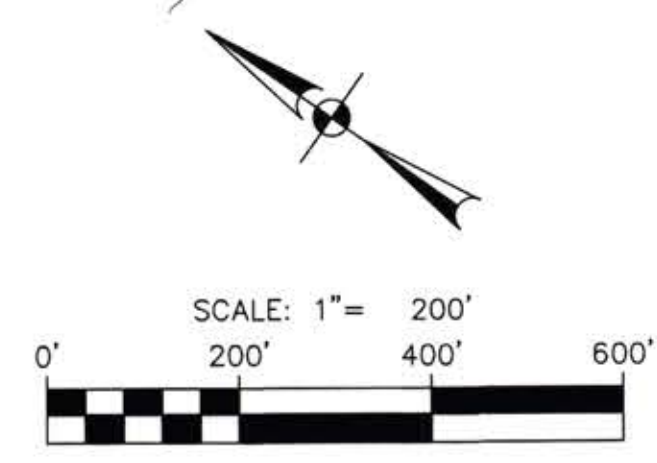
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SHEET

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
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9-5-19

TITLE

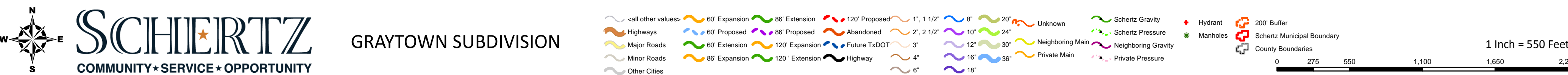
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SHEET

Sheet 1 of 2

Graytown Valley Park, Phase One Improvements

Scale 1" = 50'



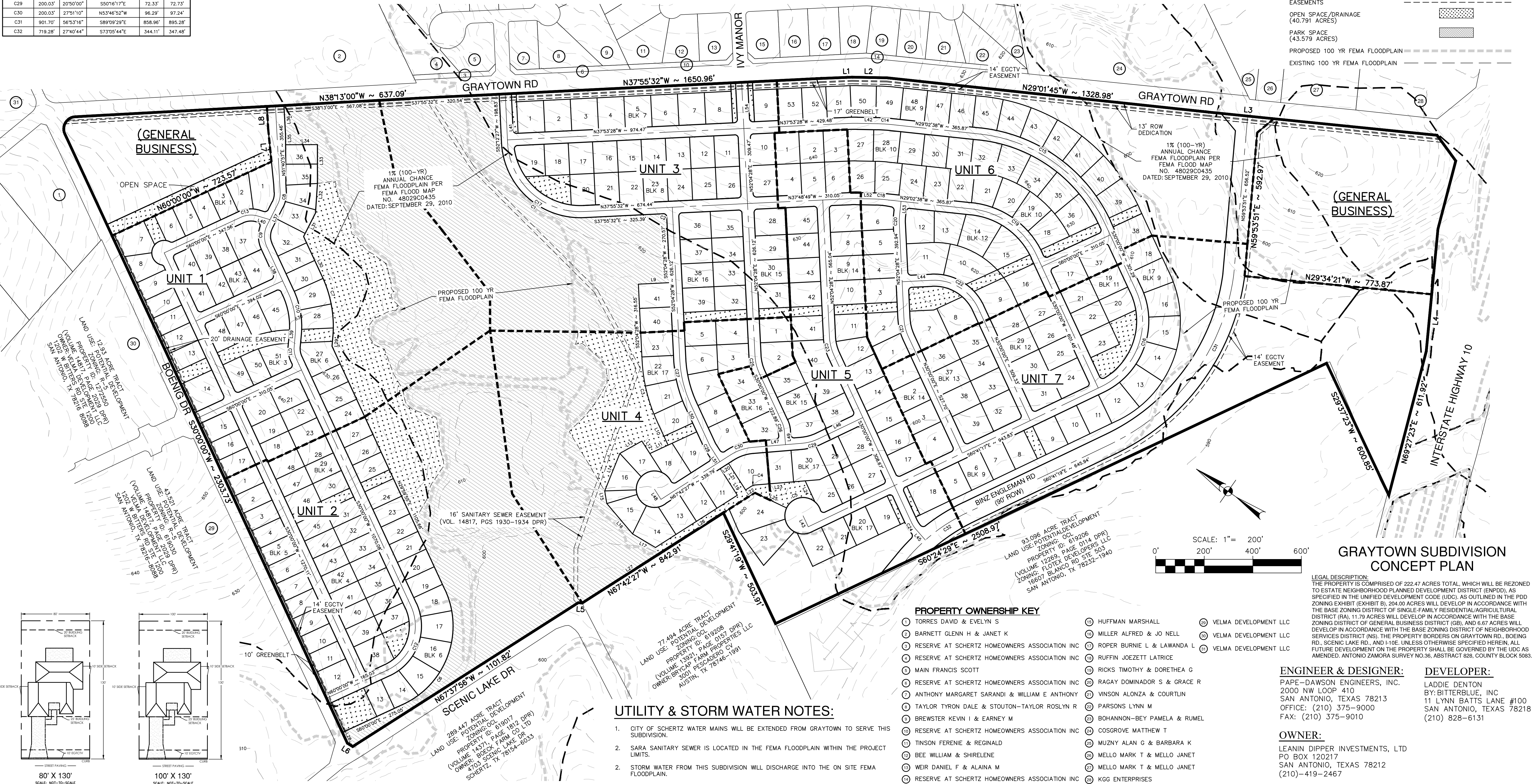
| CURVE TABLE | | | | | LINE TABLE | | | LINE TABLE | | |
|-------------|---------|------------|---------------|--------------|------------|-------------|----------|------------|-------------|---------|
| CURVE # | RADIUS | DELTA | CHORD BEARING | CHORD LENGTH | LINE # | BEARING | LENGTH | LINE # | BEARING | LENGTH |
| C1 | 325.06' | 90°07'59" | S7°08'28"W | 460.23' | L1 | N37°26'03"W | 123.61' | L29 | S6°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 | N8°20'23"E | 236.02' | L32 | S58°39'16"W | 122.18' |
| C5 | 75.01' | 105°41'15" | 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 | N2°53'55"W | 25.49' | L34 | N35°28'14"W | 131.24' |
| C7 | 483.09' | 30°00'00" | N45°00'00"E | 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°46'57"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' | 90°00'00" | N75°00'00"E | 282.89' | L12 | N22°17'33"E | 60.96' | L40 | S181°34'2"E | 51.07' |
| C13 | 100.00' | 41°46'18" | 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 | S78°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"W | 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°34'5"E | 109.96' | L45 | S13°24'29"W | 60.42' |
| C18 | 335.06' | 5°02'10" | N31°33'43"W | 29.44' | L18 | N60°41'17"W | 202.36' | 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 | S50°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°36'08"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 | N6°05'72"E | 60.22' |
| C26 | 100.02' | 20°08'43" | S40°04'22"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' | | | |
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| C29 | 200.03' | 20°50'00" | S50°16'17"E | 72.33' | | | | | | |
| C30 | 200.03' | 27°51'10" | N53°46'52"W | 96.29' | | | | | | |
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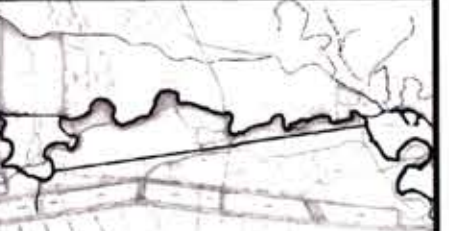
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| C2 | 14.00' | 90°00'00" | S7°04'28"W | 19.80' | L2 | N34°04'47"W | 144.31' | L30 | S30°00'00"W | 184.11' |
| C3 | 665.11' | 22°04'28" | S41°02'14"W | 254.67' | L3 | N29°20'37"W | 271.85' | L31 | S81°46'18"W | 108.18' |
| C4 | 45.01' | 27°51'10" | S53°46'52"E | 21.66' | L4 | N8°20'23"E | 236.02' | L32 | S58°39'16"W | 122.18' |
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| C7 | 483.09' | 30°00'00" | N45°00'00"E | 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°46'57"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' |
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| 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°34'2"E | 51.07' |
| C13 | 100.00' | 41°46'18" | 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 | S78°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"W | 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°34'5"E | 109.96' | L45 | S13°24'29"W | 60.42' |
| C18 | 335.06' | 5°02'10" | N31°33'43"W | 29.44' | L18 | N60°41'17"W | 202.36' | 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 | S50°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°36'08"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 | N6°05'72"E | 60.22' |
| C26 | 100.02' | 20°08'43" | S40°04'22"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°22'27" | 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' | | | | | | |

NOTES:

- ALL INTERNAL STREETS WITHIN THE M.D.P. LIMITS ARE LOCAL "A" WITH A 5.0' 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 SERVICE 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.





The record copy of this drawing is on file at the offices of Dixie Watkins III & Associates, 11 Lynn Batts Lane, Suite 110, San Antonio, Texas 78218. This document is released for the purpose of reference, coordination, and/or facility management under the authority of the named professional, registration number and date on the seal affixed above.

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



The record copy of this drawing is on file at the offices of Dixie Watkins III & Associates, 11 Lynn Batts Lane, Suite 110, San Antonio, Texas 78218. This document is released for the purpose of reference, coordination, and/or facility management under the authority of the named professional, registration number and date on the seal affixed above.

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

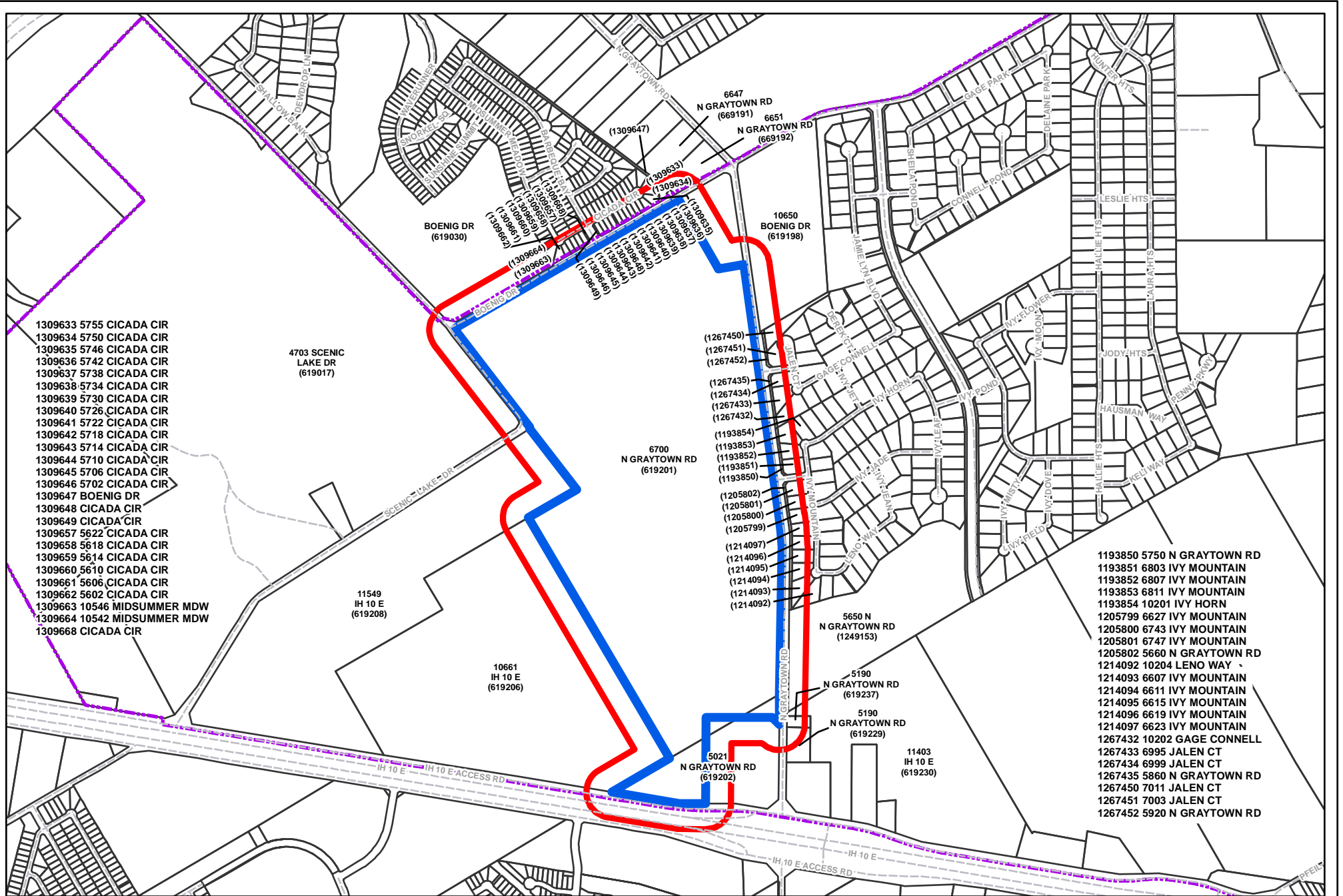
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SHEET

Sheet 1 of 2

Graytown Valley Park, Phase One Improvements

Scale 1" = 50'



SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

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. Periodic 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 product(s) described herein at any time.

City of Schertz

GRAYTOWN SUBDIVISION

Master Development Plan



Parcel Boundaries



Schertz City Boundary



200' Notification Buffer



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

Nick Kopyay
Planner

Reply Form

I am: in favor of ☐ strongly opposed to ☒ 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 SIGNATURE: [Signature]
(PLEASE PRINT)

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 **5:00pm**, located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building 44, Schertz, Texas to consider and make recommendation on the following item:

202008-000 - A request to rezone approximately 304 acres of land from General Business District (GBD) 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 Kopylov, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, by fax (210) 619-1783, or by e-mail (nkopylov@schertztx.com). If you have any questions please feel free to call Nick Kopylov, Planner directly at (210) 619-1784.

Sincerely,

Nick Kopylov

Nick Kopylov
Planner

Reply Form

I am ☒ **Interested** ☐ **Uninterested** ☐ **Neutral** the request for 202008-000

Comments:

NAME James Gove Jr. owner James Gove Jr.

