



**MEETING AGENDA**  
**City Council**  
**REGULAR SESSION CITY COUNCIL**  
**April 12, 2022**

**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, APRIL 12, 2022 at 6:00 p.m.**

**City Council will hold its regularly scheduled meeting at 6:00 p.m., Tuesday, April 12, 2022, 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.  
(Councilmember Heyward)**

**Presentations**

- Special Accommodation to Monica Kuehn for baby deliveries over 911 Phone. (C. Kelm/M. Bane/N. Kuhlmann)

**Proclamations**

- Proclamation recognizing National Public Safety Telecommunications Week. (Mayor Gutierrez/N. Kuhleman)
- Proclamation recognizing National Animal Care and Control Appreciation Week. (Mayor Gutierrez/M. Bane/M. Lagunas)

**City Events and Announcements**

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

## Hearing of Residents

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

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

*Discussion by the Council of any item not on the agenda shall be limited to statements of specific factual information given in response to any inquiry, a recitation of existing policy in response to an inquiry, and/or a proposal to place the item on a future agenda. The presiding officer, during the Hearing of Residents portion of the agenda, will call on those persons who have signed up to speak in the order they have registered.*

## Consent Agenda Items

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

1. **Minutes** – Consideration and/or action regarding the approval of the minutes of the meeting of Special Pre-Budget Retreat Meeting of March 25, 2022, and minutes of the Regular Meeting of April 5, 2022. (B. Dennis)
2. **Ordinance No. 22-T-12** - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas, amending Chapter 78, Article VII, Roadway Capital Recovery Fees incorporating amended land use assumptions and amended Capital Improvements Plans for such facilities providing for collection of impact fees. ***Final Reading*** (M. Browne/B. James)
3. **Ordinance No. 22-S-13** - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas, amending the Master Thoroughfare Plan. ***Final Reading*** (M. Browne/B. James)
4. **Resolution No. 22-R-41** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas approving requests for Schertz Main Street Local Flavor Economic Development Grants for 539 and 820 Main Street. (B. James)
5. **Resolution No. 22-R-42** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing a Subdivision Improvement Agreement with Crossvine Module 2, Unit 1. (M. Browne/B. James)

6. **Resolution No. 22-R-30** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the acceptance of a warranty deed from Schertz 1518, Ltd. for Lot 1, Block 1 of the Schertz Forest Unit 1 Addition. (M. Browne/B. James)
7. **Resolution No. 22-R-39** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing a second round of hazard pay for employees that continued to provide services during the COVID-19 Pandemic Emergency Declaration period. (M. Browne/J. Walters)
8. **Resolution No. 22-R-40** - Consideration and/action approving a Resolution by the City Council of the City of Schertz, Texas authorizing use of American Rescue Plan Act funds for the purchase of a new ambulance. (M. Browne/J. Walters)
9. **Ordinance No. 22-S-15** - Consideration and/or action on a request for a Specific Use Permit to allow a convenience store with gas pumps on approximately 2.7 acres of land, more specifically described as the northwest corner of IH-35 and Cibolo Valley Drive, also known as Guadalupe County Property Identification Number 62840, City of Schertz, Guadalupe County, Texas. **Final Reading** (B. James/L. Wood/M. Harrison)

## Public Hearings

10. **Ordinance No. 22-S-18** - Conduct a public hearing, and consideration and/or action on amendments to Part III, Schertz Code of Ordinances, Unified Development Code (UDC), to Article 9 - Site Design Standards, Section 21.9.9 Tree Preservation and Mitigation, to cap the maximum required tree mitigation. **First Reading** (B. James/M. Browne)
11. **Ordinance No. 22-S-19** - Conduct a public hearing, and consideration and/or action on amendments to Part III, Schertz Code of Ordinances, Unified Development Code (UDC), to Article 4 subsection 21.4.5 Post Decision Procedures, Article 5 subsection 21.5.2 Zoning Districts Established and 21.5.5 Statement of Purpose and Intent for Residential Districts, Article 8 subsection 21.8.9 Outdoor Display and Storage, Article 9 subsection 21.9.10 Park and Open Space Dedication Requirements and Article 10 subsection 21.10.2 Parking Standards General Provisions and 21.10.4 Parking Standards Schedule of Offstreet Parking. **First Reading** (B. James/M. Browne)

## Roll Call Vote Confirmation

## Workshop

12. Workshop discussion on the planned road repairs on Old Wiederstein Road (C.Kelm/S. Williams)

## Closed Session

13. The City Council will meet in closed session Pursuant to Texas Government Code Sec. 551.071 to consult with its attorney to seek advice about 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 Open Meetings Act; to wit: discussion about the various Legal Issues involved in the development, review, adoption and amendment of Collection Development Policies for Public Libraries.

### **Reconvene into Regular Session**

14. Take any action based on discussions held in Closed Session under Agenda Item 13.

### **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)**

### **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 8th DAY OF APRIL 2022 AT 3:00 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

BRENDA DENNIS

**I CERTIFY THAT THE ATTACHED NOTICE AND AGENDA OF ITEMS TO BE CONSIDERED BY THE CITY COUNCIL WAS REMOVED BY ME FROM THE OFFICIAL BULLETIN BOARD ON \_\_\_\_ DAY OF**



\_\_\_\_\_, 2022. 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

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

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** April 12, 2022

**Department:** City Secretary

**Subject:** Minutes – Consideration and/or action regarding the approval of the minutes of the meeting of Special Pre-Budget Retreat Meeting of March 25, 2022, and minutes of the Regular Meeting of April 5, 2022. (B. Dennis)

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**BACKGROUND**

The City Council held a Special Meeting on March 25, 2022, and a Regular City Council meeting on April 5, 2022.

**RECOMMENDATION**

Recommend Approval.

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**Attachments**

Draft Minutes 3-25

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**DRAFT**  
MINUTES  
SPECIAL MEETING  
March 25, 2022

A Special Pre-Budget Meeting was held by the Schertz City Council of the City of Schertz, Texas, on March 25, 2022, at 9:00 a.m. in the Hal Baldwin Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas. The following members present to-wit:

**Present:** Mayor Ralph Gutierrez; Mayor Pro-Tem David Scagliola; Councilmember Mark Davis; City Council Place 2 - Vacant; Councilmember Jill Whittaker; Councilmember Michael Dahle; Councilmember Tim Brown

**Absent:** Councilmember Allison Heyward

**City Staff:** City Manager Dr. Mark Browne; Assistant City Manager Brian James; Assistant City Manager Charles Kelm; City Secretary Brenda Dennis; Assistant to the City Manager Sarah Gonzalez; EDC Director Adrian Perez; Finance Director James Walters; Library Director Melissa Uhlhorn; City Engineer Kathy Woodlee; GIS Coordinator Tony McFalls; Interim Police Chief Marc Bane; Assistant Fire Chief Greg Rodgers; Public Works Director Suzanne Williams; Director of Planning & Community Development Lesa Wood; Public Affairs Director Linda Klepper; IT Director Myles Clauser; Human Resources & Purchasing Director Jessica Kurz; EMS Director Jason Mabbitt; Parks, Recreation & Community Services Director Lauren Shrum

### **Call to Order (General Comments)**

Mayor Gutierrez called the Special Pre-Budget Retreat meeting to order at 9:00 a.m. Mayor Gutierrez provided his comments on the importance of today's meeting.

### **Hearing of Residents**

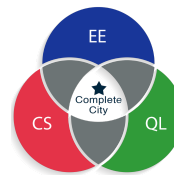
No one signed up to speak.

### **Discussion and Action Items**

#### **Pre-Budget Prioritization Process -**

- Discussion and direction for building the FY 2022-23 Budget, including but not limited to setting five-year goals for the City and setting priorities for the FY 2022-23 Budget. Funding all programs needed to accomplish the City Mission, taking into consideration factors such as population growth, tax base development, large time sensitive infrastructure projects, right of way issues, staffing levels and structure, American Rescue Plan funding priorities and process, and prioritizing expanded programs that may be required in the future. (M. Browne/Executive Team)

Mayor Gutierrez turned the meeting over to City Manager Dr. Mark Browne who stated that the focus is to get alignment on short-term and long-term (5 year goals) with Staff and Council.



Assistant City Manager Brian James provided the "Complete City Model" that was adopted a couple of years ago and explained the model asking for Council for affirmation. Members of Council concurred to continue with the Complete City Model.

Finance Director James Walters provided the following information and explained where we left off last year and what we have this year to work with:

- Expanded Programs Built into this Scenario for FY 2022-23
- New Personnel - \$200,000
- Small Equipment - \$14,500
- Large Equipment/Projects - \$55,000
- Allocating Excess Funds from Tax Rate Swap to SPAM Program - \$400,000
- Begin Station #4 Staffing - \$300,000

ECI – 1%, then slow increments in the out years

Next was a break-out dot exercise with Council to place their numbered 1 through 4 dots on the flip chart of items listed below for development of Key City 5 Year Goals, 1 being the highest and 4 least priority

- Increase Staffing Levels
- Renovate/Reconstruct Existing Facilities
- New Facilities (ex. Public Safety Building, Access Points, Fire Station, Parks)
- Compensation
- Infrastructure
- Technology
- CIP Planning and Document Development
- Expansion of existing services
- Funding for Retail Development and Recruiting
- Additional staff funding - staff training

***Dot results for Council were:***

1. Compensation
2. Infrastructure
3. Renovate/Reconstruct Existing Facilities
4. Staffing Levels
5. CIP Planning and Document Development

Staff and Council compared their lists (in no particular order)

STAFF
Increase Staffing
Compensation
New/Reconstruction Facilities
CIP Planning/Document Development
Infrastructure

COUNCIL
Increase Staffing
Compensation
Reconstruction of Facilities
CIP Planning/Document Development
Infrastructure

Discussion occurred that Staff and Council would need to define goals further and bring back the information. Mayor Gutierrez called for a break at 11:39 a.m. Mayor Gutierrez resumed the meeting at 12:19 p.m.

**Next Discussion FY 2022-2023 Budget Development Discussion:**

- Discussion of challenges in level of funding - particularly for expanded programs
- New Personnel - \$200,000
- Small Equipment - \$14,500
- Large Equipment - \$55,000
- Limitation of current system on funding recurring items
- Can we be more aggressive on revenue projections?
- What areas could we do this? What would that look like? How much money would that get us?

- Sales tax - increasing from 5% to 7% - would provide an additional \$475,000 recurring revenue for FY22/23

- What are the drawbacks to doing this?
- Could we be more aggressive on expense projections?

What areas could we do this? What would that look like? How much money would that get us?

Across the line-item adjustments to match long-term trends - reduce department budgets by 2%? Would provide additional \$750,000 recurring funding (could find 10 positions)  
What are the drawbacks to doing this?

Council discussed and agreed to be more aggressive with sales tax projections and reducing unspent amounts across the board.

### FY 2022-2023 Budget Development Discussion

- Mid-Year Ready to go projects
- The idea is to have a project(s) ready to start on short notice, that can generally be completed during the fiscal year if revenue and expense projections show additional funds are likely to be available.
- This is what we did with Elbel.
- Develop stretch goals for each area of complete city model at upcoming Policy Team meeting.

Council discussed and agreed to this. Action from staff is to develop stretch goals in each area - they will review at a future Policy Team meeting.

### 5-Year Forecast FY 2022-23

	2023 FY Proposed		2024 FY Estimate		2025 FY Estimate		2026 FY Estimate		2027 FY Estimate	
<b>Program Changes/Additions</b>										
Additional Employee Compensation	1.0%	\$ 232,826.38	0.5%	\$ 122,405.59	0.5%	\$ 127,965.73	0.25%	\$ 67,257.43	0.25%	\$ 70,445.73
New Personnel	P	\$ 200,000	P	\$ 200,000	P	\$ 120,000	P	\$ 120,000	P	\$ 120,000
Small Equipment	R	\$ 14,500	R	\$ 20,000	R	\$ 20,000	R	\$ 20,000	R	\$ 20,000
Large Equipment	O	\$ 55,000	O	\$ 55,000	O	\$ 45,000	O	\$ 45,000	O	\$ 45,000
Act on Comp Study					P	\$ 250,000	P	\$ 250,000	P	\$ 250,000
Infrastructure Projects										
<b>Fire Station 4 staffing</b>	P	\$ 300,000	P	\$ 300,000	P	\$ 300,000	P	\$ 300,000		
<b>Current Rate</b>										
Street Funding	R	\$ 400,000								

### Expanded Programs Built into this Scenario for FY 2022-23

New Personnel - \$200,000  
Small Equipment - \$14,500  
Large Equipment/Projects - \$55,000  
Allocating Excess Funds from Tax Rate Swap to SPAM Program - \$400,000  
ECI 1%, then slow increments in the out years

### 5-Year Forecast FY 2022-23 - more aggressive projections and reducing unspent amounts

	2023 FY Proposed		2024 FY Estimate		2025 FY Estimate		2026 FY Estimate		2027 FY Estimate	
<b>Program Changes/Additions</b>										
Additional Employee Compensation	3.0%	\$ 698,479.14	1.5%	\$ 385,451.55	1.0%	\$ 270,961.57	1.00%	\$ 285,790.42	2.00%	\$ 602,128.26
New Personnel	P	\$ 950,000	P	\$ 200,000	P	\$ 120,000	P	\$ 120,000	P	\$ 120,000
Small Equipment	R	\$ 14,500	R	\$ 20,000	R	\$ 20,000	R	\$ 20,000	R	\$ 20,000
Large Equipment	O	\$ 55,000	O	\$ 55,000	O	\$ 45,000	O	\$ 45,000	O	\$ 45,000
Act on Comp Study					P	\$ 250,000	P	\$ 250,000	P	\$ 250,000
Infrastructure Projects										
<b>Fire Station 4 staffing</b>	P	\$ 300,000	P	\$ 300,000	P	\$ 300,000	P	\$ 300,000		
<b>Current Rate</b>										
Street Funding	R	\$ 400,000								

### Expanded Programs Built into this Scenario for FY 2022-23

New Personnel - \$950,000  
Small Equipment - \$14,500  
Large Equipment/Projects - \$55,000  
Allocating Excess Funds from Tax Rate Swap to SPAM Program - \$400,000  
Begin Station #4 Staffing - \$300,000  
ECI - 3% upfront, min of 1% each other year

Mayor Gutierrez recessed the meeting at 12:19 p.m. for a lunch break. Mayor Gutierrez reconvened the meeting at 12:35 p.m.

### Icebreaker #2 - Session openers Thumbball Activity

Members of Council and Staff present participated in the activity - answering the question once the ball was pitched to them where their thumb landed.

## Establishing FY 2022-2023 Budget Priorities - Group Exercise

Council Group - Mayor Gutierrez, Mayor Pro-Tem Scagliola, Councilmembers Davis, Whittaker, Dahle and Brown  
Results:

1. Staffing - Public Works, Engineering, Planning and IT
2. Compensation
3. Facilities - Space - Improvement
4. EDC - Retail Recruitment

## Budget Priority Breakout Council Day - Mixed Groups 1 through 3 Discussion

### Settling on Budget Priorities Discussion

Are there any major disconnects in the budget priority lists?

If so, is it a function of information asymmetry or a different vision?

Over the next few months, the list will need to be merged.

### FY 2022-2023 Budget Development Discussion continued:

Discussion on ECI

Discussion on Class and Comp

Where do we want to be? (percentile wise)

How long do we want to take to get there?

Increase in Sales Tax Revenue

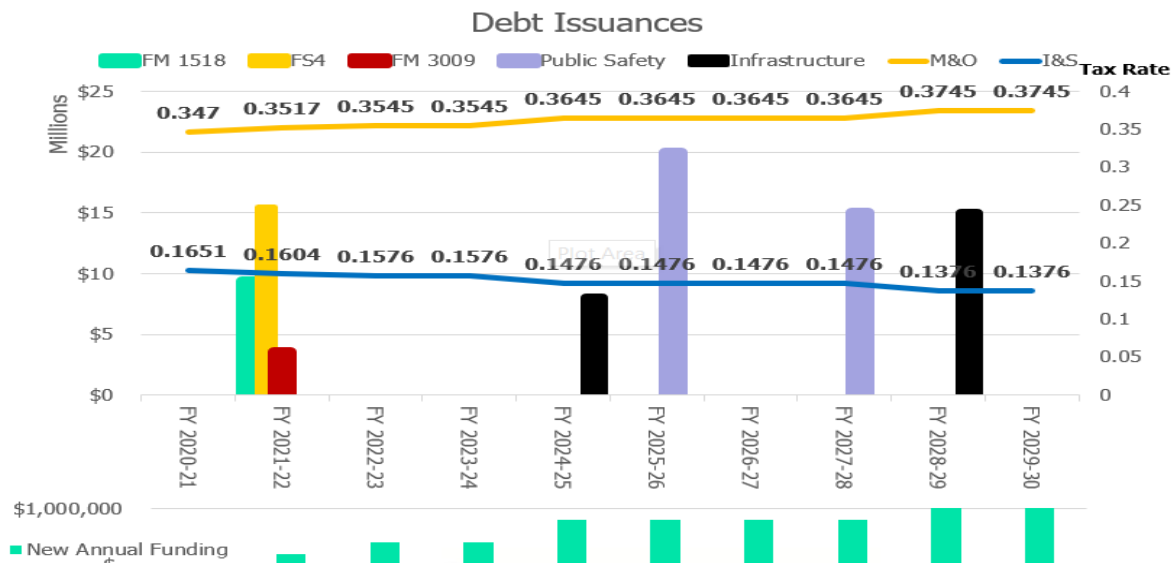
Decrease in Fee Revenues

Update on Personnel Budget to Actual

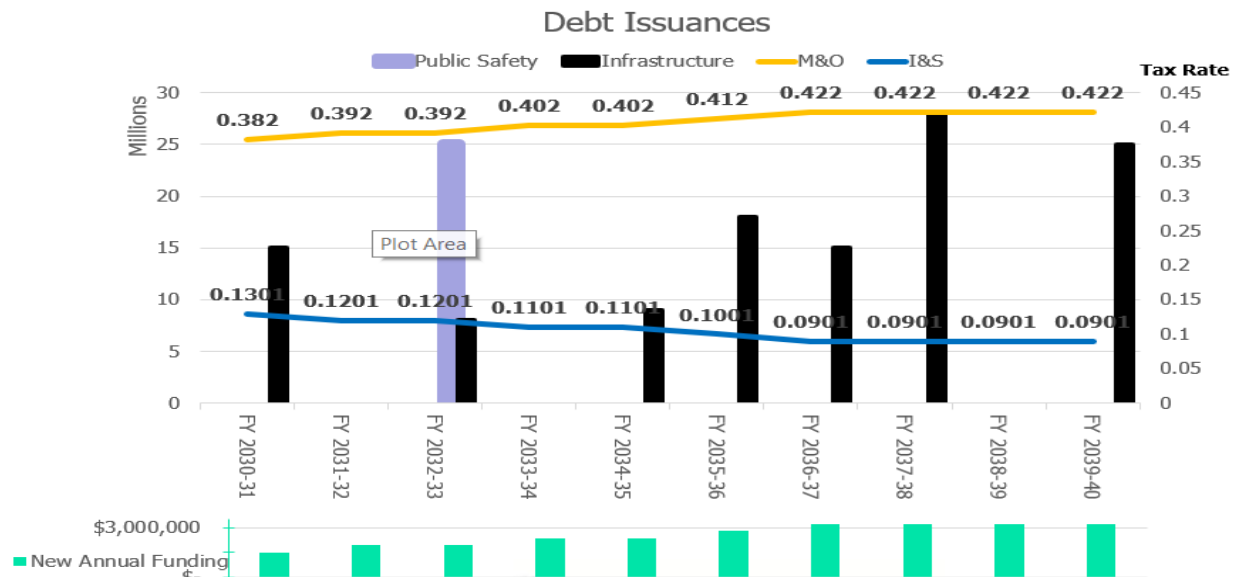
Department Year-end projections

Any "extra money"? What is our bottom line at this moment?

Discussion regarding updated Plan



### Discussion 2030's Plan



### Discussion regarding Complete City Model

How should the upcoming infrastructure bond allotment plan be distributed?

8 million in 2025

15 million in 2029

"Infrastructure" consists of items such as:

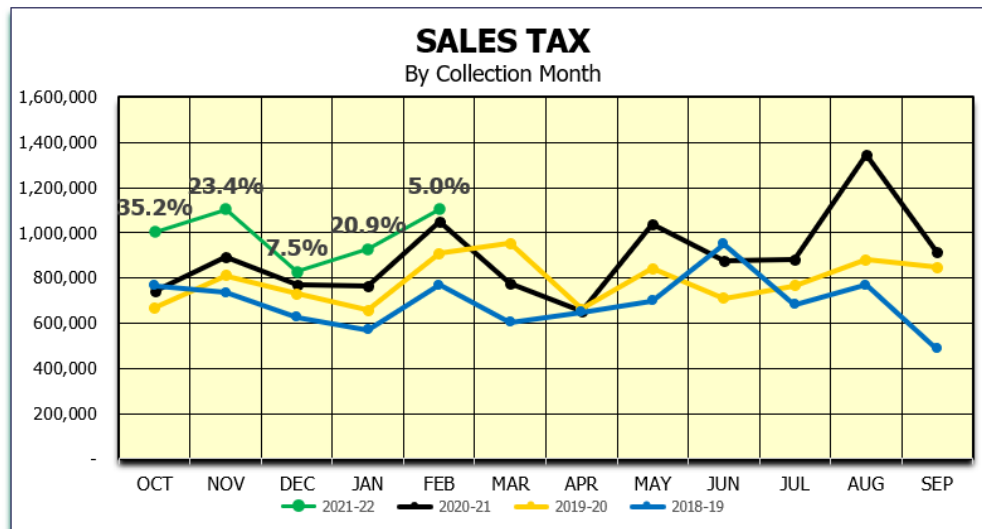
Parks (skate park, trail development, etc.)

Streets (reconstructions, new streets, etc.)

Facilities (new/remodeled offices, public safety, library branches, courtroom, etc.)

Drainage (new drainage channels)

### Sales Taxes - Discussion



### FY 2022-2023 Budget Development Discussion:

Projecting Increase in Sales Tax Revenue

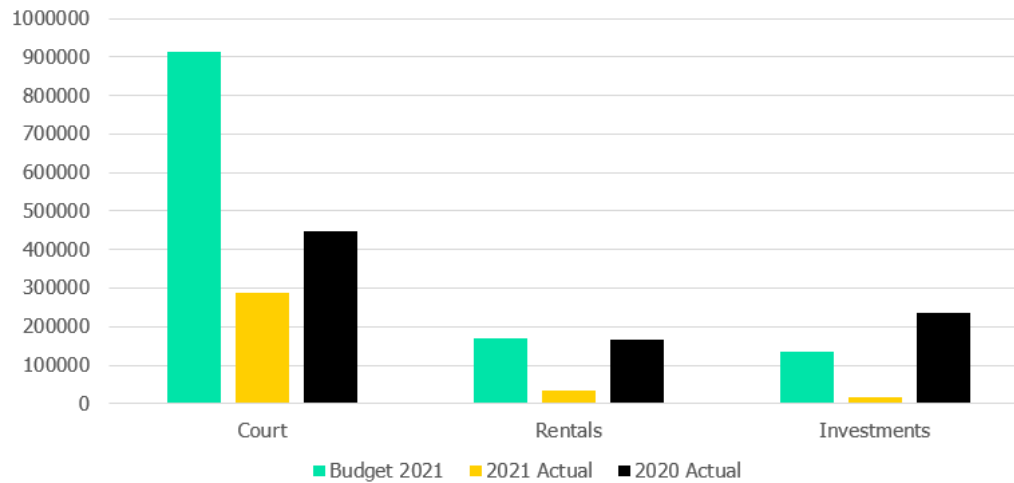
Majority to go toward GBRA land purchase - \$285,000

Remainder to cover lower fees collections, if they don't pick up (permits, rentals, investments, etc.)

Add anything in from Citizen Survey?

### Revenue Decreases Discussion

### As of March 31



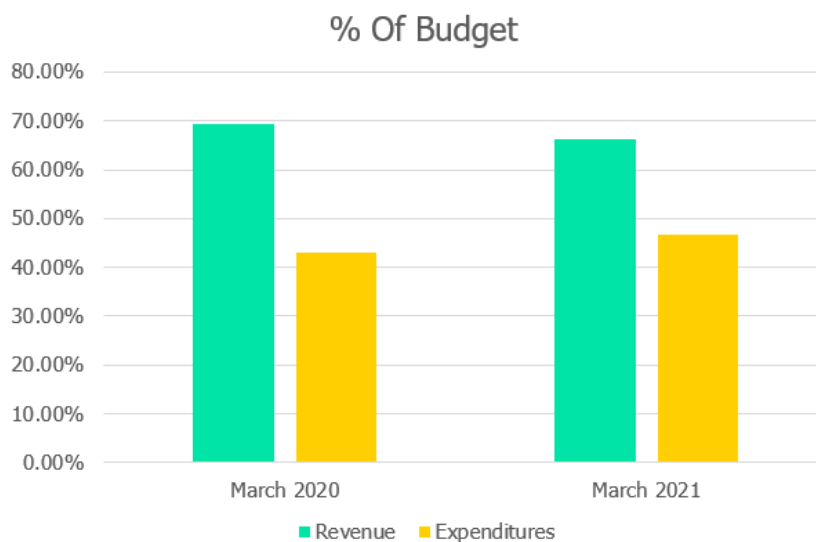
### Personnel Budget to Actual Discussion

FY 2021	Budget	Actual	% Used
General Fund Personnel*	\$24,180,401	\$12,309,533	51%

\*Exactly halfway through the year, personnel has already used up 51% of the budget before merit raises.

FY 2020	Budget	Actual	% Used
General Fund Personnel	\$22,209,294	\$10,781,793	49%

### FY 2021 Budget Performance Discussion



### Year End Projections Discussions

Budgeted Fund Balance Drawdown - \$1,633,000

Year End Projected Drawdown - \$1,575,000



**\$58,000** additional for FY 2021-2022

## **FY 2022-2023 Budget Development discussions:**

### CIP Projects

#### Water/Wastewater Funding

- **FY 19-20: Projects funded from Impact fees and Operation funding**
  - Water/Wastewater Master Plan (\$500K)
  - Corbett Elevated Storage Tank (\$2.7M)
- **FY 20-21: Projects funded from reserves**
  - Aviation Heights Waterline Replacements (\$1.8M)
  - Design 16" Dedicated line from E Live Oak to IH35 (\$500K)
- **FY 21-22: Proposed Debt Issuance (\$11M)**
  - Crest Oak Sewer Line upsized (\$1M)
  - Construction 16" Dedicated line from E Live Oak to IH35 (\$5M)
    - ◆ (\$1.5 million reserves and \$3.5 million in debt issuance)
  - FM 1518 Utility Relocation (Construction)
- **FY 22-23: TBD Combination: Issue Debt, impact fees, EDC, reserves**
  - Lookout Sewer Line upsized
  - Cibola West Wastewater trunk main (route study)

#### Streets/SPAM Funding

- **FY 20-21: bond funds and general fund (\$210,000 recurring and \$200,000 one time)**
  - Tri County Reconstruction (EDC Funded \$3,500,000 - \$4,050,000 includes engineering)
  - Schertz Parkway Concrete Repair Work (\$150,000)
  - 2018 SPAM Residential Chip Seal Upgrades (\$200,000)
  - 2020 Slurry Seal Projects (\$2,500,000)
  - PCI Study (\$100,000)
  - FM 3009/FM 78 Intersection Planning Study (\$200,000)
  - Elbel Road (pending additional funding - \$1,400,000)
  - Aviation Heights and Lindbergh Street Repair on hold pending policy discussion (\$1,900,000)
- **FY 21-22: \$210,000 recurring going forward if not more bond funds (does not include impact fee funds for expanded capacity)**
  - Project(s) from CIP will be identified based on final costs of 2020/2021 funds or needing to save up funds over multiple years (Next up Schertz Parkway Woodland Oaks to IH-35 Preservation Overlay = estimated cost \$800,000 – so short about \$600,000)

#### Parks Funding

- **FY 20-21: bond funds and general funds (\$235,000 recurring and \$150,000 one time (for trails))**
  - Pedestrian Bike Routes and Bike Lanes Construction,
  - Great Northern Trail Segment Design and Construction
  - Veteran's Memorial Plaza Landscape Renovation
  - Thulemeyer Parking Lot
  - Crescent Bend Entry Improvements
  - Ashley Park Playscape and Pavillion
- **FY 21-22: \$235,000 Proposed Priorities (pending Parks Board Input)**
  - Dietz or Northern Trail Section
  - Thulemeyer Restroom
  - Crescent Bend Master Plan (to help deal with increase in visitors)
  - Soccer Complex Well and Pumps (moved up based on impact of freeze)
- **Major Projects**
  - Evaluate Wendy Swan Pool Conversion to Splash Pad
  - Pursue other funding for Hilltop Park (Grants)
  - Consider funding adjustments for current facilities (Rec Center/Senior Center)

## Drainage Funding

- FY 19-20: \$487,789; DESIGN: Colonies, Osage, Castle Hills, Desilt three ponds
- FY 20-21: \$1,472,870 Colonies, Osage, Castle Hills, Desilt three ponds, FS #2, Design: Amazon Ditch

	Drainage Budget	Interfund from Drainage
■ FY 21-22: <b>\$750,000</b> ● Woodland Oaks	Drainage Fee Revenue \$ 1,200,000.00	Water/Wastewater \$144,000.00
■ FY 22-23: <b>\$650,000</b> ● FM 78 (Sely's)	Permit Revenue \$ 4,000.00	Eng/General \$285,000.00
	Interest \$ 20,000.00	Fleet \$ 99,000.00
■ FY 23-24: <b>\$550,000</b> ● Whisper Branch/ Whisper Trace	<b>Total Drainage Budget \$ 1,224,000.00</b>	\$528,000.00
	Personnel \$ 400,000.00	
■ FY 24-25: <b>\$500,000</b> ● Buffalo	Interfund \$ 528,000.00	
	Debt Service \$ 122,000.00	
	<b>Final Drainage Budget \$ 174,000.00</b>	

Based on current budget, first drainage project will be in FY 24-25

Drainage Fee: \$5.20/LUE – FY 12-13 last increase

General Fund or Bonds may need to supplement

The FEMA ditch cost (>\$2 million)

## Facilities Funding

- FY 20-21 Funded Programs
  - Civic Center Kitchen Remodels and floor
  - Public Safety Restroom Remodel
  - EMS HVAC Replacement
  - Building 1 Counters
- FY 21-22 Funded Programs
  - Community Center Kitchen remodel
  - Building 10 Interior upfit for Parks
  - Vehicle Yard Security Gates
- Deferred Preventative Maintenance – Expanded Program
  - Interior Finishes: \$40,000
  - Flooring (carpets, vinyl, tile): \$100,000
  - HVAC Replacement: \$75,000

## Personnel Update

- New positions in 20/21, 12 added:
  - FY 19-20 (June 2020) – Added 8 positions
    - Patrol Officer
    - Assistant Director of Public Works
    - Engineer
    - Street Worker I (2)
    - Street Worker II (1)
    - Park Maintenance Technician
    - Kennel Techs (2)
  - FY 20-21 (October 2020) – Added 4 positions
    - Police Captain
    - Emergency Management Coordinator
    - School Resource Officer (SRO)
    - Senior Planner
- Projected 4-6 positions in 2022
  - 2<sup>nd</sup> half of FY 21 – Future Staffing Discussion / Prioritization
  - 4 General Fund / 2 Water
- Projected 4 positions in 2023
  - Fire Fighters (4)

**Adjournment**

Mayor Gutierrez adjourned the special meeting at 3:30 p.m.

Ralph Gutierrez, Mayor

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ATTEST:

Brenda Dennis, City Secretary

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## CITY COUNCIL MEMORANDUM

**City Council Meeting:** April 12, 2022  
**Department:** Executive Team  
**Subject:** Ordinance No. 22-T-12 - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas, amending Chapter 78, Article VII, Roadway Capital Recovery Fees incorporating amended land use assumptions and amended Capital Improvements Plans for such facilities providing for collection of impact fees. *Final Reading* (M. Browne/B. James)

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### BACKGROUND

City staff is proposing to update the City's roadway impact fee to account for newly annexed property. This includes land that had been in the City's Extra Territorial Jurisdiction (ETJ) and was recently annexed at the request of property owners who are anticipating developing the property as well as the property that was released by the City of San Antonio to the northwest of Lookout Road and Doerr Lane that was recently annexed. The goal is to include these properties in the City's roadway impact fee service areas and to designate the thoroughfares in these areas as system roadways. As part of the required process the City had to update its land use assumptions and capital improvements plan. This also results in new maximum assessable fees in each service area, but the city is not proposing to change the actual impact fee per service unit that is currently being charged - \$1,000.00 per service unit for residential and \$175.00 per service unit for non-residential.

The update was prompted by the need to add areas to the City's roadway impact fee service areas which will also add sections of roads as system roadway. The update also factors in the City's participation in the cost of constructing Cibolo Valley Drive from Old Wiederstein to IH-35. As part of the process, the City's consultant had to update the land use assumptions and capital improvements plan, which essentially estimates the cost of constructing these roads to provide additional capacity that will be needed based on new development and divides that cost among new development in the form of the maximum fee per service unit. The areas where the changes are occurring are the land released by the City of San Antonio from their ETJ, generally to the northwest of Lookout Road and Doerr Lane. This also adds the extension of Tejas Way to the roadway CIP. The second area is in the area of Parklands 2 and adds a section of Big John Lane to the roadway CIP. The third area is around Lower Seguin Road to account for the annexation of the Saddlebrook and Carmel Ranch developments and adds sections of Raf Burnett, Lower Seguin Road, a north/south collector and the north/south collector that is the FM 3009 extension. It also includes the actual City Participation cost for Cibolo Valley Drive. While the report results in a new maximum assessable fee per service unit for each service area which is slightly lower in three of the service areas and slightly higher in the other one, these amounts are still above the amounts the City charges. Staff is not proposing a change to the fee amount charged.

### GOAL

Update the City's roadway impact fee program to include recently annexed areas.

### COMMUNITY BENEFIT

Provides funding for the expansion of roadway triggered by new development.

#### **SUMMARY OF RECOMMENDED ACTION**

Staff recommends approval to the City's Roadway Impact Fee program.

#### **FISCAL IMPACT**

This amendment brings property into the City's Roadway Impact Fee Service Areas making them subject to roadway impact fees. It also designates additional sections of roadways as system roads for the purpose of roadway impact fees.

#### **RECOMMENDATION**

Approval of Ordinance 22-T-12.

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#### **Attachments**

Res 22 R 24

legal notice

CIAC Minutes

Chapter 78 changes redline

Ord 22 T 12 Roadway Impact Fees

Roadway Impact Fee Update

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## **RESOLUTION NO. 22-R-24**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, ESTABLISHING A PUBLIC HEARING DATE TO CONSIDER THE APPROVAL OF UPDATED LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENT PLAN, AND IMPACT FEES FOR ROADS, WATER, WASTEWATER AND DRAINAGE FACILITIES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Schertz has authorized an impact fee study to determine whether to adopt updated Land Use Assumptions (LUA), Capital Improvement Plans, and Impact Fees for roadway facilities in accordance with Chapter 395, *Financing Capital Improvements Required by New Development in Municipalities, Counties, and Certain Other Local Governments*, of the Texas Local Government Code ( *Ch. 395 of the TLGC* ) and Article VII, Roadway Capital Recovery Fees, of Chapter 78, *Streets and Sidewalks*, of the City of Schertz Municipal Code of Ordinances; and

**WHEREAS** *Ch. 395 of the TLGC* requires the City Council of the City of Schertz to provide notice of and hold a public hearing to consider whether to update the Land Use Assumptions, Capital Improvement Plan, and Impact Fees for roadway facilities.

Section 1. A public hearing of the City Council shall be held on April 5, 2022, at 6:00 PM at City Hall, 1400 Schertz Parkway, Building #4 Schertz, Texas, for the purpose of considering amendments to the Land Use Assumptions, Capital Improvement Plans, and Impact Fees for roadway facilities.

Section 2. Notice of the public hearing shall be published in the City's newspaper of record at least 30-days prior to the public hearing date.

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

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

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

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

Section 7. It is officially found, determined, and declared that the meeting at which

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

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

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

PASSED AND ADOPTED, this 22nd day of February 2022.

CITY OF SCHERTZ, TEXAS

  
\_\_\_\_\_  
Mayer, Ralph Gutierrez

ATTEST:

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



**CITY OF SCHERTZ  
NOTICE OF PUBLIC HEARING ON  
AMENDMENT OF IMPACT FEES**

The Schertz City Council will conduct a public hearing on Tuesday, April 5, 2022 at 6:00 p.m. at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas, 78154 to consider and act upon the following items:  
Ord. No. 22-T-12: Conduct a public hearing and consideration and/or action of an amendment of land use assumptions and a capital improvements plan and imposition of an impact fee. Any member of the public has the right to appear at the public hearing and present evidence for or against the roadway impact fee.  
More information, including the detailed report to be reviewed by the City Council, can be found at [Schertz.com](http://Schertz.com). Questions may be directed to Kathryn Woodlee, City Engineer (210) 619-1800.



# **CAPITAL IMPROVEMENTS ADVISORY COMMITTEE MINUTES**

## **March 23, 2022**

The Schertz Capital Improvement Advisory Committee convened on March 23, 2022 at 6:00 p.m. at the Municipal Complex, Council Chambers, 1400 Schertz Parkway Building #4, Schertz, Texas.

Present: Glen Outlaw, Chairman; Ernest Evans, Vice Chairman; Richard Braud, Commissioner; Jimmy Odom, Commissioner; Gordon Rae, Commissioner; Judy Goldick, Commissioner; Roderick Hector, Commissioner; Mark Penshorn, Board Member; Bryan L. Jones, Board Member

City Staff: Brian James, Assistant City Manager

Kathy Woodlee, City Engineer

Daniel Santee, City Attorney

Emily Delgado, Senior Planner

Megan Harrison, Planner

Tiffany Danhof, Administrative Assistant

### **1. CALL TO ORDER / ROLL CALL THE CAPITAL IMPROVEMENT ADVISORY COMMITTEE MEETING**

Chairman Mr. Outlaw called the meeting to order at 6:00 P.M.

### **2. SEAT ALTERNATE TO ACT IF REQUIRED**

No one was seated as the alternate.

### **3. HEARING OF RESIDENTS**

*This time is set aside for any person who wishes to address the Capital Improvement Advisory Committee. Each person should fill out the Speaker's register prior to the meeting. Presentations should be limited to no more than three (3) minutes. Discussion by the Committee 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.*

*Residents who choose to watch the meeting via live stream, but who would like to participate in the Hearing of Residents, should email their comments to the Planning Division, at [planning@schertz.com](mailto:planning@schertz.com) by 5:00p.m. on Tuesday, November 16, 2021, so that the Planning Division 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 number if applicable or subject of discussion, and your comments.*

*No one spoke.*

#### **4. PUBLIC HEARING:**

**A.** ZC2022-006 Hold a public hearing, discussion and possible action to approve a recommendation to the City Council regarding an amendment of land use assumptions and a capital improvements plan and imposition of an impact fee.