STREET ADDRESS 10317 Ivy Jade

DATE 6 Sep 2020

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 [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
Planner

Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **ZC2020-006**

COMMENTS: Only would approve if lots are 1/2 acre or larger

NAME: Daniel Weir SIGNATURE Daniel Weir
(PLEASE PRINT)

STREET ADDRESS: 6803 Ivy MTW

DATE: 9-6-2020

CITY COUNCIL MEMORANDUM

City Council Meeting: November 10, 2020

Department: Planning & Community Development

Subject: Ordinance No. 20-S-37 - Conduct a public hearing, consider and/or act upon request to amend the Comprehensive Land Use Plan by changing approximately 40 acres of the Future Land Use Map from the Estate Neighborhood and Agricultural Conservation land use designations to the Single-Family Residential land use designation, generally located approximately 4,000 feet east of the intersection between FM 1518 and Lower Seguin Road, also known as Bexar County Property Identification Numbers 310024 and 310031, City of Schertz, Bexar County, Texas. *First Reading (B. James/L. Wood/ N. Koplyay)*

BACKGROUND

Proposed Amendment: The applicant is requesting to amend the Comprehensive Land Use Plan by changing approximately 40 acres of the Future Land Use Map from the Estate Neighborhood and Agricultural Conservation land use designations to the Single-Family Residential land use designation.

The Future Land Use Map for the subject area was evaluated as part of the Sector Plan amendment to the Comprehensive Land Use Plan, adopted by City Council on July 16, 2013. The subject properties are currently designated under the Mixed Use Neighborhood and Agricultural Conservation future land use categories. 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 zoning for development 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 goal ENPDD zoning alternative development option is to allow more flexibility in lot size, while requiring quality open space and neighborhood design under the same overall destiny of the R-A zoning district.

The Agricultural Conservation land use designation is intended to preserve much of South Schertz in a rural/agricultural state. This area is less attractive for more intense uses due to its distance from the Interstate and limited street connectivity. Some character-defining elements recommended are mainly large-lot (5 acre minimum lot size) residential and agricultural uses with some agricultural related commercial uses being permitted (landscaping business, metal workshop, farmers market, convenience store, etc., with appropriate design and transition standards).

The applicant is proposing to change the future land use designation of the subject properties to Single-Family Residential. This proposed future land use designation is intended to be comprised of primarily conventional detached dwellings. In areas proposed to utilize a traditional neighborhood design the single-family residential use may include a mix of lot sizes and single-family residential uses, as well as limited commercial development to support the daily activities of the development. In all single-family residential use areas, public and semi-public development such as schools and churches are encouraged as neighborhood focal points.

Public Hearing Notices: The public hearing notice mailers were sent out to surrounding property

owners prior to the Planning and Zoning Commission public hearing, and a public hearing notice was published in the "San Antonio Express" prior to this City Council public hearing. At the time of this staff report, staff has received (3) responses in favor of the proposed amendment and (1) response opposed to the proposed amendment.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission met on October 14, 2020 and made a recommendation of denial to the City Council by a 7-0 vote. The Commissioners spoke at length regarding the increased traffic in Southern Schertz with the addition of the single-family residential land use designations, the impact of the proposal to the Master Thoroughfare Plan, and whether they should recommend approval of changes to individual parcels on the Comprehensive Land Use Plan given the impending full Comprehensive Land Use Plan update.

GOAL

The project goal is to amend the Comprehensive Land Use Plan by changing approximately 40 acres of the Future Land Use Map from the Estate Neighborhood and Agricultural Conservation land use designations to the Single-Family Residential land use designation.

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 development plan that led to the filing of this Comprehensive Land Use Plan involves the potential construction of approximately 125 single-family residential homes, sized at roughly 60'x120', which would be commensurate to other subdivisions established in the City's Single-Family Residential (R-7) zoning district. The proposed subdivision does not fit within the Agricultural Conservation and Estate Neighborhood future land use designations given the required open space and density minimums required in the land use categories, therefore the applicant moved forward with this proposed Comprehensive Plan amendment to reclassify the properties under the Single-Family Residential future land use designation.

The 2013 Sector Plan Amendment of the Comprehensive Land Use Plan sought to establish future development objectives that balance the traditionally rural and agricultural identity that has shaped the character of Southern Schertz with the opportunity for growth as the City continues to develop south of FM 78. The Schertz City Council has recently approved property owner requested Future Land Use Plan amendments to allow for development under the single-family residential land use designation, as opposed to the various, originally planned single-family residential and agricultural land use designations that regulated development based on additional mixed-use form, density, and/or minimum open space preservation. Staff agrees with City Council that property owners in Southern Schertz should have significant influence in the development of the future development goals for Southern Schertz; therefore Staff defers to City Council regarding their approbation of modifications to the Comprehensive Land Use Plan in order to allow property owners to develop their properties in accordance with current market conditions, which in this case promotes the addition of traditional single-family residential developments.

Staff recommends approval of the proposed Comprehensive Land Use Plan amendment.

The final approval of the FY 2020-21 City of Schertz Budget last month at the September 8, 2020 City Council Meeting should also be considered when making a recommendation to City Council regarding this Comprehensive Land Use Plan amendment. The FY2020-21 Budget, in effect as of October 1, 2020, allocates funding for a full Comprehensive Land Use Plan amendment, which will involve

contributions from all the City of Schertz stakeholders, including the residents of Southern Schertz. The revamp of the Comprehensive Land Use Plan will allow us to tailor the future plans for Schertz to the evolving needs of our residents. The full amendment would enable City Staff to make modifications to the Future Land Use Map that are the most appropriate for each area within Schertz. For instance, the lack of residential options for families in Southern Schertz has engendered several development proposals, such as the plan prompting this Comprehensive Land Use Plan amendment, which focus on the construction of a variety of housing options through a mix of lot sizes and product types. The upcoming Comprehensive Plan rework would allow Staff to reconcile these gaps between our future plan, the residents' desires, and current market conditions, and would be the most appropriate time to modify the plan on an area by area basis.

FISCAL IMPACT

None

RECOMMENDATION

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission met on October 14, 2020 and made a recommendation of denial to the City Council by a 7-0 vote. The Commissioners spoke at length regarding the increased traffic in Southern Schertz with the addition of the single-family residential land use designations, the impact of the proposal to the Master Thoroughfare Plan, and whether they should recommend approval of changes to individual parcels on the Comprehensive Land Use Plan given the impending full Comprehensive Land Use Plan update.

Staff recommends approval of the proposed Comprehensive Land Use Plan amendment to change approximately 40 acres of the Future Land Use Map from the Estate Neighborhood and Agricultural Conservation land use designations to the Single-Family Residential land use designation.

Attachments

Ordinance 20-S-37

Ordinance 20-S-37 Exhibit A

Ordinance 20-S-37 Exhibit B

Aerial Map

Comprehensive Plan Amendment Request Letter

Comprehensive Plan (Schertz Sector Plan) - South Schertz Future Land Use Map

Public Hearing Notice Map

Public Hearing Notice Responses

ORDINANCE NO. 20-S-37

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE COMPREHENSIVE LAND USE PLAN BY CHANGING APPROXIMATELY 40 ACRES OF THE FUTURE LAND USE MAP FROM THE ESTATE NEIGHBORHOOD AND AGRICULTURAL CONSERVATION LAND USE DESIGNATIONS TO THE SINGLE-FAMILY RESIDENTIAL LAND USE DESIGNATION, GENERALLY LOCATED APPROXIMATELY 4,000 FEET EAST OF THE INTERSECTION BETWEEN FM 1518 AND LOWER SEGUIN ROAD, ALSO KNOWN AS BEXAR COUNTY PROPERTY IDENTIFICATION NUMBERS 310024 AND 310031, CITY OF SCHERTZ, BEXAR COUNTY, TEXAS

WHEREAS, an application to amend the Comprehensive Land Use Plan by changing approximately 40 acres of the Future Land Use Map from the Estate Neighborhood and Agricultural Conservation land use designations to the Single-Family Residential land use designation, 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 21.4.6.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 an amendment to the Comprehensive Land Use Plan (the “Criteria”); and

WHEREAS, a total of 14 public hearing notices were mailed out to property owners in the subject areas and to surrounding property owners within two hundred (200) feet of the subject areas on October 2, 2020 and a public hearing notice was published in the San Antonio Express News on October 21, 2020; and

WHEREAS, on October 14, 2020, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to deny the requested Comprehensive Land Use Plan amendment; and

WHEREAS, on November 10, 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 Comprehensive Land Use Plan amendment be approved as provided for herein.

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

Section 1. The current Comprehensive Land Use Plan is hereby amended to change the Future Land Use Map of the Property, as shown and more particularly described in the attached Exhibit A, from the Mixed Use Neighborhood and Agricultural Conservation land use designations to the Single-Family Residential land use designation.

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

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

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

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

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

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

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

Approved on first reading the 10th day of November, 2020.

PASSED, APPROVED AND ADOPTED on final reading the 1st day of December, 2020.

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary
(SEAL OF THE CITY)



METES AND BOUNDS DESCRIPTION FOR A 20.003 ACRE TRACT OF LAND

October 4, 2016

Being a 20.003 acre tract of land (called 19.999 acres) situated in Bexar County, Texas surveyed for W.H. Rittiman and being part of the Julian Diaz Survey No. 66, Abstract No. 187, Bexar County Block 5059 and also being part of an eighty acre Paul Gleitz Tract and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2" iron rod found along the southeast Right of Way line of Lower Seguin Rd. and the northeast corner of a tract deeded to Sue N. Fluitt and recorded in vol. 8472, pg. 1941, Real Property Records, Bexar County, Texas for the northwest corner and **POINT OF BEGINNING** of this tract;

THENCE: North 59°44'00" East, along Lower Seguin Rd. a distance of **693.08 feet** to a set 1/2" iron rod at the northwest corner of a tract deeded to Carlos Jr. & Margaret L. Garza, recorded in vol. 6541, pg. 807, Real Property Records, Bexar County, Texas for the northeast corner of this tract;

THENCE: South 30°08'00" East, generally along a barbed wire fence a distance of **1257.83 feet** to a found 1/2" iron rod for the southeast corner of this tract;

THENCE: South 59°56'25" West, generally along a barbed wire fence a distance of **693.75 feet** to a found 1/2" iron rod for the southwest corner of this tract;

THENCE: North 30°06'11" West, generally along a barbed wire fence a distance of **1255.33 feet** to the **POINT OF BEGINNING** and containing 20.003 acres of land, more or less, according to a survey made on the ground;

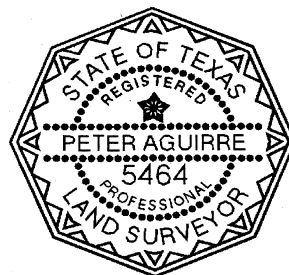
SouthCentral Surveyors of Texas

Peter A. Aguirre, R.P.L.S.

Registration No. 5464

Job # 16-0159-001

A drawing of even job number and date was also prepared.





METES AND BOUNDS DESCRIPTION FOR A 19.585 ACRE TRACT OF LAND

October 14, 2016

Being a 19.585 acre tract of land out of a 21.58 acre tract out of the Julian Diaz Survey No. 66, Abstract 187, County Block 5059 recorded in vol. 8472, pg. 1941, Real Property Records of Bexar County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2" iron rod found along the southeast Right of Way line of Lower Seguin Rd. and the northwest corner of a tract deeded to Joy Lee Rittiman and recorded in vol. 15243, pg. 1106, Real Property Records, Bexar County, Texas for the northeast corner and **POINT OF BEGINNING** of this tract;

THENCE: South 30°06'11" East, generally along a barbed wire fence a distance of **1255.33 feet** to a Found 1/2" iron rod at the southwest corner of said Rittiman tract for the southeast corner of this tract;

THENCE: South 59°59'45" West, generally along a barbed wire fence a distance of **1097.83 feet** to a found 1/2" iron rod at the northwest corner of a tract deeded to Scanna Fraser Holtz, BCAD # 310032 and the east line of a tract deeded to Gary A. Fairley recorded in vol. 10520, pg. 1386, Real Property Records of Bexar County, Texas for the southwest corner of this tract;

THENCE: North 30°00'00" West, generally along a barbed wire fence a distance of **655.53 feet** to a iron fence post along the east line of said Fairley tract and the southwest corner of a tract deeded to Doris Asher recorded in Vol. 16710, pg. 747, Real Property Records of Bexar County, Texas for the westernmost corner of this tract;

THENCE: North 59°54'43" East, generally along a barbed wire fence a distance of **840.51 feet** to a set 1/2" iron rod at the southeast corner of a tract deeded to Salvador P. Alvarez recorded in Vol. 12023, pg. 647, Real Property Records of Bexar County, Texas for a corner of this tract;

THENCE: North 23°37'55" West, generally along a smooth wire fence a distance of **602.56 feet** to a set 1/2" iron rod at the northeast corner of said Alvarez tract for the northwest corner of this tract;

THENCE: North 60°04'46" West, generally along a barbed wire fence a distance of **188.23 feet** to the **POINT OF BEGINNING** and containing 19.585 acres of land, more or less, according to a survey made on the ground;

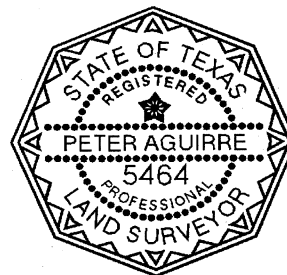
SouthCentral Surveyors of Texas

Peter A. Aguirre, R.P.L.S.

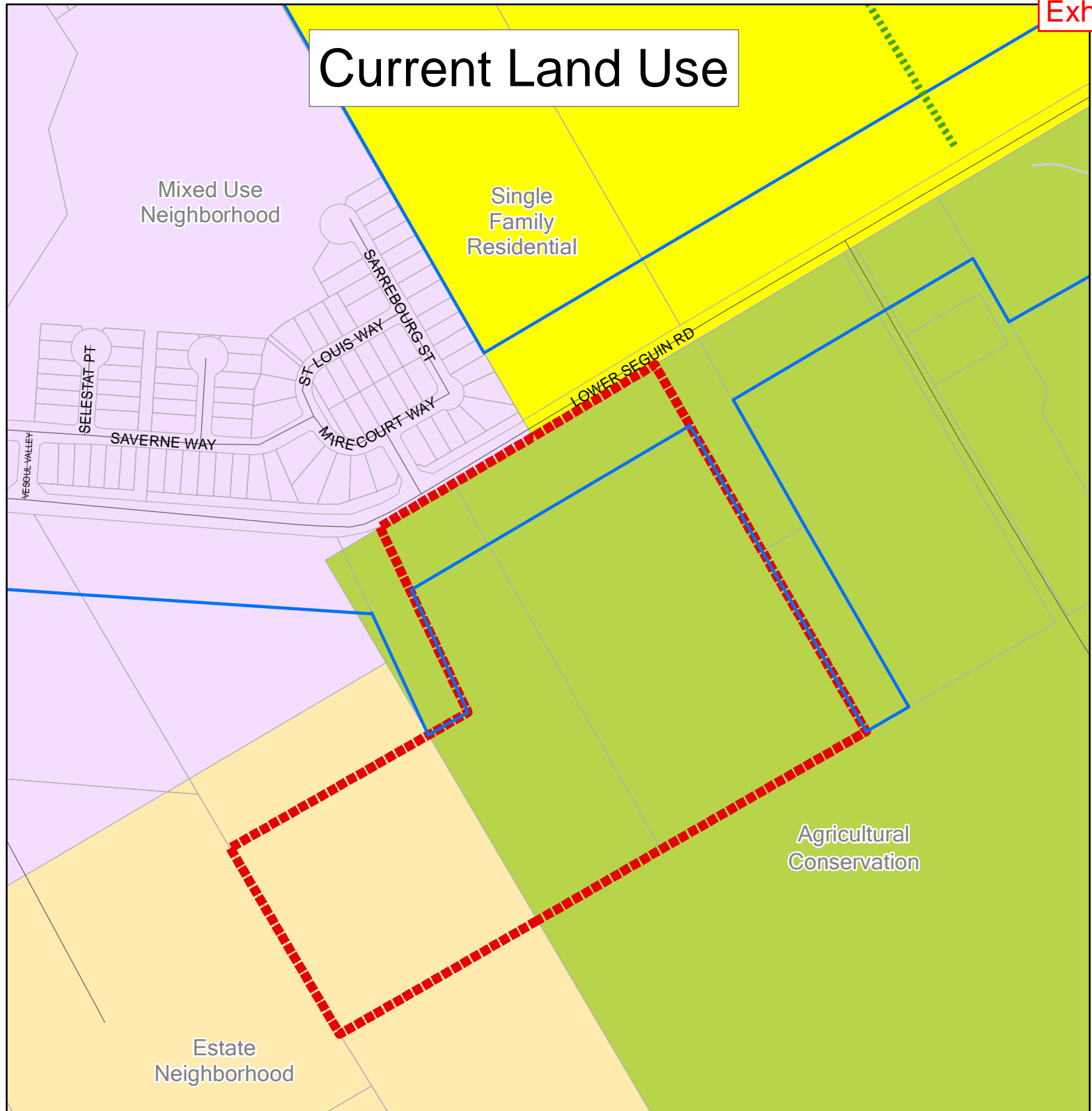
Registration No. 5464

Job # 16-0173-001

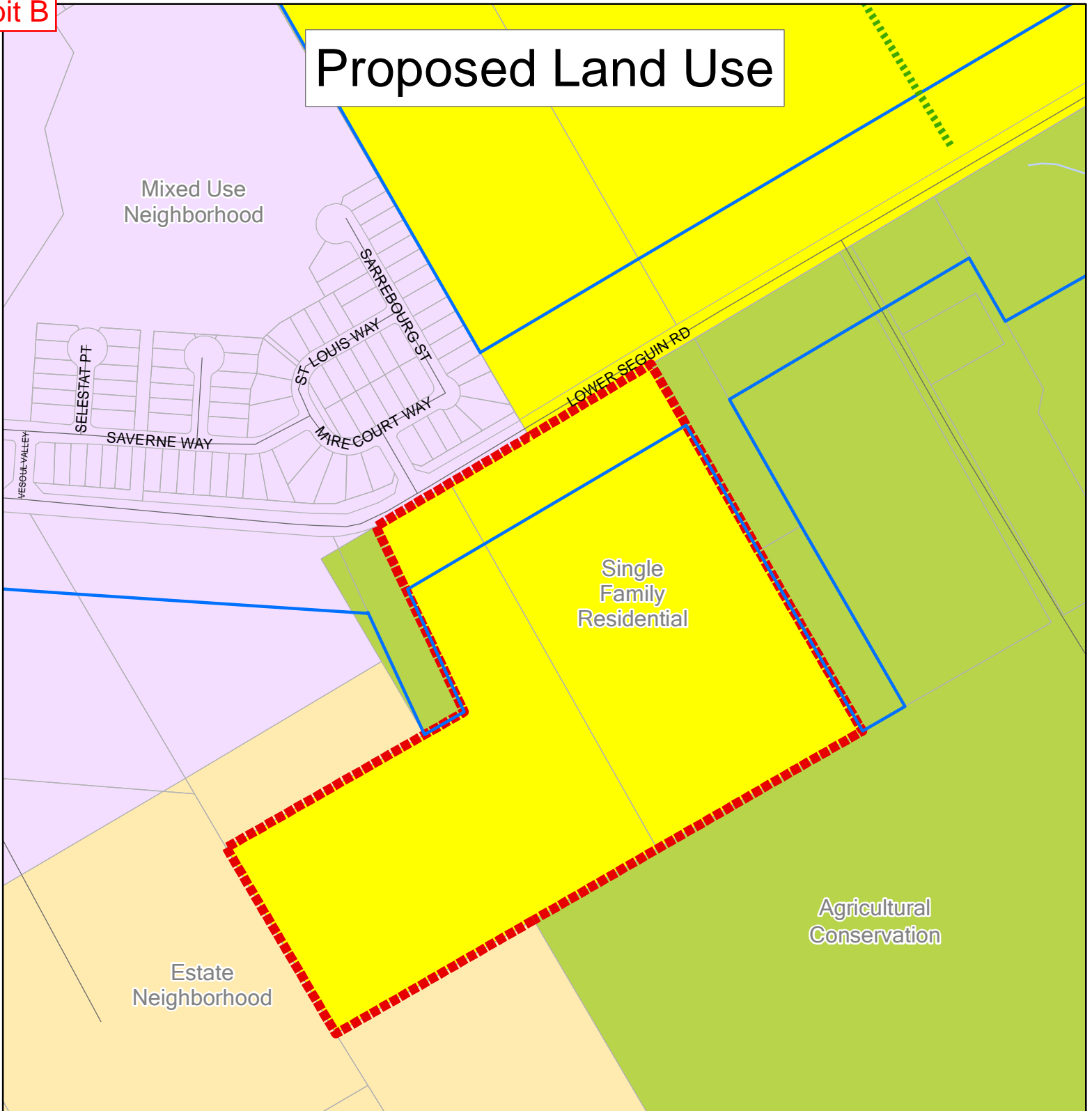
A drawing of even job number and date was also prepared.



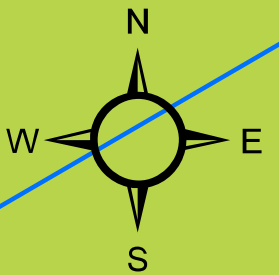
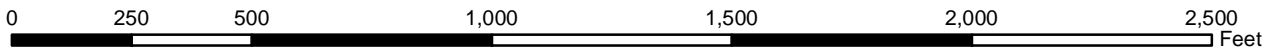
Current Land Use



Proposed Land Use



| | | | | |
|-------------------------------|-----------------------------|------------------------------|--------------------------|---------------------------|
| Rural Frontage | Land Use Description | Commercial Campus | Main Street Commercial | Parks, Open Space |
| Sector Boundary | Agricultural Conservation | Estate Neighborhood | Manufactured Housing | Single Family Residential |
| Extraterritorial Jurisdiction | Air Installation Compatible | Highway Commercial | Mixed Use Core | TND/TOD |
| | Air Installation Impact | Industrial | Mixed Use Neighborhood | Transition |
| | Civic, Schools | Industry, Technology and R&D | Multi-Family Residential | |





W
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SCHIERTZ

COMMUNITY • SERVICE • OPPORTUNITY

FLUITT TRACTS

| | | | | | | | | | | |
|--------------------|---------------|----------------|---------------|------------|-----|-----|------------------|---------------------|-------------------|----------------------------|
| <all other values> | 60' Expansion | 86' Extension | 120' Proposed | 1", 1 1/2" | 8" | 20" | Unknown | Schertz Gravity | Hydrant | 200' Buffer |
| Highways | 60' Proposed | 86' Proposed | Abandoned | 2", 2 1/2" | 10" | 24" | Neighboring Main | Schertz Pressure | Manholes | Schertz Municipal Boundary |
| Major Roads | 60' Extension | 120' Expansion | Future TxDOT | 3" | 12" | 30" | Private Main | Neighboring Gravity | County Boundaries | County Boundaries |
| Minor Roads | 86' Expansion | 120' Extension | Highway | 4" | 16" | 36" | Private Pressure | Private Pressure | 0 | 150 |
| Other Cities | | | | 6" | 18" | | | | 300 | 600 |

1 Inch = 300 Feet

0 150 300 600 900 1,200 Feet

August 26,2020



Planning & Community Development Department
Attn.: Lesa Wood, Director Planning &
Community Development Department
City of Schertz 1400 Schertz Parkway
Schertz, Texas 78154

Re: Fluit Tract Comprehensive Plan
Amendment Request Letter

Dear Ms. Wood:

In connection with the proposed rezoning and development of the Fluit Tracts, we are requesting that the City's Future Land Use Plan be amended. The subject property is +/- 39.98-Acres and is located at 12610 Lower Sequin Road (See Exhibit "1").

The City of Schertz Sector Plan lists the current Land Use for the Subject Property as a mix of 'Estate Neighborhood' and 'Agricultural Conservation' land use designations. We are requesting that these land uses be amended to 'Single-Family Residential' (See Exhibit "2"). Additionally, the owners of the Subject Property will be submitting annexation and zoning requests pursuant to their existing Development Agreements with the City.

The proposed rezoning for the Subject Property will be to the 'Planned Development District'. That application will be filed within the next two weeks. The proposed Planned Development District will match the Master Plan for the Fluit Tract Subdivision and will be submitted at a later time following approval of the Sector Plan revision.

The existing 'Estate Neighborhood' and 'Agricultural Conservation' land use designations for the Subject Property may have been appropriate in 2013, but seven years later they are not what is appropriate under today's market and citizen/end-user needs. The 'Agricultural Conservation' designation effectively prices the average Schertz citizen out of the market. Additionally, the 'Estate Neighborhood' designation cannot be considered optimal given the surrounding existing and proposed residential developments in the area.

The nearby large single-family residential developments, both existing (Rhine Valley and Sedona Hills) and proposed (Saddlebrook Ranch), in this area have produced the necessary infrastructure to support larger density developments. Therefore, making the 'Agricultural Conservation' and 'Estate Neighborhood' land use designations obsolete.

We believe that this amendment request for the Subject Property is appropriate, and ask for your support in amending the Future Land Use Plan in this regard.

I appreciate your consideration of our proposed plan amendment. Please do not hesitate to contact me regarding any questions about the request.

Sincerely,

Moy Tarin Ramirez Engineers, LLC.