Mr. Eddie Haas with Freese & Nichols provided a presentation.

Mr. Outlaw opened the public hearing at 6:16 P.M.

No one spoke.

Mr. Outlaw closed the public hearing at 6:17 P.M.

There was a discussion on:

- Minor Amendment to include additional areas based on recent annexations
- Impact fee calculations including difference between residential and non-residential
- Comparison to bench mark cities
- Policy decisions and collection rate
- Clarification on land use assumptions
- Timing of future Capital Improvement Plan updates
- The Roadway Impact Fee calculator on [www.schertz.com](http://www.schertz.com)
- Clarification on population study

Motioned by Commissioner Jimmy Odom, seconded by Board Member Bryan L. Jones to recommend approval

**Vote:** 9 - 0 Passed

#### **5. ADJOURNMENT OF THE CAPITAL IMPROVEMENT ADVISORY COMMITTEE MEETING**

Chairman Mr. Outlaw adjourned the regular meeting at 7:00 P.M.

## ***ARTICLE VII. ROADWAY CAPITAL RECOVERY FEES***

### **Sec. 78-170. Short title.**

This article be known and cited as the Schertz Roadway Capital Recovery Fees Article.

(Ord. No. 18-M-13 , § 1(Exh. A), 3-27-2018)

### **Sec. 78-171. Purpose.**

This article is intended to ensure the provision of adequate roadway facilities to serve new development in the city by requiring each development to pay its share of the costs of such improvements necessitated by and attributable to such new development.

(Ord. No. 18-M-13 , § 1(Exh. A), 3-27-2018)

### **Sec. 78-172. Authority.**

This article is adopted pursuant to V.T.C.A., Local Government Code ch. 395 and the City Charter. The provisions of this article shall not be construed to limit the power of the city to utilize all powers and procedures authorized under V.T.C.A., Local Government Code ch. 395, or other methods authorized under state law or pursuant to other city powers to accomplish the purposes set forth herein, either in substitution or in conjunction with this article. Guidelines may be developed by ordinance, resolution, or otherwise to implement and administer this article.

(Ord. No. 18-M-13 , § 1(Exh. A), 3-27-2018)

### **Sec. 78-173. Definitions.**

*Assessment* means the determination of the amount of the maximum capital recovery fee per service unit which can be imposed on new development pursuant to this article. The amount of the capital recovery fee per service unit is a measure of the traffic impact on system facilities created by the new development.

*Capital improvement* means a roadway facility with a life expectancy of three or more years, to be owned and operated by or on behalf of the city (including the city's share of costs for roadways and associated improvements designated as a numbered highway on the official federal or state highway system). "Capital improvement" applies to a newly constructed roadway facility or to the expansion of an existing roadway facility necessary to serve new development.

*Capital improvements plan for roadway capital recovery fees* identifies the capital improvements or facility expansions and associated costs for each roadway service area that are necessitated by and which are attributable to new development within the service area, for a period not to exceed ten years, which capital improvements are to be financed in whole or in part through the imposition of roadway capital recovery fees pursuant to this article. The capital improvements plan for roadway capital recovery fees is set out in the adopted "Schertz Roadway Impact Fee Capital Improvements Plan Final Report" adopted by resolution of the city council, and attached to Ord. No. 18-M-13 as exhibit B [and the 2021 Roadway Impact Fee Program Amendment Technical Memorandum attached to Ordinance 22-T-12 as Exhibit A.](#)

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*Capital recovery fee or roadway capital recovery fee (also referred to as roadway impact fee)* means a charge or assessment imposed by the city, pursuant to this article, against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development. "Capital recovery fees" or "roadway capital recovery fees" do not include road escrow payments for site-related facilities imposed under facility agreements in existence on the effective date of this article. The term also does not include dedication of rights-of-way or easements or construction or dedication of drainage facilities, streets, sidewalks, or curbs if the dedication or construction is required by the subdivision ordinance and is necessitated by and attributable to the new development.

*Capital recovery plan or Impact fee plan* means the plan that identifies the calculation of the maximum assessable capital recovery fee for each service area based on the adopted capital improvements plan and land use assumptions. The capital recovery plan is set out in the "2017 Schertz Roadway Impact Fee Final Report" and attached to Ord. No. 18-M-13 as exhibit C [and the 2021 Roadway Impact Fee Program Amendment Technical Memorandum attached to Ord. 22-T-12 as Exhibit A.](#)

*City* means the City of Schertz, Texas.

*Credit* means:

- (1) When used in the context of determining the maximum assessable capital recovery fee per service unit, an amount equal to:
  - a. That portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the capital improvements plan; or
  - b. In the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan; or
- (2) When used in the context of determining the offset for system facilities, the amount of the reduction of an capital recovery fee designed to fairly reflect the value of any construction of, contributions to, or dedications of a system facility agreed to or required by the city as a condition of development approval, pursuant to rules herein established or pursuant to city council-approved administrative guidelines which value shall be credited on a vehicle mile basis against roadway facilities capital recovery fees otherwise due from the development and which credits are hereinafter referred to as an "offset" or "offsets" to avoid confusion.

*Development unit or development units* is the expression of the magnitude of the transportation demand created by each land use planned within a particular development and is used to compute the number of service units consumed by each individual land use application.

*Final plat recordation or recordation of a final plat* means the point at which the applicant has complied with all conditions precedent to recording an approved final plat (minor plat or record plat) in the county, including the final completion of and acceptance by the city of any infrastructure or other improvements required by the subdivision ordinance or any other ordinance and the plat is filed for record with the county clerk's office.

*Land use assumptions* means and includes a description of the service areas and the projections of population and employment growth and associated changes in land uses, densities and intensities adopted by the city, as may be amended from time to time, in each service area over a ten-year period upon which the roadway improvements plan is based. The land use assumptions are set out in the adopted document "Schertz Roadway Impact Fee Land Use Assumptions Final Report" adopted by resolution of the city council, and attached to Ord. No. 18-M-13 as exhibit D [and the 2021 Roadway Impact Fee Program Amendment Technical Memorandum attached to Ord. 22-T-12 as Exhibit A.](#)

*Land use vehicle-mile equivalency table or LUVMET* is a table that provides the standardized measure of consumption or use of roadway facilities attributable to a new development based on the land use category of the

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development and historical data and trends applicable to the city during the previous ten years. The LUVMET recognizes and expresses the magnitude of the transportation demand created by different land use categories within a particular development and allow different uses of land to more accurately bear the cost and expense of the impacts generated by such uses. The LUVMET expresses the number of service units consumed by each individual land use application as "vehicle miles (per development unit)." The applicable LUVMET is included by reference as Table 7 of the capital recovery plan. For land use categories with no applicability to those on Table 7, the applicant may petition for the use of an appropriate vehicle-mile equivalent by submitting a trip generation study including trip rates and lengths reflecting specific conditions of the proposed land use and local trip lengths. The study must include enough data to be statistically valid and approval will be at the discretion of the city manager or designee.

*New development* means a project involving the subdivision of land and/or the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure, or any use or extension of the use of land which has the effect of increasing the requirements for capital improvements, measured by an increase in the number of service units to be generated by such activity, and which requires either the approval and filing with the county of a plat pursuant to the city's subdivision ordinance or the issuance of a building permit.

*Offset or offsets* means the amount of the reduction of an capital recovery fee designed to fairly reflect the value of any construction of, contributions to, or dedications of a system facility agreed to or required by the city as a condition of development approval, pursuant to rules herein established, using the values established in the capital recovery plan, or pursuant to city council-approved administrative guidelines which value shall be credited on a vehicle mile basis against roadway facilities capital recovery fees otherwise due from the development.

*Preliminary plat approval* means the point at which the applicant has complied with all conditions of approval and the plat has been approved by the planning and zoning commission.

*Recoup* means to reimburse the city for capital improvements which the city has previously installed or caused to be installed.

*Roadway* means any freeway, expressway or arterial or collector streets or roads designated in the city's adopted master thoroughfare plan, as may be amended from time to time. The term includes the city's share of costs for roadways designated as a numbered highway on the official federal or state highway system.

*Roadway facility* means an improvement or appurtenance to a roadway which includes, but is not limited to, rights-of-way, whether conveyed by deed or easement; intersection improvements; traffic signals; turn lanes; drainage facilities associated with the roadway; street lighting or curbs. "Roadway facility" also includes any improvement or appurtenance to an intersection with a roadway officially enumerated in the federal or state highway system. "Roadway facility" includes the city's share of costs for roadways and associated improvements designated as a numbered highway on the official federal or state highway system, including local matching funds and costs related to utility line relocation and the establishment of curbs, gutters, drainage appurtenances, and rights-of-way. "Roadway facility" excludes those improvements or appurtenances to a roadway which are site-related facilities.

*Roadway service area or roadway benefits area* means the geographic area(s) within the city's corporate limits, which do not exceed six miles and within which geographic area(s) roadway capital recovery fees for capital improvements will be collected for new development occurring within such area, and within which fees so collected will be expended for those capital improvements identified in the capital improvements plan to be located within the roadway service area. "Roadway service area" does not include any land outside the city limits. Roadway service areas are shown on Figure 1 of the [2021 Roadway Impact Fee Program Amendment Technical Memorandum that is part of the](#) capital recovery plan.

*Service unit* means one vehicle mile of travel in the afternoon peak hour of traffic and is also referred to as a "vehicle mile."

*Service unit equivalent* means the amount of capacity created by contribution of a capital improvement on behalf of a new development, expressed in vehicle miles.

*Single family residential lot* means a lot platted to accommodate a single family or a duplex dwelling unit, as authorized under the city's zoning regulations.

*Site-related facility* means an improvement or facility which is constructed for the primary use or benefit of a new development and/or which is for the primary purpose of safe and adequate provision of roadway facilities to serve the new development and which is not included in the roadway improvements plan and for which the developer or property owner is solely responsible under the subdivision, and/or other applicable, regulations.

*System facility* means a capital improvement which is designated in the capital improvements plan and which is not a site-related facility. A system facility may include a capital improvement which is located off-site, within, or on and along the perimeter of the new development site.

(Ord. No. 18-M-13 , § 1(Exh. A), 3-27-2018)

#### **Sec. 78-174. Applicability.**

The provisions of this article apply to all new developments within the corporate boundaries of the city. The provisions of this article apply uniformly within each roadway benefit area.

(Ord. No. 18-M-13 , § 1(Exh. A), 3-27-2018)

#### **Sec. 78-175. Roadway capital recovery fees per service unit.**

(a) The maximum assessable capital recovery fee per service unit (post-credit) for any use in each service area platted on or before April 12, 2022 shall be as calculated and documented in the capital recovery plan as follows:

- (1) The capital recovery fee per service unit in Service Area 1 is \$1,647.53.
- (2) The capital recovery fee per service unit in Service Area 2 is \$1,327.89.
- (3) The capital recovery fee per service unit in Service Area 3 is \$1,044.48.
- (4) The capital recovery fee per service unit in Service Area 4 is \$2,392.72.

(b) The maximum assessable capital recovery fee per service unit (post-credit) for any use in each service area platted on or after April 13, 2022 shall be as calculated and documented in the capital recovery plan per the 2021 Roadway Impact Fee Program Amendment Technical Memorandum as follows:

- (1) The capital recovery fee per service unit in Service Area 1 is \$1,614.54.
- (2) The capital recovery fee per service unit in Service Area 2 is \$1,350.25.
- (3) The capital recovery fee per service unit in Service Area 3 is \$1,061.26.
- (4) The capital recovery fee per service unit in Service Area 4 is \$2,386.93.

(c) The assessable capital recovery fee per service unit set forth herein that is assessed to new development, as may be amended from time to time, is declared to be the roughly proportionate measure of the impact(s) generated by a new unit of development on the city's transportation system. To the extent that the capital recovery fee per service unit collected is less than the maximum assessable capital recovery fee per service

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unit (post credit), as calculated and documented in the capital recovery plan, such difference is hereby declared to be founded on policies unrelated to the measurement of the actual impacts of the development on the city's transportation system. The maximum assessable capital recovery fee per service unit may be used in evaluating any claim by an applicant, developer, or property owner that the dedication, construction, or contribution of a capital improvement imposed as a condition of development approval pursuant to the city's regulations is not roughly proportionate to the impact(s) of the new development on the city's transportation system.

(Ord. No. 18-M-13 , § 1(Exh. A), 3-27-2018)

#### **Sec. 78-176. Assessment of capital recovery fees.**

- (a) Assessment of the capital recovery fee per service unit for any new development shall be made as follows:
  - (1) Assessment of capital recovery fee shall be made at the time of recordation of a final plat and shall be the amount of the maximum assessable capital recovery fee per service unit.
  - (2) Development on a lot for which a final plat has been recorded prior to the effective date of this article (March 27, 2018) shall not be charged a capital recovery fee for any complete building permit application submitted within 18 months from the effective date of this article (September 27, 2019).
  - (3) Development on a lot for which a preliminary plat was approved prior to the effective date of this article (March 27, 2018) shall not be charged a capital recovery fee for any complete building permit application submitted within one year from the effective date of this article (March 27, 2019).
  - (4) Any other development will be charged a capital recovery fee for a complete building permit application submitted after the date of adoption of the ordinance (March 27, 2018).
- (b) Following assessment of the capital recovery fee pursuant to subsection (a), the amount of the capital recovery fee assessed per service unit for that new development cannot be increased, unless the owner proposes to change the approved development by the submission of a new application for final plat approval or replat approval, in which case new assessment shall occur at the maximum assessable, applicable rate then in effect.
- (c) Following the vacating of any plat or submittal of any replat, a new assessment must be made in accordance with section 78-175.
- (d) Approval of an amending plat pursuant to Texas Local Government Code § 212.016 and the UDC is not subject to reassessment of a capital recovery fee hereunder provided that the use of the property remains the same.

(Ord. No. 18-M-13 , § 1(Exh. A), 3-27-2018)

#### **Sec. 78-177. Payment and collection of capital recovery fees.**

- (a) For all new developments, capital recovery fees shall be collected at the time of application for and in conjunction with the issuance of a building permit. The capital recovery fees to be paid and collected are as follows:
  - (1) The capital recovery fee per service unit for residential use shall be \$600.00 beginning the effective date of this article (March 27, 2018) until the last day of the second year from the effective date of this article (March 26, 2020).

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- (2) The capital recovery fee per service unit for residential use shall be \$800.00 beginning on the first day of the third year from the effective date of this article (March 27, 2020) and continuing until the last day of the third year from the effective date of this article (March 26, 2021).
  - (3) The capital recovery fee per service unit for residential use shall be \$900.00 beginning on the first day of the fourth year from the effective date of this article (March 27, 2021) and continuing until the last day of the fourth year from the effective date of this article (March 26, 2022).
  - (4) The capital recovery fee per service unit for residential use shall be \$1,000.00 beginning on the first day of the fifth year from the effective date of this article (March 27, 2022) and continuing until a new rate is adopted.
- (b) The capital recovery fee per service unit for nonresidential use for all roadway service areas shall be as follows:
- (1) The capital recovery fee per service unit for nonresidential use shall be \$100.00 beginning the effective date of this article (March 27, 2018) until the last day of the third year from the effective date of this article (March 26, 2021).
  - (2) The capital recovery fee per service unit for nonresidential use shall be \$175.00 beginning on the first day of the fourth year from the effective date of this article (March 27, 2021) and continuing until a new rate is adopted.
- (c) The city reserves the right to enter into an agreement with a developer for a different time and manner of payment of capital recovery fees in which case the agreement shall determine the time and manner of payment.
- (d) The city shall compute the capital recovery fees to be paid and collected for the new development in the following manner:
- (1) Determine the number of development units for each land use category in the new development using Table 7 of the capital recovery plan.
  - (2) Multiply the number of development units for each land use category in the new development by the vehicle miles (per development unit) for each such land use category also found in Table 7 of the capital recovery plan to determine the number of service units attributable to the new development.
  - (3) If an offset agreement providing for offsets and credits against capital recovery fees exists, the number of service units attributable to the new development shall be reduced by subtracting available service unit equivalents as provided in section 78-178. If adequate service unit equivalents for offsets and credits are available in an amount equal to or greater than the number of service units generated (required) by this new development, no fee is paid, but the pool of available service unit equivalents shall be reduced accordingly.
  - (4) The amount of capital recovery fees to be collected shall be determined by multiplying the number of service units for the new development by the applicable capital recovery fee per service unit identified herein and shall be calculated at the time of application for and in conjunction with the issuance of a building permit.
- (e) If the building permit for which a capital recovery fee has been paid has expired, and a new application is thereafter filed, the capital recovery fees shall be computed using the LUVMET and the applicable capital recovery fee per service unit identified herein with credits for previous payment of fees being applied against any new fees due.
- (f) Whenever the property owner proposes to increase the number of service units for a development, the additional capital recovery fees collected for such new service units shall be determined by using the



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LUVMET and applicable fee per service unit identified herein, and such additional fees shall be collected at the times prescribed by this section.

(Ord. No. 18-M-13 , § 1(Exh. A), 3-27-2018)

**Sec. 78-178. Offsets and credits against capital recovery fees.**

- (a) The city shall offset the reasonable value of any system facility which has been dedicated to and has been accepted by the city no more than 18 months prior to the effective date of this article (September 27, 2016), or offset the amount of any contributions to such facility, against the amount of the roadway capital recovery fees due, in accordance with the rules set forth in this section. The value of an offset must be stated in service units.
- (b) This subsection applies only to an offset associated with a capital improvement on the capital improvement plan contributed to the city no more than 18 months prior to the effective date of this article (September 27, 2016).
  - (1) For purposes of this subsection (b), an offset associated with a capital improvement on the roadway improvement plan contributed to the city no more than 18 months prior to the effective date of this article (September 27, 2016) is created at the time that the city accepts the system facility for dedication or as may be otherwise stipulated in a binding agreement for the facility pursuant to the city's subdivision regulations.
  - (2) At the time the offset is created, if no offset agreement exists, the developer shall apply for an offset agreement, and the agreement thereafter shall be enforced in accordance with the following terms, providing:
    - a. Identification of the plat with which the offset is to be associated;
    - b. The amount of the capacity created by the system facility, expressed in service unit equivalents;
    - c. A provision stating that the offset may be used to reduce capital recovery fees imposed on new developments contained within the land subject to the associated plat after the effective date of the agreement; and
    - d. A provision that the amount of the offset shall be determined by estimating the number of service unit equivalents of capacity supplied by the system facility (as set forth in the capital recovery plan), reduced by:
      - 1. The number of service units developed within the plat since the contribution of the system facility, using the LUVMET;
      - 2. The amount of the city's participation in the excess costs of the system facility (expressed in service unit equivalents); and
      - 3. The amount of any payments received from other new developments utilizing the system facility (expressed in service unit equivalents); and
    - e. A provision for reimbursement of any unused offsets consistent with subsection (b)(4) of this section.
    - f. A provision stating that in those instances where the city determines the unique characteristics of a roadway segment (such as drainage, topography, easements required, absence of roadway segments remaining in service area) and the projected cost to construct a section of roadway is not roughly proportionate to the dollar value of the vehicle mile credits which may be awarded for that roadway section, the city may consider, upon request of the developer, awarding capital recovery fee offsets based upon the developer's verified, actual costs of said roadway section.

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The developer may assign the offset agreement with the city's consent, but in no event shall the offsets provided for in the agreement be transferred to any development not subject to the plat associated with such offsets.

- (3) The developer may petition the city council for offsets for contribution of a capital improvement, including road right-of-way, which is not identified in the capital improvements plan, if the improvement will supply capacity to new developments other than to the development seeking the offset, at the time the facility is accepted by the city or a binding facilities agreement for the facility is executed pursuant to the city's subdivision regulations. If the petition is granted, the terms shall be incorporated into an offset agreement as provided in subsection (b)(2) hereof. The agreement shall also provide that the amount of the offset shall not exceed the capacity of the capital improvement that is estimated to be provided.
- (4) As provided in the offset agreement required by subsection (b)(2), hereof, the developer may apply for reimbursement of excess offsets following either completion of all development subject to the plat with which the offsets are associated or after ten years following execution of the offset agreement. The following rules apply to such reimbursement, and shall be incorporated into the offset agreement.
- a. The developer must apply for reimbursement within six months following either:
    1. Completion of all development subject to the plat with which the offsets are associated; or
    2. Ten years after the date of execution of the offset agreement.
  - b. The following terms shall be incorporated into the reimbursement agreement and the agreement shall be enforced in accordance with such terms:
    1. A provision stating that the amount to be reimbursed shall be equal to the number of unused offsets (expressed as a number of service units) multiplied by a fraction equal to the capital recovery fee per service unit to be collected, as set forth herein in effect on the date of execution of the offset agreement, divided by the maximum assessable capital recovery fee per service unit, as set forth herein and in the capital recovery plan in effect on the date of execution of the offset agreement;
    2. A provision stating that the amount to be reimbursed may be further equitably reduced, if fewer than 50 percent of the number of service units in the plat with which the system facility giving rise to the offset have been developed on the date of application for reimbursement;
    3. A provision stating that repayment shall be made within five years from the date of execution of the reimbursement agreement, from roadway capital recovery fees collected within the same roadway service area in which the property in question is located, subject to the availability of such funds;
    4. A provision that termination or reduction of the city's authority under state law to impose capital recovery fees for roadway facilities shall terminate or correspondingly reduce any obligation of the city to make payments under the offset agreement; and
    5. A provision stating that, in converting the offsets from service unit equivalents to a dollar value, the number of service unit equivalents shall be multiplied by the value of a service unit expressed in dollars using the rates set forth herein in effect at the time the offset agreement was executed.
  - c. Execution of a reimbursement agreement shall automatically terminate any offsets associated with a plat pursuant to an offset agreement. Thereafter, new development within the area subject to the plat shall pay roadway capital recovery fees in accordance with schedule 1 then in effect.

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(Ord. No. 18-M-13 , § 1(Exh. A), 3-27-2018)

**Sec. 78-179. Use of proceeds of roadway capital recovery fees.**

- (a) The capital recovery fees collected within each roadway benefit area may be used to finance, pay for or to recoup the costs of any roadway facility identified in the capital improvements plan for the roadway benefit area, including the construction contract price, surveying and engineering fees, land acquisition costs (including land purchases, court awards and costs, attorney's fees, and expert witness fees), and amounts designated in any reimbursement agreements executed pursuant to this article.
- (b) Capital recovery fees may be used to pay for the contract services of an independent qualified engineer or financial consultant preparing or updating the capital improvements plan who is not an employee of the political subdivision.
- (c) Capital recovery fees also may be used to pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by or on behalf of the city to finance such capital improvement.

(Ord. No. 18-M-13 , § 1(Exh. A), 3-27-2018)

**Sec. 78-180. Appeals.**

- (a) The property owner or applicant for a new development may appeal the following administrative decisions to the city council:
  - (1) The applicability of a capital recovery fee to the new development;
  - (2) The amount of the capital recovery fee due;
  - (3) The availability of, the amount of, or the expiration of an offset or a credit;
  - (4) The application of an offset against a capital recovery fee due;
  - (5) The amount of the capital recovery fee in proportion to the benefit received by the new development;  
or
  - (6) The amount of a refund due, if any.
- (b) The appellant shall state the basis for the appeal in writing with particularity. The burden of proof shall be on the appellant to demonstrate that the amount of the fee or the amount of the offset was not calculated according to the rules set forth in this article or by administrative guideline adopted by the city council. The appellant shall submit any traffic study or other documents upon which he relies to the city with the request for appeal.
- (c) The appellant must file a notice of appeal with the city secretary within 30 days following the decision. If the notice of appeal is accompanied by a bond or other sufficient surety with offices for local presentment in a form satisfactory to the city attorney in an amount equal to the original determination of the capital recovery fee due, the development application may be processed while the appeal is pending.
- (d) The appellant shall promptly pay to the city the full amount of the capital recovery fee determined to be due by the city council regarding such appeal. Failure to promptly pay such capital recovery fee within five business days after the city council's determination on the appeal shall serve as authority for the city to present the bond or other surety to the bonding company or financial institution for performance with no other or further notice or contact with the appellant.

(Ord. No. 18-M-13 , § 1(Exh. A), 3-27-2018)

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**Sec. 78-181. Refunds.**

- (a) Any capital recovery fee or portion thereof collected pursuant to this article which has not been expended within the applicable roadway service area for an authorized purpose within ten years from the date of payment shall be refunded, upon application, to the record owner of the property at the time the refund is paid or, if the capital recovery fee, was paid by another governmental entity, to such governmental entity, together with interest calculated from the date of collection to the date of refund at the statutory rate as set forth in the Texas Finance Code § 302.002 of or its successor statute. The application for refund pursuant to this section shall be submitted in writing within 60 days after the expiration of the ten-year period for expenditure of the fee. A capital recovery fee shall be considered expended on a first-in, first-out basis.
- (b) A capital recovery fee collected pursuant to this article shall be considered expended if the total expenditures for capital improvements authorized in this article within the roadway service area within ten years following the date of payment exceed the total fees collected for such improvements during that time period.
- (c) If a refund is due pursuant to subsections (a) or (b), the city shall prorate the refund by dividing the difference between the amount of expenditures and the amount of the fees collected by the total number of service units assumed within the roadway service area for the period to determine the refund due per service unit. The refund to the record owner shall be calculated by multiplying the refund due per service unit by the number of service units for the new development for which the fee was paid, and interest due shall be calculated upon that amount.
- (d) If the building permit for a new development for which a capital recovery fee has been paid has expired and a modified or new application has not been filed within six months of such expiration, the city shall, upon written application, refund the amount of the capital recovery fee to the applicant. The city may establish guidelines for refunding of capital recovery fees collected for which construction plans have been abandoned.

(Ord. No. 18-M-13 , § 1(Exh. A), 3-27-2018)

**Sec. 78-182. Relief procedures.**

- (a) Any person who has paid a capital recovery fee or an owner of land upon which an capital recovery fee has been paid may petition the city council to determine whether any duty required by this article has not been performed within the time so prescribed. The petition shall be in writing and shall state the nature of the unperformed duty and request that the act be performed within 60 days of the request. If the city council determines that the duty is required, pursuant to the ordinance and is late in being performed, it shall cause the duty to commence within 60 days of the date of the request and to continue until completion.
- (b) The city council may grant a variance or waiver from any requirement of this article, upon written request by a developer or owner of property subject to the ordinance, following a public hearing, and only upon finding that a strict application of such requirement would when regarded as a whole result in confiscation of the property.
- (c) If the city council grants a variance or waiver to the amount of the capital recovery fee due for a new development under this section, it may cause to be appropriated from other city funds the amount of the reduction in the capital recovery fee to the account, for the roadway benefit area, in which the property is located.

(Ord. No. 18-M-13 , § 1(Exh. A), 3-27-2018)

**ORDINANCE NO. 22-T-12  
ROADWAY CAPITAL RECOVERY FEES**

**AN ORDINANCE OF THE CITY OF SCHERTZ, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SCHERTZ, TEXAS BY AMENDING CHAPTER 78, ARTICLE VII: ROADWAY CAPITAL RECOVERY FEES; INCORPORATING AMENDED LAND USE ASSUMPTIONS AND AMENDED CAPITAL IMPROVEMENT PLANS FOR SUCH FACILITIES; PROVIDING FOR COLLECTION OF IMPACT FEES; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING FOR A PENALTY CLAUSE FOR VIOLATIONS OF THIS ORDINANCE.**

**WHEREAS**, the City of Schertz is responsible for and committed to the provision of public facilities at levels necessary to cure any existing roadway facility deficiencies in already developed areas and insure the provisions of adequate roadway facilities in the future; and

**WHEREAS**, such facilities shall be provided by the City utilizing funds allocated in the capital budget and capital improvements programming processes and relying upon the funding sources indicated therein; and

**WHEREAS**, new residential and nonresidential development causes and imposes increased demands upon roadway facilities that would not otherwise occur; and

**WHEREAS**, planning projections indicate that such development will continue and will place ever-increasing demands on the City to provide necessary roadway facilities improvements and expansion; and

**WHEREAS**, to the extent that such new development places demands upon the roadway facility infrastructure, those demands should be satisfied by more equitably assigning responsibility for financing the provision of such facilities from the public at large to the developments actually creating the demands for them; and

**WHEREAS**, the amount of the roadway capital recovery fee to be imposed shall be determined by the cost of the additional roadway facilities needed to support such development, which roadway facilities shall be identified in a capital improvements program; and

**WHEREAS**, the City Council has previously approved land use assumptions and capital improvement plans for purposes of adopting roadway capital recovery fees and adopted Ordinance 18-M-13; and,

**WHEREAS**, the City Council, after careful consideration of the matter, and upon recommendations from the Capital Improvement Advisory Committee hereby finds and declares that roadway capital recovery fees imposed upon residential and nonresidential development to finance specified public roadway facilities, the demand for which is created by such development, is in the best interests of the general welfare of the City and

its residents, is equitable, and does not impose an unfair burden on such development; and

**WHEREAS**, the City Council after careful consideration of the matter and upon the recommendation of the Capital Improvements Advisory Committee find the need to adopt amended land use assumptions and an amended capital improvements plan establishing new maximum assessable impact fees; and

**WHEREAS**, the City Council finds that in all things the City has complied with said Chapter 395 of the Texas Local Government Code as the applicable state statute in the notice, adoption, promulgation and methodology necessary to adopt amended Roadway Capital Recovery Fees;

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

**Section 1.** The Code of Ordinances of the City of Schertz is hereby amended by amending Chapter 78 Article VII Roadway Capital Recovery Fees as set forth in Exhibit A and incorporated herein by reference.

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

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

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

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

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

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

PASSED ON FIRST READING, the 5th day of April, 2022.

PASSED, APPROVED and ADOPTED ON SECOND READING, the 12<sup>th</sup> day of April, 2022.

CITY OF SCHERTZ, TEXAS

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Ralph Gutierrez, Mayor

ATTEST:

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City Secretary, Brenda Dennis

(CITY SEAL)

EXHIBIT A: Code Amendment

EXHIBIT B: 2021 Roadway Impact Fee Program Amendment Technical Memorandum

## Exhibit A



## **ARTICLE VII. ROADWAY CAPITAL RECOVERY FEES**

### **Sec. 78-170. Short title.**

This article be known and cited as the Schertz Roadway Capital Recovery Fees Article.

(Ord. No. 18-M-13 , § 1(Exh. A), 3-27-2018)

### **Sec. 78-171. Purpose.**

This article is intended to ensure the provision of adequate roadway facilities to serve new development in the city by requiring each development to pay its share of the costs of such improvements necessitated by and attributable to such new development.

(Ord. No. 18-M-13 , § 1(Exh. A), 3-27-2018)

### **Sec. 78-172. Authority.**

This article is adopted pursuant to V.T.C.A., Local Government Code ch. 395 and the City Charter. The provisions of this article shall not be construed to limit the power of the city to utilize all powers and procedures authorized under V.T.C.A., Local Government Code ch. 395, or other methods authorized under state law or pursuant to other city powers to accomplish the purposes set forth herein, either in substitution or in conjunction with this article. Guidelines may be developed by ordinance, resolution, or otherwise to implement and administer this article.

(Ord. No. 18-M-13 , § 1(Exh. A), 3-27-2018)

### **Sec. 78-173. Definitions.**

*Assessment* means the determination of the amount of the maximum capital recovery fee per service unit which can be imposed on new development pursuant to this article. The amount of the capital recovery fee per service unit is a measure of the traffic impact on system facilities created by the new development.

*Capital improvement* means a roadway facility with a life expectancy of three or more years, to be owned and operated by or on behalf of the city (including the city's share of costs for roadways and associated improvements designated as a numbered highway on the official federal or state highway system). "Capital improvement" applies to a newly constructed roadway facility or to the expansion of an existing roadway facility necessary to serve new development.

*Capital improvements plan for roadway capital recovery fees* identifies the capital improvements or facility expansions and associated costs for each roadway service area that are necessitated by and which are attributable to new development within the service area, for a period not to exceed ten years, which capital improvements are to be financed in whole or in part through the imposition of roadway capital recovery fees pursuant to this article. The capital improvements plan for roadway capital recovery fees is set out in the adopted "Schertz Roadway Impact Fee Capital Improvements Plan Final Report" adopted by resolution of the city council, and attached to Ord. No. 18-M-13 as exhibit B and the 2021 Roadway Impact Fee Program Amendment Technical Memorandum attached to Ordinance 22-T-12 as Exhibit A.

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*Capital recovery fee or roadway capital recovery fee (also referred to as roadway impact fee)* means a charge or assessment imposed by the city, pursuant to this article, against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development. "Capital recovery fees" or "roadway capital recovery fees" do not include road escrow payments for site-related facilities imposed under facility agreements in existence on the effective date of this article. The term also does not include dedication of rights-of-way or easements or construction or dedication of drainage facilities, streets, sidewalks, or curbs if the dedication or construction is required by the subdivision ordinance and is necessitated by and attributable to the new development.

*Capital recovery plan or Impact fee plan* means the plan that identifies the calculation of the maximum assessable capital recovery fee for each service area based on the adopted capital improvements plan and land use assumptions. The capital recovery plan is set out in the "2017 Schertz Roadway Impact Fee Final Report" and attached to Ord. No. 18-M-13 as exhibit C and the 2021 Roadway Impact Fee Program Amendment Technical Memorandum attached to Ord. 22-T-12 as Exhibit A.

*City* means the City of Schertz, Texas.

*Credit* means:

- (1) When used in the context of determining the maximum assessable capital recovery fee per service unit, an amount equal to:
  - a. That portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the capital improvements plan; or
  - b. In the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan; or
- (2) When used in the context of determining the offset for system facilities, the amount of the reduction of an capital recovery fee designed to fairly reflect the value of any construction of, contributions to, or dedications of a system facility agreed to or required by the city as a condition of development approval, pursuant to rules herein established or pursuant to city council-approved administrative guidelines which value shall be credited on a vehicle mile basis against roadway facilities capital recovery fees otherwise due from the development and which credits are hereinafter referred to as an "offset" or "offsets" to avoid confusion.

*Development unit or development units* is the expression of the magnitude of the transportation demand created by each land use planned within a particular development and is used to compute the number of service units consumed by each individual land use application.

*Final plat recordation or recordation of a final plat* means the point at which the applicant has complied with all conditions precedent to recording an approved final plat (minor plat or record plat) in the county, including the final completion of and acceptance by the city of any infrastructure or other improvements required by the subdivision ordinance or any other ordinance and the plat is filed for record with the county clerk's office.

*Land use assumptions* means and includes a description of the service areas and the projections of population and employment growth and associated changes in land uses, densities and intensities adopted by the city, as may be amended from time to time, in each service area over a ten-year period upon which the roadway improvements plan is based. The land use assumptions are set out in the adopted document "Schertz Roadway Impact Fee Land Use Assumptions Final Report" adopted by resolution of the city council, and attached to Ord. No. 18-M-13 as exhibit D and the 2021 Roadway Impact Fee Program Amendment Technical Memorandum attached to Ord. 22-T-12 as Exhibit A.

*Land use vehicle-mile equivalency table or LUVMET* is a table that provides the standardized measure of consumption or use of roadway facilities attributable to a new development based on the land use category of the

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development and historical data and trends applicable to the city during the previous ten years. The LUVMET recognizes and expresses the magnitude of the transportation demand created by different land use categories within a particular development and allow different uses of land to more accurately bear the cost and expense of the impacts generated by such uses. The LUVMET expresses the number of service units consumed by each individual land use application as "vehicle miles (per development unit)." The applicable LUVMET is included by reference as Table 7 of the capital recovery plan. For land use categories with no applicability to those on Table 7, the applicant may petition for the use of an appropriate vehicle-mile equivalent by submitting a trip generation study including trip rates and lengths reflecting specific conditions of the proposed land use and local trip lengths. The study must include enough data to be statistically valid and approval will be at the discretion of the city manager or designee.

*New development* means a project involving the subdivision of land and/or the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure, or any use or extension of the use of land which has the effect of increasing the requirements for capital improvements, measured by an increase in the number of service units to be generated by such activity, and which requires either the approval and filing with the county of a plat pursuant to the city's subdivision ordinance or the issuance of a building permit.

*Offset or offsets* means the amount of the reduction of an capital recovery fee designed to fairly reflect the value of any construction of, contributions to, or dedications of a system facility agreed to or required by the city as a condition of development approval, pursuant to rules herein established, using the values established in the capital recovery plan, or pursuant to city council-approved administrative guidelines which value shall be credited on a vehicle mile basis against roadway facilities capital recovery fees otherwise due from the development.

*Preliminary plat approval* means the point at which the applicant has complied with all conditions of approval and the plat has been approved by the planning and zoning commission.

*Recoup* means to reimburse the city for capital improvements which the city has previously installed or caused to be installed.

*Roadway* means any freeway, expressway or arterial or collector streets or roads designated in the city's adopted master thoroughfare plan, as may be amended from time to time. The term includes the city's share of costs for roadways designated as a numbered highway on the official federal or state highway system.

*Roadway facility* means an improvement or appurtenance to a roadway which includes, but is not limited to, rights-of-way, whether conveyed by deed or easement; intersection improvements; traffic signals; turn lanes; drainage facilities associated with the roadway; street lighting or curbs. "Roadway facility" also includes any improvement or appurtenance to an intersection with a roadway officially enumerated in the federal or state highway system. "Roadway facility" includes the city's share of costs for roadways and associated improvements designated as a numbered highway on the official federal or state highway system, including local matching funds and costs related to utility line relocation and the establishment of curbs, gutters, drainage appurtenances, and rights-of-way. "Roadway facility" excludes those improvements or appurtenances to a roadway which are site-related facilities.

*Roadway service area or roadway benefits area* means the geographic area(s) within the city's corporate limits, which do not exceed six miles and within which geographic area(s) roadway capital recovery fees for capital improvements will be collected for new development occurring within such area, and within which fees so collected will be expended for those capital improvements identified in the capital improvements plan to be located within the roadway service area. "Roadway service area" does not include any land outside the city limits. Roadway service areas are shown on Figure 1 of the 2021 Roadway Impact Fee Program Amendment Technical Memorandum that is part of the capital recovery plan.

*Service unit* means one vehicle mile of travel in the afternoon peak hour of traffic and is also referred to as a "vehicle mile."

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*Service unit equivalent* means the amount of capacity created by contribution of a capital improvement on behalf of a new development, expressed in vehicle miles.

*Single family residential lot* means a lot platted to accommodate a single family or a duplex dwelling unit, as authorized under the city's zoning regulations.

*Site-related facility* means an improvement or facility which is constructed for the primary use or benefit of a new development and/or which is for the primary purpose of safe and adequate provision of roadway facilities to serve the new development and which is not included in the roadway improvements plan and for which the developer or property owner is solely responsible under the subdivision, and/or other applicable, regulations.

*System facility* means a capital improvement which is designated in the capital improvements plan and which is not a site-related facility. A system facility may include a capital improvement which is located off-site, within, or on and along the perimeter of the new development site.

(Ord. No. 18-M-13 , § 1(Exh. A), 3-27-2018)

#### **Sec. 78-174. Applicability.**

The provisions of this article apply to all new developments within the corporate boundaries of the city. The provisions of this article apply uniformly within each roadway benefit area.

(Ord. No. 18-M-13 , § 1(Exh. A), 3-27-2018)

#### **Sec. 78-175. Roadway capital recovery fees per service unit.**

- (a) The maximum assessable capital recovery fee per service unit (post-credit) for any use in each service area platted on or before April 12, 2022 shall be as calculated and documented in the capital recovery plan as follows:
  - (1) The capital recovery fee per service unit in Service Area 1 is \$1,647.53.
  - (2) The capital recovery fee per service unit in Service Area 2 is \$1,327.89.
  - (3) The capital recovery fee per service unit in Service Area 3 is \$1,044.48.
  - (4) The capital recovery fee per service unit in Service Area 4 is \$2,392.72.
- (b) The maximum assessable capital recovery fee per service unit (post-credit) for any use in each service area platted on or after April 13, 2022 shall be as calculated and documented in the capital recovery plan per the 2021 Roadway Impact Fee Program Amendment Technical Memorandum as follows:
  - (1) The capital recovery fee per service unit in Service Area 1 is \$1,614.54.
  - (2) The capital recovery fee per service unit in Service Area 2 is \$1,350.25.
  - (3) The capital recovery fee per service unit in Service Area 3 is \$1,061.26.
  - (4) The capital recovery fee per service unit in Service Area 4 is \$2,386.93.
- (c) The assessable capital recovery fee per service unit set forth herein that is assessed to new development, as may be amended from time to time, is declared to be the roughly proportionate measure of the impact(s) generated by a new unit of development on the city's transportation system. To the extent that the capital recovery fee per service unit collected is less than the maximum assessable capital recovery fee per service

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unit (post credit), as calculated and documented in the capital recovery plan, such difference is hereby declared to be founded on policies unrelated to the measurement of the actual impacts of the development on the city's transportation system. The maximum assessable capital recovery fee per service unit may be used in evaluating any claim by an applicant, developer, or property owner that the dedication, construction, or contribution of a capital improvement imposed as a condition of development approval pursuant to the city's regulations is not roughly proportionate to the impact(s) of the new development on the city's transportation system.

(Ord. No. 18-M-13 , § 1(Exh. A), 3-27-2018)

#### **Sec. 78-176. Assessment of capital recovery fees.**

- (a) Assessment of the capital recovery fee per service unit for any new development shall be made as follows:
  - (1) Assessment of capital recovery fee shall be made at the time of recordation of a final plat and shall be the amount of the maximum assessable capital recovery fee per service unit.
  - (2) Development on a lot for which a final plat has been recorded prior to the effective date of this article (March 27, 2018) shall not be charged a capital recovery fee for any complete building permit application submitted within 18 months from the effective date of this article (September 27, 2019).
  - (3) Development on a lot for which a preliminary plat was approved prior to the effective date of this article (March 27, 2018) shall not be charged a capital recovery fee for any complete building permit application submitted within one year from the effective date of this article (March 27, 2019).
  - (4) Any other development will be charged a capital recovery fee for a complete building permit application submitted after the date of adoption of the ordinance (March 27, 2018).
- (b) Following assessment of the capital recovery fee pursuant to subsection (a), the amount of the capital recovery fee assessed per service unit for that new development cannot be increased, unless the owner proposes to change the approved development by the submission of a new application for final plat approval or replat approval, in which case new assessment shall occur at the maximum assessable, applicable rate then in effect.
- (c) Following the vacating of any plat or submittal of any replat, a new assessment must be made in accordance with section 78-175.
- (d) Approval of an amending plat pursuant to Texas Local Government Code § 212.016 and the UDC is not subject to reassessment of a capital recovery fee hereunder provided that the use of the property remains the same.

(Ord. No. 18-M-13 , § 1(Exh. A), 3-27-2018)

#### **Sec. 78-177. Payment and collection of capital recovery fees.**

- (a) For all new developments, capital recovery fees shall be collected at the time of application for and in conjunction with the issuance of a building permit. The capital recovery fees to be paid and collected are as follows:
  - (1) The capital recovery fee per service unit for residential use shall be \$600.00 beginning the effective date of this article (March 27, 2018) until the last day of the second year from the effective date of this article (March 26, 2020).

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- (2) The capital recovery fee per service unit for residential use shall be \$800.00 beginning on the first day of the third year from the effective date of this article (March 27, 2020) and continuing until the last day of the third year from the effective date of this article (March 26, 2021).
  - (3) The capital recovery fee per service unit for residential use shall be \$900.00 beginning on the first day of the fourth year from the effective date of this article (March 27, 2021) and continuing until the last day of the fourth year from the effective date of this article (March 26, 2022).
  - (4) The capital recovery fee per service unit for residential use shall be \$1,000.00 beginning on the first day of the fifth year from the effective date of this article (March 27, 2022) and continuing until a new rate is adopted.
- (b) The capital recovery fee per service unit for nonresidential use for all roadway service areas shall be as follows:
- (1) The capital recovery fee per service unit for nonresidential use shall be \$100.00 beginning the effective date of this article (March 27, 2018) until the last day of the third year from the effective date of this article (March 26, 2021).
  - (2) The capital recovery fee per service unit for nonresidential use shall be \$175.00 beginning on the first day of the fourth year from the effective date of this article (March 27, 2021) and continuing until a new rate is adopted.
- (c) The city reserves the right to enter into an agreement with a developer for a different time and manner of payment of capital recovery fees in which case the agreement shall determine the time and manner of payment.
- (d) The city shall compute the capital recovery fees to be paid and collected for the new development in the following manner:
- (1) Determine the number of development units for each land use category in the new development using Table 7 of the capital recovery plan.
  - (2) Multiply the number of development units for each land use category in the new development by the vehicle miles (per development unit) for each such land use category also found in Table 7 of the capital recovery plan to determine the number of service units attributable to the new development.
  - (3) If an offset agreement providing for offsets and credits against capital recovery fees exists, the number of service units attributable to the new development shall be reduced by subtracting available service unit equivalents as provided in section 78-178. If adequate service unit equivalents for offsets and credits are available in an amount equal to or greater than the number of service units generated (required) by this new development, no fee is paid, but the pool of available service unit equivalents shall be reduced accordingly.
  - (4) The amount of capital recovery fees to be collected shall be determined by multiplying the number of service units for the new development by the applicable capital recovery fee per service unit identified herein and shall be calculated at the time of application for and in conjunction with the issuance of a building permit.
- (e) If the building permit for which a capital recovery fee has been paid has expired, and a new application is thereafter filed, the capital recovery fees shall be computed using the LUVMET and the applicable capital recovery fee per service unit identified herein with credits for previous payment of fees being applied against any new fees due.
- (f) Whenever the property owner proposes to increase the number of service units for a development, the additional capital recovery fees collected for such new service units shall be determined by using the

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LUVMET and applicable fee per service unit identified herein, and such additional fees shall be collected at the times prescribed by this section.

(Ord. No. 18-M-13 , § 1(Exh. A), 3-27-2018)

**Sec. 78-178. Offsets and credits against capital recovery fees.**

- (a) The city shall offset the reasonable value of any system facility which has been dedicated to and has been accepted by the city no more than 18 months prior to the effective date of this article (September 27, 2016), or offset the amount of any contributions to such facility, against the amount of the roadway capital recovery fees due, in accordance with the rules set forth in this section. The value of an offset must be stated in service units.
- (b) This subsection applies only to an offset associated with a capital improvement on the capital improvement plan contributed to the city no more than 18 months prior to the effective date of this article (September 27, 2016).
  - (1) For purposes of this subsection (b), an offset associated with a capital improvement on the roadway improvement plan contributed to the city no more than 18 months prior to the effective date of this article (September 27, 2016) is created at the time that the city accepts the system facility for dedication or as may be otherwise stipulated in a binding agreement for the facility pursuant to the city's subdivision regulations.
  - (2) At the time the offset is created, if no offset agreement exists, the developer shall apply for an offset agreement, and the agreement thereafter shall be enforced in accordance with the following terms, providing:
    - a. Identification of the plat with which the offset is to be associated;
    - b. The amount of the capacity created by the system facility, expressed in service unit equivalents;
    - c. A provision stating that the offset may be used to reduce capital recovery fees imposed on new developments contained within the land subject to the associated plat after the effective date of the agreement; and
    - d. A provision that the amount of the offset shall be determined by estimating the number of service unit equivalents of capacity supplied by the system facility (as set forth in the capital recovery plan), reduced by:
      - 1. The number of service units developed within the plat since the contribution of the system facility, using the LUVMET;
      - 2. The amount of the city's participation in the excess costs of the system facility (expressed in service unit equivalents); and
      - 3. The amount of any payments received from other new developments utilizing the system facility (expressed in service unit equivalents); and
    - e. A provision for reimbursement of any unused offsets consistent with subsection (b)(4) of this section.
    - f. A provision stating that in those instances where the city determines the unique characteristics of a roadway segment (such as drainage, topography, easements required, absence of roadway segments remaining in service area) and the projected cost to construct a section of roadway is not roughly proportionate to the dollar value of the vehicle mile credits which may be awarded for that roadway section, the city may consider, upon request of the developer, awarding capital recovery fee offsets based upon the developer's verified, actual costs of said roadway section.

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The developer may assign the offset agreement with the city's consent, but in no event shall the offsets provided for in the agreement be transferred to any development not subject to the plat associated with such offsets.

- (3) The developer may petition the city council for offsets for contribution of a capital improvement, including road right-of-way, which is not identified in the capital improvements plan, if the improvement will supply capacity to new developments other than to the development seeking the offset, at the time the facility is accepted by the city or a binding facilities agreement for the facility is executed pursuant to the city's subdivision regulations. If the petition is granted, the terms shall be incorporated into an offset agreement as provided in subsection (b)(2) hereof. The agreement shall also provide that the amount of the offset shall not exceed the capacity of the capital improvement that is estimated to be provided.
- (4) As provided in the offset agreement required by subsection (b)(2), hereof, the developer may apply for reimbursement of excess offsets following either completion of all development subject to the plat with which the offsets are associated or after ten years following execution of the offset agreement. The following rules apply to such reimbursement, and shall be incorporated into the offset agreement.
  - a. The developer must apply for reimbursement within six months following either:
    - 1. Completion of all development subject to the plat with which the offsets are associated; or
    - 2. Ten years after the date of execution of the offset agreement.
  - b. The following terms shall be incorporated into the reimbursement agreement and the agreement shall be enforced in accordance with such terms:
    - 1. A provision stating that the amount to be reimbursed shall be equal to the number of unused offsets (expressed as a number of service units) multiplied by a fraction equal to the capital recovery fee per service unit to be collected, as set forth herein in effect on the date of execution of the offset agreement, divided by the maximum assessable capital recovery fee per service unit, as set forth herein and in the capital recovery plan in effect on the date of execution of the offset agreement;
    - 2. A provision stating that the amount to be reimbursed may be further equitably reduced, if fewer than 50 percent of the number of service units in the plat with which the system facility giving rise to the offset have been developed on the date of application for reimbursement;
    - 3. A provision stating that repayment shall be made within five years from the date of execution of the reimbursement agreement, from roadway capital recovery fees collected within the same roadway service area in which the property in question is located, subject to the availability of such funds;
    - 4. A provision that termination or reduction of the city's authority under state law to impose capital recovery fees for roadway facilities shall terminate or correspondingly reduce any obligation of the city to make payments under the offset agreement; and
    - 5. A provision stating that, in converting the offsets from service unit equivalents to a dollar value, the number of service unit equivalents shall be multiplied by the value of a service unit expressed in dollars using the rates set forth herein in effect at the time the offset agreement was executed.
  - c. Execution of a reimbursement agreement shall automatically terminate any offsets associated with a plat pursuant to an offset agreement. Thereafter, new development within the area subject to the plat shall pay roadway capital recovery fees in accordance with schedule 1 then in effect.



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(Ord. No. 18-M-13 , § 1(Exh. A), 3-27-2018)

**Sec. 78-179. Use of proceeds of roadway capital recovery fees.**

- (a) The capital recovery fees collected within each roadway benefit area may be used to finance, pay for or to recoup the costs of any roadway facility identified in the capital improvements plan for the roadway benefit area, including the construction contract price, surveying and engineering fees, land acquisition costs (including land purchases, court awards and costs, attorney's fees, and expert witness fees), and amounts designated in any reimbursement agreements executed pursuant to this article.
- (b) Capital recovery fees may be used to pay for the contract services of an independent qualified engineer or financial consultant preparing or updating the capital improvements plan who is not an employee of the political subdivision.
- (c) Capital recovery fees also may be used to pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by or on behalf of the city to finance such capital improvement.

(Ord. No. 18-M-13 , § 1(Exh. A), 3-27-2018)

**Sec. 78-180. Appeals.**

- (a) The property owner or applicant for a new development may appeal the following administrative decisions to the city council:
  - (1) The applicability of a capital recovery fee to the new development;
  - (2) The amount of the capital recovery fee due;
  - (3) The availability of, the amount of, or the expiration of an offset or a credit;
  - (4) The application of an offset against a capital recovery fee due;
  - (5) The amount of the capital recovery fee in proportion to the benefit received by the new development; or
  - (6) The amount of a refund due, if any.
- (b) The appellant shall state the basis for the appeal in writing with particularity. The burden of proof shall be on the appellant to demonstrate that the amount of the fee or the amount of the offset was not calculated according to the rules set forth in this article or by administrative guideline adopted by the city council. The appellant shall submit any traffic study or other documents upon which he relies to the city with the request for appeal.
- (c) The appellant must file a notice of appeal with the city secretary within 30 days following the decision. If the notice of appeal is accompanied by a bond or other sufficient surety with offices for local presentment in a form satisfactory to the city attorney in an amount equal to the original determination of the capital recovery fee due, the development application may be processed while the appeal is pending.
- (d) The appellant shall promptly pay to the city the full amount of the capital recovery fee determined to be due by the city council regarding such appeal. Failure to promptly pay such capital recovery fee within five business days after the city council's determination on the appeal shall serve as authority for the city to present the bond or other surety to the bonding company or financial institution for performance with no other or further notice or contact with the appellant.

(Ord. No. 18-M-13 , § 1(Exh. A), 3-27-2018)

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### **Sec. 78-181. Refunds.**

- (a) Any capital recovery fee or portion thereof collected pursuant to this article which has not been expended within the applicable roadway service area for an authorized purpose within ten years from the date of payment shall be refunded, upon application, to the record owner of the property at the time the refund is paid or, if the capital recovery fee, was paid by another governmental entity, to such governmental entity, together with interest calculated from the date of collection to the date of refund at the statutory rate as set forth in the Texas Finance Code § 302.002 of or its successor statute. The application for refund pursuant to this section shall be submitted in writing within 60 days after the expiration of the ten-year period for expenditure of the fee. A capital recovery fee shall be considered expended on a first-in, first-out basis.
- (b) A capital recovery fee collected pursuant to this article shall be considered expended if the total expenditures for capital improvements authorized in this article within the roadway service area within ten years following the date of payment exceed the total fees collected for such improvements during that time period.
- (c) If a refund is due pursuant to subsections (a) or (b), the city shall prorate the refund by dividing the difference between the amount of expenditures and the amount of the fees collected by the total number of service units assumed within the roadway service area for the period to determine the refund due per service unit. The refund to the record owner shall be calculated by multiplying the refund due per service unit by the number of service units for the new development for which the fee was paid, and interest due shall be calculated upon that amount.
- (d) If the building permit for a new development for which a capital recovery fee has been paid has expired and a modified or new application has not been filed within six months of such expiration, the city shall, upon written application, refund the amount of the capital recovery fee to the applicant. The city may establish guidelines for refunding of capital recovery fees collected for which construction plans have been abandoned.

(Ord. No. 18-M-13 , § 1(Exh. A), 3-27-2018)

### **Sec. 78-182. Relief procedures.**

- (a) Any person who has paid a capital recovery fee or an owner of land upon which an capital recovery fee has been paid may petition the city council to determine whether any duty required by this article has not been performed within the time so prescribed. The petition shall be in writing and shall state the nature of the unperformed duty and request that the act be performed within 60 days of the request. If the city council determines that the duty is required, pursuant to the ordinance and is late in being performed, it shall cause the duty to commence within 60 days of the date of the request and to continue until completion.
- (b) The city council may grant a variance or waiver from any requirement of this article, upon written request by a developer or owner of property subject to the ordinance, following a public hearing, and only upon finding that a strict application of such requirement would when regarded as a whole result in confiscation of the property.
- (c) If the city council grants a variance or waiver to the amount of the capital recovery fee due for a new development under this section, it may cause to be appropriated from other city funds the amount of the reduction in the capital recovery fee to the account, for the roadway benefit area, in which the property is located.

(Ord. No. 18-M-13 , § 1(Exh. A), 3-27-2018)

## Exhibit B



Innovative approaches  
Practical results  
Outstanding service

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TECHNICAL MEMORANDUM

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## **2021 Roadway Impact Fee Program Amendment**

March 2, 2022



Innovative approaches  
Practical results  
Outstanding service

## TECHNICAL MEMORANDUM



# 2021 Roadway Impact Fee Program Amendment



FREESE AND NICHOLS, INC.  
TEXAS REGISTERED  
ENGINEERING FIRM  
F-2144

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# TECHNICAL MEMORANDUM

In response to annexations which occurred in 2021, the City of Schertz authorized Freese and Nichols, Inc. (FNI) to perform an impact fee analysis update on the City's roadway systems to incorporate revised city limit boundaries from recent annexations and programmed capital improvements consistent with the Master Thoroughfare Plan in these areas. This analysis of roadways systems serves as an interim update to the initial Impact Fee program adopted March 27, 2018 (Ordinance 18-M-13). The purpose of this technical memorandum is to update the service areas and capital improvements, as necessary, for the update of the unit cost to provide service (cost per roadway vehicle-mile). It was determined that there would be no change in Land Use Assumptions after a review of city growth rates and consultation with City Staff. The methodology used herein satisfies the requirements of the Texas Local Government Code Chapter 395 and is consistent with the methodological approach of the initial program in 2018.

Annexations occurred in Service Areas 1, 2 and 3. There were no changes made within Service Area 4. The analyses will focus on these service areas with documentation of all service areas located in the Appendices.

As part of the impact fee update, FNI conducted meetings with the city's Capital Improvements Advisory Committee (CIAC), City Staff, and the City Council. The CIAC's role included review and comment to (no change in) land use assumptions, Impact Fee Capital Improvements Plans (IFCIP), and comments to the City Council.

## METHODOLOGY

To update the roadway impact fee program, a series of work tasks were undertaken and are described below.

1. Meetings were held with the City of Schertz Staff to review the annexations, changes in the impact fee CIP, and the methodology to be used in the update.
2. Roadway service area structure was updated for areas affected by annexations.
3. Vehicle-miles of travel in the PM peak hour were retained as the service unit measure for roadway impact fee calculations.
4. A roadway conditions inventory was updated for newly annexed roadways to include lane geometries, roadway classifications and segment lengths, as necessary, of facilities in the impact fee program.
5. Projected growth (service units) by service area over the ten-year planning period was retained using the initial Land Use Assumptions and Land Use Equivalency Table.
6. The roadway impact fee capital improvements program (IFCIP) was reviewed to incorporate additional projects in the annexed areas.
7. Roadway cost data of construction, engineering, and right-of-way for amended impact fee projects were compiled by service area.

## TECHNICAL MEMORANDUM

8. The cost of capacity provided, maximum cost per service unit, and cost attributable to new development were calculated for each service area.
9. A technical memorandum was prepared to document the procedures and findings of the analysis.

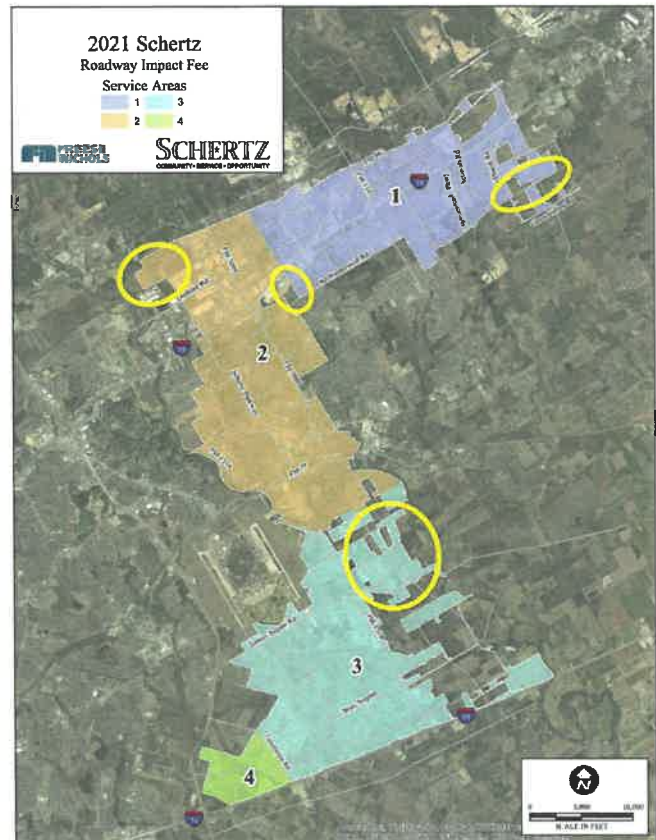
### SERVICE AREAS

Roadway service areas define areas to be served by impact fee projects. More importantly, these geographic areas are defined to ensure that facility improvements are near new growth generating the need. Chapter 395 of the Texas Local Government Codes mandates that service areas for roadway programs be limited to a maximum six miles and within city limits.

Schertz's service areas for roads were established in the City's initial impact fee program and were adjusted to incorporate the development annexations within Service Areas 1, 2, and 3 (highlighted in the image to the right). Figure 1 illustrates the amended roadway impact fee service area structure.

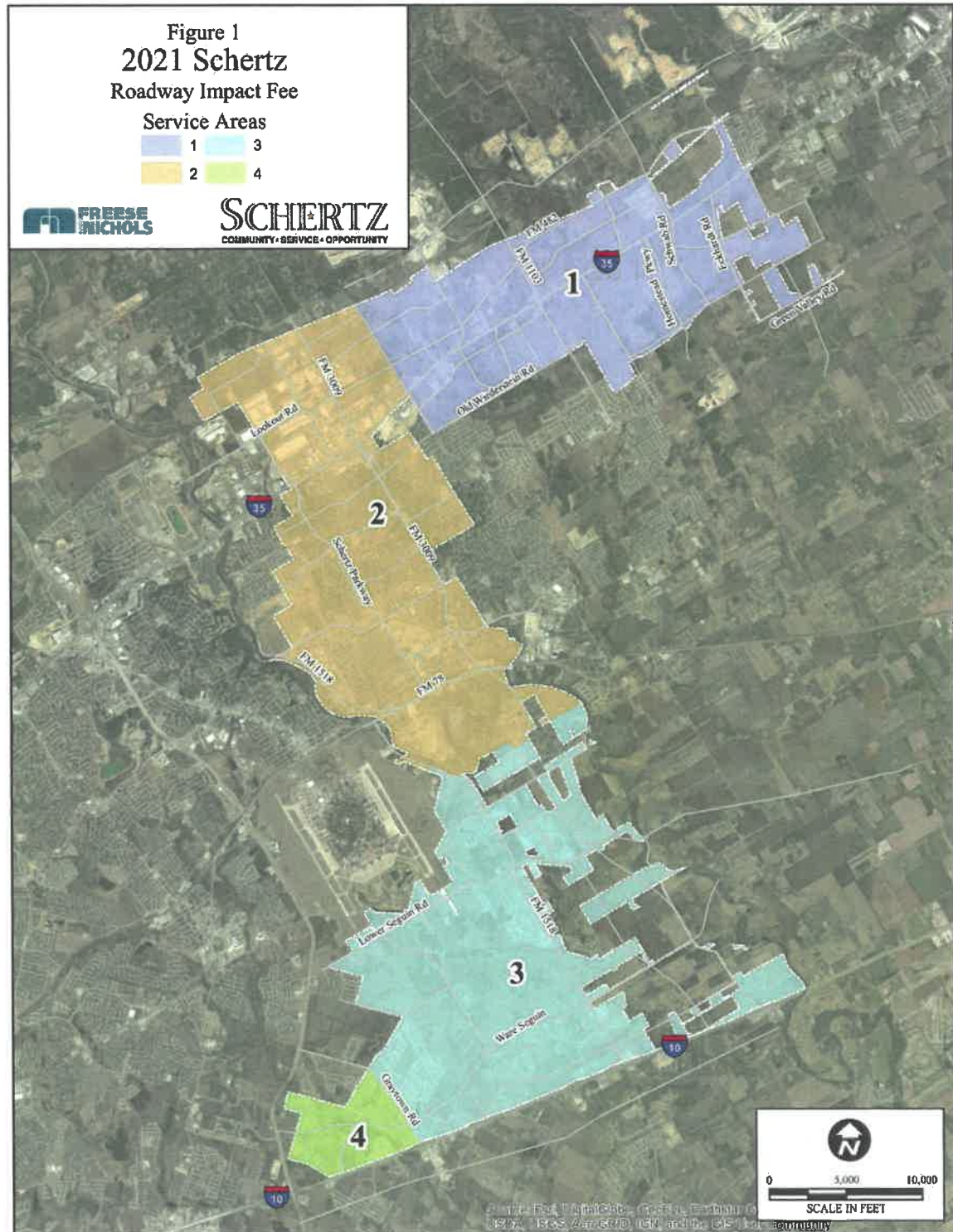
### LAND USE ASSUMPTIONS

Growth defined in terms of land use assumptions, serve to determine the need and timing of capital improvements to serve future development. This ten-year forecast examined population and employment net growth between 2017 and 2027 and was rooted in analysis of historic growth trends over the past 3, 5, and ten-years and documented as part of the impact fee program implementation process. Given the recent nature of the land use assumptions analysis, the pandemic and economic slowdown, and resurgence/continued growth, the initial ten-year forecast was deemed acceptable for this programmatic update. Hence, no changes were made to the initial ten-year assumptions. **Table 1** and **Table 2**, summarize the forecasted population and employment growth which, in addition to the roadway impact fee capital improvement plan, will serve as basis for the cost per service unit calculation.





# TECHNICAL MEMORANDUM



# TECHNICAL MEMORANDUM

**Table 1: Initial Impact Fee Population Projections**

TEN-YEAR POPULATION PROJECTION CITY OF SCHERTZ				
Roadway Service Areas	2017 Population	2027 Population	Pop. Added	Pct. Change
1	9,239	12,211	2,972	32%
2	28,280	32,169	3,889	14%
3	2,809	12,454	9,645	343%
4	11	68	57	518%
<b>City Total</b>	<b>40,339</b>	<b>56,902</b>	<b>16,563</b>	<b>41%</b>

Source: 2017 Schertz Roadway Impact Fee Study

**Table 2: Initial Impact Fee Employment Projections**

TEN-YEAR EMPLOYMENT PROJECTION CITY OF SCHERTZ				
Roadway Service Area	Total Employment (Employees)			
	2017	2027	Emp. Added	Pct. Change
1	2,206	3,812	1,606	73%
2	8,587	11,304	2,717	32%
3	408	1,111	703	172%
4	0	20	20	--
<b>City Total</b>	<b>11,201</b>	<b>16,247</b>	<b>5,046</b>	<b>45%</b>

Source: 2017 Schertz Roadway Impact Fee Study

## Projected Vehicle-Miles of New Demand

Projected vehicle-miles of demand were calculated based on this net population and employment growth forecasted to occur over the 10-year planning period and the service unit generation for each of the population and employment data components. These values were retained from the 2017 Impact Fee Study, as summarized in **Table 3**.

## TECHNICAL MEMORANDUM

**Table 3: Impact Fee 10-Year Projected Service Unit Growth**

SERVICE AREA	PROJECTED 10-YEAR GROWTH (VEHICLE-MILES)
1	10,461
2	17,905
3	14,918
4	124
City Total	43,408

### CAPITAL IMPROVEMENTS PLAN

The impact fee capital improvements plan is aimed at facilitating the implementation of the ultimate thoroughfare network. Projects incorporated into the impact fee program are rooted in the city's official Thoroughfare Plan.

#### Eligible Projects

Legislative mandate stipulates that the impact fee CIP contain only those roadways which are included on the City's official Thoroughfare Plan that are classified as arterial or collector status facilities. A review of the Thoroughfare Plan identified projects which were eligible for consideration by impact fees. Impact fee legislation also allows for the recoupment of costs for previously constructed facilities. Only costs incurred by the City may be considered for impact fees. Roadways constructed with private funding cannot be included for impact fee consideration. Additionally, state facilities are eligible for inclusion to the impact fee system; however, only costs incurred by the City may be eligible for consideration.

#### Eligible Costs

In general, those costs associated with the design, right-of-way acquisition, and construction and financing of all items necessary to implement the roadway projects identified in the capital improvements plan are eligible. It is important to note that upon completion of the capital improvements identified in the CIP, the city must recalculate the impact fee using the actual costs and make refunds if the actual cost is less than the impact fee paid by greater than 10 percent. To prevent this situation, conservative estimates of project cost are considered.

Only the cost necessitated by new development will be utilized for impact fee consideration. For example, if only 60% of the capacity provided by the impact fee CIP is needed over the ten-year window, then only 60% of the cost associated with those facilities is considered in the cost per service unit calculation.

# TECHNICAL MEMORANDUM

## Capital Improvements Plan

Using the initial impact fee program capital improvements plan as the base for this update, several projects were added to the capital improvement projects or modified. These project additions were coordinated through City Staff and are listed below in **Table 4**.

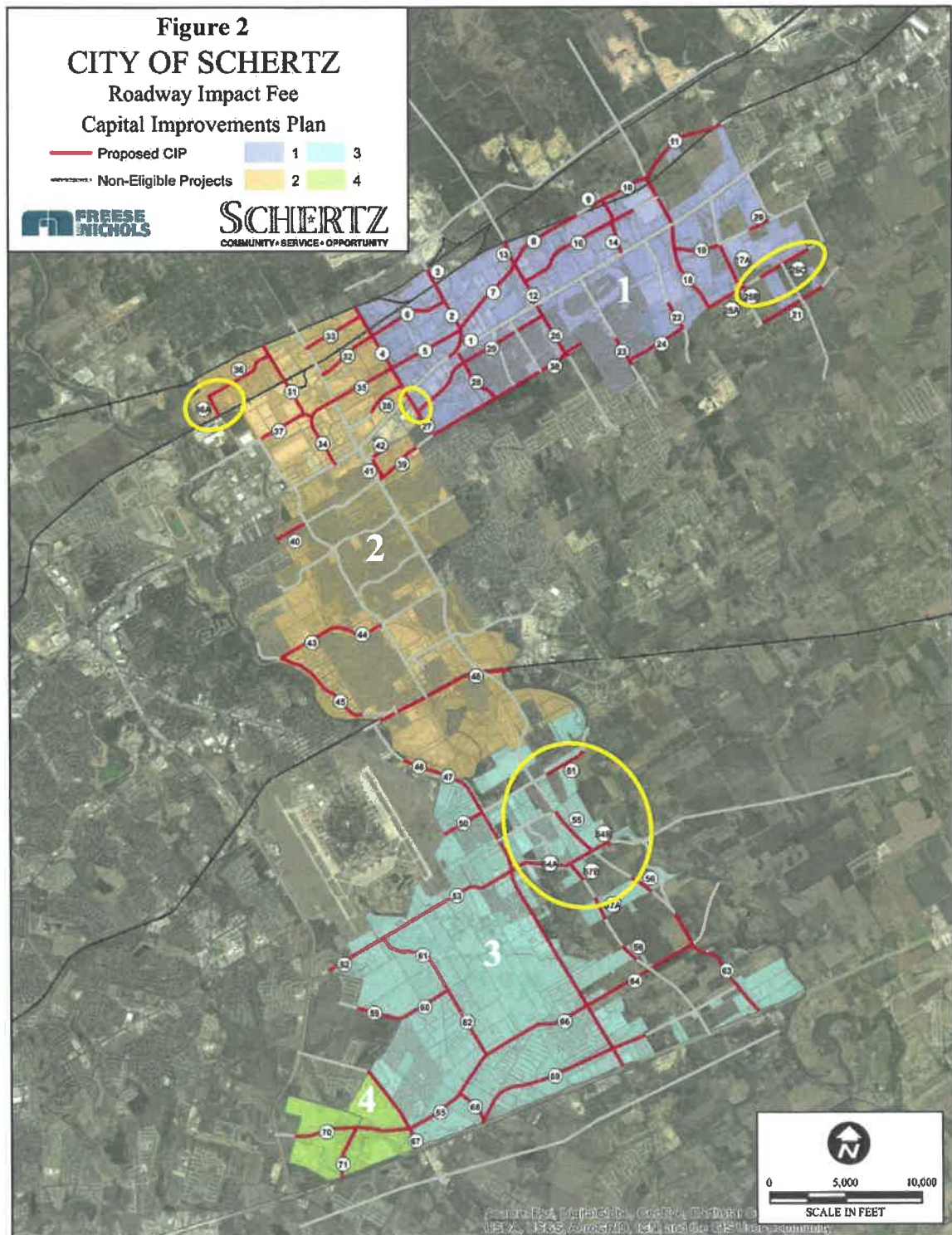
**Table 4: IFCIP Project Additions/Modifications; 2021 Update**

Service Area	Project No.	Roadway	From	To	Project Status	Length (mi)	No. of Lanes	Thoroughfare Plan Description
1	25B/C	Big John Lane	Eckhardt	City Limits	New	0.06	2	Residential Collector
		<i>Comment: Incorporation of Parklands II Addition.</i>						
1	25C	Big John Lane	City Limits	Eastern City Limits	New	0.68	2	Residential Collector
		<i>Comment: Incorporation of Parklands II Addition.</i>						
1	27	N/S Connector(1) /Cibolo Valley	IH 35	Old Wiederstein Rd	New	0.55	4	Secondary Arterial
		<i>Comment: Amended project cost of \$1.3M per Development Agreement on Cibolo Valley Drive.</i>						
2	36A	E/W Connector (7)/Tejas Way	W City Limits	Doerr Lane	New	0.65	3	Commercial Collector A
		<i>Comment: Annexation of property and incorporation of thoroughfare extension.</i>						
3/X	51	RAF - Bumette	Schaefer Rd	E City Limits	New	0.55	4	Secondary Arterial
		<i>Comment: Annexation of Sadlebrook Addition.</i>						
3	54A	Lower Seguin Rd	W of Canopy Bend	E City Limits	New	1.08	4	Secondary Arterial
		<i>Comment: Annexation of Sadlebrook Addition.</i>						
3	54B	Lower Seguin Rd	W of Canopy Bend	E City Limits	New	0.23	4	Secondary Arterial
		<i>Comment: Annexation of Sadlebrook Addition.</i>						
3	55	N/S Connector (3)	S. of Schaefer/Raf Bumette	Lower Seguin Rd	New	0.66	4	Principal Arterial
		<i>Comment: Annexation of Sadlebrook Addition.</i>						
3	57B	N/S Connector (4)	Lower Seguin Rd	S City Limit/Carmel Ranch	New	0.24	2	Residential Collector
		<i>Comment: Annexation of Carmel Ranch Addition.</i>						

Project cost estimates were prepared for new additions to the program using a unit cost approach consistent with the methodology of the initial program. Project costs for the initially identified IFCIP program were unchanged unless a project was completed, in which then actual costs were input into the database. **Figure 2** and **Table 5** illustrate and list the capital improvement projects and their associated total cost for the impact fee system. The full list of IFCIP projects and cost for all service areas can be found in the Appendices.