Paul Landa, P.E., CFM
Vice President



Enclosures: As Stated

EXHIBIT 1: LOCATION MAP

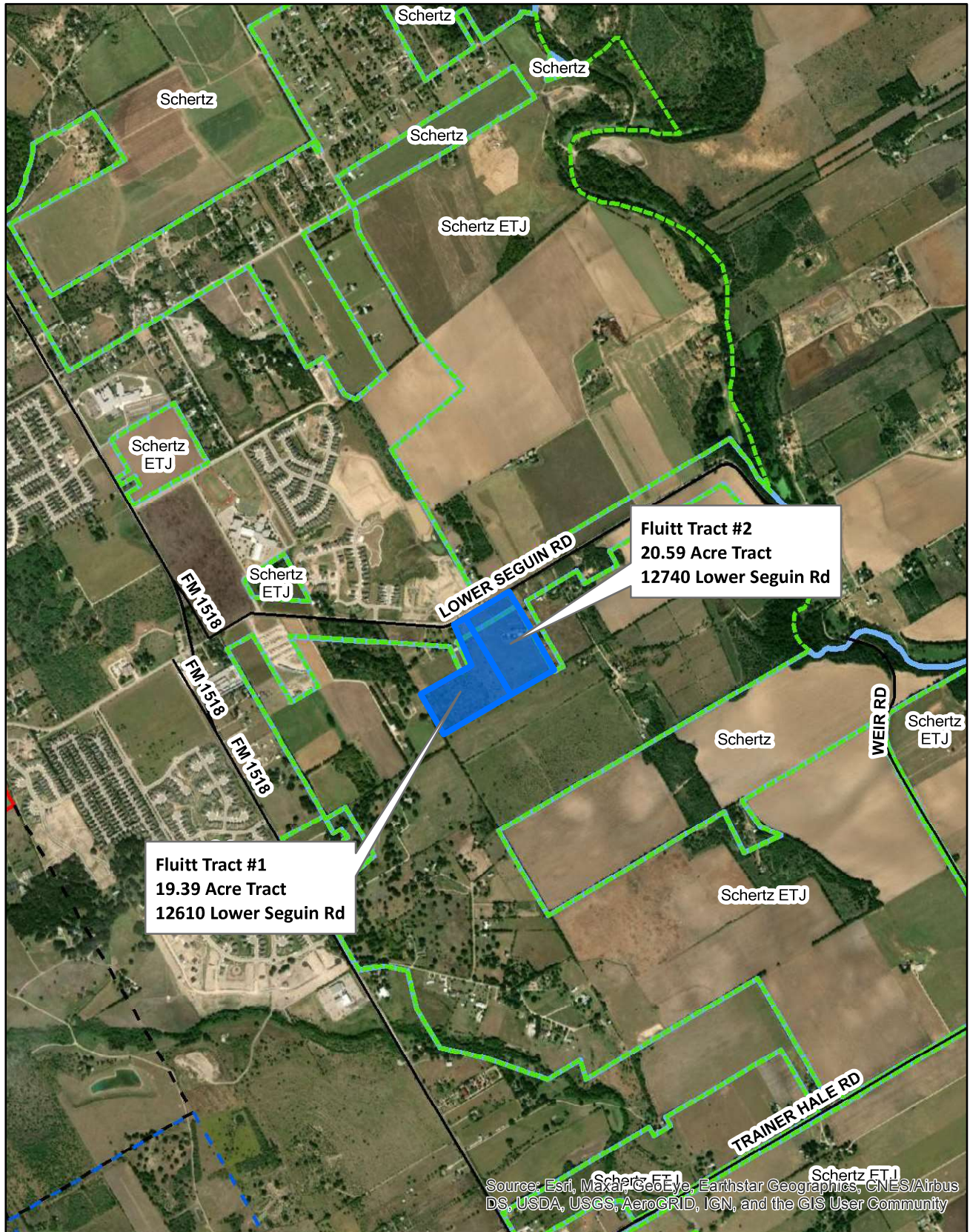
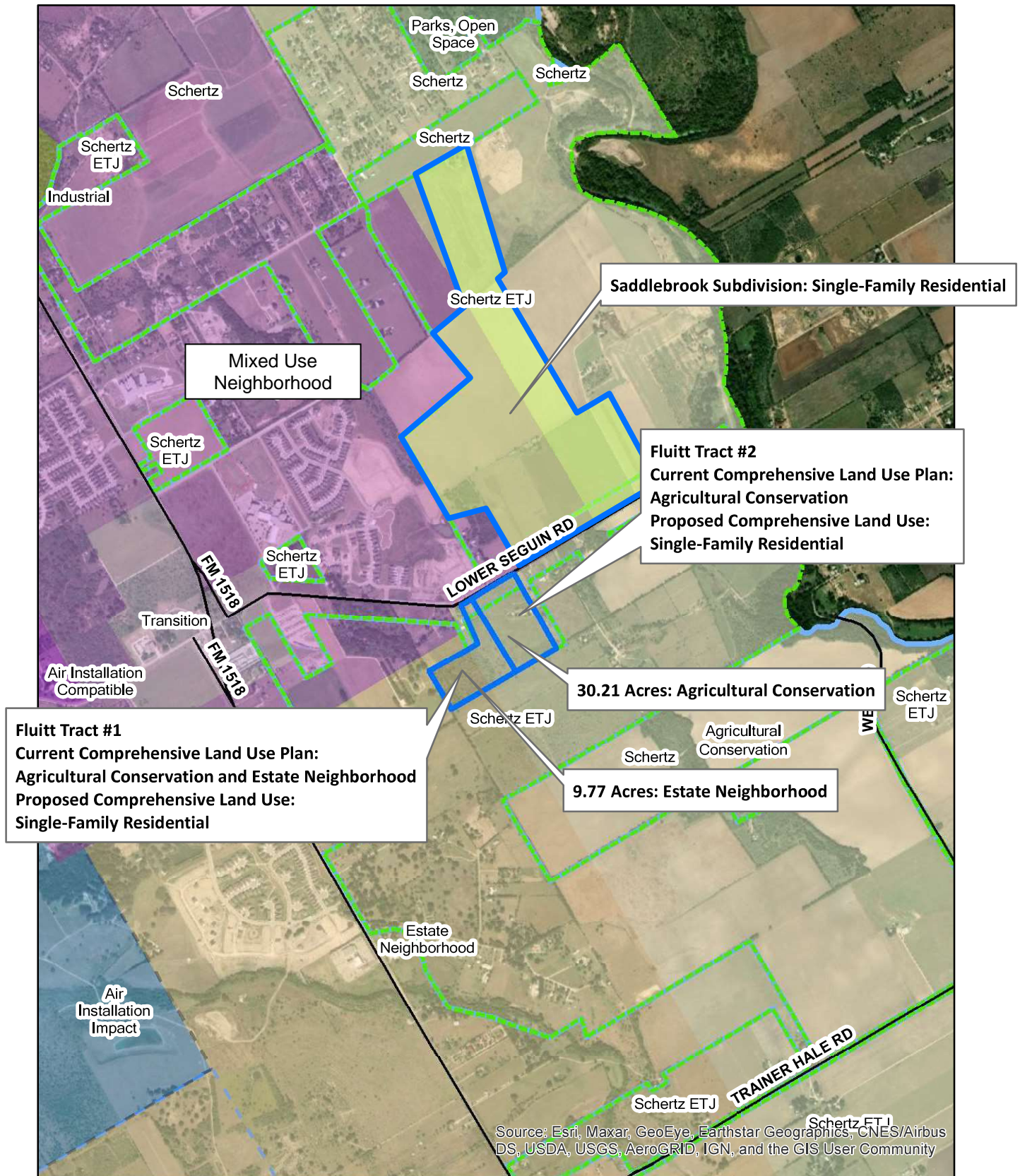


EXHIBIT 2: EXISTING COMPREHENSIVE PLAN



Schertz

Schertz ETJ

Industrial

Parks, Open Space

Schertz

Schertz

Schertz

Schertz ETJ

Mixed Use Neighborhood

Schertz ETJ

Schertz ETJ

FM 1518

Transition

Air Installation Compatible

Fluitt Tract #1
Land Use: Single-Family Residential

Schertz ETJ

LOWER SEGUIN RD

Fluitt Tract #2
Land Use: Single-Family Residential

Schertz

Agricultural Conservation

WEIR RD

Schertz ETJ

Schertz

Estate Neighborhood

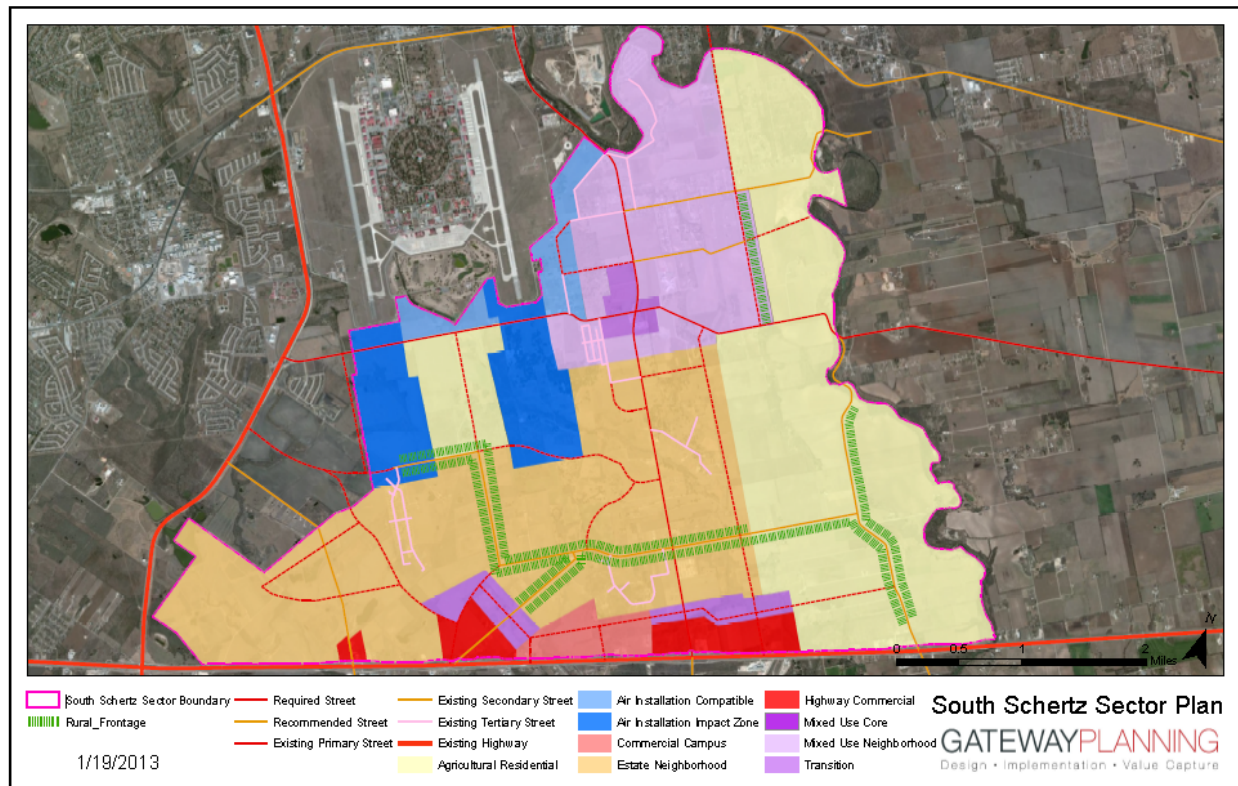
Air Installation Impact

TRAINER HALE RD

Schertz ETJ

Schertz ETJ

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



South Schertz Framework Map showing Land Use/Character Areas and Future Transportation Network

10.1 South Schertz Land-Use and Character Areas

Based on the market assessment, design workshop, stakeholder and staff input, the following land use/character area descriptions were developed. In addition these descriptions form the basis for the proposed amendments to the Unified Development Code included in Appendix 3 of this document.

A. **Agricultural Residential**

This land use/character area is intended to preserve much of South Schertz in a rural/agricultural state. This area is less attractive for more intense uses due to its distance from the Interstate and limited street connectivity. Some of the character-defining elements recommended are:

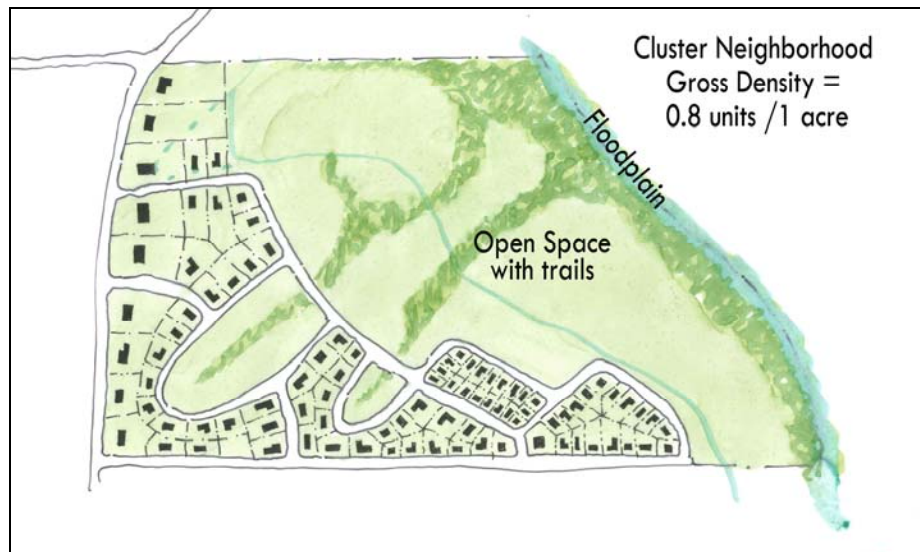
- Use Mix: Mainly large-lot (5 acre min lot size) residential and agricultural with some AG related commercial uses to be permitted (landscaping business, metal workshop, farmers market, convenience store, etc., with appropriate design and transition standards)
- Alternative Development option: Provide incentives for development of conservation subdivisions within this land use/character area due to potential for lower infrastructure (streets and utilities) costs and

greater preservation of open space associated with clustered development with the following recommended standards:

- Minimum assembled acreage required to apply for conservation subdivision zoning (over 30 acres)
- Maintain gross density of 0.2 DU/Ac; but allow varying lot sizes (no lot size minimum)
- Minimum open space (public or private) or conservation easement required (70% minimum)
- Open space to be in a natural state or may be used for agricultural uses
- Preserve rural frontages along Trainer Hale/ Ware Seguin and Weir Roads with deeper setbacks, trails, and low fence design standards



Images showing desirable development character within the Agricultural Conservation Land Use/Character areas



Possible development outcome using a Conservation Subdivision approach in the Agricultural Conservation Land Use/Character area

B. *Commercial Campus*

The Campus Commercial land use/character area is intended to encourage the development of lower intensity commercial and office uses in the locations between major intersections as a buffer between the Interstate Highway and adjoining neighborhoods. Given the significant linear frontage along IH-10 in South Schertz, there are several opportunities to accommodate low impact campus development that takes advantage of the highway frontage and any major environmental assets (such as creeks, flood plains, steep grades, and significant tree cover) as an aesthetic amenity on the site. This category could also accommodate light manufacturing or flex office uses set in a campus like environment in addition to multi-family residential located at mid-block locations and as transitions between office/light industrial uses and adjoining single-family residential uses. Some of the character-defining elements recommended are:

- Land Use Mix: Mostly office, research, flex-office, and supporting uses, light industrial and assembly uses, educational and other institutional uses. This category may include some multi-family uses at mid-block locations and as a buffer between the highway and single-family neighborhoods only. Generally, multi-family should only be considered in locations that may not be ideally suited for retail, office, or light industrial uses such as mid-block locations, behind major commercial uses, and on sites with environmental constraints. In addition, multi-family uses should be incorporated and/or phased in with other retail and office uses.
- Building Scale/Height: May vary from low rise to taller office buildings with scale transitions to adjoining development
- Create an overlay district with standards to implement the campus commercial design elements:
 - Building articulation – Some building articulation required; simple building and roof forms
 - Materials: Allow a range of building materials including but not limited to articulated tilt wall, masonry, stucco, synthetic stone, concrete panels, concrete block, cinder block, metal and tile.
 - Building Orientation:
 - Buildings shall be set in a campus environment with landscaping and natural features
 - Pedestrian linkages and trails to be provided
 - Development to be auto oriented along highway and service street frontages and pedestrian oriented along other internal connector streets (hybrid)

- Emphasis on key linkage streets for more pedestrian oriented development
- Transitions to adjoining uses:
 - Smaller scale garden office and multi-family as transitions to single-family
 - Buffer/screen loading, unloading and service areas
- Civic/Open Space:
 - More natural and unstructured spaces
 - Generally private yards (areas within front, side, and rear setbacks, courtyards, etc.)
- Landscaping:
 - Soften highway frontage with landscaping and screening of surface parking
 - Combination of private and public landscaping
 - Low impact infrastructure for storm water and water quality such as bio swales, rain gardens, pervious pavers, etc.
- Signage: Unified wayfinding program with a palette of monument and building signs



Images showing desirable development character within the Campus Commercial Land Use/Character areas

C. Estate Neighborhood

The Estate Neighborhood Land Use/Character area designation is intended to address residential development patterns within the RA (Residential Agriculture) zoned property within South Schertz. A significant amount of the RA zoned properties within South Schertz are already developed with subdivisions with min. ½ acre lots. Some of these existing neighborhoods areas have a unique and desirable development quality with large wooded lots and streets. The goal within this Land Use/Character area is to incentivize an alternative development outcome with more flexibility in lot size while requiring quality open space and neighborhood design.