# TECHNICAL MEMORANDUM



# TECHNICAL MEMORANDUM

Table 5: IFCIP Project Listing

Serv Area	Project No.	Roadway	From	To	Project Status	Length (mi)	No. of Lanes	Type	Pct. in Rdwy Serv. Area	Total Project Cost
1	1	FM 2252	IH 35	FM 482	New	0.32	4	DA	100%	\$1,566,800
1	2	FM 2252	FM 482	Railroad Tracks	New	0.64	4	DA	100%	\$3,146,000
1/X	3	FM 2252	Railroad Tracks	N City Limits	New	0.22	4	DA	50%	\$509,850
1/2	4	N/S Connector (1)	IH 35	Railroad Tracks	New	1.25	4	DA	50%	\$3,202,650
1	5	E/W Connector (1)	N/S Connector (1)	FM 2252	New	0.99	4	DA	100%	\$5,513,000
1	6	E/W Connector (2)	N/S Connector (1)	FM 2252	New	0.99	2	UC	100%	\$4,269,000
1	7	FM 482	FM 2252	Hubertus Rd	New	1.05	4	DA	100%	\$5,456,100
1	8	FM 482	Hubertus Rd	Railroad Tracks	New	1.00	4	DA	100%	\$5,147,800
1	9	FM 482	800' W of Friesenhahn	Friesenhahn Ln	New	0.15	4	DA	100%	\$754,100
1/X	10	FM 482	Friesenhahn Ln	Schwab Rd	New	0.59	4	DA	50%	\$1,530,000
1	11	FM 482	Schwab Rd	E City Limits	New	1.20	4	DA	100%	\$6,205,500
1	12	Hubertus Rd	IH 35	FM 482	New	0.57	4	DA	100%	\$2,855,700
1	13	Hubertus Rd	FM 482	N City Limits	New	0.30	4	DA	100%	\$1,572,300
1	14	Friesenhahn Ln	IH 35	FM 482	New	0.72	3	SC	100%	\$1,343,600
1	15	Schwab Rd	IH 35	FM 482	New	0.63	6	DA	100%	\$4,374,700
1	16	E/W Connector (3)	Hubertus Rd	David Lack Blvd	New	1.59	3	SC	100%	\$6,110,000
1	17A	Eckhardt Rd	Froboese Ln	Green Valley Rd	New	1.11	2	UC	100%	\$3,727,100
1	18	Schwab Rd	IH 35	S City Limits	New	1.14	4	DA	100%	\$5,680,700
1	19	Froboese Ln	Schwab Rd	Eckhardt Rd	New	0.57	2	UC	100%	\$2,030,400
1	20	Froboese Ln	2200' E of Eckhardt	E City Limits	New	0.26	2	UC	100%	\$890,000
1	21	Green Valley Rd	W City Limits	E City Limits	New	0.87	4	DA	100%	\$4,199,500
1	22	Homestead Pkwy	End Ex Homestead Pkwy	S City Limits	New	0.33	2	UC	100%	\$1,178,500
1	23	Country Club Blvd	Scenic Links	S City Limits	New	0.35	2	UC	100%	\$1,257,100
1	24	E/W Connector (4)	Country Club Blvd	Homestead Pkwy	New	0.77	2	UC	100%	\$2,671,200
1	25A	E/W Connector (4)	Schwab Rd	Eckhardt Rd	New	0.45	2	UC	100%	\$1,602,000
1/X	25B	Big John Lane	Eckhardt Rd	City Limits	New	0.06	2	UC	50%	\$50,675
1/X	25C	E/W Connector (4)	City Limits	E. City Limits	New	0.68	2	UC	50%	\$608,625
1	26	FM 1103	IH 35	Old Wiederstein Rd	New	0.70	4	DA	100%	\$2,000,000
1	27	N/S Conn. (1)/Cibola Valley	IH 35	Old Wiederstein Rd	New	0.55	4	DA	100%	\$1,300,000
1	28	N/S Connector (2)	IH 35	Old Wiederstein Rd	New	0.73	4	DA	100%	\$3,635,700
1	29	E/W Connector (5)	N/S Connector (1)	FM 1103	New	2.00	2	UC	100%	\$7,097,200
1/X	30	Old Wiederstein Rd	N/S Connector (1)	Cherry Tree Dr	New	2.17	4	DA	50%	\$5,143,600
<b>Sub-total SA 1</b>						<b>24.96</b>				<b>\$96,629,400</b>
2	31	Doerr Ln	N City Limits	Lookout Rd	New	0.91	3	SC	100%	\$3,249,900
2/1	4	N/S Connector (1)	IH 35	Railroad Tracks	New	1.25	4	DA	50%	\$3,130,900
2	32	E/W Connector (2)	FM 3009	N/S Connector (1)	New	0.81	2	UC	100%	\$3,386,200
2	33	E/W Connector (6)	FM 3009	N/S Connector (1)	New	0.81	2	UC	100%	\$3,386,100
2	34	Mid-Cities Pkwy	IH 35	FM 3009	New	0.98	3	SC	100%	\$3,293,700
2	35	E/W Connector (1)	FM 3009	N/S Connector (1)	New	0.81	4	DA	100%	\$4,190,900
2	36	E/W Conn. (7)/Tejas Way	W City Limits	Doerr Ln	Recoup	0.65	3	SC	100%	\$2,231,100
2	36A	Tejas Way	Existing Tejas Way	UP RR/City Limit	New	0.52	3	SC	100%	\$1,647,800
2	37	Lookout Rd	Tri-County Pkwy	Schertz Pkwy	New	0.74	3	SC	100%	\$2,743,600
2	38	Four Oaks Ln	End of Ex. Four Oaks Ln	N/S Connector (1)	New	0.54	3	SC	100%	\$1,977,300
2	39	Wiederstein Rd	E City Limits	FM 3009	New	0.64	4	DA	100%	\$3,079,800
2	40	Wiederstein Rd	Schertz Pkwy	W City Limits	New	0.41	2	UC	100%	\$1,294,700
2	41	Baptist Health Dr	Ripps-Kreusler	Wiederstein Rd	New	0.27	3	SC	100%	\$992,900
2	42	Ripps-Kreusler	Baptist Health Dr	End of Ripps Kreusler	New	0.22	3	SC	100%	\$803,900
2	43	Maske Rd	FM 1518	Oak St	New	0.54	3	SC	100%	\$1,827,600
2	44	Maske Rd Realignment	Oak St	Schertz Pkwy	New	0.88	2	UC	100%	\$3,645,200
2	45	FM 1518/Main St	Maske Rd	Oak St	New	1.30	3	SA	100%	\$4,494,500
2	46	FM 1518	N City Limits	SA 3 Limit	New	0.36	6	DA	100%	\$436,300
2/3	47	FM 1518	SA 3 Limit	Schertz Pkwy Ext.	New	0.39	6	DA	50%	\$222,650
2	48	FM 78/John Peterson Blvd	W City Limits	E City Limits	New	1.81	6	DA	100%	\$2,683,780
<b>Sub-total SA 2</b>						<b>14.86</b>				<b>\$48,718,830</b>

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Table 5 (continued): IFCIP Project Listing

Serv Area	Project No.	Roadway	From	To	Project Status	Length (mi)	No. of Lanes	Type	Pct. in Rdwy Serv. Area	Total Project Cost
3/2	47	FM 1518	SA 2 Limit	Schertz Pkwy Ext.	New	0.39	6	DA	50%	\$222,650
3	49	FM 1518	Schertz Pkwy Ext.	IH 10	New	4.09	6	DA	100%	\$5,165,000
3	50	Schaefer Rd	W City Limits	FM 1518	New	0.48	2	UC	100%	\$1,536,700
3/X	51	RAF - Burnette	Schaefer Rd	E City Limits	New	0.55	4	DA	100%	\$2,559,000
3/X	52	Lower Seguin Rd	W City Limits	E of Tates Dr	New	0.35	3	SA	50%	\$686,450
3	53	Lower Seguin Rd	E of Tates Dr	W of Canopy Bend	New	1.76	3	SA	100%	\$6,998,900
3	54A	Lower Seguin Rd	W of Canopy Bend	E City Limits	New	1.08	4	DA	100%	\$4,917,900
3	54B	Lower Seguin Rd	W of Canopy Bend	E City Limits	New	0.23	4	DA	100%	\$1,063,700
3	55	N/S Connector (3)	S. of Schaefer/Raf Burnette	Lower Seguin Rd	New	0.66	4	DA	100%	\$3,338,500
3	56	N/S Connector (3)	N City Limits	S City Limits	New	0.27	4	DA	100%	\$1,380,400
3	57A	N/S Connector (4)	N City Limits	S City Limits	New	0.26	2	UC	100%	\$894,600
3	57B	N/S Connector (4)	Lower Seguin Rd	S City Limit/Carmel Ranch	New	0.24	2	UC	100%	\$838,000
3	58	N/S Connector (4)	N City Limits	S City Limits	New	0.21	2	UC	100%	\$725,000
3/X	59	W Ware Seguin Rd	W City Limits	Boeing Dr	New	0.57	2	UC	50%	\$900,550
3	60	W Ware Seguin Rd	Boeing Dr	N/S Connector (5)	New	0.67	2	UC	100%	\$2,236,900
3	61	N/S Connector (5)	Lower Seguin Rd	W Ware Seguin Rd	New	1.10	2	UC	100%	\$3,780,500
3	62	N/S Connector (5)	W Ware Seguin Rd	E Ware Seguin Rd	New	0.93	2	UC	100%	\$3,227,400
3	63	Trainer Hale Rd (N/S)	Weir Rd	IH 10	New	1.66	4	DA	100%	\$8,020,500
3	64	Trainer Hale Rd (E/W)	FM 1518	Trainer Hale Rd (N/S)	New	1.51	4	DA	100%	\$7,710,300
3	65	Ware Seguin Rd	Graytown Rd	N/S Connector (5)	New	1.35	3	SA	100%	\$4,736,300
3	66	E Ware Seguin Rd	N/S Connector (5)	FM 1518	New	1.41	3	SA	100%	\$4,739,900
3/4	67	Graytown Rd	Boeing Dr	IH 10	New	1.11	3	SA	50%	\$2,000,600
3	68	N/S Connector (6)	Ware Seguin Rd	IH 10	New	0.47	3	SC	100%	\$1,712,600
3	69	E/W Connector (8)	IH 10	E City Limits	New	2.33	3	SC	100%	\$8,482,300
Sub-total SA 3						23.67				\$77,874,650
4/3	67	Graytown Rd	Boeing Dr	IH 10	New	1.11	3	SA	50%	\$2,000,600
4	70	Binz-Engleman Rd	W City Limits	Graytown Rd	New	1.30	3	SA	100%	\$4,667,000
4	71	Scenic Lake Dr	Binz-Engleman Rd	IH 10	New	0.77	3	SC	100%	\$2,777,400
Sub-total SA 4						3.19				\$9,445,000
Totals:						66.68				\$232,667,880

## Notes:

- DA- Divided arterial
- SA- Special arterial (with two way left turn lane)
- SC- Special collector (with two way left turn lane)
- UC- Undivided collector

## Projected Vehicle-Miles Capacity Available for New Growth

The vehicle-miles of new capacity supply were calculated consistent with the initial program for capacity supplied. The equation used was:

$$\text{Vehicle-Miles of New Capacity} = \text{Link capacity per peak hour per lane} \times \text{No. of Lanes} \times \text{Length of segment (miles)}$$

Vehicle-miles of new capacity provided by the CIP are listed in **Table 6**. Also depicted is the net capacity provided by the CIP (removal of existing traffic consuming capacity from improvements). The Appendix contains details of the capacity calculations provided by the CIP program for all service areas.



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**Table 6: Updated Vehicle-Miles of IFCIP Capacity Provided**

	A	B	C = A - B	D	E = C - D
SERVICE AREA	CAPACITY SUPPLIED BY CIP (VEH-MI)	EXISTING UTILIZATION ON CIP ROADS (VEH-MI)	EXCESS CAPACITY (VEH-MI)	EXISTING VEH-MILES OF DEFICIENCIES	VEH-MILES OF NET CAPACITY SUPPLIED
1	45,583	2,747	43,835	0	43,835
2	25,783	6,998	18,785	0	18,785
3	47,756	7,311	40,446	0	40,446
4	3,359	130	3,229	0	3,229
City Total	122,481	17,186	105,295	0	105,295

A comparison of net capacity provided by the updated CIP relative to 10-year demands (from land use assumptions) reveals sufficient capacity to address growth attributable to new development. **Table 7** summarizes the percentage of CIP attributable to new development.

**Table 7: Projected Demand and Percent Attributable to 10-Year Growth**

	A	B	B / A
SERVICE AREA	VEH-MILES OF NET CAPACITY SUPPLIED	PROJECTED 10-YEAR GROWTH (VEH-MI)	PERCENT OF CIP ATTRIBUTABLE TO 10-YEAR GROWTH
1	43,835	10,461	24.4
2	18,785	17,905	95.3
3	40,446	14,918	36.9
4	3,229	124	3.8
City Total	105,295	43,408	41.2

## Cost of Roadway Improvements

The total cost, including study update costs, and cost of net capacity supplied to implement the roadway improvements plan projects by service area are shown in **Table 8**. If traffic exists on proposed CIP project roadways or there are any deficiencies present on the current network within each respective service area (existing utilization), the total system cost is adjusted to reflect the net capacity being made available by the impact fee program. In other words, only the excess or unused portion of the CIP and its associated costs are considered eligible. Per state law, a credit for the



## TECHNICAL MEMORANDUM

portion of ad-valorem tax revenues generated by improvements over the program period, or a credit equal to 50% of the total projected cost of implementing the capital improvements plan, must be given. A detailed listing by project segment in each service area can be found in the Appendix.

**Table 8: Summary of IFCIP Cost and Cost of Net Capacity Provided**

SERVICE AREA	TOTAL COST OF PROPOSED IFCIP PROJECTS	COST TO MEET EXISTING UTILIZATION ON CIP ROADWAYS	COST OF NET CAPACITY SUPPLIED BY CIP
1	\$96,666,616	\$5,826,582	\$90,840,034
2	\$48,739,881	\$13,228,990	\$35,510,891
3	\$77,913,641	\$11,927,108	\$65,986,533
4	\$9,447,742	\$365,721	\$9,082,022
Total	\$232,767,880	\$31,348,401	201,419,479

### CALCULATION OF IMPACT FEES

#### Cost Attributable to New Development

The cost attributable to new development within this cost of net capacity is calculated by comparing the projected vehicle-miles of demand to the net capacity supplied by the IFCIP. If the demand is higher than the net IFCIP capacity provided, then the full cost of the net capacity is attributable to new development. If there is more net capacity than required to meet the project demand, then the cost attributable to new development is the proportional amount of the cost of net capacity based on the ratio of projected demand to net capacity supplied by the IFCIP.

For this update, all of Schertz's roadway service areas are projected to have a demand by new development that consumes only a portion of the full net capacity supplied by the IFCIP. This is shown in **Table 9**.

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**Table 9: Roadway Improvements Plan Cost Attributable to New Development**

SERVICE AREA	COST OF NET CAPACITY SUPPLIED	PCT. OF CIP ATTRIBUTABLE TO NEW DEV. (10-YR)	COST ATTRIBUTABLE TO NEW DEV.	DEBT SERVICE ATTRIBUTABLE TO NEW DEVELOPMENT	COST ATTRIBUTABLE TO NEW DEV.
1	\$90,840,034	24.4	\$22,184,410	\$2,679,760	\$24,864,170
2	\$35,510,891	95.3	\$33,846,739	\$3,978,291	\$37,825,030
3	\$65,986,533	36.9	\$24,339,036	\$2,865,171	\$27,204,207
4	\$9,082,022	3.8	\$349,633	\$41,588	\$391,221
Total	201,419,479	41.2	\$80,719,818	\$9,564,810	\$90,284,628

## Credit Analysis

Per Chapter 395, the cost of the CIP must be credited for ad-valorem tax generated through new development either through a credit analysis or a flat 50% credit. The City of Schertz opted to perform the credit analysis in lieu of the 50% credit to determine the maximum allowable fee per service unit. No changes were made to the credit analysis as there were no changes in the 10-year Land Use Assumptions (and hence the resultant VMT growth). **Table 10** lists the CIP credit and resultant CIP cost attributable to growth (less credit).

**Table 10: CIP Credit and Resultant Cost Attributable to New Development**

SERVICE AREA	COST ATTRIBUTABLE TO NEW DEV.	CIP CREDIT	TOTAL COST ATTRIBUTABLE TO NEW DEV.
1	\$24,864,170	\$7,974,490	\$16,889,680
2	\$37,825,030	\$13,649,051	\$24,175,979
3	\$27,204,207	\$11,371,991	\$15,832,216
4	\$391,221	\$94,525	\$296,696
Total	\$90,284,628	\$33,090,057	\$57,194,571

## Cost per Service Unit

The cost per service unit is calculated by dividing the cost of the CIP necessitated and attributable to new demand (net cost) by the projected service units of growth over the 10-year planning period.

## TECHNICAL MEMORANDUM

**Table 11** lists the calculation and results of the cost per service unit calculation by service area. The actual cost per service unit reflects the true burden to the City for the implementation of the roadway capital improvements program. Based on the credit analysis, the maximum rate after credit reflects the maximum amount per service unit that can be charged to comply with state statute. The Appendix details the maximum fee per service unit calculation for each service area.

**Table 11: Cost per Service Unit Summary**

	A	B	C	D= B / A	E = C / A
SERVICE AREA	PROJECTED 10-YEAR GROWTH (VEH-MI)	TOTAL COST ATTRIBUTABLE TO NEW DEVELOPMENT	TOTAL COST ATTRIBUTABLE TO DEV. (LESS CREDIT)	BASE COST PER SERVICE UNIT	MAXIMUM ALLOWABLE COST PER SERVICE UNIT (AFTER CREDIT)
1	10,461	\$24,864,170	\$16,889,680	\$2,409.84	\$1,614.54
2	17,905	\$37,825,030	\$24,175,979	\$2,090.20	\$1,350.25
3	14,918	\$27,204,207	\$15,832,216	\$1,806.78	\$1,061.26
4	124	\$391,221	\$296,696	\$3,155.02	\$2,386.93
Total	43,408	\$90,284,628	\$57,194,571		

These updated cost per service unit rates (maximum allowable) are compared in **Table 12** to the rates calculated in the initial Impact Fee study as well as the current collection rates set at the conclusion of that study. There are slight variations to the cost per service unit in each service area. The updated cost per service unit do not have a negative effect to existing collection rates if the same collection rate is desired to be maintained.

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**Table 12: Cost per Service Unit Comparison to Initial Impact Fee Study**

Service Area	Maximum Credited Cost per Service Unit			COLLECTION RATE			
	2017 STUDY	2021 STUDY UPDATE	DIFF.	RESIDENTIAL		NON-RESIDENTIAL	
				Mar 2021 - 2022	Mar 2022 Forward	Mar 2018 - 2021	Mar 2021 Forward
1	\$1,647.53	\$1,614.54	(\$32.99)	\$900.00	\$1,000.00	\$100.00	\$175.00
2	\$1,327.89	\$1,350.25	\$22.36	\$900.00	\$1,000.00	\$100.00	\$175.00
3	\$1,044.48	\$1,061.26	\$16.78	\$900.00	\$1,000.00	\$100.00	\$175.00
4	\$2,392.72	\$2,386.93	(\$5.79)	\$900.00	\$1,000.00	\$100.00	\$175.00

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## Appendices

## TECHNICAL MEMORANDUM

### APPENDIX A: ROADWAY IMPROVEMENT PLAN PROJECTS

# TECHNICAL MEMORANDUM

## Definitions

LANES	The total number of lanes in both directions available for travel.
TYPE	<p>The type of roadway (used in determining capacity):</p> <p>UC = undivided collector DC = divided collector UA = undivided arterial DA = divided arterial SC = special collector (roadway with continuous left turn) SA = special arterial (roadway with continuous left turn) OW = one-way roadway</p>
PK-HR VOLUME	The existing volumes of cars on the roadway segment traveling during the afternoon (P.M.) peak hour of travel.
% IN SERVICE AREA	If the roadway is located on the boundary of the service area (with the city limits running along the centerline of the roadway), then half of the roadway is inventoried in the service area and the other half is not. This value is either 50% or 100%.
VEH-MI SUPPLY TOTAL	The number of total service units (vehicle-miles) supplied within the service area, based on the length, and established capacity of the roadway type.
VEH-MI TOTAL DEMAND PK-HR	The total service unit (vehicle-mile) demand created by existing traffic on the roadway segment in the afternoon peak hour.
EXCESS CAPACITY PK-HR VEH-MI	The number of service units supplied but unused by existing traffic in the afternoon peak hour.

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Serv Area	Project No.	Project Roadway	From	To	Project Status	Length (mi)	No. of Lanes	Type	Pct. in Rwy Serv. Area	Peak Hour Volume* A	B	Total	PK Hr Total VMT Supply	PK Hr Total VMT Demand	Excess	CIP VMT Deficiency
1	1	FM 2252	IH 35	FM 482	New	0.32	4	DA	100%	73	250	323	853	102	751	0
1	2	FM 2252	FM 482	Railroad Tracks	New	0.64	4	DA	100%	73	250	323	1726	206	1519	0
1/X	3	FM 2252	Railroad Tracks	N City Limits	New	0.22	4	DA	50%	0	250	250	289	55	244	0
1/2	4	N/S Connector (1)	IH 35	Railroad Tracks	New	1.25	4	DA	50%	0	0	0	1691	0	1691	0
1	5	E/W Connector (1)	N/S Connector (1)	FM 2252	New	0.99	4	DA	100%	0	0	0	2668	0	2668	0
1	6	E/W Connector (2)	N/S Connector (1)	FM 2252	New	0.99	2	UC	100%	0	0	0	988	0	988	0
1	7	FM 482	FM 2252	Hubertus Rd	New	1.05	4	DA	100%	46	52	98	2841	103	2738	0
1	8	FM 482	Hubertus Rd	Railroad Tracks	New	1.00	4	DA	100%	46	52	98	2705	98	2607	0
1	9	FM 482	800' W of Friesenhahn	Friesenhahn Ln	New	0.15	4	DA	100%	46	52	98	405	15	390	0
1/X	10	FM 482	Friesenhahn Ln	Schwab Rd	New	0.59	4	DA	50%	46	0	46	797	27	769	0
1	11	FM 482	Schwab Rd	E City Limits	New	1.20	4	DA	100%	46	52	98	3240	118	3122	0
1	12	Hubertus Rd	IH 35	FM 482	New	0.57	4	DA	100%	30	57	87	1529	49	1480	0
1	13	Hubertus Rd	FM 482	N City Limits	New	0.30	4	DA	100%	0	0	0	821	0	821	0
1	14	Friesenhahn Ln	FM 482	FM 482	New	0.72	3	SC	100%	50	50	100	789	72	717	0
1	15	Schwab Rd	IH 35	FM 482	New	0.63	6	DA	100%	120	315	435	2548	274	2274	0
1	16	E/W Connector (3)	Hubertus Rd	David Lack Blvd	New	1.59	3	SC	100%	0	0	0	1754	0	1754	0
1	17A	Eckhardt Rd	Froese Ln	Green Valley Rd	New	1.11	2	UC	100%	19	11	30	1110	33	1077	0
1	18	Schwab Rd	IH 35	S City Limits	New	1.14	4	DA	100%	0	0	0	3078	0	3078	0
1	19	Froese Ln	Schwab Rd	Eckhardt Rd	New	0.57	2	UC	100%	0	0	0	573	0	573	0
1	20	Froese Ln	2200' E of Eckhardt	E City Limits	New	0.26	2	UC	100%	0	0	0	280	0	280	0
1	21	Green Valley Rd	W City Limits	E City Limits	New	0.87	4	DA	100%	10	10	20	2352	17	2335	0
1	22	Homestead Pkwy	End Ex Homestead Pkwy	S City Limits	New	0.33	2	UC	100%	0	0	0	326	0	326	0
1	23	Country Club Blvd	Scenic Links	S City Limits	New	0.35	2	UC	100%	0	0	0	350	0	350	0
1	24	E/W Connector (4)	Country Club Blvd	Homestead Pkwy	New	0.77	2	UC	100%	0	0	0	770	0	770	0
1	25A	E/W Connector (4)	Schwab Rd	Eckhardt Rd	New	0.45	2	UC	100%	10	10	20	451	9	442	0
1/X	25B	Big John Lane	Eckhardt Rd	City Limits	New	0.06	2	UC	50%	0	0	0	28	0	28	0
1/X	25C	E/W Connector (4)	City Limits	E. City Limits	New	0.68	2	UC	50%	0	0	0	342	0	342	0
1	26	FM 1103	IH 35	Old Wiederstein Rd	New	0.70	4	DA	100%	590	1020	1610	1894	1129	764	0
1	27	N/S Conn. (1)/Cibola Valley	IH 35	Old Wiederstein Rd	New	0.55	4	DA	100%	50	50	100	1485	55	1430	0
1	28	N/S Connector (2)	IH 35	Old Wiederstein Rd	New	0.73	4	DA	100%	0	0	0	1983	0	1983	0
1	29	E/W Connector (5)	N/S Connector (1)	FM 1103	New	2.00	2	UC	100%	0	0	0	1988	0	1988	0
1/X	30	Old Wiederstein Rd	N/S Connector (1)	Cherry Tree Dr	New	2.17	4	DA	50%	0	177	177	2930	384	2545	0
Sub-total SA 1													45583	2747	42835	0
2	31	Doerr Ln	N City Limits	Lookout Rd	New	0.91	3	SC	100%	50	50	100	1004	91	913	0
2/1	4	N/S Connector (1)	IH 35	Railroad Tracks	New	1.25	4	DA	50%	0	0	0	1691	0	1691	0
2	32	E/W Connector (2)	FM 3009	N/S Connector (1)	New	0.81	2	UC	100%	0	0	0	810	0	810	0
2	33	E/W Connector (6)	FM 3009	N/S Connector (1)	New	0.81	2	UC	100%	0	0	0	810	0	810	0
2	34	Mid-Cities Pkwy	IH 35	FM 3009	New	0.98	3	SC	100%	0	0	0	1082	0	1082	0
2	35	E/W Connector (1)	FM 3009	N/S Connector (1)	New	0.81	4	DA	100%	0	0	0	2200	0	2200	0
2	36	E/W Conn. (7)/Tejas Way	W City Limits	Doerr Ln	Recoup	0.65	3	SC	100%	0	0	0	717	0	717	0
2	36A	Tejas Way	Existing Tejas Way	UP RR/City Limit	New	0.52	3	SC	100%	0	0	0	574	0	574	0
2	37	Lookout Rd	Tri-County Pkwy	Schertz Pkwy	New	0.74	3	SC	100%	133	219	352	815	261	554	0
2	38	Four Oaks Ln	End of Ex. Four Oaks Ln	N/S Connector (1)	New	0.54	3	SC	100%	0	0	0	598	0	598	0



Serv Area	Project No.	Roadway	From	To	Project Status	Length (mi)	No. of Lanes	Type	Pct. In Rdwy	Peak Hour Volume*			VMT Supply		Demand Pk Hr Total	Excess VMT Capacity	CIP VMT Deficiency
										A	B	Total	Pk Hr Total	VMT			
2	39	Wiederstein Rd	E City Limits	FM 3009	New	0.64	4	DA	100%	0	0	0	1737	0	1737	0	
2	40	Wiederstein Rd	Schertz Pkwy	W City Limits	New	0.41	2	UC	100%	100	100	200	406	81	325	0	
2	41	Baptist Health Dr	Ripps-Kreusler	Wiederstein Rd	New	0.27	3	SC	100%	0	0	0	302	0	302	0	
2	42	Ripps-Kreusler	Baptist Health Dr	End of Ripps Kreusler	New	0.22	3	SC	100%	0	0	0	245	0	245	0	
2	43	Maske Rd	FM 1518	Oak St	New	0.54	3	SC	100%	97	105	202	595	109	486	0	
2	44	Maske Rd Realignment	Oak St	Schertz Pkwy	New	0.88	2	UC	100%	0	0	0	875	0	875	0	
2	45	FM 1518/Main St	Maske Rd	Oak St	New	1.30	3	SA	100%	397	351	748	1753	971	782	0	
2	46	FM 1518	N City Limits	SA 3 Limit	New	0.36	6	DA	100%	755	508	1263	1465	457	1008	0	
2/3	47	FM 1518	SA 3 Limit	Schertz Pkwy Ext.	New	0.39	6	DA	50%	755	0	755	793	296	497	0	
2	48	FM 78/John Peterson Blvd	W City Limits	E City Limits	New	1.81	6	DA	100%	1525	1098	2621	7311	4732	2580	0	
Sub-total SA 2						14.86							25783	6998	18785	0	
3/2	47	FM 1518	SA 2 Limit	Schertz Pkwy Ext.	New	0.39	6	DA	50%	0	508	508	793	199	594	0	
3	49	FM 1518	Schertz Pkwy Ext.	IH 10	New	4.09	6	DA	100%	755	508	1263	16565	5168	11398	0	
3	50	Schaefer Rd	W City Limits	FM 1518	New	0.48	2	UC	100%	100	100	200	478	96	383	0	
3/X	51	RAF - Burnette	Schaefer Rd	E City Limits	New	0.55	4	DA	100%	50	50	100	1472	55	1417	0	
3/X	52	Lower Seguin Rd	W City Limits	E of Tates Dr	New	0.35	3	SA	50%	304	0	304	237	107	130	0	
3	53	Lower Seguin Rd	E of Tates Dr	W of Canopy Bend	New	1.76	3	SA	100%	304	188	492	2376	866	1510	0	
3	54A	Lower Seguin Rd	W of Canopy Bend	E City Limits	New	1.08	4	DA	100%	37	16	53	2903	57	2846	0	
3	54B	Lower Seguin Rd	W of Canopy Bend	E City Limits	New	0.23	4	DA	100%	37	16	53	626	12	614	0	
3	55	N/S Connector (3)	S. of Schaefer/Raf Burnette	Lower Seguin Rd	New	0.66	4	DA	100%	0	0	0	1778	0	1778	0	
3	56	N/S Connector (3)	N City Limits	S City Limits	New	0.27	4	DA	100%	0	0	0	716	0	716	0	
3	57A	N/S Connector (4)	N City Limits	S City Limits	New	0.28	2	UC	100%	0	0	0	256	0	256	0	
3	57B	N/S Connector (4)	Lower Seguin Rd	S City Limit/Carmel Ranch	New	0.24	2	UC	100%	0	0	0	243	0	243	0	
3	58	N/S Connector (4)	N City Limits	S City Limits	New	0.21	2	UC	100%	0	0	0	211	0	211	0	
3/X	59	W Ware Seguin Rd	W City Limits	Boeing Dr	New	0.57	2	UC	50%	0	20	20	283	11	272	0	
3	60	W Ware Seguin Rd	Boeing Dr	N/S Connector (5)	New	0.67	2	UC	100%	19	20	39	669	26	642	0	
3	61	N/S Connector (5)	Lower Seguin Rd	W Ware Seguin Rd	New	1.10	2	UC	100%	20	19	39	1104	43	1081	0	
3	62	N/S Connector (5)	W Ware Seguin Rd	E Ware Seguin Rd	New	0.93	2	UC	100%	20	19	39	932	36	895	0	
3	63	Trainer Hale Rd (N/S)	Weir Rd	IH 10	New	1.66	4	DA	100%	50	50	100	4480	166	4314	0	
3	64	Trainer Hale Rd (E/W)	FM 1518	Trainer Hale Rd (N/S)	New	1.51	4	DA	100%	50	50	100	4070	151	3920	0	
3	65	Ware Seguin Rd	Graytown Rd	N/S Connector (5)	New	1.35	3	SA	100%	0	0	0	1828	0	1828	0	
3	66	E Ware Seguin Rd	N/S Connector (5)	FM 1518	New	1.41	3	SA	100%	20	19	39	1910	55	1855	0	
3/4	67	Graytown Rd	Boeing Dr	IH 10	New	1.11	3	SA	50%	238	0	238	752	265	487	0	
3	68	N/S Connector (6)	Ware Seguin Rd	IH 10	New	0.47	3	SC	100%	0	0	0	512	0	512	0	
3	69	E/W Connector (8)	IH 10	E City Limits	New	2.33	3	SC	100%	0	0	0	2553	0	2553	0	
Sub-total SA 3						23.87							47156	7311	40446	0	
4/3	67	Graytown Rd	Boeing Dr	IH 10	New	1.11	3	SA	50%	0	89	89	752	99	653	0	
4	70	Binz-Engleman Rd	W City Limits	Graytown Rd	New	1.30	3	SA	100%	0	0	0	1760	0	1760	0	
4	71	Scenic Lake Dr	Binz-Engleman Rd	IH 10	New	0.77	3	SC	100%	20	20	40	847	31	916	0	
Sub-total SA 4						3.19							3399	130	3229	0	
Totals:						66.68							122,481	17,186	105,295	0	

## TECHNICAL MEMORANDUM

### **APPENDIX B: ROADWAY IMPROVEMENT PLAN COST ANALYSIS**

## TECHNICAL MEMORANDUM

### Definitions

LANES	The total number of lanes in both directions available for travel.
TYPE	<p>The type of roadway (used in determining capacity):</p> <p>UC = undivided collector DC = divided collector UA = undivided arterial DA = divided arterial SC = special collector (roadway with continuous left turn) SA = special arterial (roadway with continuous left turn) OW = one-way roadway</p>
% IN SERVICE AREA	If the roadway is located on the boundary of the service area (with the city limits running along the centerline of the roadway), then half of the roadway is inventoried in the service area and the other half is not. This value is either 50% or 100%.
TOTAL SEGMENT COST	The estimated cost (in dollars) of the entire segment of the proposed improvement.
TOTAL COST IN SERVICE AREA	The estimated cost (in dollars) of the portion of the proposed roadway improvement within the service area.

# TECHNICAL MEMORANDUM

Srv	Area	Project No.	Roadway	From	To	Project Status	Length (mi)	No. of Lanes	Type	Pct. In Rdwy/Serv. Area	Roadway Project Costs		Total Project Cost	Prorated Study Update Cost	Service Area Total Cost (100%)
											Engineering	ROW			
1	1	1	FM 2252	IH 35	FM 482	New	0.32	4	DA	100%	\$100,000	\$39,000	\$1,428,800	\$998	\$1,587,488
1	1	2	FM 2252	FM 482	Railroad Tracks	New	0.64	4	DA	100%	\$205,800	\$0	\$2,940,200	\$1,409	\$3,147,409
1/X	3	3	FM 2252	Railroad Tracks	N City Limits	New	0.22	4	DA	50%	\$33,350	\$0	\$476,500	\$244	\$510,094
1/2	4	4	NS Connector (1)	IH 35	Railroad Tracks	New	1.25	4	DA	50%	\$194,950	\$222,750	\$3,202,650	\$1,380	\$3,204,030
1	5	5	E/W Connector (1)	NS Connector (1)	FM 2252	New	0.99	4	DA	100%	\$337,600	\$352,800	\$5,613,000	\$2,179	\$5,615,179
1	6	6	E/W Connector (2)	NS Connector (1)	FM 2252	New	0.99	2	UC	100%	\$261,300	\$274,400	\$4,269,000	\$907	\$4,269,807
1	7	7	FM 482	Hubertus Rd	Hubertus Rd	New	1.05	4	DA	100%	\$343,300	\$207,900	\$4,904,000	\$2,319	\$5,458,419
1	8	8	FM 482	Hubertus Rd	Railroad Tracks	New	1.00	4	DA	100%	\$323,800	\$198,000	\$4,626,000	\$2,209	\$5,150,009
1	9	9	FM 482	800' W of Friesenhahn	Friesenhahn Ln	New	0.15	4	DA	100%	\$47,400	\$30,000	\$676,700	\$331	\$754,431
1/X	10	10	FM 482	Friesenhahn Ln	Schwab Rd	New	0.59	4	DA	50%	\$96,250	\$58,400	\$1,375,350	\$650	\$1,530,650
1	11	11	FM 482	Schwab Rd	E City Limits	New	1.20	4	DA	100%	\$390,400	\$237,600	\$5,577,500	\$2,645	\$5,208,145
1	12	12	Hubertus Rd	IH 35	FM 482	New	0.57	4	DA	100%	\$178,000	\$135,400	\$2,542,300	\$1,248	\$2,856,948
1	13	13	Hubertus Rd	IH 35	FM 482	New	0.30	4	DA	100%	\$85,500	\$142,600	\$1,336,200	\$670	\$1,572,970
1	14	14	Friesenhahn Ln	FM 482	N City Limits	New	0.72	3	SC	100%	\$65,400	\$38,000	\$1,220,200	\$644	\$1,344,244
1	15	15	Schwab Rd	IH 35	FM 482	New	0.63	6	DA	100%	\$268,200	\$274,400	\$3,832,100	\$2,080	\$4,376,780
1	16	16	E/W Connector (3)	Hubertus Rd	David Lack Blvd	New	1.59	3	SC	100%	\$370,900	\$440,700	\$5,298,400	\$1,432	\$5,111,432
1	17A	17A	Eckhardt Rd	Proboese Ln	Green Valley Rd	New	1.11	2	UC	100%	\$238,100	\$97,900	\$3,401,100	\$906	\$3,728,006
1	18	18	Schwab Rd	IH 35	S City Limits	New	1.14	4	DA	100%	\$345,100	\$408,300	\$4,928,300	\$2,513	\$5,683,213
1	19	19	Proboese Ln	Schwab Rd	Eckhardt Rd	New	0.57	2	UC	100%	\$122,500	\$168,000	\$1,748,900	\$468	\$2,030,868
1	20	20	Proboese Ln	2200' E of Eckhardt	E City Limits	New	0.26	2	UC	100%	\$55,200	\$31,100	\$802,700	\$212	\$890,212
1	21	21	Green Valley Rd	W City Limits	E City Limits	New	0.87	4	DA	100%	\$263,500	\$172,300	\$3,763,700	\$1,921	\$4,201,421
1	22	22	Homestead Pkwy	End Ex Homestead Pkwy	S City Limits	New	0.33	2	UC	100%	\$71,100	\$81,500	\$1,015,900	\$266	\$1,178,766
1	23	23	Country Club Blvd	Scenic Links	S City Limits	New	0.35	2	UC	100%	\$75,900	\$97,000	\$1,084,200	\$286	\$1,257,386
1	24	24	E/W Connector (4)	Country Club Blvd	Homestead Pkwy	New	0.77	2	UC	100%	\$160,800	\$213,800	\$2,296,600	\$929	\$2,671,829
1	25A	25A	E/W Connector (4)	Schwab Rd	Eckhardt Rd	New	0.45	2	UC	100%	\$98,800	\$124,700	\$1,380,700	\$368	\$1,902,368
1/X	25B	25B	Big John Lane	Eckhardt Rd	City Limits	New	0.06	2	UC	50%	\$3,050	\$3,850	\$43,775	\$23	\$50,608
1/X	25C	25C	E/W Connector (4)	City Limits	City Limits	New	0.68	2	UC	50%	\$36,700	\$47,350	\$524,675	\$279	\$508,904
1	26	26	FM 1103	IH 35	Old Wiederstein Rd	New	0.70	4	DA	100%	\$0	\$0	\$2,000,000	\$1,646	\$2,001,546
1	27	27	NS Conn. (1)/Cibola Valley	IH 35	Old Wiederstein Rd	New	0.55	4	DA	100%	\$0	\$0	\$3,300,000	\$1,212	\$3,301,212
1	28	28	NS Connector (2)	IH 35	Old Wiederstein Rd	New	0.73	4	DA	100%	\$226,800	\$260,200	\$3,154,700	\$1,619	\$3,637,319
1	29	29	E/W Connector (5)	NS Connector (1)	FM 1103	New	2.00	2	UC	100%	\$428,100	\$554,000	\$6,115,100	\$1,632	\$7,098,832
1/X	30	30	Old Wiederstein Rd	NS Connector (1)	Cherry Tree Dr	New	2.17	4	DA	50%	\$328,050	\$128,800	\$4,688,650	\$2,392	\$5,145,922
Sub-total SA 1												\$5,027,850	\$96,029,400	\$37,216	\$96,866,616
2	31	31	Doerr Ln	N City Limits	Lookout Rd	New	0.91	3	SC	100%	\$212,600	\$0	\$3,037,300	\$820	\$3,250,720
2/1	4	4	NS Connector (1)	IH 35	Railroad Tracks	New	1.25	4	DA	50%	\$190,250	\$222,750	\$2,717,900	\$1,380	\$3,132,280
2	32	32	E/W Connector (2)	FM 3009	NS Connector (1)	New	0.81	2	UC	100%	\$208,800	\$224,500	\$2,854,800	\$661	\$3,386,861
2	33	33	E/W Connector (6)	FM 3009	NS Connector (1)	New	0.81	2	UC	100%	\$206,800	\$224,500	\$2,854,800	\$661	\$3,386,761
2	34	34	Mid-Cities Pkwy	IH 35	FM 3009	New	0.98	3	SC	100%	\$215,500	\$0	\$3,078,200	\$883	\$3,294,553
2	35	35	E/W Connector (1)	FM 3009	NS Connector (1)	New	0.81	4	DA	100%	\$255,300	\$288,700	\$3,646,900	\$1,797	\$4,190,697
2	36	36	E/W Conn. (7)/Tejas Way	W City Limits	Doerr Ln	Recoup	0.65	3	SC	100%	\$134,200	\$180,200	\$2,231,100	\$585	\$2,231,685
2	36A	36A	Tejas Way	Existing Tejas Way	UP RRP/City Limit	New	0.52	3	SC	100%	\$99,100	\$133,000	\$1,415,700	\$488	\$1,648,268
2	37	37	Lookout Rd	Tri-County Pkwy	Schwartz Pkwy	New	0.74	3	SC	100%	\$179,500	\$0	\$2,584,100	\$666	\$2,744,266
2	38	38	Four Oaks Ln	End of Ex. Four Oaks Ln	NS Connector (1)	New	0.54	3	SC	100%	\$119,600	\$149,700	\$1,977,300	\$468	\$1,977,768
2	39	39	Wiederstein Rd	E City Limits	FM 3009	New	0.64	4	DA	100%	\$186,600	\$228,100	\$2,665,100	\$1,418	\$3,081,218
2	40	40	Wiederstein Rd	Schwartz Pkwy	W City Limits	New	0.41	2	UC	100%	\$84,700	\$0	\$1,210,000	\$331	\$1,285,031
2	41	41	Baptist-Kreusler	Ripps-Kreusler	Wiederstein Rd	New	0.27	3	SC	100%	\$60,100	\$92,900	\$992,900	\$247	\$993,147
2	42	42	Ripps-Kreusler	Baptist Health Dr	End of Ripps Kreusler	New	0.22	3	SC	100%	\$61,000	\$694,300	\$803,900	\$200	\$804,100
2	43	43	Maskie Rd	FM 1518	Oak St	New	0.54	3	SC	100%	\$119,600	\$0	\$1,708,000	\$486	\$1,828,086
2	44	44	Maskie Rd Realignment	Oak St	Schwartz Pkwy	New	0.88	2	UC	100%	\$222,500	\$243,900	\$3,178,800	\$715	\$3,645,915
2	45	45	FM 1518/Main St	Maskie Rd	Oak St	New	1.30	3	SA	100%	\$294,000	\$0	\$4,200,500	\$1,431	\$4,465,831