- Base Zoning and Land Use: RA (1/2 acre min lot size) with single-family residential uses only

- Alternative Development option: Estate Neighborhood to encourage cluster neighborhood with the same overall gross density with more open space and neighborhood design standards due to potential for lower infrastructure (streets and utilities) costs and greater preservation of open space associated with clustered development. The following are some recommended elements within this alternative incentive zoning district:
 - Minimum assembled acreage to apply for alternative Estate Neighborhood Zoning
 - Maintain gross density of 2 DU/Ac
 - Range of single-family detached residential uses (lot sizes vary; no minimum lot size)
 - Minimum 50% open space (public or private) requirement (with design and location criteria for open space -- to be located along rural frontage roads and along creeks/drainage ways or with agricultural/conservation easements)
 - Design criteria for neighborhood streets and residential buildings based on the specific context of the neighborhood



Images showing desirable development character within the Estate Neighborhood Land Use/Character areas

D. Highway Commercial

This land use/character area designation is intended for regional scale retail and commercial uses that can take advantage of the highway frontage. This land use/character area is located at major highway intersections to maximize access to the region and adjoining neighborhoods. Some of the character-defining elements recommended are:

- Land Use Mix: Mostly large format retail with restaurants and entertainment uses or mid-rise office buildings; may include lodging and related uses.
- Building Scale: generally low rise with some taller office buildings.

- Design Elements:
 - Building Articulation:
 - Focus on minimizing the impact of a 'big box' look by articulating the building mass horizontally and vertically
 - Horizontal and vertical articulation to break up the building mass
 - Building Materials:
 - Allow a range of building materials; primarily masonry (brick, stone, stucco, synthetic stone) for retail/restaurant and masonry, glass, and more flexible materials for office buildings (including, but not limited to masonry, curtain glass, glass block, concrete panels, concrete blocks, architectural metal, tile, etc.).
- Soften highway frontage with landscaping
- Signage: Larger highway facing monument signs; smaller building signs along other streets; limit new billboard signs



Images showing desirable development character within the Highway Commercial Land Use/Character areas

E. Mixed Use Neighborhood Center

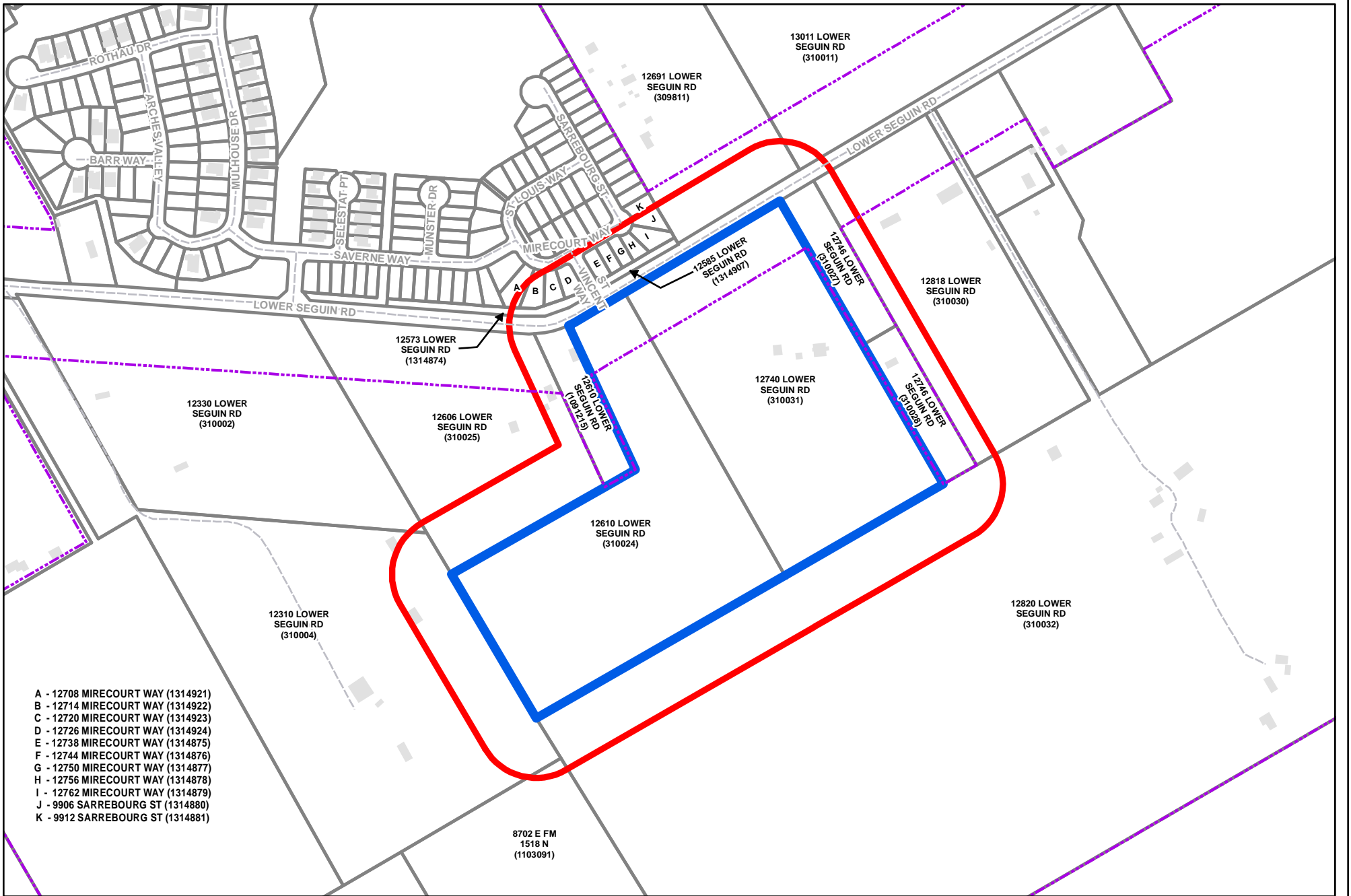
This land use/character area designation is intended to accommodate a higher intensity, walkable, mixed use neighborhood center at the intersection of FM 1518 and Lower Seguin Road. Such a mixed use node would anchor adjoining residential neighborhoods in addition to providing much needed neighborhood commercial services. Some of the character-defining elements recommended are:

- Land Use: Mix of retail, restaurant, office, civic, and multi-family residential uses
- Generally low to medium scale buildings
- Create a PD type mixed use zoning district with the following elements:
 - Require a phased conceptual plan framework over multiple properties (minimum of 10 acres) based on a market-driven assessment

- Establish a set of key performance criteria for the core Mixed Use area and transitions including integration with residential neighborhoods and regional roadways.
- Minimum performance standards for key elements to ensure walkable mixed use including:
 - Building Articulation: Building base is articulated at a pedestrian rhythm/scale (20' to 30' bay/demarcation width). Ground floors designed with a high quality pedestrian realm with active uses at key locations
 - Building Materials:
 - Higher standards for building materials apply only to pedestrian-oriented streets
 - Materials to be masonry or comparable high quality materials of primary facades of buildings
 - Building Orientation:
 - Buildings built to the edge of the sidewalk establishing a strong street wall along internal streets with any parking lots screened along FM 1518 and Lower Seguin Road
 - Ground floors of buildings along internal streets to be of higher quality design
 - Civic spaces: plazas, paseos, and squares
 - Landscaping: mostly in the public realm (street trees) and in civic spaces; buffering of surface parking along FM 1518 and Lower Seguin Road.
 - Signage: establish a palette of more pedestrian-oriented signs
- Street and Block Standards:
 - Urban block standards – generally block face dimensions not to exceed 400' (see table on page 50 based on the ITE Manual for Context Sensitive Urban Thoroughfares)
 - Street network should be based on the required and recommended streets on the framework plan and city's Thoroughfare Plan



Images showing desirable development character within the Mixed Use Land Use/Character areas



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City of Schertz

FLUIT TRACTS

Schertz Municipal Boundary 200' Notification Buffer
 Parcel Boundaries



Last Update: September 22, 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 product(s) described herein at any time."

NOTICE OF PUBLIC HEARING

October 1, 2020

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, October 14, 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:

ZC2020-009 – A request to amend the Comprehensive Land Use Plan by changing approximately 40 acres of the Future Land Use Map from the Estate Neighborhood and Agricultural Conservation land use designations to the Single-Family Residential land use designation, generally located approximately 4,000 feet east of the intersection between FM 1518 and Lower Seguin Road, also known as Bexar County Property Identification Numbers 310024 and 310031, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *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
Planner

Reply Form

I am: in favor of ☒ opposed to ☐ neutral to ☐ the request for **ZC2020-009**

COMMENTS: _____

NAME: STEVE THURLOW
(PLEASE PRINT)SIGNATURE STREET ADDRESS: 8702 E. FM 1518DATE: 10-8-20

NOTICE OF PUBLIC HEARING

October 1, 2020

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Sincerely,

Nick Kopyay

Nick Kopyay
Planner

Reply Form

I am: in favor of ☒ opposed to ☐ neutral to ☐ the request for **ZC2020-009**

COMMENTS: Very much in favor of development in South Schertz

NAME: Alfred L. Fluit SIGNATURE Alfred L. Fluit
(PLEASE PRINT)

STREET ADDRESS: 528 Appaloosa Run, Round Mountain, Tx
DATE: 10-3-20 78663

NOTICE OF PUBLIC HEARING

October 1, 2020

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Sincerely,

Nick Kopyay

Nick Kopyay
Planner

Reply Form

I am: in favor of ☒ opposed to ☐ neutral to ☐ the request for **ZC2020-009**

COMMENTS: _____

NAME: _____

Cindy & Donnie E Fisher
(PLEASE PRINT)

SIGNATURE

Cindy Fisher Donnie Fisher

STREET ADDRESS: _____

13011 Lower Seguin Road

DATE: _____

10-13-2020

NOTICE OF PUBLIC HEARING

October 1, 2020

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, October 14, 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:

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Sincerely,

Nick Kopyay

Nick Kopyay
Planner

Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for ZC2020-009

COMMENTS: We have enough subdivisions in the area. Need to leave green space + area for wild life

NAME: GARY FAIRLEY SIGNATURE Gary Fairley
(PLEASE PRINT)

STREET ADDRESS: 12310 LOWER Seguin RD Schertz, TX

DATE: 10-16-20

CITY COUNCIL MEMORANDUM

City Council Meeting: November 10, 2020

Department: Planning & Community Development

Subject: Ordinance No. 20-K-35 - Conduct a public hearing and consider and act upon an ordinance requesting to close and abandon to the abutting property owners a portion of Urban Lane Right-of-Way between Live Oak Hills Subdivision Lot 1, Block 55 (Guadalupe County Property ID: 32206) and Live Oak Hills Subdivision Lot 18, Block 54 (Guadalupe County Property ID: 32205); and establishing an effective date hereof. *First Reading* (B.James/L. Wood/E. Delgado)

BACKGROUND

The Live Oak Hills Subdivision is a legally platted subdivision that was filed in 1963, prior to the property being annexed by the City of Schertz in 1984. When the subdivision was platted, while in Guadalupe County, the public infrastructure improvements (streets, water and sewer) were not installed to serve the lots. This is commonly referred to as a "paper subdivision." Freeway Manor is also a "paper subdivision."

The owner of Lot 1, Block 55 and Lot 1, Block 18 of the Live Oak Hills Subdivision has requested that the Urban Lane right-of-way between their two lots be abandoned by the City of Schertz. Currently, the property owner resides at 3625 Diamond Falls within the Carolina Crossing Subdivision. This property abuts the lots in question and the section of right-of-way proposed to be abandoned. The requesting property owner, would like to utilize Lot 1, Block 55 and Lot 1, Block 18 along with the abandoned right-of-way as one large area that connects to their existing residential backyard.

After being approached by the owner about the requesting the abandonment to increase their backyard, staff researched the situation and provided the property owner with several options in order to achieve the outcome of having a larger backyard for his family. These options included 1) the proposed right-of-way abandonment via ordinance with a requirement to replat the abandoned right-of with the Live Oak Hills Lots, 2) the proposed right-of-way abandonment via ordinance with a requirement to vacate the Live Oak Hills properties and replat with their Carolina Crossing property and a new to Schertz concept of a License Agreement that would be approved / denied by the City Council (no abandonment).

After discussing the pros and cons of each option the property owner/requestor ultimately decided to request that the City of Schertz abandon the portion of Urban Lane right-of-way that is in between their lots within the Live Oak Hills Subdivision via an abandonment ordinance without having to replat the right-of-way.

A public hearing notice was published in the San Antonio Express News on October 21, 2020. Additionally, twenty public hearing notice mailers were sent on October 14, 2020 to the property owners within 200 feet of the property requested to be abandoned. At this time staff has received no responses in favor or opposed to this request.

GOAL

The property owner of Live Oak Hills Subdivision Lot 1, Block 55 (Guadalupe County Property ID: 32206) and Live Oak Hills Subdivision Lot 18, Block 54 (Guadalupe County Property ID: 32205) has requested that the unused section of Urban Lane right-of-way between Lot 1 and Lot 18 be released by the City in order for them to utilize this section as a part of their backyard.

The City has the goal of trying to increase the benefit of the property to the owners while not creating negative consequences of current and future owners of property and the City.

COMMUNITY BENEFIT

The abandonment and release of the ROW segment to the property owner will enable the property owner to add additional land to their lot that is currently undeveloped right-of-way.

SUMMARY OF RECOMMENDED ACTION

The primary objection staff has in abandoning the right-of-way and not requiring a replat is that the owner can sell the abandoned right-of-way separately from the adjacent lots in Live Oak Hills. While staff does not doubt the owner's intent to not do this- rather they would sell all of the adjacent properties they own, including the lot in Carolina Crossing, there is not a requirement that this occur. That applies to future owners as well. The only way to ensure the lots in Live Oak Hills be sold together is to require they be replatted.

The difficulty in requiring a replat of the abandoned right-of-way into one or both of the Live Oak Hills lots, is this triggers the requirement to construct public improvements - street, water and sewer. This would likely be cost prohibitive. The owner could request a waiver to not install those as part of the replat, which is considered by the Planning and Zoning Commission. Staff would not support that waiver request. The City has significant issues with the existing "paper subdivisions" not having infrastructure - people buying those lots assuming they can be developed, when without the extension of public improvements, that cannot occur. While we have to deal with these situations that occurred prior to annexation into the City, staff cannot support adding to that problem or perpetuating it. If we were to approve this without a replat, how do we respond to future requests? Also, how does it alter the City's response to owners of property in these subdivisions that these situations were created before the properties were under the control of the City.

The requirement to vacate the portion of the Live Oaks Hills plat owned by the property owner Lot 1, Block 55 and Lot 1, Block 18 and replat that area, along with the abandoned right-of-way with the lot in Carolina Crossing would avoid the problems of not constructing the public improvements as access via an improved road and water and sewer would be via the Carolina Crossing Subdivision. The problem with this option is that per State Law, in order to vacate a portion of a plat, all of the owners of property within that plat, the Live Oak Hills Subdivision, must sign off on that action - this is something that is highly unlikely to be obtained by the owner. Thus, this option is not very viable.

Staff is very supportive of a license agreement. With a license agreement, the City essentially leases this area of right-of-way to the property owner, so they can use it as a backyard. By retaining ownership, the City can end the license agreement if it needs to. Staff feels this could be a model for dealing with similar situations in Live Oak Hills and with some ordinance amendments some other challenges - limitation on fence heights allowing accessory structures, for example could be overcome. Staff will likely pursue developing a process to do this regardless of this particular situation.

FISCAL IMPACT

The requestor would be required to pay the appraised value for the property as the City cannot make a gift of public property. The property owner has provided an appraisal indicating the property to be abandoned is worth \$3,600. Normally the City would contract for the appraisal, but we could accept this appraisal.

RECOMMENDATION

Staff recommends denial of Ordinance No. 20-K-35 which does not require a replat as part of the vacation approval given the reasons outlined in the staff report. The ordinance attached is consistent with the applicants request to vacate the portion of right-of-way and not require a replat in case Council. Staff is still supportive of license agreement with the property owner.

Attachments

Ordinance 20 K 35

Public Hearing Notice Map

Public Hearing Notice Letter

ORDINANCE NO. 20-K-35

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, CLOSING AND ABANDONING TO THE ABUTTING PROPERTY OWNERS A PORTION OF URBAN LANE RIGHT-OF-WAY BETWEEN LIVE OAK HILLS SUBDIVISION LOT 1, BLOCK 55 AND LIVE OAK HILLS SUBDIVISION LOT 18, BLOCK 54; AND ESTABLISHING AN EFFECTIVE DATE HEREOF

WHEREAS, the City of Schertz, Texas, a home rule municipality, has established a public right-of-way between Live Oak Hills Subdivision Lot 1, Block 55 (Guadalupe County Property ID: 32206) and Live Oak Hills Subdivision Lot 18, Block 54 (Guadalupe County Property ID: 32205) described in the Exhibit A attached herein (herein after, the “Subject Area”); and

WHEREAS, The Subject Area is located entirely within the Live Oak Hills Subdivision and is between Lot 1, Block 55 and Lot 18, Block 55; and

WHEREAS, as a result of the Live Oak Hills Subdivision being platted prior to being annexed into the City of Schertz the construction of Urban Lane did not occur; and

WHEREAS, the Subject Area is abutted to the north by platted right of way, and to the south by platted property as part of the Carolina Crossing Subdivision; and

WHEREAS, pursuant to Section 311.007 of the Texas Transportation Code, a home-rule municipality may vacate, abandon, or close a street or alley; and

WHEREAS, no detriment or hazard to the City of Schertz or its citizens has been found; and

WHEREAS, on November 10, 2020, a Public Hearing was held to allow members of the public to give testimony, and comment, on the merits of the Subject Area abandonment.

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

Section 1. That the recitals contain in the preamble hereto 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 judgement and findings of the Council.

Section 2. That the City Council finds that such closure and abandonment as requested will cause no harm or injury to the City of Schertz or its citizens, said portion of right of way is not needed for public purpose and it is in the public interest to abandon said portion of right of way.

Section 3. That the Subject Area as depicted on Exhibit “A”, is hereby closed, abandoned and vacated insofar as the right, title or easement of the public is concerned and shall only extend to the public right, title and easement that the City may legally and lawfully abandon, subject to the conditions of Section 4.

Section 4. That the Subject Area is abandoned to the abutting owners, as authorized by Section 311.007 of the Texas Transportation Code and Section 272.001 (b)(2) of the Texas Local Government Code, conditioned upon the abutting property owners payment based on the appraised value of the property.

Section 5. 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 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 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, as amended, Texas Government Code.

Section 9. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

Section 10. 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 10th day of November, 2020.

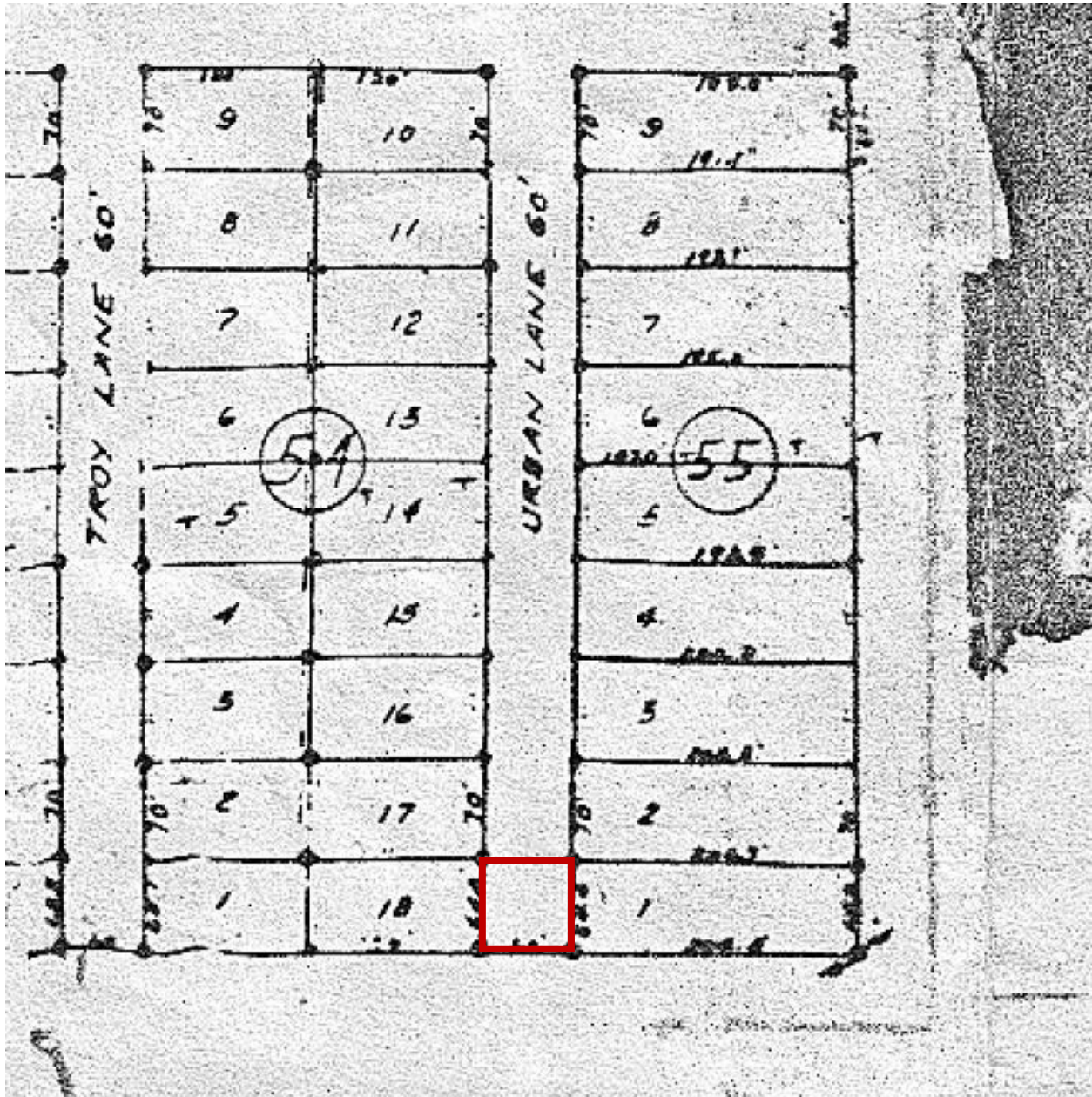
PASSED, APPROVED AND ADOPTED on final reading the 1st day of December, 2020.

Ralph Gutierrez, Mayor

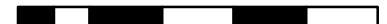
ATTEST:

Brenda Dennis, City Secretary
(SEAL OF THE CITY)

Exhibit "A"
Subject Property



☐ Area to be abandoned via Ordinance No. 20-K-35



NOTICE OF PUBLIC HEARING

October 14, 2020

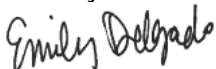
Dear Property Owner,

The Schertz City Council will conduct a public hearing on Tuesday November 10, 2020 at 6:00 p.m. located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and act upon on the following item:

Ord. No. 20-K-35 A request to close and abandon to the abutting property owners a portion of Urban Lane Right-of-Way between Live Oak Hills Subdivision Lot 1, Block 55 (Guadalupe County Property ID: 32206) and Live Oak Hills Subdivision Lot 18, Block 54 (Guadalupe County Property ID: 32205); and establishing an effective date hereof.

The City Council 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 public hearing date by mail or personal delivery to Emily Delgado, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, by fax (210) 619-1789, or by e-mail edelgado@schertz.com. If you have any questions please feel free to call Emily Delgado, Planner directly at (210) 619-1784.

Sincerely,



Emily Delgado
Senior Planner

Reply Form

I am: in favor of ☐ opposed to ☐ neutral to ☐ the request for Ord. No. 20-K-35

COMMENTS: _____

NAME: _____ SIGNATURE _____
(PLEASE PRINT)

STREET ADDRESS: _____

DATE: _____

CITY COUNCIL MEMORANDUM

City Council Meeting: November 10, 2020
Department: City Secretary
Subject: 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)

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.

Attachments

Revised 20-H-18

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 23rd DAY
OF JUNE 2020.**

CITY OF SCHERTZ, TEXAS

By: _____

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: November 10, 2020

Department: Human Resources

Subject: Staff Compression - Update on Staff Compression Issue. (C. Kelm/J. Kurz)

BACKGROUND

Council directed staff during the August 2020 pre-budget retreat to review the compensation compression that exists within the City. Due to wide & overlapping pay ranges; in conjunction with the City's current merit program and a commitment in the recent Class & Comp study to maintain employee depth penetration in their respective pay range, the City continues to have compression issues between and within the Public Safety ranks. This is evidenced when employees (generally, long-term or high-performing) are making more than their supervisors. Problematic morale issues, employee dissatisfaction, low levels of engagement, and a lack of desire to promote are concerns created by compression issues.

A cross departmental team was assembled with representatives from Police, Fire, EMS, and non-Public Safety employees to review the issue, causes of the issue, and to determine potential courses of action to resolve or mitigate compression issues. This team has met weekly beginning in August focusing on the Council's charge, in understanding the compression issue within Public Safety, as it does not occur with two individual exceptions in Non-Public Safety personnel. Following the problem definition, the committee delved deeper into framing the issue appropriately with compensation policy and practice while identifying contributing factors to the compression issues (e.g. tenure of employee; pay band width; overlap of pay bands; depth of penetration; etc.) by individual employee. With a comprehensive grasp of the issue, the team has moved in to identifying potential solutions, all while trying to balance meaningful and effective change with budgetary constraints.

The purpose of this workshop is to share preliminary findings, provide potential solutions to effectively address the compression issue and seek guidance from Council on the next steps.

CITY COUNCIL MEMORANDUM

City Council Meeting: November 10, 2020

Department: Engineering

Subject: Monthly update - on major projects in progress/CIP. (B. James/K. Woodlee)

Attachments

November 2020 Major Project Update

CITY COUNCIL MEMORANDUM

| | |
|------------------------------|---|
| City Council Meeting: | November 10, 2020 |
| Department: | City Manager |
| Subject: | Update on Major Projects in Progress |

Background

This is the monthly update on large capital projects that are in progress or in the planning process. This update is being provided so Council will be up to date on the progress of these large projects. If Council desires more information on any project or on projects not on this list, please reach out to staff and that information will be provided.

Facilities Projects:

1. 27 Commercial Place Renovation:

- Project Status: Design Phase
- Estimated Construction Start: Fall 2020
- Estimated Cost of Construction: \$1.65 million
- Project Update: City Staff continues to work with F.A. Nunnelly and Sledge Engineering on the design phase via weekly Zoom design meetings. Geotechnical onsite investigation was completed on August 3rd. Survey of the property was completed on August 3rd and survey documents were received on August 11th. 50% design was provided November 2nd.

2. Civic Center Kitchen Remodel

- Project Status: Construction Phase
- Estimated Construction Start: October 2020
- Estimated Completion: February 2021
- Estimated Project Cost: \$168,000
- Project Update: Phase 1 has begun and City Staff are coordinating construction around Civic Center reservations.

3. Police Department Restroom Remodel

- Project Status: Construction Phase
- Estimated Construction Start: November 2020
- Estimated Completion: December 2020
- Project Update: This remodel is Phase 2 of the Emergency Services Restroom Remodel Project and is underway.

4. Remodel Building 11 on Commercial Place

- Project Status: Construction Phase
- Estimated Start: Summer 2020
- Estimated Completion: November 2020
- Project Update: Inspection for Certificate of Occupancy conducted October 2020; Temporary Certificate of Occupancy issued November 2020. City staff is waiting on final report to make any corrections.
- Engineering Department relocating to office space portion of building November 2020.

Streets Projects:

1. Westchester Sidewalk Phase II (Valley Forge to Gettysburg Drive)

- Project Status: Construction Phase
- Estimated Start: October 2020
- Estimated Completion: November 2020
- Cost of Construction: \$49,492.00
- Project Update: C-3 Environmental has completed most of the sidewalk and ADA ramps. GVEC is in the process of moving some utility poles and C-3 Environmental will finish pouring the remaining sidewalk and ADA ramps once the poles are moved from the path of the sidewalk.

2. Curtiss Avenue Sidewalk

- Project Status: Construction Phase
- Estimated Start: October 2020
- Estimated Completion: January 2021
- Cost of Construction: \$314,289.00
- Project Update: The water meters have been relocated and C-3 Environmental has begun pouring concrete; coordination continues with GVEC to move poles out of the path of the sidewalk.