# TECHNICAL MEMORANDUM

Serv Area	Project No.	Project Roadway	From	To	Project Status	Length (mi)	No. of Lanes	Type	Pct. In Right-of-Way	Roadway Project Costs		Total Project Cost	Prorated Study Update Cost	Service Area Total Cost (100%)
										Engineering	Construction			
2	46	FM 1518	N City Limits	SA 3 Limit	New	0.36	6	DA	100%	\$27,400	\$17,100	\$438,300	\$1,196	\$437,495
2/3	47	FM 1518	SA 3 Limit	Schertz Pkwy Ext.	New	0.39	6	DA	50%	\$13,950	\$9,250	\$222,650	\$648	\$223,298
2	48	FM 78/John Paterson Blvd	W City Limits	E City Limits	New	1.81	6	DA	100%	\$175,600	\$0	\$2,508,100	\$5,069	\$2,683,749
Sub-total SA 2										\$3,052,700	\$2,057,500	\$46,718,630	\$21,051	\$46,739,681
3/2	47	FM 1518	SA 2 Limit	Schertz Pkwy Ext.	New	0.39	6	DA	50%	\$13,950	\$9,250	\$222,650	\$648	\$223,298
3	49	FM 1518	Schertz Pkwy Ext.	IH 10	New	4.08	6	DA	100%	\$327,300	\$162,000	\$4,675,700	\$13,524	\$5,178,524
3/3	50	Schaefer Rd	W City Limits	FM 1518	New	0.48	2	UC	100%	\$69,300	\$19,000	\$1,536,700	\$391	\$1,537,091
3/3	51	RAF - Burnette	Schaefer Rd	E City Limits	New	0.55	4	DA	100%	\$160,300	\$2,289,800	\$2,559,000	\$1,202	\$2,560,202
3/3	52	Lower Seguin Rd	W City Limits	E of Tates Dr	New	0.35	3	SA	50%	\$44,450	\$6,950	\$696,450	\$193	\$696,643
3	53	Lower Seguin Rd	E of Tates Dr	W of Canopy Bend	New	1.76	3	SA	100%	\$453,300	\$69,700	\$6,475,900	\$1,940	\$7,000,940
3	54A	Lower Seguin Rd	W of Canopy Bend	E City Limits	New	1.08	4	DA	100%	\$313,400	\$127,700	\$4,479,800	\$2,370	\$4,920,270
3	54B	Lower Seguin Rd	W of Canopy Bend	E City Limits	New	0.23	4	DA	100%	\$67,800	\$27,600	\$1,063,700	\$511	\$1,064,211
3	55	NS Connector (3)	S. of Schaefer/Har Burnette	Lower Seguin Rd	New	0.66	4	DA	100%	\$198,000	\$312,600	\$3,338,500	\$1,450	\$3,339,950
3	56	NS Connector (3)	N City Limits	S City Limits	New	0.27	4	DA	100%	\$81,900	\$128,300	\$1,170,200	\$585	\$1,380,985
3	57A	NS Connector (4)	N City Limits	S City Limits	New	0.26	2	UC	100%	\$53,800	\$72,100	\$934,600	\$208	\$934,809
3	57B	NS Connector (4)	Lower Seguin Rd	S City Limits/Carmel Ranch	New	0.24	2	UC	100%	\$50,400	\$67,900	\$938,000	\$198	\$938,199
3	58	NS Connector (4)	N City Limits	S City Limits	New	0.21	2	UC	100%	\$43,600	\$58,200	\$725,000	\$172	\$725,172
3/3	59	W Ware Seguin Rd	W City Limits	Boeing Dr	New	0.57	2	UC	50%	\$38,900	\$0	\$900,550	\$231	\$900,781
3	60	W Ware Seguin Rd	Boeing Dr	NS Connector (5)	New	0.67	2	UC	100%	\$146,300	\$0	\$2,236,900	\$546	\$2,237,446
3	61	NS Connector (5)	Lower Seguin Rd	W Ware Seguin Rd	New	1.10	2	UC	100%	\$227,400	\$304,800	\$3,780,500	\$501	\$3,781,401
3	62	NS Connector (5)	W Ware Seguin Rd	E Ware Seguin Rd	New	0.93	2	UC	100%	\$208,700	\$36,800	\$3,227,400	\$761	\$3,228,161
3	63	Trainer Hale Rd (NS)	Weir Rd	IH 10	New	1.66	4	DA	100%	\$468,900	\$394,400	\$8,020,500	\$3,657	\$8,024,157
3	64	Trainer Hale Rd (E/W)	FM 1518	Trainer Hale Rd (NS)	New	1.51	4	DA	100%	\$500,500	\$59,800	\$7,150,000	\$3,323	\$7,153,623
3	65	Ware Seguin Rd	Graytown Rd	NS Connector (5)	New	1.35	3	SA	100%	\$278,400	\$481,100	\$4,736,300	\$1,493	\$4,737,793
3	66	E Ware Seguin Rd	NS Connector (5)	FM 1518	New	1.41	3	SA	100%	\$298,100	\$167,500	\$4,273,300	\$1,559	\$4,274,859
3/4	67	Graytown Rd	Boeing Dr	IH 10	New	1.11	3	SA	50%	\$126,550	\$65,950	\$2,000,600	\$614	\$2,001,214
3	68	NS Connector (6)	Ware Seguin Rd	IH 10	New	0.47	3	SC	100%	\$103,500	\$130,300	\$1,712,600	\$418	\$1,713,018
3	69	E/W Connector (6)	IH 10	E City Limits	New	2.33	3	SC	100%	\$512,700	\$545,900	\$8,482,300	\$2,093	\$8,484,393
Sub-total SA 3										\$4,868,460	\$3,466,450	\$77,874,850	\$38,991	\$77,913,841
4/3	67	Graytown Rd	Boeing Dr	IH 10	New	1.11	3	SA	50%	\$126,550	\$65,950	\$2,000,600	\$614	\$2,001,214
4	70	Binz-Engleman Rd	W City Limits	Graytown Rd	New	1.30	3	SA	100%	\$275,000	\$403,300	\$4,997,000	\$1,437	\$4,998,437
4	71	Scenic Lake Dr	Binz-Engleman Rd	IH 10	New	0.77	3	SC	100%	\$177,700	\$81,000	\$2,777,400	\$691	\$2,778,091
Sub-total SA 4										\$579,250	\$590,250	\$9,445,000	\$2,742	\$9,447,742
Totals:										\$14,277,050	\$11,132,050	\$232,667,580	\$100,000	\$233,767,580

## TECHNICAL MEMORANDUM

### APPENDIX C: ROADWAY SERVICE AREA ANALYSIS SUMMARY

# TECHNICAL MEMORANDUM

## 2021 Schertz Roadway Impact Fee Update\*

### Service Area Analysis Summary

	1	2	3	4	5	6	7	8	9	10	11	12	13	14
	Capacity Supplied by CIP (veh-mi)	Existing Utilization (veh-mi)	Existing Deficiencies (veh-mi)	Net Capacity Supplied by CIP (veh-mi)	Total Project Cost (veh-mi)	Cost of Net Capacity Supplied	Cost to Meet Existing Utilization	Projected 10-yr Growth (veh-miles)	Pct. of CIP Attributable to New Dev. (10-yr)	Debt Service Attributable to New Dev.	Cost Attributable to New Dev.	CIP Credit per Credit Analysis	Maximum Credited Cost per Service Unit	Full Cost per Service Unit (veh-mi)
1	45,583	2,747	0	42,835	\$96,666,616	\$90,840,034	\$5,826,582	10,461	24.4	\$2,679,760	\$24,864,170	\$7,974,490	\$1,614.54	\$2,408.84
2	25,783	6,998	0	18,785	\$48,739,881	\$35,610,891	\$13,226,990	17,605	95.5	\$3,978,291	\$37,625,030	\$33,646,055	\$1,350.25	\$2,009.21
3	47,756	7,311	0	40,446	\$77,913,641	\$65,986,533	\$11,927,108	14,918	36.9	\$2,885,171	\$27,204,207	\$11,371,991	\$1,061.26	\$1,805.78
4	3,359	130	0	3,229	\$9,141,742	\$9,062,022	\$79,721	124	3.6	\$41,586	\$31,221	\$94,525	\$2,386.93	\$3,155.02
Totals	122,481	17,186	0	105,295	232,767,880	201,419,479	31,348,401	43,408	41.2	\$9,544,810	\$50,284,628	\$33,090,057	\$1,317.59	\$2,072.87

1. TOTAL VEH-MI OF CAPACITY SUPPLIED BY CIP (TVMCAP)
2. TOTAL VEH-MI OF EXISTING DEMAND (VNEXT)
3. TOTAL VEH-MI OF EXISTING DEFICIENCIES (VWDEF)
4. NET AMOUNT OF ROADWAY CAPACITY SUPPLIED (NVMCAP) =  
NVMCAP = TVMCAP - VWDEF
5. TOTAL COST OF CIP WITHIN STUDY AREA (TVMCOST)
6. COST OF NET CAPACITY SUPPLIED (NCVMCAP) =  
NCVMCAP = (NVMCAP/TVMCAP)\*TVMCOST
7. COST TO MEET EXISTING NEEDS AND USAGE (EXCOST) =  
EXCOST = TVMCOST - NCVMCAP
8. TOTAL VEH-MI OF NEW DEMAND OVER TEN YEARS (TNEWDEM)
9. PERCENT OF CIP ATTRIBUTABLE TO NEW DEVELOPMENT (NPONT) =  
IF TNEWDEM > NVMCAP, NPONT = 100%  
IF TNEWDEM < NVMCAP, NPONT = (TNEWDEM / NVMCAP)\*100
10. DEBT SERVICE ATTRIBUTABLE TO NEW DEVELOPMENT (DSDEM)
11. COST OF CIP ATTRIBUTABLE TO NEW DEVELOPMENT (NCVDEM) =  
NCVDEM = (TNEWDEM / NVMCAP) \* NCVMCAP + DSDEM
12. CIP CREDIT PER CREDIT ANALYSIS (CCRED)
13. COST PER SERVICE UNIT = (MAX FEE)  
MAX FEE = (NCVDEM - CCRED) / TNEWDEM
14. BASE COST PER SERVICE UNIT (BASE FEE)  
BASE FEE = NCVDEM / TNEWDEM

### \*Amendments to Service Area 1, 2 and 3 include:

- SA3: Project 51 - Schaefer/Raf Bennett; Secondary Arterial (90'); extension of city limits
- SA3: Project 54/54B - Lower Seguin Road, Secondary Arterial (90'ROW); extension of city limits
- SA3: Project 55 - NIS Connector (120'ROW) from Schaefer/Raf Burnette; extension of city limits
- SA3: Project 57B - Addition of Res Collector (70'ROW) from Lower Seguin Rd; extension of city limits
- SA1: Project 25B/25C - Big John Lane (Res. Collector, 70'ROW); extension of city limits
- SA1: Project 27 - Wiederstein Road (Prin. Art., 120'ROW); extension of city limits
- SA1: Project 36A - Tejas Way Extension (Comm. Collector, 70'ROW)

### Roadway Capital Recovery Fee Ordinance 18-M-13

Service Area	Maximum Credited Cost per Service Unit		COLLECTION RATE			
	2017 Study	2021 Study Update	Difference	RESIDENTIAL Mar 2021 - 2022	NON-RESIDENTIAL Mar 2022 Forward	Mar 2021 Forward
1	\$1,647.53	\$1,611.54	(\$35.99)	\$900.00	\$1,000.00	\$175.00
2	\$1,327.89	\$1,350.25	\$22.36	\$900.00	\$1,000.00	\$175.00
3	\$1,044.48	\$1,061.26	\$16.78	\$900.00	\$1,000.00	\$175.00
4	\$2,392.72	\$2,386.93	(\$5.79)	\$900.00	\$1,000.00	\$175.00





Innovative approaches  
Practical results  
Outstanding service

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TECHNICAL MEMORANDUM



## **2021 Roadway Impact Fee Program Amendment**

March 2, 2022





Innovative approaches  
Practical results  
Outstanding service

## TECHNICAL MEMORANDUM



# 2021 Roadway Impact Fee Program Amendment



FREESE AND NICHOLS, INC.  
TEXAS REGISTERED  
ENGINEERING FIRM  
F-2144

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# TECHNICAL MEMORANDUM

In response to annexations which occurred in 2021, the City of Schertz authorized Freese and Nichols, Inc. (FNI) to perform an impact fee analysis update on the City's roadway systems to incorporate revised city limit boundaries from recent annexations and programmed capital improvements consistent with the Master Thoroughfare Plan in these areas. This analysis of roadways systems serves as an interim update to the initial Impact Fee program adopted March 27, 2018 (Ordinance 18-M-13). The purpose of this technical memorandum is to update the service areas and capital improvements, as necessary, for the update of the unit cost to provide service (cost per roadway vehicle-mile). It was determined that there would be no change in Land Use Assumptions after a review of city growth rates and consultation with City Staff. The methodology used herein satisfies the requirements of the Texas Local Government Code Chapter 395 and is consistent with the methodological approach of the initial program in 2018.

Annexations occurred in Service Areas 1, 2 and 3. There were no changes made within Service Area 4. The analyses will focus on these service areas with documentation of all service areas located in the Appendices.

As part of the impact fee update, FNI conducted meetings with the city's Capital Improvements Advisory Committee (CIAC), City Staff, and the City Council. The CIAC's role included review and comment to (no change in) land use assumptions, Impact Fee Capital Improvements Plans (IFCIP), and comments to the City Council.

## METHODOLOGY

To update the roadway impact fee program, a series of work tasks were undertaken and are described below.

1. Meetings were held with the City of Schertz Staff to review the annexations, changes in the impact fee CIP, and the methodology to be used in the update.
2. Roadway service area structure was updated for areas affected by annexations.
3. Vehicle-miles of travel in the PM peak hour were retained as the service unit measure for roadway impact fee calculations.
4. A roadway conditions inventory was updated for newly annexed roadways to include lane geometries, roadway classifications and segment lengths, as necessary, of facilities in the impact fee program.
5. Projected growth (service units) by service area over the ten-year planning period was retained using the initial Land Use Assumptions and Land Use Equivalency Table.
6. The roadway impact fee capital improvements program (IFCIP) was reviewed to incorporate additional projects in the annexed areas.
7. Roadway cost data of construction, engineering, and right-of-way for amended impact fee projects were compiled by service area.

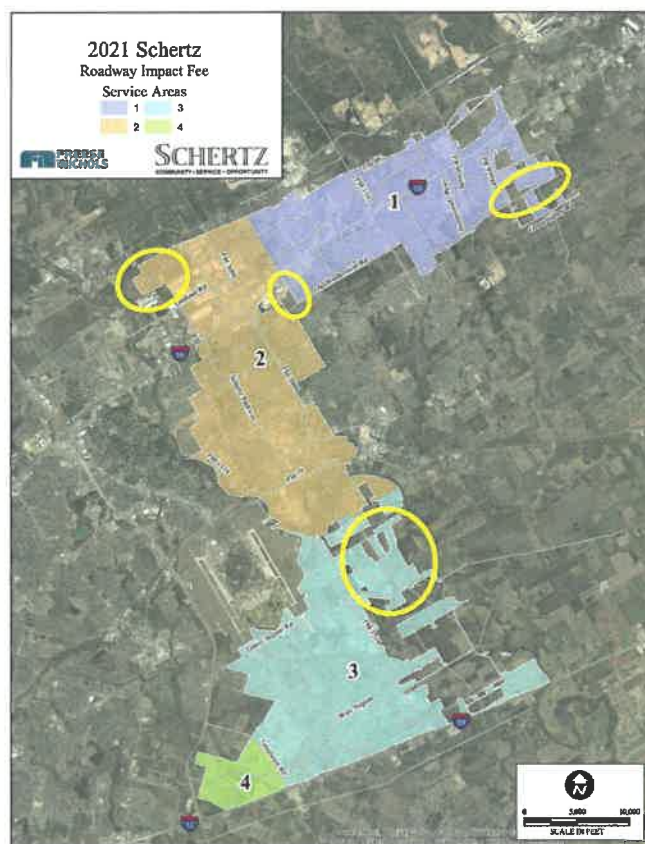
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8. The cost of capacity provided, maximum cost per service unit, and cost attributable to new development were calculated for each service area.
9. A technical memorandum was prepared to document the procedures and findings of the analysis.

### SERVICE AREAS

Roadway service areas define areas to be served by impact fee projects. More importantly, these geographic areas are defined to ensure that facility improvements are near new growth generating the need. Chapter 395 of the Texas Local Government Codes mandates that service areas for roadway programs be limited to a maximum six miles and within city limits.

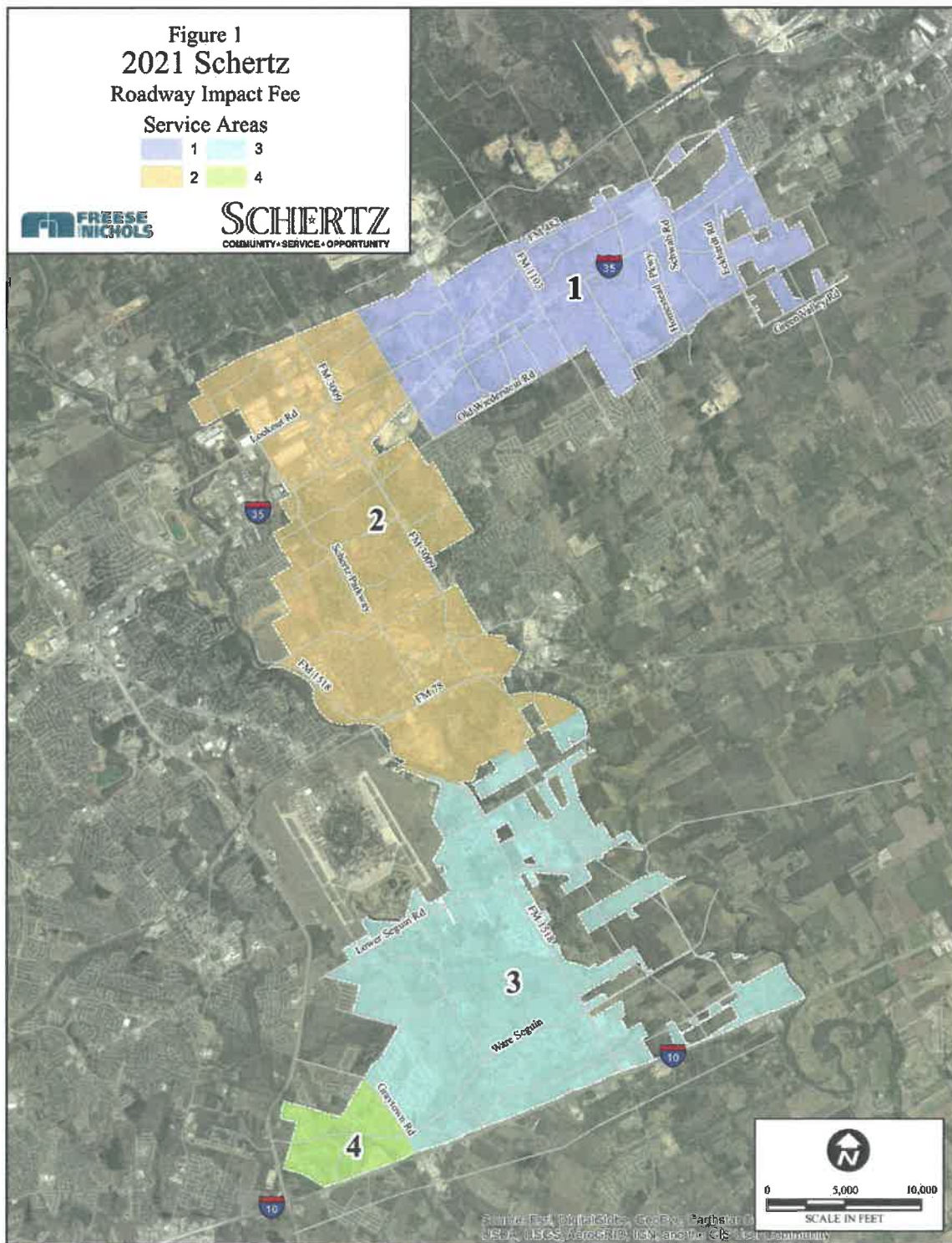
Schertz's service areas for roads were established in the City's initial impact fee program and were adjusted to incorporate the development annexations within Service Areas 1, 2, and 3 (highlighted in the image to the right). Figure 1 illustrates the amended roadway impact fee service area structure.



### LAND USE ASSUMPTIONS

Growth defined in terms of land use assumptions, serve to determine the need and timing of capital improvements to serve future development. This ten-year forecast examined population and employment net growth between 2017 and 2027 and was rooted in analysis of historic growth trends over the past 3, 5, and ten-years and documented as part of the impact fee program implementation process. Given the recent nature of the land use assumptions analysis, the pandemic and economic slowdown, and resurgence/continued growth, the initial ten-year forecast was deemed acceptable for this programmatic update. Hence, no changes were made to the initial ten-year assumptions. **Table 1** and **Table 2**, summarize the forecasted population and employment growth which, in addition to the roadway impact fee capital improvement plan, will serve as basis for the cost per service unit calculation.

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**Table 1: Initial Impact Fee Population Projections**

TEN-YEAR POPULATION PROJECTION CITY OF SCHERTZ				
Roadway Service Areas	2017 Population	2027 Population	Pop. Added	Pct. Change
1	9,239	12,211	2,972	32%
2	28,280	32,169	3,889	14%
3	2,809	12,454	9,645	343%
4	11	68	57	518%
<b>City Total</b>	<b>40,339</b>	<b>56,902</b>	<b>16,563</b>	<b>41%</b>

Source: 2017 Schertz Roadway Impact Fee Study

**Table 2: Initial Impact Fee Employment Projections**

TEN-YEAR EMPLOYMENT PROJECTION CITY OF SCHERTZ				
Roadway Service Area	Total Employment (Employees)			
	2017	2027	Emp. Added	Pct. Change
1	2,206	3,812	1,606	73%
2	8,587	11,304	2,717	32%
3	408	1,111	703	172%
4	0	20	20	--
<b>City Total</b>	<b>11,201</b>	<b>16,247</b>	<b>5,046</b>	<b>45%</b>

Source: 2017 Schertz Roadway Impact Fee Study

## Projected Vehicle-Miles of New Demand

Projected vehicle-miles of demand were calculated based on this net population and employment growth forecasted to occur over the 10-year planning period and the service unit generation for each of the population and employment data components. These values were retained from the 2017 Impact Fee Study, as summarized in **Table 3**.

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**Table 3: Impact Fee 10-Year Projected Service Unit Growth**

SERVICE AREA	PROJECTED 10-YEAR GROWTH (VEHICLE-MILES)
1	10,461
2	17,905
3	14,918
4	124
City Total	43,408

### CAPITAL IMPROVEMENTS PLAN

The impact fee capital improvements plan is aimed at facilitating the implementation of the ultimate thoroughfare network. Projects incorporated into the impact fee program are rooted in the city's official Thoroughfare Plan.

#### Eligible Projects

Legislative mandate stipulates that the impact fee CIP contain only those roadways which are included on the City's official Thoroughfare Plan that are classified as arterial or collector status facilities. A review of the Thoroughfare Plan identified projects which were eligible for consideration by impact fees. Impact fee legislation also allows for the recoupment of costs for previously constructed facilities. Only costs incurred by the City may be considered for impact fees. Roadways constructed with private funding cannot be included for impact fee consideration. Additionally, state facilities are eligible for inclusion to the impact fee system; however, only costs incurred by the City may be eligible for consideration.

#### Eligible Costs

In general, those costs associated with the design, right-of-way acquisition, and construction and financing of all items necessary to implement the roadway projects identified in the capital improvements plan are eligible. It is important to note that upon completion of the capital improvements identified in the CIP, the city must recalculate the impact fee using the actual costs and make refunds if the actual cost is less than the impact fee paid by greater than 10 percent. To prevent this situation, conservative estimates of project cost are considered.

Only the cost necessitated by new development will be utilized for impact fee consideration. For example, if only 60% of the capacity provided by the impact fee CIP is needed over the ten-year window, then only 60% of the cost associated with those facilities is considered in the cost per service unit calculation.

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## Capital Improvements Plan

Using the initial impact fee program capital improvements plan as the base for this update, several projects were added to the capital improvement projects or modified. These project additions were coordinated through City Staff and are listed below in **Table 4**.

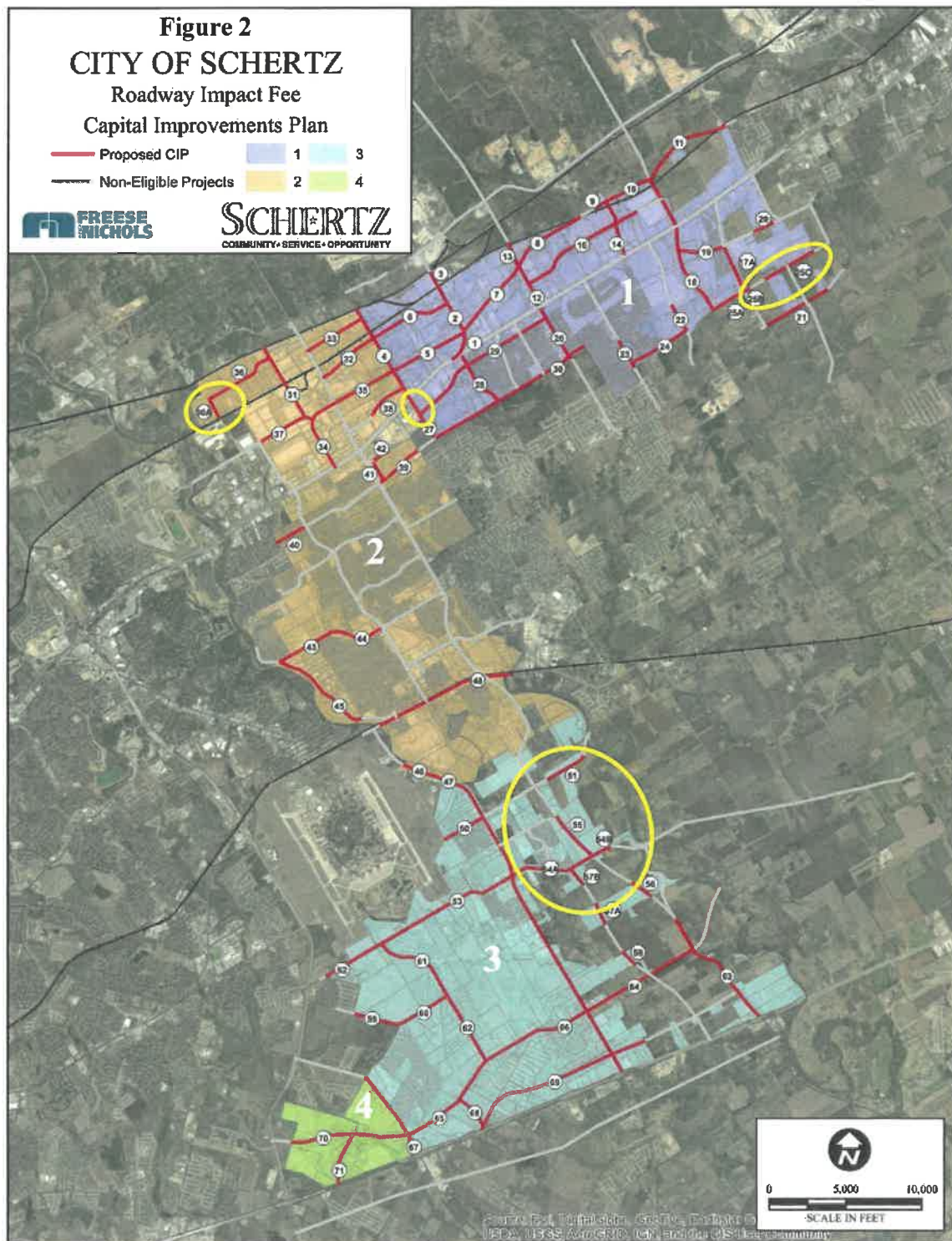
**Table 4: IFCIP Project Additions/Modifications; 2021 Update**

Service Area	Project No.	Roadway	From	To	Project Status	Length (mi)	No. of Lanes	Thoroughfare Plan Description
1	25B/C	Big John Lane	Eckhardt	City Limits	New	0.06	2	Residential Collector
		<i>Comment: Incorporation of Parklands II Addition</i>						
1	25C	Big John Lane	City Limits	Eastern City Limits	New	0.68	2	Residential Collector
		<i>Comment: Incorporation of Parklands II Addition</i>						
1	27	N/S Connector(1) /Cibola Valley	IH 35	Old Wiederstein Rd	New	0.55	4	Secondary Arterial
		<i>Comment: Amended project cost of \$1.3M per Development Agreement on Cibola Valley Drive.</i>						
2	36A	E/W Connector (7)/Tejas Way	W City Limits	Doerr Lane	New	0.65	3	Commercial Collector A
		<i>Comment: Annexation of property and incorporation of thoroughfare extension.</i>						
3/X	51	RAF - Burnette	Schaefer Rd	E City Limits	New	0.55	4	Secondary Arterial
		<i>Comment: Annexation of Sadlebrook Addition.</i>						
3	54A	Lower Seguin Rd	W of Canopy Bend	E City Limits	New	1.08	4	Secondary Arterial
		<i>Comment: Annexation of Sadlebrook Addition.</i>						
3	54B	Lower Seguin Rd	W of Canopy Bend	E City Limits	New	0.23	4	Secondary Arterial
		<i>Comment: Annexation of Sadlebrook Addition.</i>						
3	55	N/S Connector (3)	S. of Schaefer/Raf Burnette	Lower Seguin Rd	New	0.66	4	Principal Arterial
		<i>Comment: Annexation of Sadlebrook Addition.</i>						
3	57B	N/S Connector (4)	Lower Seguin Rd	S City Limit/Carmel Ranch	New	0.24	2	Residential Collector
		<i>Comment: Annexation of Carmel Ranch Addition.</i>						

Project cost estimates were prepared for new additions to the program using a unit cost approach consistent with the methodology of the initial program. Project costs for the initially identified IFCIP program were unchanged unless a project was completed, in which then actual costs were input into the database. **Figure 2** and **Table 5** illustrate and list the capital improvement projects and their associated total cost for the impact fee system. The full list of IFCIP projects and cost for all service areas can be found in the Appendices.



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Table 5: IFCIP Project Listing

Serv Area	Project No.	Roadway	From	To	Project Status	Length (mi)	No. of Lanes	Type	Pct. in Rdwy Serv. Area	Total Project Cost
1	1	FM 2252	IH 35	FM 482	New	0.32	4	DA	100%	\$1,566,800
1	2	FM 2252	FM 482	Railroad Tracks	New	0.64	4	DA	100%	\$3,146,000
1/X	3	FM 2252	Railroad Tracks	N City Limits	New	0.22	4	DA	50%	\$509,850
1/2	4	N/S Connector (1)	IH 35	Railroad Tracks	New	1.25	4	DA	50%	\$3,202,650
1	5	E/W Connector (1)	N/S Connector (1)	FM 2252	New	0.99	4	DA	100%	\$5,513,000
1	6	E/W Connector (2)	N/S Connector (1)	FM 2252	New	0.99	2	UC	100%	\$4,269,000
1	7	FM 482	FM 2252	Hubertus Rd	New	1.05	4	DA	100%	\$5,456,100
1	8	FM 482	Hubertus Rd	Railroad Tracks	New	1.00	4	DA	100%	\$5,147,800
1	9	FM 482	800' W of Friesenhahn	Friesenhahn Ln	New	0.15	4	DA	100%	\$754,100
1/X	10	FM 482	Friesenhahn Ln	Schwab Rd	New	0.59	4	DA	50%	\$1,530,000
1	11	FM 482	Schwab Rd	E City Limits	New	1.20	4	DA	100%	\$6,205,500
1	12	Hubertus Rd	IH 35	FM 482	New	0.57	4	DA	100%	\$2,855,700
1	13	Hubertus Rd	FM 482	N City Limits	New	0.30	4	DA	100%	\$1,572,300
1	14	Friesenhahn Ln	IH 35	FM 482	New	0.72	3	SC	100%	\$1,343,600
1	15	Schwab Rd	IH 35	FM 482	New	0.63	6	DA	100%	\$4,374,700
1	16	E/W Connector (3)	Hubertus Rd	David Lack Blvd	New	1.59	3	SC	100%	\$5,110,000
1	17A	Eckhardt Rd	Froboese Ln	Green Valley Rd	New	1.11	2	UC	100%	\$3,727,100
1	18	Schwab Rd	IH 35	S City Limits	New	1.14	4	DA	100%	\$5,680,700
1	19	Froboese Ln	Schwab Rd	Eckhardt Rd	New	0.57	2	UC	100%	\$2,030,400
1	20	Froboese Ln	2200' E of Eckhardt	E City Limits	New	0.26	2	UC	100%	\$890,000
1	21	Green Valley Rd	W City Limits	E City Limits	New	0.87	4	DA	100%	\$4,199,500
1	22	Homestead Pkwy	End Ex Homestead Pkwy	S City Limits	New	0.33	2	UC	100%	\$1,178,500
1	23	Country Club Blvd	Scenic Links	S City Limits	New	0.35	2	UC	100%	\$1,257,100
1	24	E/W Connector (4)	Country Club Blvd	Homestead Pkwy	New	0.77	2	UC	100%	\$2,671,200
1	25A	E/W Connector (4)	Schwab Rd	Eckhardt Rd	New	0.45	2	UC	100%	\$1,602,000
1/X	25B	Big John Lane	Eckhardt Rd	City Limits	New	0.06	2	UC	50%	\$50,675
1/X	25C	E/W Connector (4)	City Limits	E. City Limits	New	0.68	2	UC	50%	\$608,625
1	26	FM 1103	IH 35	Old Wiederstein Rd	New	0.70	4	DA	100%	\$2,000,000
1	27	N/S Conn. (1)/Cibola Valley	IH 35	Old Wiederstein Rd	New	0.55	4	DA	100%	\$1,300,000
1	28	N/S Connector (2)	IH 35	Old Wiederstein Rd	New	0.73	4	DA	100%	\$3,635,700
1	29	E/W Connector (5)	N/S Connector (1)	FM 1103	New	2.00	2	UC	100%	\$7,097,200
1/X	30	Old Wiederstein Rd	N/S Connector (1)	Cherry Tree Dr	New	2.17	4	DA	50%	\$5,143,600
Sub-total SA 1						24.96				\$96,629,400
2	31	Doerr Ln	N City Limits	Lookout Rd	New	0.91	3	SC	100%	\$3,249,900
2/1	4	N/S Connector (1)	IH 35	Railroad Tracks	New	1.25	4	DA	50%	\$3,130,900
2	32	E/W Connector (2)	FM 3009	N/S Connector (1)	New	0.81	2	UC	100%	\$3,386,200
2	33	E/W Connector (6)	FM 3009	N/S Connector (1)	New	0.81	2	UC	100%	\$3,386,100
2	34	Mid-Cities Pkwy	IH 35	FM 3009	New	0.98	3	SC	100%	\$3,293,700
2	35	E/W Connector (1)	FM 3009	N/S Connector (1)	New	0.81	4	DA	100%	\$4,190,900
2	36	E/W Conn. (7)/Tejas Way	W City Limits	Doerr Ln	Recoup	0.65	3	SC	100%	\$2,231,100
2	36A	Tejas Way	Existing Tejas Way	UP R/R/City Limit	New	0.52	3	SC	100%	\$1,647,800
2	37	Lookout Rd	Tri-County Pkwy	Schertz Pkwy	New	0.74	3	SC	100%	\$2,743,600
2	38	Four Oaks Ln	End of Ex. Four Oaks Ln	N/S Connector (1)	New	0.54	3	SC	100%	\$1,977,300
2	39	Wiederstein Rd	E City Limits	FM 3009	New	0.64	4	DA	100%	\$3,079,800
2	40	Wiederstein Rd	Schertz Pkwy	W City Limits	New	0.41	2	UC	100%	\$1,294,700
2	41	Baptist Health Dr	Ripps-Kreusler	Wiederstein Rd	New	0.27	3	SC	100%	\$992,900
2	42	Ripps-Kreusler	Baptist Health Dr	End of Ripps Kreusler	New	0.22	3	SC	100%	\$803,900
2	43	Maske Rd	FM 1518	Oak St	New	0.54	3	SC	100%	\$1,827,600
2	44	Maske Rd Realignment	Oak St	Schertz Pkwy	New	0.88	2	UC	100%	\$3,645,200
2	45	FM 1518/Main St	Maske Rd	Oak St	New	1.30	3	SA	100%	\$4,494,500
2	46	FM 1518	N City Limits	SA 3 Limit	New	0.36	6	DA	100%	\$436,300
2/3	47	FM 1518	SA 3 Limit	Schertz Pkwy Ext.	New	0.39	6	DA	50%	\$222,650
2	48	FM 78/John Peterson Blvd	W City Limits	E City Limits	New	1.81	6	DA	100%	\$2,683,780
Sub-total SA 2						14.86				\$48,718,830

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Table 5 (continued): IFCIP Project Listing

Serv Area	Project No.	Roadway	From	To	Project Status	Length (mi)	No. of Lanes	Type	Pct. in Rdwy Serv. Area	Total Project Cost
3/2	47	FM 1518	SA 2 Limit	Schertz Pkwy Ext.	New	0.39	6	DA	50%	\$222,650
3	49	FM 1518	Schertz Pkwy Ext.	IH 10	New	4.09	6	DA	100%	\$5,165,000
3	50	Schaefer Rd	W City Limits	FM 1518	New	0.48	2	UC	100%	\$1,536,700
3/X	51	RAF - Burnette	Schaefer Rd	E City Limits	New	0.55	4	DA	100%	\$2,559,000
3/X	52	Lower Seguin Rd	W City Limits	E of Tates Dr	New	0.35	3	SA	50%	\$686,450
3	53	Lower Seguin Rd	E of Tates Dr	W of Canopy Bend	New	1.76	3	SA	100%	\$6,998,900
3	54A	Lower Seguin Rd	W of Canopy Bend	E City Limits	New	1.08	4	DA	100%	\$4,917,900
3	54B	Lower Seguin Rd	W of Canopy Bend	E City Limits	New	0.23	4	DA	100%	\$1,063,700
3	55	N/S Connector (3)	S. of Schaefer/Raf Burnette	Lower Seguin Rd	New	0.66	4	DA	100%	\$3,338,500
3	56	N/S Connector (3)	N City Limits	S City Limits	New	0.27	4	DA	100%	\$1,380,400
3	57A	N/S Connector (4)	N City Limits	S City Limits	New	0.26	2	UC	100%	\$894,600
3	57B	N/S Connector (4)	Lower Seguin Rd	S City Limit/Carmel Ranch	New	0.24	2	UC	100%	\$838,000
3	58	N/S Connector (4)	N City Limits	S City Limits	New	0.21	2	UC	100%	\$725,000
3/X	59	W Ware Seguin Rd	W City Limits	Boeing Dr	New	0.57	2	UC	50%	\$900,550
3	60	W Ware Seguin Rd	Boeing Dr	N/S Connector (5)	New	0.67	2	UC	100%	\$2,236,900
3	61	N/S Connector (5)	Lower Seguin Rd	W Ware Seguin Rd	New	1.10	2	UC	100%	\$3,780,500
3	62	N/S Connector (5)	W Ware Seguin Rd	E Ware Seguin Rd	New	0.93	2	UC	100%	\$3,227,400
3	63	Trainer Hale Rd (N/S)	Weir Rd	IH 10	New	1.66	4	DA	100%	\$8,020,500
3	64	Trainer Hale Rd (E/W)	FM 1518	Trainer Hale Rd (N/S)	New	1.51	4	DA	100%	\$7,710,300
3	65	Ware Seguin Rd	Graytown Rd	N/S Connector (5)	New	1.35	3	SA	100%	\$4,736,300
3	66	E Ware Seguin Rd	N/S Connector (5)	FM 1518	New	1.41	3	SA	100%	\$4,739,900
3/4	67	Graytown Rd	Boeing Dr	IH 10	New	1.11	3	SA	50%	\$2,000,600
3	68	N/S Connector (6)	Ware Seguin Rd	IH 10	New	0.47	3	SC	100%	\$1,712,600
3	69	E/W Connector (8)	IH 10	E City Limits	New	2.33	3	SC	100%	\$8,482,300
<b>Sub-total SA 3</b>						23.67				<b>\$77,874,650</b>
4/3	67	Graytown Rd	Boeing Dr	IH 10	New	1.11	3	SA	50%	\$2,000,600
4	70	Binz-Engleman Rd	W City Limits	Graytown Rd	New	1.30	3	SA	100%	\$4,667,000
4	71	Scenic Lake Dr	Binz-Engleman Rd	IH 10	New	0.77	3	SC	100%	\$2,777,400
<b>Sub-total SA 4</b>						3.19				<b>\$9,445,000</b>
<b>Totals:</b>						<b>66.68</b>				<b>\$232,667,880</b>

**Notes:**

- DA- Divided arterial
- SA- Special arterial (with two way left turn lane)
- SC- Special collector (with two way left turn lane)
- UC- Undivided collector

## Projected Vehicle-Miles Capacity Available for New Growth

The vehicle-miles of new capacity supply were calculated consistent with the initial program for capacity supplied. The equation used was:

$$\text{Vehicle-Miles of New Capacity} = \text{Link capacity per peak hour per lane} \times \text{No. of Lanes} \times \text{Length of segment (miles)}$$

Vehicle-miles of new capacity provided by the CIP are listed in **Table 6**. Also depicted is the net capacity provided by the CIP (removal of existing traffic consuming capacity from improvements). The Appendix contains details of the capacity calculations provided by the CIP program for all service areas.