Drainage Projects:

1. Castle Hills Channel, Colony Drive Channel, Osage Avenue Channel

- Project Status: Under Construction
- Estimated Start: November 2020
- Estimated Completion: Spring 2020
- Cost of Construction: \$378,425.15 (NTE \$416,267.68)
- Project Update: C-3 Environmental plans to begin these projects in early November. Since contract award C-3 has provided all project submittals and begun procuring materials for the project. The contract duration is 120 days from Notice to Proceed.

2. Savannah Pond, Westchester Channel, Arroyo Verde

- Project Status: Design Phase
- Consultant: Ford Engineering
- Estimated Construction Start: Spring 2020

- Project Update: Design is 90% complete on the project. City Staff is reviewing the plans and will provide comments to the design consultant. The project is expected to be advertised for bid in early 2020.

3. Fire Station #2 Channel Improvements

- Project Status: Design Phase
- Consultant: Ford Engineering
- Estimated Construction Start: Early 2020
- Project Update: Design is 90% complete on the project. City Staff is reviewing the plans and will provide comments to the design consultant. The project is expected to be advertised for bid in November or December with contract award following in early 2020.

Water Projects:

1. FM 1103 Utility Relocation Project Phase I:

- Project Status: Closeout Phase
- Construction Start: August 2019
- Construction Completion: Fall 2020
- Cost of Construction: \$964,424.12
- Project Update: The contractor has completed the punch list items. City Staff is working on verifying those items are complete in order to finalize the project.

1. FM 1103 Utility Relocation Project Phase II:

- Project Status: Under Construction
- Construction Start: September 2020
- Construction Completion: November 2020
- Cost of Construction: \$130,283.75 (NTE: \$143,312.00)
- Project Update: M&C Fonseca began work in the middle of September and substantially completed the work in late October. A punch list has been generated and the contract will be working to complete those items.

2. E. Live Oak Pump Additions Project:

- Project Status: Under Construction
- Construction Start: April 2020
- Construction Completion: Winter 2020
- Cost of Construction: \$1,560,000.00
- Project Update: Installation of electrical components continues. The above ground piping work is complete and the contractor is preparing to make the final two connections to the existing piping. The pump motors were delivered in October and the pumps are expected to arrive in the middle of November. The project is expected to be completed in Winter of 2020.

Engineering Projects:

1. 2018 Street Preservation and Maintenance Reconstruction Project:

- Project Status: Substantially Complete
- Construction Start: January 2020
- Construction Completion: Summer 2020
- Cost of Construction: \$1,501,199
- Project Update: All of the original contract work has been completed except for the striping on Schertz Parkway. The striping has been delayed until the concrete pavement surface can be smoothed out more. Arrangements are being made to have the pavement ground to smooth out the surface and improve the ride quality. Additional traffic control set-ups will be done for the grinding operations.



2. 2018 Street Preservation and Maintenance Rehabilitation Project:

- Project Status: Fully Complete
- Construction Start: April 2020
- Construction Completion: Summer 2020
- Cost of Construction: \$2,881,784.00
- Project Update: All of the construction and punch list items have been fully completed.

3. 2018 Street Preservation and Maintenance Resurfacing Project:

- Project Status: Under Construction

- Construction Start: March 2020
- Construction Completion: Summer 2020
- Cost of Construction: \$791,174.34
- Project Update: No change from previous update. This project is as complete as it can be at this time. The remainder of the chip seal on Live Oak Road will be completed after the curb, gutter, and sidewalk is constructed by a separate project later this year. In response to citizen complaints, the Design Engineer, LAN, is conducting an independent review of the finished chip seal. The report from LAN is expected this month and Staff will brief Council after the report has been received.

4. Cibolo Valley Drive Expansion Project:

- Project Status: Under Construction
- Construction Start: May 2020
- Construction Completion: Summer 2021
- Cost of Construction: \$4,806,762 total (\$1,300,000 City of Schertz Contribution)
- Project Update: Construction of the west side of the street has been completed. Traffic is now driving on the new pavement, while construction occurs on the east side. The remainder of the existing asphalt has been removed and most of the existing base material on the east side has been removed. Excavation work continues east side to get to the new subgrade level. Work on the remainder of the underground storm drain system is expected to continue this month. After the excavation and underground facilities are completed, base placement for the new pavement section will start.

5. Cherry Tree Rehabilitation Project:

- Project Status: Bidding complete
- Consultant: Ford Engineering
- Project Start Date: November 2020
- Project Completion Date: December 2020
- Total Project Cost: \$273,193.80 (NTE amount \$300,600)
- Project Update: Construction will begin this month. The contractor will do all the concrete work first, then focus on the street. The concrete work is expected to be complete right before Thanksgiving. The street will be expected to start after the Thanksgiving holiday weekend.

6. Elbel Road Storm Drain and Paving:

- Project Status: Design
- Consultant: Ford Engineering
- Project Start Date: August 2020
- Project Completion Date: Summer 2021
- Total Project Cost: \$1,341,000
- Project Update: Project design is complete. The contract documents are undergoing the final QA/QC check. The project will be ready for bid once construction funding has been identified.

7. 2020 Street Preservation and Maintenance (Resurfacing) Project:

- Project Status: Design
- Consultant: Kimley-Horn
- Project Update: The project design is nearing completion. As the design progressed, some street segments in the project area were identified that require significant base repairs and crack sealing efforts. Developing an appropriate repair strategy for these areas has taken more time than originally thought for completing the project design. Staff anticipates having the design complete by the end of November. Staff will provide a briefing to Council once the design is complete.

8. Corbett Elevated Water Storage Tank:

- Project Status: Under Construction
- Construction Start: March 2019
- Construction Completion: Fall 2020
- Cost of Construction: \$4,682,000.00
- Project Update: Pump start up occurred in October and the tank has been filled. The tank is currently operating on the system as designed. The contractor continues to finalize items on the site and complete punch list items.

9. Woman Hollering Creek Wastewater Interceptor Main and Lift Station:

- Project Status: Design
- Consultant: Cobb, Fendley & Associates, Inc.
- Estimated Construction Start: Winter 2021
- Estimated Cost of Construction: \$12 million
- Project Update: City Staff is reviewing final construction plans and specifications submitted by CobbFendley. Staff also continues to work on the Final Plat and Site Plan processes. The total number of easements acquired is 20 out of a total of 21. Negotiation of the final needed easement is in process. The project is expected to be advertised for bid within the next few months.

10. Pedestrian Routes and Bike Lanes Project:

- Project Status: Bidding
- Estimated Construction Start: Fall 2020
- Estimated Cost of Construction: \$1.3 million
- Project Update: Six bids were received for the project on August 27, 2020. The City's award recommendation is required to be approved by TxDOT due to the project funding. City Staff continues to work with TxDOT to move forward with award. Staff expects to bring the award recommendation to Council in December. Right of Way acquisition continues for the Live Oak Road portion of work.

11. Water and Wastewater Master Plan Update and Impact Fee Study:

- Project Status: Study
- Consultant: Lockwood, Andrews, and Newnam, Inc.
- Project Start Date: December 2019
- Project Completion Date: Spring 2021
- Total Project Cost: \$467,280 (NTE \$500,000)
- Project Update: City Staff met with Consultant in September to review water and wastewater models. Consultant working on finalizing models and beginning future land use analysis.

12. 16 Dedicated Transmission Main Phase I:

Overall project intent is the construction of a 16” dedicated water transmission main to connect the Live Oak water storage facility to the IH 35 storage tank. Phase 1 of the project includes a route study, land acquisition coordination, and preliminary design of the main.

- Project Status: Study
- Consultant: Kimley-Horn & Associates
- Project Start Date: August 2020
- Project Completion Date: Spring 2021
- Project Cost (Phase I Study): \$267,848 (NTE \$294,000)
- Project Update: Kimley-Horn has generated three alignment options and has begun coordination efforts to further analyze each option. Preliminary utility coordination meetings have been held and right of entry forms have been sent out to effected property owners in order to obtain more detailed field analysis. In early November City Staff participated in the first workshop with Kimley-Horn to review the potential alignments.

13. Stormwater Control Inventory and City Operations Assessment

The work of this project is an action included in the City’s Stormwater Management Plan (Plan). The Plan is the blueprint of activities needed to comply with the City’s Texas Commission on Environmental Quality (TCEQ) Texas Pollutant Discharge Elimination System (TPDES) General Permit required by virtue of the City’s classification as Municipal Separate Storm Sewer System (MS4).

This project specifically consists of development of an inventory of City facility stormwater controls and an assessment of city operations as related to stormwater control and quality.

- Project Status: Study
- Consultant: Utility Engineering Group, PLLC
- Project Start Date: July 2020
- Project Completion Date: Spring 2021
- Total Project Cost: \$35,000
- Project Update: City staff is reviewing consultant-provided list of City sites proposed for visits.

14. Riata Lift Station Relocation (Design Phase)

Overall project intent is to relocate the Riata Lift Station ahead of TxDOT's IH-35 NEX Project to remove it from conflict with the proposed improvements. The design phase will identify a new site for the lift station, design the new lift station, and design the abandonment of the existing lift station.

- Project Status: Design Phase
- Consultant: Utility Engineering Group, PLLC (UEG)
- Project Start Date: August 2020
- Project Completion Date: Spring 2021
- Total Project Cost: \$129,795 (NTE \$143,000)
- Project Update: UEG has completed two preliminary site layouts for the relocated lift station and Staff has reviewed the options and selected one to proceed with. UEG and Staff are working with the property owner to obtain right of entry in order to complete survey and geotechnical work in order to finalize the design.

TxDOT Roadway Projects:

1. **FM 1103 Improvement Project:** Utility relocations continue (including electric and communications). Schertz Public Works is working to relocate water and wastewater lines that conflict with the planned roadway and drainage improvements (see FM 1103 Utility Relocation Project updates). Delays in the relocation of other utilities has caused further rescheduling of the target let date for a construction contract from January 2021 to July 2021.
2. **FM 1518 Improvement Project:** No change from September update. TxDOT has moved into the Plans, Specs, and Estimates (PS&E) stage of the project. At this time, a consultant for TxDOT has prepared 30% construction plans. Utility coordination for the project is also underway. The City has been provided a conflict matrix on which all utilities (water, wastewater, electric, communications, gas, etc.) that possibly interfere with the roadway project are preliminarily identified. Engineering and Public Works staff are reviewing those potential conflicts to identify where relocations need to be made and where easements will need to be acquired. TxDOT continues acquiring property needed as right of way for the expansion project. As parcels are acquired, TxDOT contractors are physically clearing the right of way in preparation for final surveying and design. TxDOT has not yet acquired parcels needed from JBSA-Randolph. The plan is to move through that process together with property needed for improvements to Loop 1604 on the opposite side of the base. The TxDOT project is currently scheduled for letting in September 2022; construction may begin as early as January 2023. The \$44.8 million, fully funded project is expected to take approximately three years of construction to complete.
3. **I-35 Operational Improvements Project (FM 2252 to Schwab Road):** New southbound FM 1103 exit ramp and Schwab Road entrance ramps have been opened. New northbound FM 1103 entrance ramp has been opened. Embankment is being placed for the new northbound Schwab road exit ramp. Contractor continues with main lane and frontage road reconstruction, drainage work, and miscellaneous flat work, including rip rap, colored textured concrete, and mow strip, and with landscape items. Anti-graffiti coating is being

placed on walls. Detours will continue to be necessary and TxDOT and its contractors will keep the City informed of detours and closures and can assist in disseminating information to the public as needed. Estimated final cost of the project is \$25.5 million. The current schedule includes an expectation of substantial completion in June 2021, and final project completion in July 2021.

4. **I-35 NEX (I-410 South to FM 1103):** No change from September update. A full description of the project to expand I-35 from I 410 South to FM 1103 can be found by searching keywords "I-35 from I-410" at TxDOT.gov. Schematic exhibits of the proposed improvements are available on that website. Public Works and Engineering staff are participating in utility coordination meetings with TxDOT and its contractors regarding relocations that may need to take place in advance of or in conjunction with the roadway construction. Construction is expected to begin in spring 2021 and take 4 to 5 years to complete. The portion of the I-35 NEX project from the Cibolo Creek to its termination at FM 1103 has a cost of \$621 million.
5. **IH-10 Graytown Road to Guadalupe County Line:** No change from September update. TxDOT and its consultant have been working on finalizing bid documents for this section of IH-10. Project design was able to be adjusted so that no City of Schertz utility facilities will be impacted and no adjustments are necessary to accommodate the proposed improvements. Letting of the project is imminent. Construction is expected to begin in November 2020 at the earliest and January 2021 at the latest. This approximately \$157 million project has a construction timeline of 53 months.

Planning and Community Development Projects:

1. CityView Permitting and Development Software:

City staff and CityView have been working together on a phased approach for the three modules of the new land use software which are as follows: Code Enforcement (CE), Planning (PL) and Permitting/Inspections (PI). The CE Module has been configured. City Staff has been actively validating (verify configuration) the CE Module. The Planning Module was submitted to CityView on January 23, 2020 for configuration. The data collection for the Permitting/Inspections module is complete and the CityView team is verifying the information submitted for completeness. CityView is drafting the final project scope document for approval by all parties. Once the scope document is executed CityView will start the configuration of all the software components. When the configuration is complete by CityView and the software is validated (tested) by City Staff, we move to end user staff training and then go live. A proposed timeline to go-live with the software will be determined once configuration and validation of modules have been completed.

- Total Project Cost: \$523,766.00
- Project Start Date: June 2018
- Project Completion Date: TBD - 2021

CITY COUNCIL MEMORANDUM

City Council Meeting: November 10, 2020
Department: Economic Development Corporation
Subject: Schertz Economic Development Corporation (SEDC) Performance Agreement Payments.
(A. Perez)

BACKGROUND

The mission of the Schertz Economic Development Corporation (SEDC) is to grow the Schertz economy through Project that focus on the creation /retention of Primary Jobs and Infrastructure improvements.

To accomplish this mission the SEDC proposes an executes economic development performance agreements to support Primary Job creation and Infrastructure projects that support increased commercial activity. These agreements are negotiated and executed through the SEDC Board of Directors and the Schertz City Council who approve the program and funding of the SEDC. Performance agreements set out criteria to secure one-time or multi-year grants, reimbursements or rebates based on the goals of the project and intent of agreement. The following is a summary of recent payments with attached communication from the SEDC Executive Director to the City Manager providing additional background on each payment.