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**Table 6: Updated Vehicle-Miles of IFCIP Capacity Provided**

	A	B	C = A - B	D	E = C - D
SERVICE AREA	CAPACITY SUPPLIED BY CIP (VEH-MI)	EXISTING UTILIZATION ON CIP ROADS (VEH-MI)	EXCESS CAPACITY (VEH-MI)	EXISTING VEH-MILES OF DEFICIENCIES	VEH-MILES OF NET CAPACITY SUPPLIED
1	45,583	2,747	43,835	0	43,835
2	25,783	6,998	18,785	0	18,785
3	47,756	7,311	40,446	0	40,446
4	3,359	130	3,229	0	3,229
City Total	122,481	17,186	105,295	0	105,295

A comparison of net capacity provided by the updated CIP relative to 10-year demands (from land use assumptions) reveals sufficient capacity to address growth attributable to new development. **Table 7** summarizes the percentage of CIP attributable to new development.

**Table 7: Projected Demand and Percent Attributable to 10-Year Growth**

	A	B	B / A
SERVICE AREA	VEH-MILES OF NET CAPACITY SUPPLIED	PROJECTED 10-YEAR GROWTH (VEH-MI)	PERCENT OF CIP ATTRIBUTABLE TO 10-YEAR GROWTH
1	43,835	10,461	24.4
2	18,785	17,905	95.3
3	40,446	14,918	36.9
4	3,229	124	3.8
City Total	105,295	43,408	41.2

## Cost of Roadway Improvements

The total cost, including study update costs, and cost of net capacity supplied to implement the roadway improvements plan projects by service area are shown in **Table 8**. If traffic exists on proposed CIP project roadways or there are any deficiencies present on the current network within each respective service area (existing utilization), the total system cost is adjusted to reflect the net capacity being made available by the impact fee program. In other words, only the excess or unused portion of the CIP and its associated costs are considered eligible. Per state law, a credit for the

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portion of ad-valorem tax revenues generated by improvements over the program period, or a credit equal to 50% of the total projected cost of implementing the capital improvements plan, must be given. A detailed listing by project segment in each service area can be found in the Appendix.

**Table 8: Summary of IFCIP Cost and Cost of Net Capacity Provided**

SERVICE AREA	TOTAL COST OF PROPOSED IFCIP PROJECTS	COST TO MEET EXISTING UTILIZATION ON CIP ROADWAYS	COST OF NET CAPACITY SUPPLIED BY CIP
1	\$96,666,616	\$5,826,582	\$90,840,034
2	\$48,739,881	\$13,228,990	\$35,510,891
3	\$77,913,641	\$11,927,108	\$65,986,533
4	\$9,447,742	\$365,721	\$9,082,022
Total	\$232,767,880	\$31,348,401	201,419,479

### CALCULATION OF IMPACT FEES

#### Cost Attributable to New Development

The cost attributable to new development within this cost of net capacity is calculated by comparing the projected vehicle-miles of demand to the net capacity supplied by the IFCIP. If the demand is higher than the net IFCIP capacity provided, then the full cost of the net capacity is attributable to new development. If there is more net capacity than required to meet the project demand, then the cost attributable to new development is the proportional amount of the cost of net capacity based on the ratio of projected demand to net capacity supplied by the IFCIP.

For this update, all of Schertz's roadway service areas are projected to have a demand by new development that consumes only a portion of the full net capacity supplied by the IFCIP. This is shown in **Table 9**.

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**Table 9: Roadway Improvements Plan Cost Attributable to New Development**

SERVICE AREA	COST OF NET CAPACITY SUPPLIED	PCT. OF CIP ATTRIBUTABLE TO NEW DEV. (10-YR)	COST ATTRIBUTABLE TO NEW DEV.	DEBT SERVICE ATTRIBUTABLE TO NEW DEVELOPMENT	COST ATTRIBUTABLE TO NEW DEV.
1	\$90,840,034	24.4	\$22,184,410	\$2,679,760	\$24,864,170
2	\$35,510,891	95.3	\$33,846,739	\$3,978,291	\$37,825,030
3	\$65,986,533	36.9	\$24,339,036	\$2,865,171	\$27,204,207
4	\$9,082,022	3.8	\$349,633	\$41,588	\$391,221
Total	201,419,479	41.2	\$80,719,818	\$9,564,810	\$90,284,628

## Credit Analysis

Per Chapter 395, the cost of the CIP must be credited for ad-valorem tax generated through new development either through a credit analysis or a flat 50% credit. The City of Schertz opted to perform the credit analysis in lieu of the 50% credit to determine the maximum allowable fee per service unit. No changes were made to the credit analysis as there were no changes in the 10-year Land Use Assumptions (and hence the resultant VMT growth). **Table 10** lists the CIP credit and resultant CIP cost attributable to growth (less credit).

**Table 10: CIP Credit and Resultant Cost Attributable to New Development**

SERVICE AREA	COST ATTRIBUTABLE TO NEW DEV.	CIP CREDIT	TOTAL COST ATTRIBUTABLE TO NEW DEV.
1	\$24,864,170	\$7,974,490	\$16,889,680
2	\$37,825,030	\$13,649,051	\$24,175,979
3	\$27,204,207	\$11,371,991	\$15,832,216
4	\$391,221	\$94,525	\$296,696
Total	\$90,284,628	\$33,090,057	\$57,194,571

## Cost per Service Unit

The cost per service unit is calculated by dividing the cost of the CIP necessitated and attributable to new demand (net cost) by the projected service units of growth over the 10-year planning period.

## TECHNICAL MEMORANDUM

**Table 11** lists the calculation and results of the cost per service unit calculation by service area. The actual cost per service unit reflects the true burden to the City for the implementation of the roadway capital improvements program. Based on the credit analysis, the maximum rate after credit reflects the maximum amount per service unit that can be charged to comply with state statute. The Appendix details the maximum fee per service unit calculation for each service area.

**Table 11: Cost per Service Unit Summary**

	A	B	C	D= B / A	E = C / A
SERVICE AREA	PROJECTED 10-YEAR GROWTH (VEH-MI)	TOTAL COST ATTRIBUTABLE TO NEW DEVELOPMENT	TOTAL COST ATTRIBUTABLE TO DEV. (LESS CREDIT)	BASE COST PER SERVICE UNIT	MAXIMUM ALLOWABLE COST PER SERVICE UNIT (AFTER CREDIT)
1	10,461	\$24,864,170	\$16,889,680	\$2,409.84	\$1,614.54
2	17,905	\$37,825,030	\$24,175,979	\$2,090.20	\$1,350.25
3	14,918	\$27,204,207	\$15,832,216	\$1,806.78	\$1,061.26
4	124	\$391,221	\$296,696	\$3,155.02	\$2,386.93
Total	43,408	\$90,284,628	\$57,194,571		

These updated cost per service unit rates (maximum allowable) are compared in **Table 12** to the rates calculated in the initial Impact Fee study as well as the current collection rates set at the conclusion of that study. There are slight variations to the cost per service unit in each service area. The updated cost per service unit do not have a negative effect to existing collection rates if the same collection rate is desired to be maintained.

# TECHNICAL MEMORANDUM

**Table 12: Cost per Service Unit Comparison to Initial Impact Fee Study**

Service Area	Maximum Credited Cost per Service Unit			COLLECTION RATE			
	2017 STUDY	2021 STUDY UPDATE	DIFF.	RESIDENTIAL		NON-RESIDENTIAL	
				Mar 2021 - 2022	Mar 2022 Forward	Mar 2018 - 2021	Mar 2021 Forward
1	\$1,647.53	\$1,614.54	(\$32.99)	\$900.00	\$1,000.00	\$100.00	\$175.00
2	\$1,327.89	\$1,350.25	\$22.36	\$900.00	\$1,000.00	\$100.00	\$175.00
3	\$1,044.48	\$1,061.26	\$16.78	\$900.00	\$1,000.00	\$100.00	\$175.00
4	\$2,392.72	\$2,386.93	(\$5.79)	\$900.00	\$1,000.00	\$100.00	\$175.00



# TECHNICAL MEMORANDUM

## Appendices

## TECHNICAL MEMORANDUM

### APPENDIX A: ROADWAY IMPROVEMENT PLAN PROJECTS

# TECHNICAL MEMORANDUM

## Definitions

LANES	The total number of lanes in both directions available for travel.
TYPE	The type of roadway (used in determining capacity):  UC = undivided collector DC = divided collector UA = undivided arterial DA = divided arterial SC = special collector (roadway with continuous left turn) SA = special arterial (roadway with continuous left turn) OW = one-way roadway
PK-HR VOLUME	The existing volumes of cars on the roadway segment traveling during the afternoon (P.M.) peak hour of travel.
% IN SERVICE AREA	If the roadway is located on the boundary of the service area (with the city limits running along the centerline of the roadway), then half of the roadway is inventoried in the service area and the other half is not. This value is either 50% or 100%.
VEH-MI SUPPLY TOTAL	The number of total service units (vehicle-miles) supplied within the service area, based on the length, and established capacity of the roadway type.
VEH-MI TOTAL DEMAND PK-HR	The total service unit (vehicle-mile) demand created by existing traffic on the roadway segment in the afternoon peak hour.
EXCESS CAPACITY PK-HR VEH-MI	The number of service units supplied but unused by existing traffic in the afternoon peak hour.

# TECHNICAL MEMORANDUM

Serv Area	Project No.	Roadway	From	To	Project Status	Length (mi)	No. of Lanes	Type	Pct. in Rwy/Serv. Area	Peak Hour Volume*			VMT Supply/VMT Demand			Excess Capacity	CIP VMT Deficiency
										A	B	Total	Pk Hr Total	Pk Hr Total	Pk Hr Total		
1	1	FM 2252	IH 35	FM 482	New	0.32	4	DA	100%	73	250	323	863	102	751	0	0
1	2	FM 2252	FM 482	Railroad Tracks	New	0.64	4	DA	100%	73	250	323	1726	206	1519	0	0
1/X	3	FM 2252	Railroad Tracks	N City Limits	New	0.22	4	DA	50%	0	250	250	289	55	244	0	0
1/2	4	N/S Connector (1)	IH 35	Railroad Tracks	New	1.25	4	DA	50%	0	0	0	1691	0	1691	0	0
1	5	E/W Connector (1)	N/S Connector (1)	FM 2252	New	0.99	4	DA	100%	0	0	0	2668	0	2668	0	0
1	6	E/W Connector (2)	N/S Connector (1)	FM 2252	New	0.99	2	UC	100%	0	0	0	988	0	988	0	0
1	7	FM 482	FM 2252	Hubertus Rd	New	1.05	4	DA	100%	46	52	98	2841	103	2738	0	0
1	8	FM 482	Hubertus Rd	Railroad Tracks	New	1.00	4	DA	100%	46	52	98	2705	98	2607	0	0
1	9	FM 482	800' W of Friesenhahn	Friesenhahn Ln	New	0.15	4	DA	100%	46	52	98	405	15	390	0	0
1/X	10	FM 482	Friesenhahn Ln	Schwab Rd	New	0.59	4	DA	50%	46	0	46	797	27	769	0	0
1	11	FM 482	Schwab Rd	E City Limits	New	1.20	4	DA	100%	46	52	98	3240	118	3122	0	0
1	12	Hubertus Rd	IH 35	FM 482	New	0.57	4	DA	100%	30	57	87	1529	49	1480	0	0
1	13	Hubertus Rd	FM 482	N City Limits	New	0.30	4	DA	100%	0	0	0	821	0	821	0	0
1	14	Friesenhahn Ln	IH 35	FM 482	New	0.72	3	SC	100%	50	50	100	769	72	717	0	0
1	15	Schwab Rd	IH 35	FM 482	New	0.63	6	DA	100%	120	315	435	2548	274	2274	0	0
1	16	E/W Connector (3)	Hubertus Rd	David Lack Blvd	New	1.59	3	SC	100%	0	0	0	1754	0	1754	0	0
1	17A	Eckhardt Rd	Froboese Ln	Green Valley Rd	New	1.11	2	UC	100%	18	11	30	1110	33	1077	0	0
1	18	Schwab Rd	IH 35	S City Limits	New	1.14	4	DA	100%	0	0	0	3078	0	3078	0	0
1	19	Froboese Ln	Schwab Rd	Eckhardt Rd	New	0.57	2	UC	100%	0	0	0	573	0	573	0	0
1	20	Froboese Ln	2200' E of Eckhardt	E City Limits	New	0.26	2	UC	100%	0	0	0	260	0	260	0	0
1	21	Green Valley Rd	W City Limits	E City Limits	New	0.87	4	DA	100%	10	10	20	2362	17	2335	0	0
1	22	Homestead Pkwy	End Ex Homestead Pkwy	S City Limits	New	0.33	2	UC	100%	0	0	0	326	0	326	0	0
1	23	Country Club Blvd	Scenic Links	S City Limits	New	0.35	2	UC	100%	0	0	0	350	0	350	0	0
1	24	E/W Connector (4)	Country Club Blvd	Homestead Pkwy	New	0.77	2	UC	100%	0	0	0	770	0	770	0	0
1	25A	E/W Connector (4)	Schwab Rd	Eckhardt Rd	New	0.45	2	UC	100%	10	10	20	451	9	442	0	0
1/X	25B	Big John Lane	Eckhardt Rd	City Limits	New	0.06	2	UC	50%	0	0	0	28	0	28	0	0
1/X	25C	E/W Connector (4)	City Limits	E City Limits	New	0.88	2	UC	50%	0	0	0	342	0	342	0	0
1	26	FM 1103	IH 35	Old Wiederstein Rd	New	0.70	4	DA	100%	590	1020	1610	1884	1129	764	0	0
1	27	N/S Conn. (1)/Cibola Valley	IH 35	Old Wiederstein Rd	New	0.55	4	DA	100%	50	50	100	1485	55	1430	0	0
1	28	N/S Connector (2)	IH 35	Old Wiederstein Rd	New	0.73	4	DA	100%	0	0	0	1983	0	1983	0	0
1	29	E/W Connector (5)	N/S Connector (1)	FM 1103	New	2.00	2	UC	100%	0	0	0	1988	0	1988	0	0
1/X	30	Old Wiederstein Rd	N/S Connector (1)	Cherry Tree Dr	New	2.17	4	DA	50%	0	177	177	2930	384	2545	0	0
Sub-total SA 1																	45583
2	31	Doerr Ln	N City Limits	Lookout Rd	New	0.91	3	SC	100%	50	50	100	1004	91	913	0	0
2/1	4	N/S Connector (1)	IH 35	Railroad Tracks	New	1.25	4	DA	50%	0	0	0	1691	0	1691	0	0
2	32	E/W Connector (2)	FM 3009	N/S Connector (1)	New	0.81	2	UC	100%	0	0	0	810	0	810	0	0
2	33	E/W Connector (6)	FM 3009	N/S Connector (1)	New	0.81	2	UC	100%	0	0	0	810	0	810	0	0
2	34	Mid-Cities Pkwy	IH 35	FM 3009	New	0.98	3	SC	100%	0	0	0	1082	0	1082	0	0
2	35	E/W Connector (1)	FM 3009	N/S Connector (1)	New	0.81	4	DA	100%	0	0	0	2200	0	2200	0	0
2	36	E/W Conn. (7)/Tejas Way	W City Limits	Doerr Ln	Recoup	0.65	3	SC	100%	0	0	0	717	0	717	0	0
2	36A	Tejas Way	Existing Tejas Way	UP RR/City Limit	New	0.52	3	SC	100%	0	0	0	574	0	574	0	0
2	37	Lookout Rd	Tri-County Pkwy	Schertz Pkwy	New	0.74	3	SC	100%	133	219	352	815	261	554	0	0
2	38	Four Oaks Ln	End of Ex. Four Oaks Ln	N/S Connector (1)	New	0.54	3	SC	100%	0	0	0	598	0	598	0	0

# TECHNICAL MEMORANDUM

Serv Area	Project No.	Project Roadway	From	To	Project Status	Length (mi)	No. of Lanes	Type	Pct. In Relvy	Peak Hour Volume* A	Peak Hour Volume* B	Total	PK Hr Total	Supply VMT Demand	Excess	CIP VMT
2	39	Wiederstein Rd	E City Limits	FM 3009	New	0.64	4	DA	100%	0	0	0	1737	0	1737	0
2	40	Wiederstein Rd	Schertz Pkwy	W City Limits	New	0.41	2	UC	100%	100	100	200	408	81	325	0
2	41	Baptist Health Dr	Ripps-Kreusler	Wiederstein Rd	New	0.27	3	SC	100%	0	0	0	302	0	302	0
2	42	Ripps-Kreusler	Baptist Health Dr	End of Ripps Kreusler	New	0.22	3	SC	100%	0	0	0	245	0	245	0
2	43	Maske Rd	FM 1518	Oak St	New	0.54	3	SC	100%	97	105	202	595	109	486	0
2	44	Maske Rd Realignment	Oak St	Schertz Pkwy	New	0.88	2	UC	100%	0	0	0	875	0	875	0
2	45	FM 1518/Main St	Maske Rd	Oak St	New	1.30	3	SA	100%	387	351	748	1753	971	782	0
2	46	FM 1518	N City Limits	SA 3 Limit	New	0.36	6	DA	100%	755	508	1263	1465	457	1008	0
2/3	47	FM 1518	SA 3 Limit	Schertz Pkwy Ext.	New	0.39	6	DA	50%	755	0	755	793	296	487	0
2	48	FM 79/John Peterson Blvd	W City Limits	E City Limits	New	1.81	6	DA	100%	1525	1096	2621	7311	4732	2580	0
Sub-total SA 2						14.86							25783	6998	18765	0
3/2	47	FM 1518	SA 2 Limit	Schertz Pkwy Ext.	New	0.39	6	DA	50%	0	508	508	793	199	594	0
3	49	FM 1518	Schertz Pkwy Ext.	IH 10	New	4.09	6	DA	100%	755	508	1263	16565	5166	11399	0
3	50	Schaefer Rd	W City Limits	FM 1518	New	0.48	2	UC	100%	100	100	200	478	96	383	0
3/X	51	RAF - Burnette	Schaefer Rd	E City Limits	New	0.55	4	DA	100%	50	50	100	1472	55	1417	0
3/X	52	Lower Seguin Rd	W City Limits	E of Tales Dr	New	0.35	3	SA	50%	304	0	304	237	107	130	0
3	53	Lower Seguin Rd	E of Tales Dr	W of Canopy Band	New	1.76	3	SA	100%	304	188	492	2376	866	1510	0
3	54A	Lower Seguin Rd	W of Canopy Band	E City Limits	New	1.08	4	DA	100%	37	16	53	2903	57	2846	0
3	54B	Lower Seguin Rd	W of Canopy Band	E City Limits	New	0.23	4	DA	100%	37	16	53	626	12	614	0
3	55	NS Connector (3)	S. of Schaefer/Raf Burnette	Lower Seguin Rd	New	0.68	4	DA	100%	0	0	0	1776	0	1776	0
3	56	NS Connector (3)	N City Limits	S City Limits	New	0.27	4	DA	100%	0	0	0	716	0	716	0
3	57A	NS Connector (4)	N City Limits	S City Limits	New	0.26	2	UC	100%	0	0	0	256	0	256	0
3	57B	NS Connector (4)	Lower Seguin Rd	S City Limit/Carmel Ranch	New	0.24	2	UC	100%	0	0	0	243	0	243	0
3	58	NS Connector (4)	N City Limits	S City Limits	New	0.21	2	UC	100%	0	0	0	211	0	211	0
3/X	59	W Ware Seguin Rd	W City Limits	Boeing Dr	New	0.57	2	UC	50%	0	20	20	283	11	272	0
3	60	W Ware Seguin Rd	Boeing Dr	N/S Connector (5)	New	0.67	2	UC	100%	19	20	39	669	26	642	0
3	61	NS Connector (5)	Lower Seguin Rd	W Ware Seguin Rd	New	1.10	2	UC	100%	20	19	39	1104	43	1061	0
3	62	NS Connector (5)	W Ware Seguin Rd	E Ware Seguin Rd	New	0.93	2	UC	100%	20	19	39	932	36	895	0
3	63	Trainer Hale Rd (N/S)	Weir Rd	IH 10	New	1.66	4	DA	100%	50	50	100	4480	168	4314	0
3	64	Trainer Hale Rd (E/W)	FM 1518	Trainer Hale Rd (N/S)	New	1.51	4	DA	100%	50	50	100	4070	151	3920	0
3	65	Ware Seguin Rd	Graytown Rd	N/S Connector (5)	New	1.35	3	SA	100%	0	0	0	1828	0	1828	0
3	66	E Ware Seguin Rd	N/S Connector (5)	FM 1518	New	1.41	3	SA	100%	20	19	39	1910	55	1855	0
3/4	67	Graytown Rd	Boeing Dr	IH 10	New	1.11	3	SA	50%	238	0	238	752	265	487	0
3	68	NS Connector (6)	Ware Seguin Rd	IH 10	New	0.47	3	SC	100%	0	0	0	512	0	512	0
3	69	E/W Connector (8)	IH 10	E City Limits	New	2.33	3	SC	100%	0	0	0	2553	0	2553	0
Sub-total SA 3						23.67							47756	7311	40446	0
4/3	67	Graytown Rd	Boeing Dr	IH 10	New	1.11	3	SA	50%	0	89	89	752	99	653	0
4	70	Binz-Engleman Rd	W City Limits	Graytown Rd	New	1.30	3	SA	100%	0	0	0	1760	0	1760	0
4	71	Scenic Lake Dr	Binz-Engleman Rd	IH 10	New	0.77	3	SC	100%	20	20	40	947	31	816	0
Sub-total SA 4						3.19							3359	130	3229	0
Totals:						66.68							122,481	17,186	105,295	0

## TECHNICAL MEMORANDUM

### APPENDIX B: ROADWAY IMPROVEMENT PLAN COST ANALYSIS

# TECHNICAL MEMORANDUM

## Definitions

LANES	The total number of lanes in both directions available for travel.
TYPE	<p>The type of roadway (used in determining capacity):</p> <p>UC = undivided collector DC = divided collector UA = undivided arterial DA = divided arterial SC = special collector (roadway with continuous left turn) SA = special arterial (roadway with continuous left turn) OW = one-way roadway</p>
% IN SERVICE AREA	If the roadway is located on the boundary of the service area (with the city limits running along the centerline of the roadway), then half of the roadway is inventoried in the service area and the other half is not. This value is either 50% or 100%.
TOTAL SEGMENT COST	The estimated cost (in dollars) of the entire segment of the proposed improvement.
TOTAL COST IN SERVICE AREA	The estimated cost (in dollars) of the portion of the proposed roadway improvement within the service area.

# TECHNICAL MEMORANDUM

Serv Area	Project No.	Roadway	From	To	Project Status	Length (mi)	No. of Lanes	Type	Pct. In Rdwy Serv. Area	Roadway Project Costs			Total Project Cost	Paved Study Unstate Cost	Service Area Total Cost (%100%)
										Engineering	ROW	Construction			
1	1	FM 2252	IH 35	FM 482	New	0.32	4	DA	100%	\$100,000	\$38,000	\$1,428,800	\$1,566,800	\$696	\$1,567,496
1	2	FM 2252	FM 482	Railroad Tracks	New	0.64	4	DA	100%	\$205,800	\$0	\$2,940,200	\$3,146,000	\$1,408	\$3,147,408
1X	3	FM 2252	Railroad Tracks	N City Limits	New	0.22	4	DA	50%	\$33,350	\$0	\$476,500	\$509,850	\$244	\$510,094
1/2	4	N/S Connector (1)	IH 35	Railroad Tracks	New	1.25	4	DA	50%	\$194,950	\$222,750	\$2,784,950	\$3,202,650	\$1,380	\$3,204,030
1	5	E/W Connector (1)	N/S Connector (1)	FM 2252	New	0.99	4	DA	100%	\$337,600	\$352,800	\$4,822,800	\$5,513,000	\$2,179	\$5,515,179
1	6	E/W Connector (2)	N/S Connector (1)	FM 2252	New	0.99	2	UC	100%	\$261,300	\$274,400	\$3,733,300	\$4,269,000	\$807	\$4,269,807
1	7	FM 482	Hubertus Rd	Hubertus Rd	New	1.05	4	DA	100%	\$343,300	\$207,900	\$4,904,900	\$5,456,100	\$2,319	\$5,458,419
1	8	FM 482	Hubertus Rd	Railroad Tracks	New	1.00	4	DA	100%	\$223,800	\$198,000	\$4,826,000	\$5,147,800	\$2,209	\$5,150,009
1	9	FM 482	800 W of Friesenhahn	Friesenhahn Ln	New	0.15	4	DA	100%	\$676,700	\$47,400	\$676,700	\$754,100	\$331	\$754,431
1X	10	FM 482	Friesenhahn Ln	Schwab Rd	New	0.59	4	DA	50%	\$96,250	\$58,400	\$1,375,350	\$1,530,000	\$650	\$1,530,650
1	11	FM 482	Schwab Rd	E City Limits	New	1.20	4	DA	100%	\$390,400	\$237,600	\$5,577,500	\$6,205,500	\$2,845	\$6,208,345
1	12	Hubertus Rd	IH 35	FM 482	New	0.57	4	DA	100%	\$178,000	\$135,400	\$2,542,300	\$2,855,700	\$1,248	\$2,856,948
1	13	Hubertus Rd	FM 482	N City Limits	New	0.30	4	DA	100%	\$93,600	\$142,800	\$1,338,200	\$1,572,300	\$870	\$1,573,170
1	14	Friesenhahn Ln	IH 35	FM 482	New	0.72	3	SC	100%	\$85,400	\$38,000	\$1,220,200	\$1,343,600	\$644	\$1,344,244
1	15	Schwab Rd	IH 35	FM 482	New	0.63	6	DA	100%	\$288,200	\$274,400	\$3,832,100	\$4,374,700	\$2,080	\$4,376,780
1	16	E/W Connector (3)	Hubertus Rd	David Lack Blvd	New	1.59	3	SC	100%	\$370,800	\$440,700	\$5,298,400	\$6,110,000	\$1,432	\$6,111,432
1	17A	Eckhardt Rd	Frobese Ln	Green Valley Rd	New	1.11	2	UC	100%	\$238,100	\$87,900	\$3,401,100	\$3,727,100	\$905	\$3,728,005
1	18	Schwab Rd	IH 35	S City Limits	New	1.14	4	DA	100%	\$345,100	\$408,300	\$4,928,300	\$5,680,700	\$2,513	\$5,683,213
1	19	Frobese Ln	Schwab Rd	Eckhardt Rd	New	0.57	2	UC	100%	\$122,500	\$159,900	\$1,749,900	\$2,030,400	\$468	\$2,030,868
1	20	Green Valley Rd	2200' E of Eckhardt	E City Limits	New	0.26	2	UC	100%	\$56,200	\$31,100	\$802,700	\$890,000	\$212	\$890,212
1	21	Green Valley Rd	W City Limits	E City Limits	New	0.87	4	DA	100%	\$263,500	\$172,300	\$3,783,700	\$4,199,200	\$1,921	\$4,201,121
1	22	Homestead Pkwy	End Ex Homestead Pkwy	S City Limits	New	0.33	2	UC	100%	\$71,100	\$91,500	\$1,015,900	\$1,178,900	\$288	\$1,179,188
1	23	Country Club Blvd	Scenic Links	S City Limits	New	0.35	2	UC	100%	\$75,900	\$97,000	\$1,084,200	\$1,257,100	\$286	\$1,257,386
1	24	E/W Connector (4)	Country Club Blvd	Homestead Pkwy	New	0.77	2	UC	100%	\$160,900	\$213,800	\$2,296,600	\$2,671,200	\$629	\$2,671,829
1	25A	E/W Connector (4)	Schwab Rd	Eckhardt Rd	New	0.45	2	UC	100%	\$96,600	\$124,700	\$1,380,700	\$1,602,000	\$368	\$1,602,368
1X	25B	Big John Lane	Eckhardt Rd	City Limits	New	0.06	2	UC	50%	\$3,050	\$3,850	\$43,775	\$50,675	\$23	\$50,698
1X	25C	E/W Connector (4)	City Limits	E. City Limits	New	0.68	2	UC	50%	\$36,700	\$47,350	\$24,575	\$69,625	\$279	\$69,904
1	26	FM 1103	IH 35	Old Wiederslein Rd	New	0.70	4	DA	100%	\$0	\$0	\$2,000,000	\$2,000,000	\$1,546	\$2,001,546
1	27	N/S Conn. (1)Chisolo Valley	IH 35	Old Wiederslein Rd	New	0.55	4	DA	100%	\$0	\$0	\$1,300,000	\$1,300,000	\$1,212	\$1,301,212
1	28	N/S Connector (2)	IH 35	Old Wiederslein Rd	New	0.73	4	DA	100%	\$220,800	\$260,200	\$3,164,700	\$3,635,700	\$1,619	\$3,637,319
1	29	E/W Connector (5)	N/S Connector (1)	FM 1103	New	2.00	2	UC	100%	\$428,100	\$554,000	\$6,115,100	\$7,097,200	\$1,632	\$7,098,832
1X	30	Old Wiederslein Rd	N/S Connector (1)	Cherry Tree Dr	New	2.17	4	DA	50%	\$328,050	\$128,900	\$4,088,050	\$5,143,900	\$2,392	\$5,146,292
Sub-total SA 1										\$5,776,650	\$5,027,850	\$65,824,900	\$66,629,400	\$37,216	\$66,666,616
2	31	Doerr Ln	N City Limits	Lookout Rd	New	0.91	3	SC	100%	\$212,800	\$0	\$3,037,300	\$3,249,900	\$820	\$3,250,720
2/1	4	N/S Connector (1)	IH 35	Railroad Tracks	New	1.25	4	DA	50%	\$180,250	\$222,750	\$2,717,900	\$3,130,900	\$1,390	\$3,132,290
2	32	E/W Connector (2)	FM 3009	N/S Connector (1)	New	0.81	2	UC	100%	\$205,800	\$224,500	\$2,954,900	\$3,386,200	\$691	\$3,386,891
2	33	E/W Connector (6)	FM 3009	N/S Connector (1)	New	0.81	2	UC	100%	\$205,800	\$224,500	\$2,954,900	\$3,386,200	\$691	\$3,386,891
2	34	Mid-Cities Pkwy	IH 35	FM 3009	New	0.98	3	SC	100%	\$215,500	\$0	\$3,078,200	\$3,293,700	\$863	\$3,294,563
2	35	E/W Connector (1)	FM 3009	N/S Connector (1)	New	0.81	4	DA	100%	\$253,300	\$288,700	\$3,946,900	\$4,199,900	\$1,797	\$4,192,097
2	36	E/W Conn. (7)Tejas Way	W City Limits	Doerr Ln	Recoup	0.65	3	SC	100%	\$194,200	\$180,200	\$1,916,700	\$2,231,100	\$585	\$2,231,685
2	36A	Tejas Way	Existing Tejas Way	UP RR/City Limit	New	0.52	3	SC	100%	\$89,100	\$133,000	\$1,415,700	\$1,647,800	\$468	\$1,648,268
2	37	Lookout Rd	Tri-County Pkwy	Schertz Pkwy	New	0.74	3	SC	100%	\$179,500	\$0	\$2,564,100	\$2,743,600	\$666	\$2,744,266
2	38	Four Oaks Ln	End of Ex. Four Oaks Ln	N/S Connector (1)	New	0.54	3	SC	100%	\$119,600	\$149,700	\$1,705,900	\$1,977,300	\$488	\$1,977,788
2	39	Wiederslein Rd	E City Limits	FM 3009	New	0.64	4	DA	100%	\$168,800	\$228,100	\$2,865,100	\$3,079,900	\$1,418	\$3,081,318
2	40	Wiederslein Rd	Schertz Pkwy	W City Limits	New	0.41	2	UC	100%	\$94,700	\$0	\$1,210,000	\$1,294,700	\$331	\$1,295,031
2	41	Baptist Health Dr	Ripps-Kreuser	Wiederslein Rd	New	0.27	3	SC	100%	\$60,100	\$74,800	\$665,000	\$692,900	\$247	\$693,147
2	42	Ripps-Kreuser	Baptist Health Dr	End of Ripps Kreuser	New	0.22	3	SC	100%	\$48,000	\$61,000	\$94,300	\$903,900	\$200	\$904,100
2	43	Maskie Rd	FM 1518	Oak St	New	0.54	3	SC	100%	\$119,500	\$0	\$1,705,000	\$1,827,600	\$486	\$1,828,086
2	44	Maskie Rd Realignment	Oak St	Schertz Pkwy	New	0.88	2	UC	100%	\$243,500	\$243,900	\$3,176,900	\$3,645,200	\$715	\$3,645,915
2	45	FM 1518/Main St	Maskie Rd	Oak St	New	1.30	3	SA	100%	\$294,000	\$0	\$4,202,500	\$4,494,500	\$1,431	\$4,495,931



# TECHNICAL MEMORANDUM

Serv Area	Project No.	Roadway	From	To	Project Status	Length (mi)	No. of Lanes	Type Relay Serv. Area	Pct. In	Roadway Project Costs		Total Project Cost	Privatized Study Update Cost	Service Area Total Cost (100%)
										Engineering	ROW			
2	46	FM 1518	N City Limits	SA 3 Limit	New	0.36	6	DA	100%	\$27,400	\$17,100	\$436,300	\$1,196	\$437,496
2/3	47	FM 1518	SA 3 Limit	Schertz Pkwy Ext.	New	0.39	6	DA	50%	\$13,950	\$9,250	\$222,850	\$648	\$223,498
2	48	FM 78/John Peterson Blvd	W City Limits	E City Limits	New	1.81	6	DA	100%	\$175,000	\$0	\$2,008,100	\$5,069	\$2,013,169
Sub-total SA 2										\$3,052,700	\$2,057,500	\$48,718,830	\$21,051	\$48,739,881
3/2	47	FM 1518	SA 2 Limit	Schertz Pkwy Ext.	New	0.39	6	DA	50%	\$13,950	\$9,250	\$222,850	\$648	\$223,498
3	49	FM 1518	Schertz Pkwy Ext.	IH 10	New	4.09	6	DA	100%	\$327,300	\$162,000	\$4,675,700	\$13,524	\$4,689,224
3	50	Schaefer Rd	W City Limits	FM 1518	New	0.48	2	UC	100%	\$99,300	\$19,000	\$1,536,700	\$391	\$1,537,091
3/X	51	RAF - Burnette	Schaefer Rd	E City Limits	New	0.55	4	DA	100%	\$160,300	\$108,900	\$2,269,800	\$1,202	\$2,271,002
3/X	52	Lower Seguin Rd	W City Limits	E of Tales Dr	New	0.35	3	SA	50%	\$44,450	\$6,950	\$696,450	\$193	\$696,643
3	53	Lower Seguin Rd	E of Tales Dr	W of Canopy Bend	New	1.76	3	SA	100%	\$453,300	\$69,700	\$6,475,900	\$1,940	\$6,477,840
3	54A	Lower Seguin Rd	W of Canopy Bend	E City Limits	New	1.08	4	DA	100%	\$313,400	\$127,700	\$4,476,800	\$2,370	\$4,479,170
3	54B	Lower Seguin Rd	W of Canopy Bend	E City Limits	New	0.23	4	DA	100%	\$67,800	\$27,600	\$968,300	\$511	\$968,811
3	55	NS Connector (3)	S of Schaefer/Raf Burnette	Lower Seguin Rd	New	0.66	4	DA	100%	\$190,000	\$312,600	\$2,627,900	\$1,460	\$2,629,360
3	56	NS Connector (3)	N City Limits	S City Limits	New	0.27	4	DA	100%	\$81,900	\$128,300	\$1,170,200	\$565	\$1,170,765
3	57A	NS Connector (4)	N City Limits	S City Limits	New	0.26	2	UC	100%	\$53,800	\$72,100	\$768,700	\$208	\$768,908
3	57B	NS Connector (4)	Lower Seguin Rd	S City Limit/Carmel Ranch	New	0.24	2	UC	100%	\$50,400	\$67,500	\$720,100	\$198	\$720,298
3/X	58	W Ware Seguin Rd	W City Limits	Boeing Dr	New	0.57	2	UC	50%	\$58,900	\$0	\$841,650	\$231	\$841,881
3	59	W Ware Seguin Rd	Boeing Dr	NS Connector (5)	New	0.67	2	UC	100%	\$146,300	\$0	\$2,090,600	\$546	\$2,091,146
3	60	NS Connector (5)	Lower Seguin Rd	W Ware Seguin Rd	New	1.10	2	UC	100%	\$227,400	\$304,900	\$3,246,200	\$901	\$3,247,101
3	61	NS Connector (5)	W Ware Seguin Rd	E Ware Seguin Rd	New	0.93	2	UC	100%	\$208,700	\$38,800	\$2,981,900	\$761	\$2,982,661
3	62	NS Connector (5)	Weir Rd	IH 10	New	1.66	4	DA	100%	\$498,900	\$394,400	\$7,127,200	\$3,657	\$7,130,857
3	63	Trainer Hale Rd (NS)	FM 1518	Trainer Hale Rd (NS)	New	1.51	4	DA	100%	\$500,600	\$59,800	\$7,150,000	\$3,323	\$7,153,323
3	64	Trainer Hale Rd (E/W)	Graytown Rd	NS Connector (5)	New	1.35	3	SA	100%	\$278,400	\$481,100	\$3,976,800	\$1,493	\$3,978,293
3	65	Ware Seguin Rd	Graytown Rd	NS Connector (5)	New	1.41	3	SA	100%	\$295,100	\$167,500	\$4,273,300	\$1,559	\$4,274,859
3/4	67	Graytown Rd	Boeing Dr	FM 1518	New	1.11	3	SA	50%	\$126,550	\$65,950	\$1,908,100	\$514	\$1,908,614
3	68	NS Connector (6)	Ware Seguin Rd	IH 10	New	0.47	3	SC	100%	\$103,500	\$130,300	\$1,478,800	\$416	\$1,479,216
3	69	E/W Connector (8)	IH 10	E City Limits	New	2.33	3	SC	100%	\$512,700	\$545,900	\$7,323,700	\$2,053	\$7,325,753
Sub-total SA 3										\$4,866,450	\$3,456,450	\$77,874,650	\$38,991	\$77,913,641
4/3	67	Graytown Rd	Boeing Dr	IH 10	New	1.11	3	SA	50%	\$126,550	\$65,950	\$1,908,100	\$514	\$1,908,614
4	70	Blinz-Engleman Rd	W City Limits	Graytown Rd	New	1.30	3	SA	100%	\$275,000	\$463,300	\$3,928,700	\$1,437	\$3,930,137
4	71	Scenic Lake Dr	Blinz-Engleman Rd	IH 10	New	0.77	3	SC	100%	\$177,700	\$81,000	\$2,559,700	\$591	\$2,560,291
Sub-total SA 4										\$579,250	\$590,250	\$8,276,500	\$2,742	\$8,279,242
Totals:										\$14,277,050	\$11,132,050	\$232,667,880	\$100,000	\$232,767,880