- Schertz 312, LLC (“Schertz 312”) has been issued a final payment of \$3,759,638.22. Schertz 312 completed Tejas Way and related sidewalk, water, wastewater, and improvements. Schertz 312 has received and provided a Letter of Acceptance from the City of Schertz for all related improvements.
- Ace Mart Food Supply (“Ace Mart”) has been issued a payment of \$30,704.82. Ace Mart has exceeded performance for calendar year 2019 for number employees, total annual payroll tangible personal property investment and taxable sales sourced from the local Schertz facility.
- Cinestarz Entertainment, LLC (“Cinestarz”) has been issued payment of \$215,661.69. Cinestarz completed water, wastewater and other improvements totaling \$699,829.00. Cinestarz also exceed performance for calendar year 2019 regarding number of required employees and total capital investment.
- RJL Texas-International Corporation (“Food Related”) has been issued a payment of \$45,000 under the Small Business Program for COVID-19-related retention/expansion operations.

Each Performance Agreement contains recapture provisions that provide means of securing all or a portion of issued incentive payments if performance is not met and/or if the company fails to comply with reporting requirements.

GOAL

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

COMMUNITY BENEFIT

Partnership with a new development supports the community's need for available space for Primary Job companies to invest in Schertz and further establishes the community as a regional distribution hub.

SUMMARY OF RECOMMENDED ACTION

None, this is an information item.

FISCAL IMPACT

In summary, with the satisfaction of all performance requirements the SEDC has issued payment of \$4,051,004.73 budgeted in the SEDC FY 2020 Budget.

RECOMMENDATION

None, this is an information item.

Attachments

Schertz312LLC Payment Memo
AceMart 2019 Rebate Pmt Memo
Cinestarz Grant Pmt Memo
FoodRelated Grant Payment Memo

MEMORANDUM

DATE: November 6, 2020

TO: Dr. Mark Browne, City Manager,
City of Schertz

FROM: Adrian G. Perez, Director, Schertz
Economic Development Corporation
(SEDC)

SUBJECT: SEDC Payment to Schertz 312, LLC
of \$3,759,638.22 in accordance with
adopted Phase I Performance
Agreement

BACKGROUND

On May 1, 2018, the City Council authorizing funding for an Infrastructure Reimbursement Agreement (the “Agreement”) among the City of Schertz, Texas, the City of Schertz Economic Development Corporation (SEDC), and Schertz 312, LLC. The SEDC and City Council have adopted two agreements with Schertz 312 referred to as Phase I (171 acres within the City of Schertz) and Phase II (141 contiguous acres to the City of Schertz western municipal boundary) under a separate agreement and resolution. These two agreements were designed to result in development of 312 total acres in partnership with Titan Development. The Agreement referenced in this communication is in regard to Phase I.

The Agreement established an infrastructure reimbursement to Schertz 312 of up to \$4,000,000 for development fees and substantiated costs for the completion of water, wastewater, road and sidewalk improvements as well as other related development requirements. Additionally, Schertz 312 must construct, or cause to be constructed, a 1,000,000 sq. ft. structure and secure a single user on the Northern Tract of the development before the end of the term of the agreement in 2033 in order to remain in compliance with this agreement.

Per the agreement, Schertz 312 previously submitted for a reimbursement of \$240,361.78 for design fees, platting expenses and permit fees as provided for in the agreement in fiscal year 2019. On September 25, 2020, Schertz 312 submitted required supporting documentation to request payment of the remaining \$3,759,638.22 available under the Agreement. The following details their requirements performance:

- Letter of Acceptance on road, sidewalk, water, and wastewater improvements as outlined in Exhibit B of the Agreement.

- Schertz 312 submitted a Letter of Acceptance from the City of Schertz and demonstrated the addition of sewer infrastructure in excess of that originally contemplated in Exhibit B of the Agreement extending access to Doerr Lane.
- Proof of qualifying Project Costs for the completion of the Infrastructure Improvements to include, but not be limited to, due diligence costs, engineering, surveying, permitting, planning, and construction as outlined in the Agreement.
 - Schertz 312 substantiated qualifying Project Costs totaling \$3,869,391.30.
- Demonstrate that all work associated with infrastructure was competitively bid.
 - Schertz 312 provided evidence of three bids received for the project.

This Agreement will remain in effect through 2033 or until Schertz 312 meets outstanding obligations such as development of a one million sq. ft. facility and securing a single end user within the facility.

FISCAL IMPACT

Schertz 312 has received a reimbursement of \$3,759,638.22 budgeted in SEDC FY 2020 Budget approved by City Council and the SEDC Board of Directors.

STAFF RECOMMENDATION

This is an informational item regarding payment issued associated with an approved performance agreement, staff has evaluated the Agreement and found that Schertz 312 has met all performance requirements to receive payment of the remaining \$3,759,638.22 available under the terms of the of the Schertz 312 Phase I Agreement. All supporting documentation and payment request are on file with the SEDC and Finance Department.

ATTACHMENT(S)

MEMORANDUM

DATE: November 6, 2020

TO: Dr. Mark Browne, City Manager,
City of Schertz

FROM: Adrian G. Perez, Director, Schertz
Economic Development Corporation
(SEDC)

SUBJECT: SEDC Payment to Ace Mart of
\$30,704.82 in accordance with
adopted Performance Agreement.

BACKGROUND

On August 29, 2017, the City Council approved a Performance Agreement (the “Agreement”) among the City of Schertz, Texas, the City of Schertz Economic Development Corporation (SEDC), and Ace Mart Restaurant Supply Company (“Ace Mart”). On August 24, 2017, at the SEDC Board of Directors approved the agreement with Ace Mart.

The Agreement provided a \$225,000 payment upon the Certificate of Occupancy and an annual reimbursement of property tax collected by the City of Schertz. The annual reimbursement consists of a 60% rebate for Calendar Years 2019 through 2021 and a 55% rebate for Calendar Years 2022 through 2024.

Ace Mart submitted annual certification for calendar year 2019 on February 15, 2020. In the performance validation process the SEDC and Ace Mart identified discrepancies in the reporting of revenue generated from Taxable Sales. Upon further investigation the error was found to be in the reporting to the State of Texas Comptroller Office. The SEDC and Ace Mart worked to amend reporting to reflect actual activity at the Schertz location. The revenue from this taxable sales activity was then validated through the Director of Finance. The following details Ace Mart’s performance for calendar year 2019:

- Create and maintain a total of 40 full-time employees with a minimum annual payroll of \$1,178,750 at the Schertz location.
 - Ace Mart has exceeded performance for calendar year 2019 and certified a total of 50 employees and a total annual payroll of \$1,725,829.00.
- Create and maintain a minimum Tangible Personal Property of \$5,671,160.00 as identified on the 2019 Comal County tax roll.
 - Ace Mart has exceeded performance for calendar year 2019 and certified a Tangible Personal Property of \$9,944,560 as identified on the 2019 Comal County tax roll.

- Commencing in the 2019 calendar year and continuing throughout the term of the Agreement, the Company must create and maintain a minimum of \$8,000,000.00 in Taxable Sales sourced from the local Schertz facility.
 - Ace Mart has exceeded performance for calendar year 2019 and certified a \$8,175,512 as identified Taxable Sales sourced from the local Schertz facility for calendar year 2019.

FISCAL IMPACT

Per the Agreement, with the satisfaction of all performance requirements Ace Mart is entitled to a 60% reimbursement for all Tangible Personal Property Taxes collected by the City of Schertz. Ace Mart 2019 total Tangible Personal Property value was \$9,944,560. Total personal property taxes collected by the City of Schertz is \$51,174.70. According to the Agreement, Ace Mart will receive a reimbursement of 60% of taxes paid or \$30,704.82. The methodology for the reimbursement is as follows:

- (60% of 2019 personal property taxes paid to the City of Schertz) = Ace Mart reimbursement.
- $(.60 \times \$51,174.70) = \$30,704.82$

In summary, Ace Mart received the 2019 reimbursement of \$30,704.82 which was budgeted in the SEDC FY 2020 Budget.

STAFF RECOMMENDATION

This is an informational item, staff has evaluated the Agreement and found that Ace Mart compliant for the 2019 tax year and all required documentation is on file with the SEDC and Finance Department of the City of Schertz.

ATTACHMENT(S)

MEMORANDUM

DATE: November 6, 2020

TO: Dr. Mark Browne, City Manager,
City of Schertz

FROM: Adrian G. Perez, Director, Schertz
Economic Development Corporation
(SEDC)

SUBJECT: SEDC Payment to Cinestarz, LLC of
\$215,661.69 in accordance with
adopted Performance Agreement

BACKGROUND

On May 1, 2018, the City Council approved an Infrastructure Reimbursement Agreement (the “Agreement”) among the City of Schertz, Texas, the City of Schertz Economic Development Corporation (SEDC), and WR1, LLC. (“WR1”). The owners of WR1 and Cinestarz Entertainment, LLC (“Cinestarz”) fell into litigation regarding completion of the project originally contemplated by the WR1, LLC agreement. The SEDC Board and City Council were advised by SEDC legal counsel of such action as well as the SEDC’s intent to enforce the terms of the agreement upon settlement of this action. The action was settled in 2020 with WR1, LLC assigning the Agreement with all rights and requirements to Cinestarz, as authorized and provided for in the Agreement per Article 9, Section 4.

On May 28, 2020, at the request of both WR1 and Cinestarz, the SEDC Board of Directors approved the assignment of the agreement from WR1, LLC to Cinestarz Entertainment LLC.

The Agreement established an Infrastructure Reimbursement to Cinestarz’ for investment of up to \$834,487.50 in infrastructure improvements. In consideration, Cinestarz would be eligible to receive an annual reimbursement of all property and sales taxes collected by the City of Schertz for a period of two years ending in January 2022.

On September 25, 2020 Cinestarz reported their compliance to the Agreement for the 2019 tax year. The following details their requirements performance:

- Construct water and wastewater improvements and demonstrate actual costs of up to \$834,487.50
 - Attached are costs certifying \$699,829. These costs have been validated as commensurate with the improvements to the site and in accordance with the requirements set forth in Exhibit A in the agreement under Article V, Section 1.
- Create and retain a minimum of 184 jobs throughout the Term of the Agreement

- Attached is the Annual Certification certifying at least 184 jobs and a payroll listing of employees indicated to work from the Schertz EVO location controlled by Cinestarz indicating the company created 263 jobs as of December 2019.
- Capital Investment of \$23,000,000 to include cost of underlying real property.
 - Attached is the land title documentation outlining the purchase price of the land of over \$4,000,000 as well as a construction payment certification totaling \$20,216,585 in facility construction costs.

Cinestarz has paid all real and personal property taxes for the 2019 tax year and has made all sales tax payments to the City of Schertz.

FISCAL IMPACT

Cinestarz 2019 calendar year total real and personal property tax revenue collected by the City of Schertz was \$94,986.90 excluding any interest and penalties. Total sales tax collected by the City of Schertz is \$120,674.79. According to the Agreement, Cinestarz will receive \$215,661.69 which is an infrastructure reimbursement up to the verified infrastructure expenses. The methodology for the reimbursement is noted below:

- (100% of 2019 real and personal taxes paid to the City of Schertz + 100% of 2019 Sales Tax paid to the City of Schertz) up to \$699,829 of validated infrastructure costs= Cinestarz 2019 Infrastructure reimbursement
- $(\$94,986.90 + \$120,674.79) = \$215,661.69$

In summary, Cinestarz received the 2019 reimbursement of \$215,661.69 which was budgeted in the SEDC FY 2020 Budget.

STAFF RECOMMENDATION

This is an informational item regarding payment issued associated with an approved performance agreement, staff has evaluated the Agreement and found that Cinestarz is compliant for the 2019 calendar year. All supporting documentation and payment request are on file with the SEDC and Finance Department.

ATTACHMENT(S)

MEMORANDUM

DATE: November 6, 2020

TO: Dr. Mark Browne, City Manager,
City of Schertz

FROM: Adrian G. Perez, Director, Schertz
Economic Development Corporation
(SEDC)

SUBJECT: SEDC Payment to Food Related for
\$45,000 in accordance with adopted
Performance Agreement.

BACKGROUND

As a response to the COVID-19 Pandemic the Schertz Economic Development Corporation (SEDC) began direct outreach to local Primary Employers to identifying how it might provide technical assistance and other existing programs such as the SEDC Small Business Grant program. This COVID-19 Pandemic response was communicated to the Schertz City Council through an Informational Item on June 2, 2020.

The Schertz Small Business Grant program is a program within the Schertz Economic Development Incentive Policy adopted by Schertz City Council in May 2017. This program provides authority to the SEDC to enter into business retention and expansion performance agreements with qualifying local primary employers. The budget for this program was approved for \$100,000 in the SEDC FY 2020 Annual Budget by both the City Council and the SEDC Board of Directors.

As SEDC staff identified candidates interested in engaging in a economic development performance agreement, Food Related was identified as a company that met all program criteria and stood out as a strong example of resilience through the pandemic.

At the September 15, 2020 City Council meeting, SEDC staff briefed City Council on all deal terms and conditions of this agreement. SEDC staff informed Council that the SEDC Board would be considering this item at the September 24, 2020 meeting and that the item would not require Council approval as it was under \$50,000 and was executed under the authority of a City Council approved budget and program.

Payment to Food Related under the agreement is available upon signature of an approved agreement. On September 24, 2020 the SEDC Board of Directors approved Resolution 2020-7 for Small Business Grant of \$45,000.

As a condition of the grant, the company must maintain a minimum payroll of \$650,000, retain 20 full time employees, add 5 more by 2025 and operate the grocery delivery service and wholesale

distribution operation for a minimum of 5 years. The project must also maintain \$1.3M in taxable personal property and generate an additional \$12,500 in sales tax receipts to the City of Schertz over 5 years. The company's first annual certification is February 15, 2021.

COMMUNITY BENEFIT

This project will produce a positive economic benefit for the City of Schertz. This project creates jobs and introduces a high-quality grocery delivery service in Schertz. All economic development incentives have been issued from SEDC funds.

FISCAL IMPACT

Resolution No. 2020-7 authorizes a performance agreement valued at \$45,000 and available from the Small Business Grant line item approved in the SEDC FY2020 Budget.

STAFF RECOMMENDATION

This is an informational memo regarding payment issued on this grant, all supporting documentation and payment request are on file with the SEDC and Finance Department.