## TECHNICAL MEMORANDUM

### APPENDIX C: ROADWAY SERVICE AREA ANALYSIS SUMMARY

# TECHNICAL MEMORANDUM

## 2021 Schertz Roadway Impact Fee Update\*

### Service Area Analysis Summary

1	2	3	4	5	6	7	8	9	10	11	12	13	14
Service Area	Capacity Supplied by CIP (veh-mi)	Existing Deficiencies (veh-mi)	Net Capacity Supplied by CIP (veh-mi)	Total Project Cost of CIP	Cost of Net Capacity Supplied	Cost to Meet Existing Utilization	Projected 10yr Growth (veh-miles)	Pct. of CIP Attributable to New Dev. (10-yr)	Debt Service Attributable to New Dev.	Cost Attributable to New Dev.	CIP Credit per Credit Analysis	Maximum Credited Cost per Service Unit	Full Cost per Service Unit (veh-mi)
1	45,583	2,747	42,835	\$98,666,616	\$90,940,034	\$5,826,582	10,481	24.4	\$2,679,760	\$24,864,170	\$7,974,490	\$1,614.54	\$2,409.84
2	25,783	6,998	18,785	\$48,739,881	\$35,510,891	\$13,228,990	17,605	95.3	\$3,978,291	\$37,825,030	\$13,649,051	\$1,350.25	\$2,080.20
3	47,756	7,311	40,446	\$77,913,641	\$65,966,533	\$11,927,108	14,918	36.9	\$2,865,171	\$27,204,207	\$11,371,891	\$1,061.26	\$1,806.78
4	3,359	130	3,229	\$9,447,742	\$9,032,022	\$365,721	124	3.8	\$41,588	\$391,221	\$94,525	\$2,368.93	\$3,155.02
<b>Totals</b>	<b>122,481</b>	<b>17,186</b>	<b>105,295</b>	<b>232,767,880</b>	<b>201,419,478</b>	<b>31,348,401</b>	<b>43,408</b>	<b>41.2</b>	<b>\$9,584,810</b>	<b>\$90,284,628</b>	<b>\$33,080,057</b>	<b>\$1,317.59</b>	<b>\$2,072.87</b>

1. TOTAL VEH-MI OF CAPACITY SUPPLIED BY CIP (TVMCAP)

2. TOTAL VEH-MI OF EXISTING DEMAND (VMEXT)

3. TOTAL VEH-MI OF EXISTING DEFICIENCIES (VMEDEF)

4. NET AMOUNT OF ROADWAY CAPACITY SUPPLIED (NVMCAP) =

NVMCAP = TVMCAP - VMEXT - VMEDEF

5. TOTAL COST OF CIP WITHIN STUDY AREA (TVMCOST)

6. COST OF NET CAPACITY SUPPLIED (NVMCOST)

NVMCOST = (NVMCAP / TVMCAP) \* TVMCOST

7. COST TO MEET EXISTING NEEDS AND USAGE (EXCOST) =

EXCOST = TVMCOST - NVMCOST

8. TOTAL VEH-MI OF NEW DEMAND OVER TEN YEARS (TNEWDEM)

9. PERCENT OF CIP ATTRIBUTABLE TO NEW DEVELOPMENT (NPCENT) =

IF TNEWDEM > NVMCAP, NPCENT = 100%

IF TNEWDEM < NVMCAP, NPCENT = (TNEWDEM / NVMCAP) \* 100

10. DEBT SERVICE ATTRIBUTABLE TO NEW DEVELOPMENT (DSDEM)

11. COST OF CIP ATTRIBUTABLE TO NEW DEVELOPMENT (NCVDEM) =

NCVDEM = (TNEWDEM / NVMCAP) \* NVMCOST + DSDEM

12. CIP CREDIT PER CREDIT ANALYSIS (CIPCRD)

13. COST PER SERVICE UNIT = (MAX FEE)

MAX FEE = (NCVDEM - CIPCRD) / TNEWDEM

14. BASE COST PER SERVICE UNIT (BASE FEE)

BASE FEE = NVMCOST / TNEWDEM

### \*Amendments to Service Area 1, 2 and 3 include:

SA3: Project 51 - Schaefer/Raf Bennett, Secondary Arterial (80'); extension of city limits

SA3: Project 54A/54B - Lower Seguin Road, Secondary Arterial (90'ROW); extension of city limits

SA3: Project 55 - NIS Connector (120'ROW) from Schaefer/Raf Burnett; extension of city limits

SA3: Project 57B - Addition of Res Collector (70'ROW) from Lower Seguin Rd; extension of city limits

SA1: Project 25B/25C - Big John Lane (Res. Collector, 70'ROW); extension of city limits

SA1: Project 27 - Widenstein Road (Prim. Art., 120'ROW); Amended Cost per Dev. Agreement

SA1: Project 36A - Tejas Way Extension (Comm. Collector, 70'ROW)

### Roadway Capital Recovery Fee Ordinance 18-M-13

Service Area	Maximum Credited Cost per Service Unit				COLLECTION HAVE			
	2017 Study	2021 Study	Update	Difference	RESIDENTIAL	NON-RESIDENTIAL	Mar 2018 - 2021	Apr 2021 - Present
1	\$1,647.53	\$1,614.54	(\$33.99)	\$22.36	\$900.00	\$1,000.00	\$100.00	\$175.00
2	\$1,327.89	\$1,350.25	\$22.36	\$16.76	\$900.00	\$1,000.00	\$100.00	\$175.00
3	\$1,044.48	\$1,061.26	\$16.76	(\$15.79)	\$900.00	\$1,000.00	\$100.00	\$175.00
4	\$2,392.72	\$2,386.93	(\$5.79)		\$900.00	\$1,000.00	\$100.00	\$175.00

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** April 12, 2022  
**Department:** Executive Team  
**Subject:** Ordinance No. 22-S-13 - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas, amending the Master Thoroughfare Plan. *Final Reading* (M. Browne/B. James)

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**BACKGROUND**

The City is proposing to amend the Master Thoroughfare Plan to include the extension of Tejas Way in the area that was recently annexed after being released by the City of San Antonio from their ETJ. The amendment is occurring generally north of Lookout Road and West of Doerr Lane, west and south of the current Tejas Way.

**GOAL**

Provide for the orderly growth and development of the City.

**COMMUNITY BENEFIT**

Adding the extension of Tejas Way to the Thoroughfare Plan informs the community that the road is planned to exist.

**SUMMARY OF RECOMMENDED ACTION**

Approval of Ordinance 22-S-13 to amend the Master Thoroughfare Plan to add the extension of Tejas Way.

**FISCAL IMPACT**

None

**RECOMMENDATION**

Approval of Ordinance 22-S-13.

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**Attachments**

Ord 22 S 13 Thoroughfare Plan  
legal notice  
Property Owner Notice Letter  
Property Owner Map

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**ORDINANCE NO. 22-S-13**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS  
AMENDING THE MASTER THOROUGHFARE PLAN OF THE CITY OF SCHERTZ  
AND OTHER MATTERS IN CONNECTION THEREWITH**

**WEREAS**, the City Council of the City of Schertz, Texas (the “City”) has adopted a Master Thoroughfare Plan (the “Master Thoroughfare Plan”) as part of the City’s Comprehensive Land Use Plan (the “Comprehensive Land Plan”), which is established under the City’s Amended and Restated Unified Development Code (the “UDC”); and

**WHEREAS**, the City Staff has recommended an update to the current Master Thoroughfare Plan; and

**WHEREAS**, The Planning and Zoning Commission of the City conducted a public hearing and, after considering the criteria in the UDC, made a recommendation of approval of the proposed amendment to the Master Thoroughfare Plan, which is set forth on Exhibit A attached hereto and incorporated herein (the “Amendment”); and

**WHEREAS**, the City Council has been presented with the proposed Amendment and has determined that the Amendment is in the best interest of the City; and

**WHEREAS**, all conditions required prior to implement the Amendment have been satisfied.

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

Section 1. The Master Thoroughfare Plan of the Comprehensive Land Plan is hereby amended as set forth on Exhibit A of this Ordinance.

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

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

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

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

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

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

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

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 5<sup>th</sup> day of April, 2022.

PASSED, APPROVED AND ADOPTED on final reading the 12<sup>th</sup> day of April, 2022.

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Ralph Gutierrez, Mayor

ATTEST:

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Brenda Dennis, City Secretary  
(SEAL OF THE CITY)

Exhibit A  
“Master Thoroughfare Plan”







**CITY OF SCHERTZ  
NOTICE OF PUBLIC HEARING**

The Schertz City Council will conduct a public hearing on **Tuesday, April 5, 2022** at **6:00 p.m.** at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas, 78154 to consider and act upon the following items: Ord. No. 22-S-13: Conduct a public hearing and consideration and/or action on a request to amend the Comprehensive Land Use Plan and Thoroughfare Plan by designating approximately 142 acres of the Future Land Use Map as Industrial generally located 3,500 feet southwest of the intersection of Doerr Lane and Bell North Drive, Comal County, Texas; Property ID: 77739 and designating the extension of Tejas Way as a Commercial Collector A.

NOTICE OF PUBLIC HEARING

March 11, 2022

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, March 23, 2022, 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:

**ZC2022-004**– Conduct a public hearing and make a recommendation on a request to amend the Comprehensive Land Use Plan and Thoroughfare Plan by designating approximately 142 acres of the Future Land Use Map as Industrial generally located 3,500 feet southwest of the intersection of Doerr Lane and Bell North Drive, Comal County, Texas: Property ID 77739 and designating the extension of Tejas Way as a Commercial Collector A.

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 [mharrison@schertz.com](mailto:mharrison@schertz.com). If you have any questions please feel free to call Megan Harrison, Planner directly at (210) 619-1781.

Sincerely,



Megan Harrison  
Planner

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Reply Form

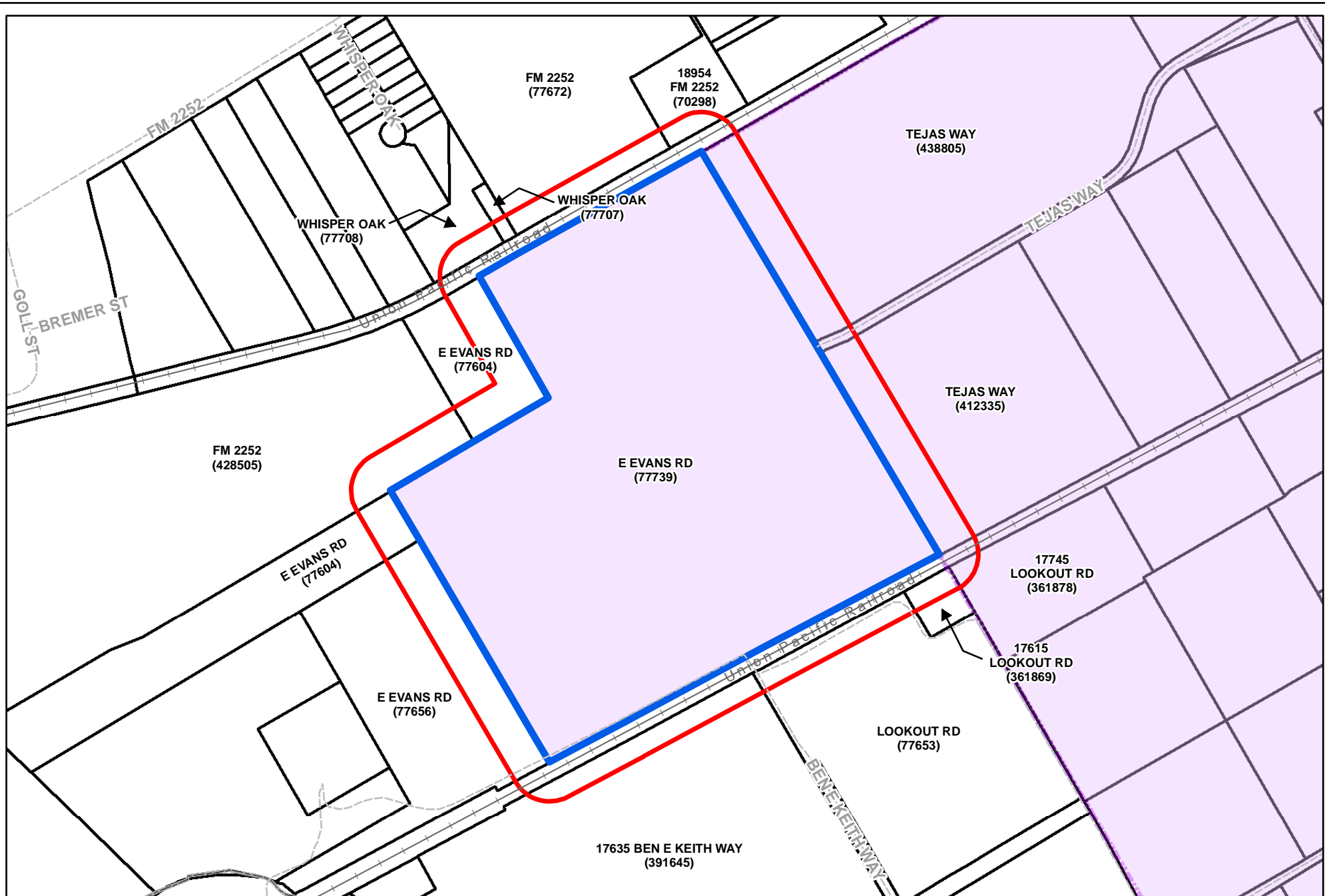
I am: in favor of ☐ opposed to ☐ neutral to ☐ the request for **ZC2022-004**

COMMENTS: \_\_\_\_\_

NAME: \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
(PLEASE PRINT)

STREET ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_



**SCHERTZ**  
COMMUNITY • SERVICE • OPPORTUNITY

Last Update: March 3, 2022

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

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## City of Schertz

TEJAS WAY THOROUGHFARE PLAN &  
COMP PLAN AMENDMENT

A-383 SUR-114 V MICHELI, ACRES 142.096

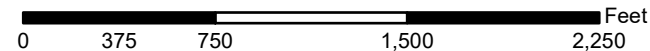


Parcel Boundaries

Schertz City Boundary



200' Buffer



**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** April 12, 2022  
**Department:** Executive Team  
**Subject:** Resolution No. 22-R-41 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas approving requests for Schertz Main Street Local Flavor Economic Development Grants for 539 and 820 Main Street. (B. James)

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**BACKGROUND**

The owner of the properties at 539 and 820 Main Street is applying for Local Flavor Grants.

The owner of 539 Main is applying for a second local flavor grant for the future Hidden Grove Bar at 539 Main. The request is for up to \$20,000 for concrete work associated with new construction on the side - foundations, paving, etc. With this grant, the applicant will have reached the maximum amount of grants available for this property. Attached is an exhibit showing 539 Main Hidden Grove Bar.

The grant for 820 Main is for new construction and is up to \$60,000 but includes 4 to 1 match requirement. It should be noted that in 2019 a grant was received for a property listed as 820 Main, but with replatting and adjusting if addresses that property is now 824 Main. Attached is the elevation and site plan for 820 Main.

**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 22-R-41 approving Schertz Main Street Local Flavor Economic Development Grants for up to \$20,000 for 539 Main and up to \$60,000 for 820 Main.

**FISCAL IMPACT**

Up to \$20,000 for the grant for 539 Main and up to \$60,000 for the 820 Main grant.

**RECOMMENDATION**

---

**Attachments**

Res 22 R 41

539 Main LFG Agreement

539 Main Perspective

539 Main floor plan

820 Main LFG Agreement

820 Main Site Exhibit

820 Main Elevations

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## **RESOLUTION NO. 22-R-41**

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPROVING REQUESTS FOR SCHERTZ MAIN STREET LOCAL FLAVOR ECONOMIC DEVELOPMENT GRANTS FOR 539 AND 820 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 requests for 539 Main Street for up to \$20,000 and for 820 Main Street for up to \$60,000;

**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 requests for 539 Main Street and 820 Main Street subject to the approved criteria of the program and execution of a funding agreements 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 12<sup>th</sup> day of April, 2022.

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 \_  
MWBDLR, 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 MWBDLR, LLC, (ENTITY).

WHEREAS, the ENTITY has developed a proposal to Make improvements to landscaping to 539 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 MWBDLR, 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 \$42,700.00 and fifty percent of which is \$21,350.00 but because of the \$20,000.00 maximum cap is capped at \$20,000.00 for work falling within the criteria for façade and site improvements. 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 MWBDLR, 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 \_\_\_\_\_, 2022.

CITY OF SCHERTZ, TEXAS

ENTITY – MWBDLR, LLC

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

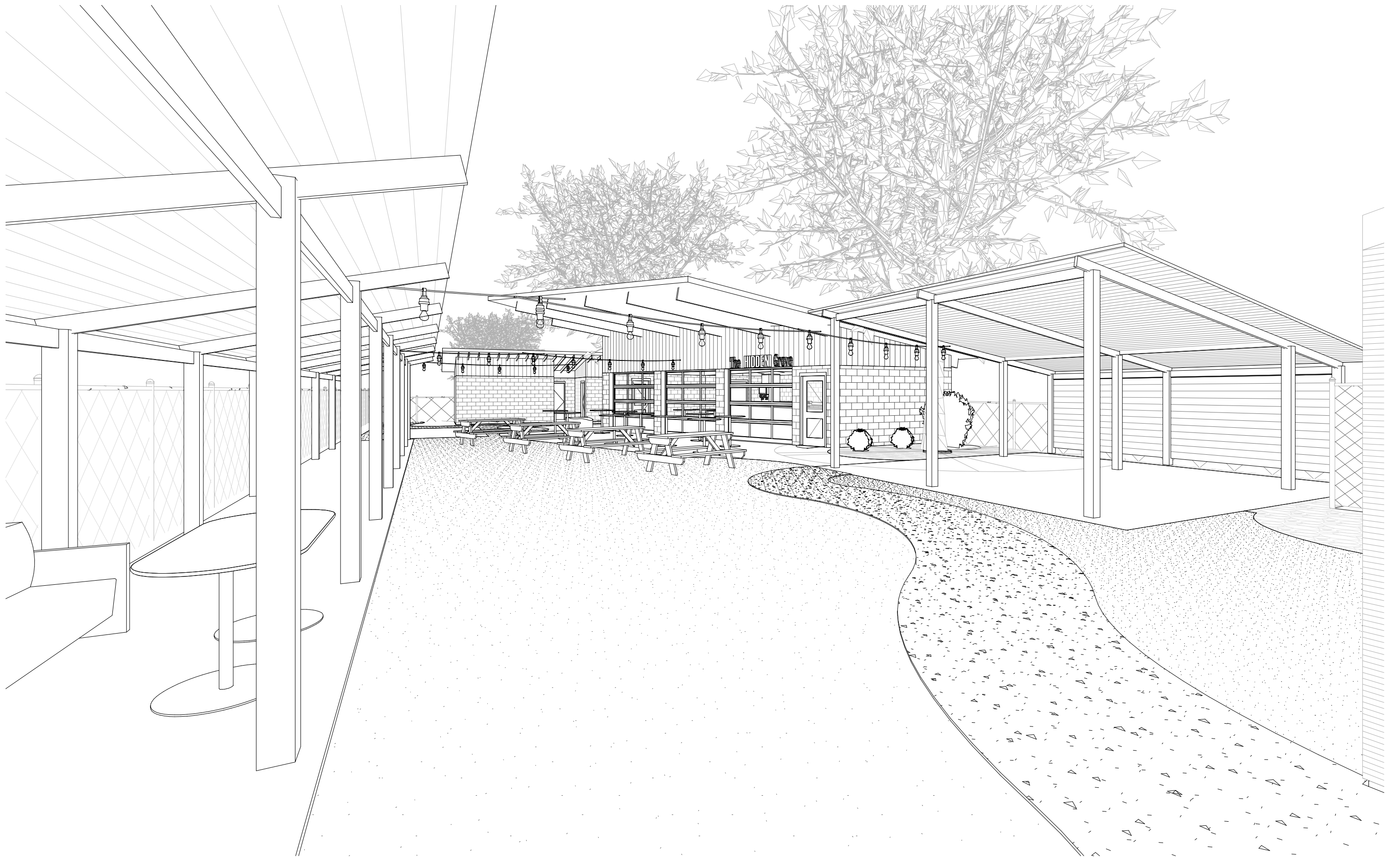
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(Title)

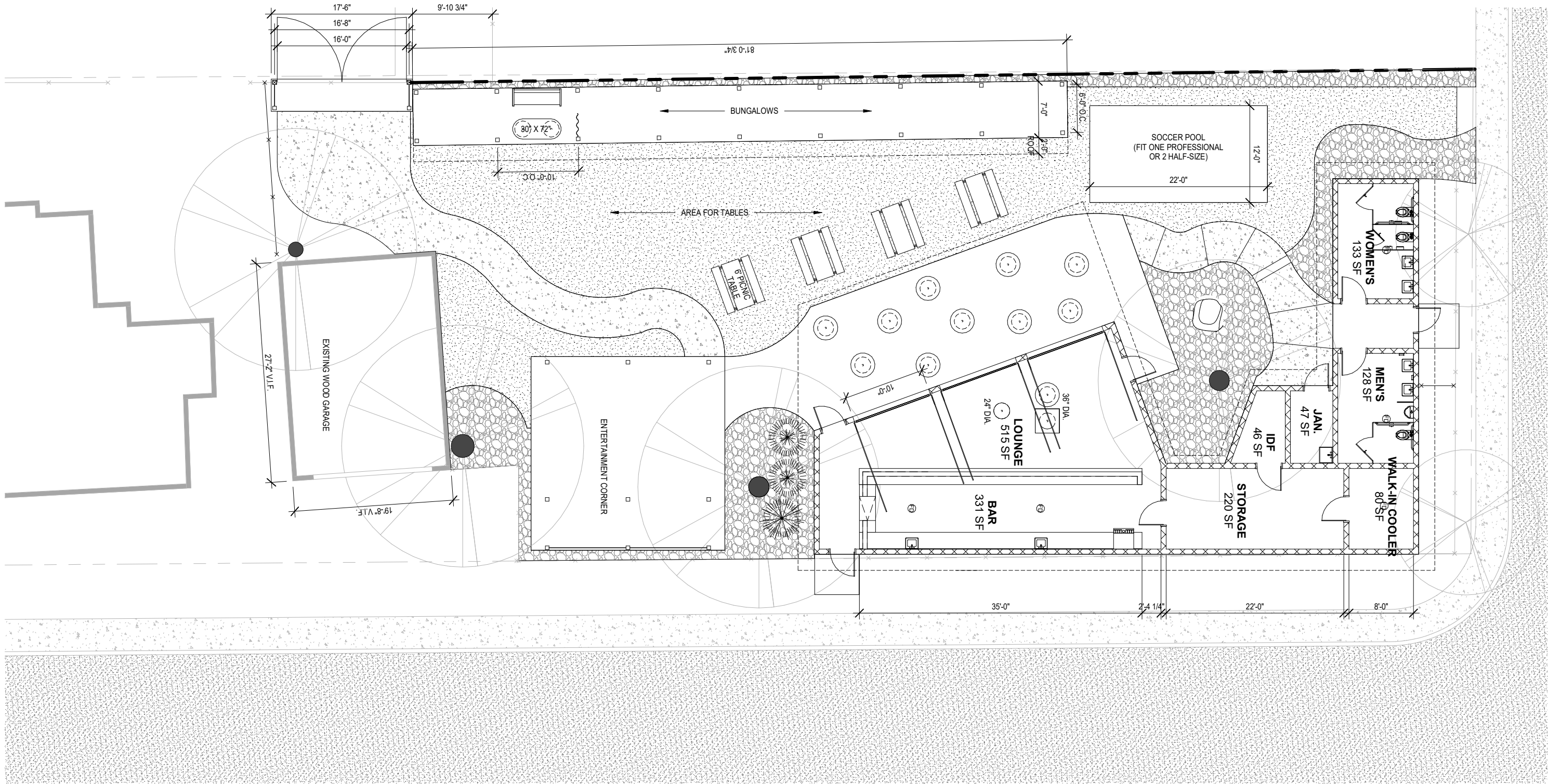
ATTEST:

\_\_\_\_\_  
City Secretary

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

## EXHIBIT A





STATE OF TEXAS               §  
  §  
COUNTY OF BEXAR         §

SCHERTZ MAIN STREET LOCAL FLAVOR NEW CONSTRUCTION ECONOMIC  
DEVELOPMENT PROGRAM FUNDING AGREEMENT BETWEEN THE CITY OF  
SCHERTZ, TEXAS AND 1017 Holdings, LLC, FOR EXPENDITURE OF LOCAL  
FLAVOR GRANT FUNDS

This New Construction Local Flavor Development Program Funding Agreement (AGREEMENT) is made and entered into by and between the City of Schertz, Texas (CITY) and 1017 Holdings, LLC, (ENTITY).

WHEREAS, the ENTITY has developed a proposal to Make improvements to landscaping to 820 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 MWBDLR, 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 twenty percent (20%) of the Project. The Project is estimated to be \$XXX,000.00 and twenty percent of which is \$XX,XXX.00 but because of the \$60,000.00 maximum cap is capped at \$60,000.00 for work falling within the new construction grant. 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 1017 Holdings, LLC:  
Attention: Nicholas Marquez  
603 Main Street  
Schertz, Texas 78154

#### 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 \_\_\_\_\_, 2022.

CITY OF SCHERTZ, TEXAS

ENTITY – 1017 Holdings, LLC

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

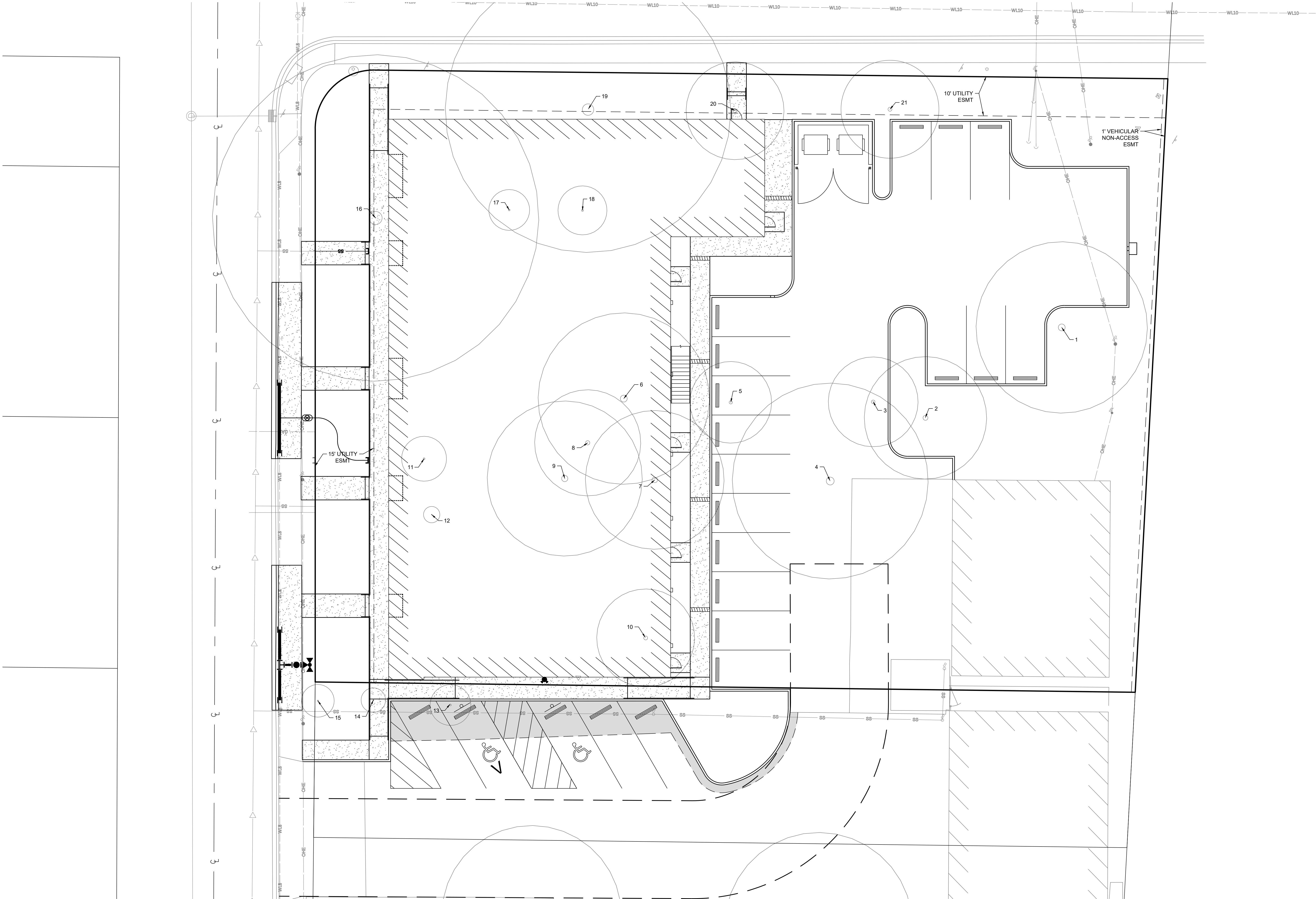
\_\_\_\_\_  
(Title)

ATTEST:

\_\_\_\_\_  
City Secretary

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

## EXHIBIT A





CITY COUNCIL MEMORANDUM

**City Council Meeting:** April 12, 2022  
**Department:** Executive Team  
**Subject:** Resolution No. 22-R-42 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing a Subdivision Improvement Agreement with Crossvine Module 2, Unit 1. (M. Browne/B. James)

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**BACKGROUND**

The Unified Development Code (UDC) requires all necessary public improvements to be accepted by the City prior to filing the plat. The UDC does however make provision for a Subdivision Improvement Agreement to allow the plat to be filed prior to acceptance of those improvements with a surety being provided to ensure funds are available to complete the required work. Staff has generally not recommended entering into these agreements for residential plats to avoid a situation where residents are occupying homes and a significant amount of work remains.

In this case, the developer of the Crossvine is requesting that landscaping associated with their garden home phase, Module 2, Unit 1 be deferred. Given the unique nature of this product it is difficult for them to have the perimeter landscaping installed as well as the public green space landscaping in common areas installed prior to filing of the plat. The proposed agreement defers landscaping for 90 days after plat filing and in the green space public landscaping areas to no more than 60 days after issuance of the last CO in that phase.

**GOAL**

Allow the developer of the Crossvine to enter into an Improvement Agreement to be able to file the plat with certain noncritical infrastructure not having been accepted and after posting a surety.

**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**

Approval of Resolution 22-R-42 authorizing a subdivision improvement agreement with the Crossvine for Module 2, Unit 1.

**FISCAL IMPACT**

None

**RECOMMENDATION**

Approval of Resolution 22-R-42

---

**Attachments**

Subdivision Improvement Agreement  
Res 22 R 42

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After Recording Please Return To:

CITY OF SCHERTZ  
1400 Schertz Parkway  
Schertz, Texas 78154  
Attention: City Secretary

STATE OF TEXAS                   §  
  § KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF BEXAR           §

**SUBDIVISION IMPROVEMENT AGREEMENT  
FOR  
THE CROSSVINE MODULE 2, UNIT 1**

THIS SUBDIVISION IMPROVEMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into by and between Schertz 1518, Ltd., a Texas limited partnership (hereinafter referred to as the "Owner") and the City of Schertz, Texas, a Texas Municipal Corporation (hereinafter referred to as the "City") and is effective upon the execution of this Agreement by the Owner and the City (the "Effective Date").

WHEREAS, the Owner is the owner of that certain real property located in the City of Schertz, Bexar County, Texas, more specifically described on **Exhibit "A"**, attached hereto and made a part hereof for all purposes (the "Property", "The Crossvine Garden Homes", or the "Garden Homes");

WHEREAS, the Owner intends to develop a residential subdivision containing garden homes which are zero-lot line lots in The Crossvine Module 2, Unit 1 as graphically depicted on the attached approved Final Plat set forth on **Exhibit "B"** attached hereto and incorporated herein by reference (the "Plat"); and

WHEREAS, the Property is subject to The Crossvine PDD Third Amendment which was passed by the City Council of Schertz, Texas as Ordinance 17-S-01 on February 28, 2017 as well as all previous versions of the PDD as referenced therein (collectively, the "PDD"); and

WHEREAS, the PDD establishes the requirements for Community and Public Amenity Standards in Section 9 and specifically provides in Sections 9.2.3.1, 9.2.3.2, 9.2.3.3, 9.2.3.7, and 9.2.3.15 that:

*Installation of all required landscaping within the Common Area shall be completed prior to the recording of the final plat. The developer may request the deferral of the installation of the landscaping until after the final plat recordation. Deferral of the installation of the required landscaping shall be conditioned on the execution of a subdivision*



*improvement agreement and sufficient surety as determined by the City not to exceed 100% of the publicly bid cost for required Common Area landscaping.*

WHEREAS, the Owner has requested, and the City has agreed, that the installation of required landscaping within the Common Area may be deferred as permitted by the PDD and as more specifically set forth herein, subject to posting a fiscal surety as provided in the PDD which is satisfactory to the City to provide financial assurances that the Common Area Landscaping will be completed and installed as agreed and set forth herein;

WHEREAS, this Agreement is made solely with respect to the Property.

NOW THEREFORE, in consideration of the agreements set forth herein and for other reciprocal good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and stipulated by the parties, the Owner and the City, agree as follows:

1. Recitals. The Recitals set forth above are hereby incorporated herein by reference as if fully set forth herein.
2. Definitions.
  - A. "The Crossvine" shall mean the subdivision currently being developed by Owner which is identified in the PDD, which subdivision may be platted through several individual Plats pertaining to distinct portions of The Crossvine
  - B. "The Crossvine, Module 2, Unit 1" shall mean the property which is more fully described and graphically depicted on the Final Plat attached hereto as **Exhibit "B"**, which consists of a maximum of 77 buildable residential lots which are to be developed as zero-lot line lots for the construction of Garden Homes as permitted by the PDD.
  - C. "Common Area Landscaping" shall mean those landscaping improvements graphically depicted on **Exhibit "C"** and to be constructed by Owner; which Common Area Landscaping is composed of the Perimeter Public Landscaping and the Greenspace Public Landscaping;
  - D. "Final Plat" shall mean the Final Plat of The Crossvine, Module 2, Unit 1 which has been approved by the City of Schertz and will be filed upon substantial completion and acceptance of public improvements, subject to the terms and conditions set forth herein.
  - E. "Garden Homes" shall mean the residential dwellings constructed on the Lots as permitted by the PDD.
  - F. "Greenspace Public Landscaping" shall mean that area labeled as such on **Exhibit "C"**;
  - G. "Lots" shall mean each individual lot reflected in the Final Plat upon which a Garden Home will be constructed.
  - H. "Perimeter Public Landscaping" shall mean that area labeled as such on **Exhibit "C"**;

- I. "Section" shall mean multiple Lots which are adjacent to or proximate to one another upon which Garden Homes are constructed concurrently with one another. The number of Lots and Garden Homes will vary between Sections and each Section (including the Lots within each Section) will be determined by the builders of the Garden Homes based on Garden Homes that have been sold, market conditions, and other factors as determined by the builders.
  - J. "Value of Improvements" shall mean Six Hundred Seventeen Thousand Six Hundred Forty-Four and No/100 Dollars (\$617,644.00) which is the aggregate dollar value of the Common Area Landscaping assigned to the Property which is composed of the Value of Improvements-Perimeter Public Landscaping and the Value of Improvements-Greenspace Public Landscaping.
  - K. "Value of Improvements-Greenspace Public Landscaping" shall mean Three Hundred Two Thousand Six Hundred Forty-Five and 56/100 Dollars (\$302,645.56) which is the aggregate dollar value of the Common Area Landscaping which is for Greenspace Public Landscaping
  - L. "Value of Improvements-Perimeter Public Landscaping" means Three Hundred Fourteen Thousand Nine Hundred Ninety-Eight and 44/100 Dollars (\$314,998.44) the aggregate dollar value of the Common Area Landscaping which is for Perimeter Public Landscaping.
3. Installation of Common Area Landscaping; Covenants. The Owner and the City covenant and agree to the following:
- A. The Owner shall cause the installation of the bulk of Perimeter Public Landscaping to be completed by no later than ninety (90) days after recording of the Final Plat, with the acknowledgment and understanding that some portions of the Perimeter Public Landscaping which abut Lots may be slightly delayed; and
  - B. Owner and the City acknowledge that the installation of Greenspace Public Landscaping can only be undertaken after residential construction of Garden Homes in Sections has been completed in order to maintain the integrity of grading and drainage improvements.
  - C. The Owner shall cause the Greenspace Public Landscaping to be installed periodically as Garden Homes are completed. It is acknowledged and understood that Garden Homes will be constructed incrementally with Garden Homes in Sections being developed at the same time.
  - D. As Garden Homes in separate Sections are completed, Owner shall promptly undertake the installation of the Greenspace Public Landscaping adjacent to the completed Garden Homes. The Greenspace Public Landscaping adjacent to Garden Homes will be installed incrementally as Sections of Garden Homes are completed; and shall be installed no later than sixty (60) days after the issuance of the last Certificate of Occupancy for Garden Homes in each Section.
4. Surety. Prior to the recording of the final Plat, the Owner shall provide fiscal surety to the City in accordance with the PDD, in an aggregate amount equal to the Value of Improvements to assure the completion of the Common Area Landscaping. Owner may elect to provide separate fiscal surety for the Perimeter Public Landscaping and for the

Greenspace Public Landscaping. The form of the fiscal surety shall be by a Letter of Credit in the form attached hereto as **Exhibit "D"** or by such other form as the City may approve.

5. Recording of Final Plat; Building Permits; Certificates of Occupancy. The City shall allow Owner to record the Final Plat upon (i) execution of this agreement by the parties, (ii) posting of fiscal surety as provided for in Section 4 above, and (iii) the City's acceptance of the public improvements required by the City as a condition precedent to plat recordation with respect to the Final Plat. The deferral of the installation of Common Area Landscaping shall not be a basis for the delay, withholding, or denial of building permits or certificates of occupancy for individual Garden Homes.
6. Completion of Common Area Landscaping; Release of Surety.
  - A. In the event Owner fails to (i) fully complete Perimeter Public Landscaping within the required time frame as set forth herein, (ii) to fully complete Greenspace Public Landscaping within the required time frame as set forth herein, or (iii) fully complete construction of the Common Area Landscaping within 3 years of the recordation of the Final Plat, the City may declare this Agreement to be in default and at the City's sole discretion, as the City's sole and exclusive remedy:
    1. Require that all Common Area Landscaping be installed by Owner regardless of the extent of completion of the improvements on the Property at the time the Agreement is declared to be in default;
    2. Unilaterally draw from the Surety sufficient amount to complete the Improvements itself or through a third party;
    3. Assign the Surety to any third party, including a subsequent owner of the Property, provided that funds from the Surety shall only be assigned for the purpose of causing the construction of the Common Area Landscaping by such third party and for no other purpose and in exchange for the subsequent owner's agreement and posting of security to complete the Common Area Landscaping;
  - B. Upon the completion of the Common Area Landscaping and acceptance and approval by the City, the Owner may apply for the release of the Surety and the City will undertake to release the Surety and execute such other instruments or documents as may be necessary to reflect the satisfactory completion of the installation of the Common Area Landscaping. If Owner has elected to post separate fiscal surety for the Perimeter Public Landscaping and the Greenspace Public Landscaping, then, in that event, Owner may request the release of the surety for the Perimeter Public Landscaping separately from the release of the surety for the Greenspace Public Landscaping, otherwise upon the same terms and conditions set forth herein.
7. Electric Service. The City understands and acknowledges that CPS has had supply chain challenges in the delivery of transformers and other equipment which has resulted in delays in the provision of electrical services to the Garden Homes, to the Property, and to streetlights located on the Property. The City agrees that the Final Plat

can be recorded prior to the completion of electrical service to the Property; provided, however, a Certificate of Occupancy for residential occupancy of a Garden Home shall not be issued until electrical service has been completed to the Garden Homes and the Property.

8. Approval of Agreement. The City has approved the execution and delivery of this Agreement pursuant to Section 21.4.15(C).(2.) of the City's Unified Development Code, and the Owner represents and warrants that it has taken all necessary action to authorize its execution and delivery of this Agreement.
9. Governmental Immunity. The City does not waive or relinquish any immunity or defense (if any) on behalf of itself, its officers, employees, Councilmembers, and agents as a result of the execution of this Agreement and the performance of the covenants and actions contained herein.
10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors, and assigns, and the terms hereof shall run with the Property.
11. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.
12. Integration. This Agreement is the complete agreement between the parties as to the subject matter hereof and cannot be varied except by the written agreement of the Owner and the City. The Owner and the City each agrees that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.
13. Notices. Any notice or communication required or permitted hereunder shall be deemed to be delivered three (3) days after such notice is deposited in the United States mail, postage fully prepaid, registered or certified mail return receipt requested, and addressed to the intended recipient at the address shown herein. Any address for notice may be changed by written notice delivered as provided herein. All notices hereunder shall be in writing and served as follows:

If to the Owner:  
Schertz 1518, Ltd.  
314 E. Commerce, Suite 600  
San Antonio, Texas 78205  
Attention: Christopher K. Price

With copy to:  
Round One Capital  
9525 N. Capital of Texas Hwy., Suite 123  
Austin, Texas 78759  
Attn: Bradford L. Pittenger

If to the City:  
CITY OF SCHERTZ  
1400 Schertz Parkway  
Schertz, Texas 78154  
Attention: City Manager

With copy to:  
Denton Navarro Rocha Bernal & Zech, P.C.  
2517 N. Main Avenue  
San Antonio, Texas 78212  
Attention: Schertz City Attorney

14. Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, such unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of this Agreement. Whenever the context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
15. Recitals: Exhibits. Any recitals in this Agreement are represented by the parties hereto to be accurate, constitute a part of the parties' substantive agreement, and are fully incorporated herein as matters of contract and not mere recitals. Further, any exhibits to this Agreement are incorporated herein as matters of contract and not mere exhibits.
16. No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to, and shall not be deemed to, create a partnership or joint venture among the parties.
17. Choice of Law. This Agreement will be construed under the laws of the State of Texas without regard to choice-of-law rules of any jurisdiction. Venue shall be in the State District Courts of Bexar County, Texas with respect to any lawsuit arising out of or construing the terms and provisions of this Agreement. No provision of this Agreement shall constitute consent by suit by any party.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing to be effective as of the dates of the Acknowledgments to be effective as of the Effective Date.

Exhibits List:

Exhibit A: Legal Description

Exhibit B: Form of Final Plat

Exhibit C: Common Area Landscaping (incl. Perimeter Public Landscaping and Greenspace  
Public Landscaping)

Exhibit D: Letter of Credit Form

*[ Signatures and acknowledgments on the following pages]*

**Signature Page to  
Subdivision Improvement Agreement for  
The Crossvine, Module 2, Unit 1**

This Subdivision Improvement Agreement for The Crossvine, Module 2, Unit 1 has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

**SCHERTZ 1518, LTD.,**  
a Texas limited partnership

By: MTR-Schertz 1518 Management Company, LLC  
a Texas limited liability company,  
its general partner

By: \_\_\_\_\_  
Christopher K. Price, President

THE STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR           §

This instrument was acknowledged before me on \_\_\_\_\_, 2022 by Christopher K. Price as President of MTR-Schertz 1518 Management Company, LLC, a Texas limited liability company, the General Partner of SCHERTZ 1518, LTD., a Texas limited partnership, on behalf of said entities.

[SEAL]

\_\_\_\_\_  
\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

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

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

**Signature Page to  
Subdivision Improvement Agreement for  
The Crossvine, Module 2, Unit 1**

This Subdivision Improvement Agreement for The Crossvine, Module 2, Unit 1 has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

CITY OF SCHERTZ,  
a Texas municipal corporation

By: \_\_\_\_\_  
Name: Mark Browne, City Manager  
Date: \_\_\_\_\_

THE STATE OF TEXAS     §  
  §  
COUNTY OF GUADALUPE     §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022 by Mark Browne, City Manager of the City of Schertz, Texas, a Texas municipal corporation, on behalf of said City.

(SEAL)

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

My Commission Expires:



## **EXHIBIT A**

### **Legal Description**

The Crossvine Module 2, Unit 1, in the City of Schertz, Bexar County, Texas, according to plat thereof recorded in Volume \_\_\_\_\_, Pages \_\_\_\_\_, Deed and Plat Records of Bexar County, Texas (collectively, the "Property").

**EXHIBIT B**  
**Form of Final Plat**









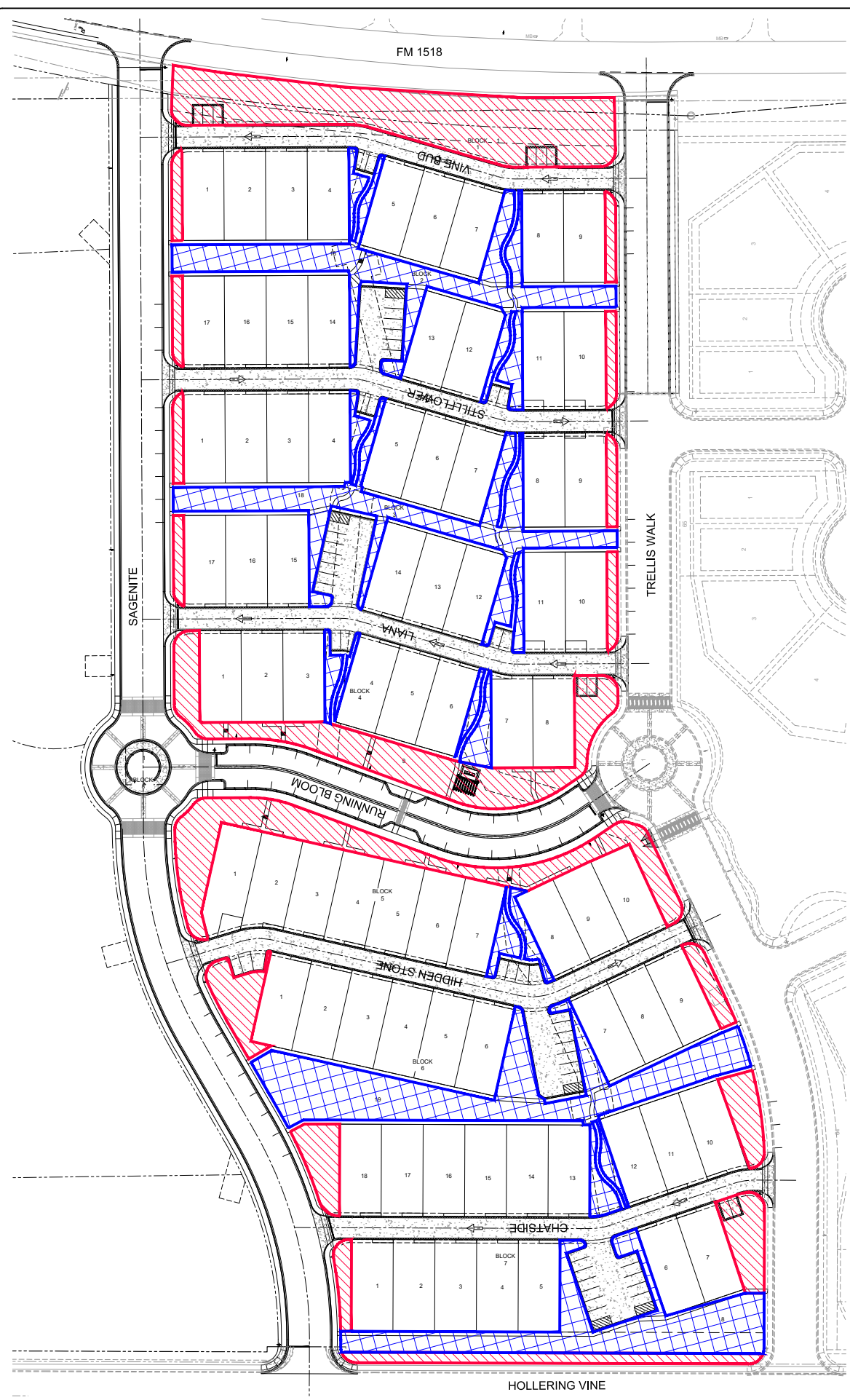
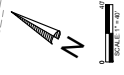


EXHIBIT C  
Common Area Landscaping



**THE CROSSVINE**  
MODULE 2 UNIT 1  
LANDSCAPE PHASING PLAN

- LEGEND**
- GREENSPACE PUBLIC LANDSCAPING, 1.68ac (49%)
  - PERIMETER PUBLIC LANDSCAPING, 1.75ac (51%)



HOLLERING VINE

FM 1518

SAGENITE

TRELLIS WALK

CHATSIDE

HIDDEN STONE

RUNNING BLOOM

LANA

SHILFLOWER

VINE-BUD

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BLOCK 7

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**EXHIBIT "D"**

IRREVOCABLE STANDBY LETTER OF CREDIT NO. \_\_\_\_\_

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

Expiration Date: (+ three years)

Beneficiary: City of Schertz  
1400 Schertz Parkway, Building #1  
Schertz, Texas 78154  
Attn: City Manager

Applicant: Schertz 1518, Ltd..  
314 E. Commerce, Suite 600  
San Antonio, Texas 78205

Gentlemen:

We hereby issue our Irrevocable Standby Letter of Credit No. \_\_\_\_\_ in your favor up to the aggregate amount of US\$\_\_\_\_\_.00 (\_\_\_\_\_ Thousand \_\_\_\_\_ Hundred and No/100 United States Dollars) ("Stated Amount") available by draft(s) drawn on us at sight, marked "Drawn under Irrevocable Standby Letter of Credit No. \_\_\_\_\_ of \_\_\_\_\_ Bank, \_\_\_\_\_, Texas" accompanied by the following:

1. Beneficiary's written statement signed by its authorized representative reading as follows: "The undersigned is an authorized representative of the City of Schertz, Texas (hereinafter "Beneficiary") and has the authority to make any one of the following statements. 1) Schertz 1518, Ltd. (hereinafter "Applicant") has provided security for the Subdivision Improvement Agreement for The Crossvine, Module 2, Unit 1, as entered into by and between Schertz 1518, Ltd. and the City of Schertz, Texas, a Texas Municipal Corporation (hereinafter the "Agreement"); 2) Schertz 1518, Ltd. has failed to perform in accordance with the terms and conditions of the Agreement; and 3) Beneficiary is entitled to the amount of [insert amount] under \_\_\_\_\_ Bank Irrevocable Standby Letter of Credit No. \_\_\_\_\_."

OR

"The undersigned is an authorized representative of the City of Schertz, Texas (hereinafter "Beneficiary") and has the authority to make any one of the following statements. 1) Beneficiary has received notice from \_\_\_\_\_ Bank that Standby Letter of Credit No. \_\_\_\_\_ will not be extended beyond its current expiration date and Beneficiary has not received an acceptable replacement Letter of Credit or suitable Security from Applicant and 2) Beneficiary is therefore entitled to the amount of [insert amount] under \_\_\_\_\_ Bank Irrevocable Standby Letter of Credit No. \_\_\_\_\_."

2. This original Letter of Credit and any amendments thereto (if any).

**Special Conditions:**

1. Partial and multiple drawings are permitted however the aggregate amount of all drawings may not exceed the Stated Amount. In the event of a partial drawing, the

original Letter of Credit will be endorsed and returned to you, unless the Letter of Credit has expired or the amount available has been reduced to zero.

2. It is a condition of this Letter of Credit that it shall be automatically extended without amendment for an additional period of one year from the current expiration date and each future expiration date, unless and until you have been notified by us in writing by registered mail or overnight courier, not less than one hundred eighty (180) days before the expiration date, with a copy to Denton Navarro Rocha Bernal & Zech, P.C., 2517 N. Main Avenue, San Antonio, Texas 78212, Attention: T. Daniel Santee, that we elect not to extend this Letter of Credit.
3. This Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument or agreement referred to herein or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement, it being understood that any reference to any such document, instrument or agreement is for informational purposes only.
4. Except as expressly stated herein, this undertaking is not subject to any agreement, condition or qualification. The obligation of \_\_\_\_\_ Bank under this Letter of Credit is the individual obligation of \_\_\_\_\_ Bank, and is in no way contingent upon reimbursement with respect thereto.
5. If, prior to the expiration date, the Applicant's obligation to you has been fulfilled and you no longer require this Letter of Credit, we kindly request that you return the original Letter of Credit and all original amendments (if any), together with your signed letter, giving us your consent to close the Letter of Credit. The Letter of Credit and your letter should be returned to \_\_\_\_\_ Bank at the address listed below.
6. All issuing bank fees shall be for the account of the Applicant.

We hereby engage with you that documents drawn under and in compliance with the terms of this Irrevocable Standby Letter of Credit will be duly honored if presented for payment to \_\_\_\_\_ Bank, \_\_\_\_\_, \_\_\_\_\_, Texas \_\_\_\_\_, Attention: \_\_\_\_\_, prior to \_\_\_\_:00 p.m. Central Time on or before the expiration date of this Letter of Credit.

This Letter of Credit is subject to the International Standby Practices 1998, International Chamber of Commerce Publication No. 590 ("ISP98"), in effect on the date this Letter of Credit is issued, and as to matters not addressed by ISP98 is subject to and governed by Texas State Law and applicable U.S. Federal Law.

\_\_\_\_\_ Bank

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

**RESOLUTION NO. 22-R-42****A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS  
AUTHORIZING A SUBDIVISION IMPROVEMENT AGREEMENT CROSSVINE  
MODULE 2, UNIT 1, AND OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the Landowner desires to defer certain dedication and improvement obligation for Crossvine Module 2, Unit 1; and

**WHEREAS**, pursuant to Section 21.4.15 of the City's Unified Development Code, the obligation to dedicate and construct improvements for the Subdivision may be deferred if an Improvement Agreement is executed and if sufficient surety is provided to secure the obligation to construct the improvements; and

**WHEREAS**, the City staff of the City of Schertz has recommended that the City enter into a Subdivision Improvement Agreement; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to authorize the City Manager to enter into a Subdivision Improvement Agreement.

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

Section 1. The City Council hereby authorizes the City Manager to execute a Subdivision Improvement Agreement for Crossvine Module 2, Unit 1.

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

Section 6. 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 12<sup>th</sup> day of April, 2022.

\_\_\_\_\_  
Ralph Gutierrez, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Dennis, City Secretary  
(SEAL OF THE CITY)

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** April 12, 2022  
**Department:** Executive Team  
**Subject:** Resolution No. 22-R-30 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the acceptance of a warranty deed from Schertz 1518, Ltd. for Lot 1, Block 1 of the Schertz Forest Unit 1 Addition. (M. Browne/B. James)

---

**BACKGROUND**

The developer of The Crossvine, Schertz 1518, Ltd. is proposing to convey to the City of Schertz, Lot 1, block 1 of the Schertz Forest Unit 1 Addition. The property is approximately 1.1 acres and is located to the east of the intersection of Ware Seguin Loop and Ware Seguin Road, with those roads bordering the property to the north and south. It is currently undeveloped.

The developer proposed a future phase of The Crossvine, Module 3A, Unit 4, to have street access to Ware Seguin Loop. Staff expressed concern about not connecting this phase directly to Ware Seguin Road. The developer acquired Lot 1, Block 1 of the Schertz Forest Unit 1 addition in order for that connection to be made. As a result of deed restrictions on property, the developer would prefer to convey the property to the City as opposed to including it in part of a plat. The developer is wanting to retain the ability to install and maintain landscaping and signage outside of the future road surface. The developer would construct this section of road with the plat of Module 3A, Unit 4.

**GOAL**

To provide for orderly development in the City, including appropriate access and circulation.

**COMMUNITY BENEFIT**

Provide for the safer and more efficient flow of traffic in the area.

**SUMMARY OF RECOMMENDED ACTION**

Approval of Resolution 22-R-30 authorizing the City to accept a warranty deed from Schertz 1518, Ltd for Lot 1, Block 1 of the Schertz Forest Unit 1 Addition.

**FISCAL IMPACT**

The City is not having to pay to acquire the property but will have to mow it until the future street is constructed.

**RECOMMENDATION**

Approval of Resolution 22-R-30.

---

**Attachments**

## Deed with retained easement

---

## **RESOLUTION NO. 22-R-30**

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE ACCEPTANCE OF A WARRANTY DEED FROM SCHERTZ 1518, LTD. FOR LOT 1, BLOCK 1 OF THE SCHERTZ FOREST UNIT 1 ADDITION IN THE CITY OF SCHERTZ, TEXAS, AND OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, Schertz 1518, Ltd. the developer of The Crossvine as part of seeking approval of the master plan of Module 3A, Unit 4 proposed a street connection to Ware Seguin Loop; and

**WHEREAS**, Concerns were expressed by City Staff about the ability of Ware Seguin Loop to handle the anticipated traffic volumes without a substantial negative impact on level of service and safety concerns for the anticipated volume of traffic turning onto Ware Seguin Road from Ware Seguin loop; and

**WHEREAS**, both Schertz 1518, Ltd. and the City agreed that a direct connection from the proposed residential street from Module 3A, Unit 4 to Ware Seguin Road was a preferred alternative; and

**WHEREAS**, Schertz FM 1518, Ltd. was able to acquire Lot 1, Block 1 of the Schertz Forest Unit 1 Addition that is currently undeveloped; and

**WHEREAS**, Schertz FM 1518, Ltd. is proposing to convey this tract to the City with the intent that it be used for future right-of-way to be able to provide better street connections to Ware Seguin Road and to alter or eliminate the western intersection of Ware Seguin Loop and Ware Seguin Road; and

**WHEREAS**, Schertz 1518, Ltd. is retaining the right to construct and maintain landscaping and signage on the property, but outside of any future pavement or utility easements; and

**WHEREAS**, the City Council finds that accepting Lot 1, Block 1 of the Schertz Forest Unit 1 Addition provides for safe mobility options for people who live, work, and visit Schertz, including efficient connections to regional economic activities and other communities; and

**WHEREAS**, the City Council further finds that accepting Lot 1, Block 1 of the Schertz Forest Unit 1 Addition creates and preserves convenient connections between neighborhoods, schools, access to commercial areas, and neighborhood assets to provide alternative routes for short trips for people on bike and on foot and reduce trip lengths overall.



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

Section 1. The City Council hereby authorizes the City Manager to accept the conveyance of Lot 1, Block 1 of the Schertz Forest Unit 1 via the Special Warranty Deed with retained easement as attached 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 12<sup>th</sup> day of April, 2022.

CITY OF SCHERTZ, TEXAS

---

Ralph Gutierrez, Mayor

ATTEST:

---

Brenda Dennis, City Secretary

(CITY SEAL)

## Exhibit A

**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.**

SPECIAL WARRANTY DEED AND RESERVATION OF EASEMENT AGREEMENT

THE STATE OF TEXAS                   §  
  §       KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF BEXAR                   §

THIS SPECIAL WARRANTY DEED AND RESERVATION OF EASEMENT AGREEMENT ("**Deed**") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, (the "**Effective Date**") by **SCHERTZ 1518, LTD.**, a Texas limited partnership, ("**Grantor**") whose address is \_\_\_\_\_, to and in favor of **THE CITY OF SCHERTZ, TEXAS**, a Texas home rule municipal corporation created and existing under and by virtue of the laws of the State of Texas, situated in Bexar, Comal and Guadalupe County, Texas, ("**Grantee**") whose address is \_\_\_\_\_.

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto Grantee, all of the following-described real property in Bexar County, Texas,

Lots 1, Block 1, of Schertz Forest, Unit 1, in the City of Schertz, Bexar County, Texas, according to plat thereof recorded in Volume 9561, Pages 22, Deed and Plat Records of Bexar County, Texas (collectively, the "Property").

TOGETHER with all the tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the Property, except as otherwise set forth herein.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. The Property is subject to easements, encumbrances, and

restrictions of record, but reference thereto shall not serve to reimpose the same; and the easement reserved herein and as set forth in the attached Exhibit A

PROVIDED, HOWEVER, that the Property shall be used only for public right-of-way purposes.

AND PROVIDED, HOWEVER, that Grantor hereby reserves a permanent, non-exclusive easement over, under, on, upon, through, and across a portion of the Property for purposes of constructing and maintaining subdivision identification, entry and directional signage, including without limitation temporary access by construction vehicles and equipment, by Grantor and Permittees; provided, however, that the specific portion of the Property reserved shall need not be specifically delineated until such time as construction of the public thoroughfare through the Property by Grantee is completed, said reserved portion intended to be outside of the improved thoroughfare, but visible from the intersection of said thoroughfare with the existing thoroughfare.

- A. The Easement reserved to Grantor and the Permittees hereby includes, without limitation, the right and duty to: (i) construct the Easement improvements in a manner that does not interfere with, hinder, or prevent the installation, operation, or maintenance of roadways, water lines, wastewater lines, or other utilities; and (ii) maintain the Easement at the sole expense of Grantor including the obligation to regularly mow or cut back vegetation and to keep the surface of the Easement free of litter, debris, or trash.
- B. Grantor shall possess and maintain, at all times during the construction, operation, and maintenance of any improvements within the Easement, 1) worker's compensation insurance in the amount of the Texas Statutory Limit, 2) automobile liability insurance of at least \$2,000,000, and 3) general liability insurance in the amount of at least \$2,000,000, in order to protect Grantee from any liability, claims, damages, losses, or expenses arising from or out of in any way connected with the construction, operation, or maintenance of any improvements by Grantor within the Property. Grantee shall be listed as an additional insured on the automobile and general liability policies. Each of the above liability policies shall contain a contractual liability endorsement in favor of Grantee and shall provide that Grantee will receive at least sixty (60) days notice prior to termination of coverage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantee. This provision shall survive termination of any easement reserved in favor of Grantor herein to the extent necessary to protect Grantee from liability arising during the term of such easements. Nothing herein operates as a waiver of Grantee's grant of sovereign immunity or the limits of liability established under Texas law.
- C. Grantor agrees that it shall indemnify, hold harmless, and defend Grantee, its representatives, employees, and elected and appointed officials, from and against all liability, claims, damages, loss, and expenses of any sort including reasonable attorney's fees and costs including appeals, in any way arising out of or resulting from: (i) any tort, intentional action, negligent act, or omission of Grantor, the Permittees, or anyone for whose act or acts either Grantor or the Permittees may be liable, occurring in the Property;

or (ii) the construction, operation, or maintenance of any improvements by Grantor within the Property, except to the extent that any such liability, claims, damages, loss, and expenses arise from the negligence or intentional action of Grantee.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple, that Grantor has good right and lawful authority to convey the Property, that Grantor hereby fully warrants the title to the Property, and that Grantor will defend the same against the lawful claims of all persons under Grantor but against none other. This conveyance is made by Grantor and accepted by Grantee subject to the Easement retained herein and any matters of record, to the extent, and only to the extent, that the same may still be in force and effect and applicable to the Property. Payment of ad valorem taxes for the current and future years, if any, shall remain the responsibility of Grantor.

*[signature pages follow]*

IN WITNESS WHEREOF Grantor and Grantee have caused this Special Warranty Deed and Reservation of Easements to be executed effective as of the Effective Date.

EXECUTED this the \_\_\_\_\_ day of February, 2022.

**GRANTOR**  
**SCHERTZ 1518, LTD.,**  
a Texas limited partnership

By: MTR-Schertz 1518 Management Company, LLC  
a Texas limited liability company,  
its general partner

By: \_\_\_\_\_  
Christopher K. Price, President

THE STATE OF TEXAS           §  
COUNTY OF BEXAR         §

This instrument was acknowledged before me on March \_\_\_, 2021 by Christopher K. Price as President of MTR-Schertz 1518 Management Company, LLC, a Texas limited liability company, the General Partner of SCHERTZ 1518, LTD., a Texas limited partnership, on behalf of said entities.

[SEAL]

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

NOTARY PUBLIC, State of Texas  
Print \_\_\_\_\_ Name: \_\_\_\_\_

a Texas home rule municipality

Mark Brown, City Manager

§

This instrument was acknowledged before me on February \_\_\_, 2022 by Dr. Mark Brown as City Manager of the City of Schertz, Texas.

[SEAL]

---

Name:

After recording return to:

Attn: Christopher K. Price



**EXHIBIT A**  
**EXCEPTIONS**

1. The following restrictive covenants of record itemized below:

Those recorded in/under Volume 16736, Page 1150; Volume 16737, Page 300; Volume 16738, Page 130; Volume 16740, Page 675; Volume 17141, Page 2434, Volume 17643, Page 2424; Volume 17643, Page 2431; Volume 17643, Page 2437; Volume 17788, Page 899; Volume 17788, Page 1455, Volume 18238, Page 67; and Document No. 201080248575, Document No. 20190077089, and Document 2190117479, Official Public Records of Bexar County, Texas; and Volume 20001, Pages 1152-1157, Deed and Plat Records of Bexar County, Texas.

2. Standby fees, taxes and assessments by any taxing authority for the year 2019, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.
3. The following matters and all terms of the documents creating or offering evidence of the matters
  - a. Easements and setback lines as shown on plat recorded in Volume 20001, Pages 1152-1157, Deed and Plat Records of Bexar County, Texas.
  - b. Easements as set out in Article 8 of Declaration recorded in Volume 16736, Page 1150, Official Public Records of Bexar County, Texas.
  - c. Electric Line Right-of-Way Agreement recorded in Volume 3192, Page 461, Real Property Records of Bexar County, Texas.
  - d. Terms, provisions and stipulations as set out in Right of Way Easement to Koch Refining Company recorded in Volume 4661, Page 286, Deed Records of Bexar County, Texas.
  - e. Terms, provisions and stipulations as set out in pipeline easement to Humble Pipe Line Company recorded in Volume 4725, Page 616, Deed Records of Bexar County, Texas.
  - f. Terms, conditions and provisions of Subdivision Improvement Agreement recorded in Document No. 20190115619, Official Public Records of Bexar County, Texas.
  - g. All charges, liens, and assessments payable to The Crossvine Master Community, Inc., including that lien to secure the payment thereof, recorded in/under Volume 16736, Page 1150; Volume 16740, Page 675; and Volume 17643, Page 2424; of the Official Public Records of Bexar County, Texas.

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** April 12, 2022  
**Department:** Finance  
**Subject:** Resolution No. 22-R-39 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing a second round of hazard pay for employees that continued to provide services during the COVID-19 Pandemic Emergency Declaration period. (M. Browne/J. Walters)

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**BACKGROUND**

The 117th United States Congress passed a \$1.9 trillion economic stimulus bill called The American Rescue Plan Act of 2021 ("ARPA") which was signed into law by President Biden on March 11, 2021. ARPA will deliver \$350 billion for eligible state, local, territorial, and Tribal governments and the City of Schertz will receive a total of \$10,417,416.86 from ARPA. This amount will be delivered in two equal disbursements or tranches and will equate to \$5,208,708.43 per tranche. There are five categories outlined in ARPA where funds can be spent and per discussion held at the City Council Budget Retreat on August 6, 2021, staff recommends allocating the funds as such.

On October 29, 2021, staff received hazard pay equal to \$0.50 per scheduled hour worked during the year of the disaster declaration. Employees that were hired after the declaration received a prorated amount to match their contributions during that time period. For example a standard 40 hour per week employee would have received \$1,040.00. Fire and EMS employees have more scheduled hours per week and received \$1,378 and \$1,456 respectively. Overall the program had \$413,240 in expenditures.

Recently the allocations for Category 2 Spending for Business Recovery Grants ended and had \$571,500 remaining. Staff proposes to use these remaining funds for a second round of hazard pay for employees using the same criteria as the first round with an estimated total cost of \$386,993. This amount is slightly lower than the previously as the City will not pay employees who have since left employment.

**GOAL**

The goal of utilizing ARPA funds is to speed up the recovery from the economic and health effects of the COVID-19 pandemic

**COMMUNITY BENEFIT**

Increased retention help reduce service delays and increase citizen satisfaction.

**SUMMARY OF RECOMMENDED ACTION**

Approval of Resolution No. 22-R-39

**FISCAL IMPACT**

These funds are covered fully by the American Rescue Plan Act.

**RECOMMENDATION**

Staff recommends approval of Resolution No. 22-R-39

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**Attachments**

Resolution 22-R-39

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## **RESOLUTION NO. 22-R-39**

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A SECOND ROUND OF HAZARD PAY FOR EMPLOYEES THAT CONTINUED TO PROVIDE SERVICE DURING THE COVID-19 EMERGENCY DECLARATION, AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the 117<sup>th</sup> United States Congress passed a \$1.9 trillion economic stimulus bill called The American Rescue Plan Act of 2021 (“ARPA”) which was signed into law by President Biden on March 11, 2021; and

WHEREAS, ARPA will deliver \$350 billion for eligible state, local, territorial, and Tribal governments; and

WHEREAS, the City of Schertz paid out a lump sum hazard pay to eligible employees on October 29, 2021; and

WHEREAS, the City staff of the City of Schertz has recommended that the City allocate additional funds for employee hazard pay; and

WHEREAS, the City Council has determined that it is in the best interest of the City to authorize additional hazard pay to employees that continued to provide service during the COVID-19 Emergency Declaration period.

**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 pay a second round of hazard pay to eligible employees.

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 12th day of April, 2022.

CITY OF SCHERTZ, TEXAS

---

Ralph Gutierrez, Mayor

ATTEST:

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Brenda Dennis, City Secretary

(CITY SEAL)

**EXHIBIT A**

\_\_\_\_\_ **AGREEMENT**

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** April 12, 2022  
**Department:** Finance  
**Subject:** Resolution No. 22-R-40 - Consideration and/action approving a Resolution by the City Council of the City of Schertz, Texas authorizing use of American Rescue Plan Act funds for the purchase of a new ambulance. (M. Browne/J. Walters)

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**BACKGROUND**

The 117th United States Congress passed a \$1.9 trillion economic stimulus bill called The American Rescue Plan Act of 2021 ("ARPA") which was signed into law by President Biden on March 11, 2021. ARPA will deliver \$350 billion for eligible state, local, territorial, and Tribal governments and the City of Schertz will receive a total of \$10,417,416.86 from ARPA. This amount will be delivered in two equal disbursements or tranches and will equate to \$5,208,708.43 per tranche. There are five categories outlined in ARPA where funds can be spent and per discussion held at the City Council Budget Retreat on August 6, 2021, staff recommends allocating the funds as such.

Resolution 21-R-85 approved on August 24, 2021 outline the ARPA spending plan. Category 3 authorizes the use of funds for municipal purposes up to the amount of revenue the city lost due to the pandemic. Outlined on the council memorandum for Category 3 was the purchase of an ambulance for \$251,000.00.

Staff recommends City Council authorize the City Manager to use ARPA Funds assigned to Category 3 to purchase a new ambulance.

**GOAL**

The goal of utilizing ARPA funds is to speed up the recovery from the economic and health effects of the COVID-19 pandemic

**COMMUNITY BENEFIT**

A new ambulance will enhance the Emergency Medical Services fleet ensuring continued reliability and service coverage.

**SUMMARY OF RECOMMENDED ACTION**

Approval of Resolution No. 22-R-40

**FISCAL IMPACT**

This expenditure is covered fully by the ARPA and will not impact city operations or reserves.

**RECOMMENDATION**

Staff recommends approval of Resolution No. 22-R-40

Resolution 22-R-40

Deed

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## **RESOLUTION NO. 22-R-39**

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN AMBULANCE PURCHASE FROM THE AMERICAN RESCUE PLAN ACT FUNDS, AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the 117<sup>th</sup> United States Congress passed a \$1.9 trillion economic stimulus bill called The American Rescue Plan Act of 2021 (“ARPA”) which was signed into law by President Biden on March 11, 2021; and

WHEREAS, ARPA will deliver \$350 billion for eligible state, local, territorial, and Tribal governments; and

WHEREAS, the City of Schertz outlined a spending plan for the \$5.2 million the city received in the first payment with resolution 21-R-85; and

WHEREAS, the City staff of the City of Schertz has recommended the purchase of an ambulance using funds allocated for Category 3 Lost Public Sector Revenue; and

WHEREAS, the City Council has determined that it is in the best interest of the City to authorize the purchase of an ambulance from ARPA funds.

**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 purchase an ambulance for \$251,000 with ARPA funds in accordance with the expenditure Category 3 approved usage.

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 12th day of April, 2022.

CITY OF SCHERTZ, TEXAS

---

Ralph Gutierrez, Mayor

ATTEST:

---

Brenda Dennis, City Secretary

(CITY SEAL)

**EXHIBIT A**

\_\_\_\_\_ **AGREEMENT**

**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.**

SPECIAL WARRANTY DEED AND RESERVATION OF EASEMENT AGREEMENT

THE STATE OF TEXAS                   §  
  §       KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF BEXAR                   §

THIS SPECIAL WARRANTY DEED AND RESERVATION OF EASEMENT AGREEMENT ("**Deed**") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, (the "**Effective Date**") by **SCHERTZ 1518, LTD.**, a Texas limited partnership, ("**Grantor**") whose address is \_\_\_\_\_, to and in favor of **THE CITY OF SCHERTZ, TEXAS**, a Texas home rule municipal corporation created and existing under and by virtue of the laws of the State of Texas, situated in Bexar, Comal and Guadalupe County, Texas, ("**Grantee**") whose address is \_\_\_\_\_.

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto Grantee, all of the following-described real property in Bexar County, Texas,

Lots 1, Block 1, of Schertz Forest, Unit 1, in the City of Schertz, Bexar County, Texas, according to plat thereof recorded in Volume 9561, Pages 22, Deed and Plat Records of Bexar County, Texas (collectively, the "Property").

TOGETHER with all the tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the Property, except as otherwise set forth herein.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. The Property is subject to easements, encumbrances, and

restrictions of record, but reference thereto shall not serve to reimpose the same; and the easement reserved herein and as set forth in the attached Exhibit A

PROVIDED, HOWEVER, that the Property shall be used only for public right-of-way purposes.

AND PROVIDED, HOWEVER, that Grantor hereby reserves a permanent, non-exclusive easement over, under, on, upon, through, and across a portion of the Property for purposes of constructing and maintaining subdivision identification, entry and directional signage, including without limitation temporary access by construction vehicles and equipment, by Grantor and Permittees; provided, however, that the specific portion of the Property reserved shall need not be specifically delineated until such time as construction of the public thoroughfare through the Property by Grantee is completed, said reserved portion intended to be outside of the improved thoroughfare, but visible from the intersection of said thoroughfare with the existing thoroughfare.

- A. The Easement reserved to Grantor and the Permittees hereby includes, without limitation, the right and duty to: (i) construct the Easement improvements in a manner that does not interfere with, hinder, or prevent the installation, operation, or maintenance of roadways, water lines, wastewater lines, or other utilities; and (ii) maintain the Easement at the sole expense of Grantor including the obligation to regularly mow or cut back vegetation and to keep the surface of the Easement free of litter, debris, or trash.
- B. Grantor shall possess and maintain, at all times during the construction, operation, and maintenance of any improvements within the Easement, 1) worker's compensation insurance in the amount of the Texas Statutory Limit, 2) automobile liability insurance of at least \$2,000,000, and 3) general liability insurance in the amount of at least \$2,000,000, in order to protect Grantee from any liability, claims, damages, losses, or expenses arising from or out of in any way connected with the construction, operation, or maintenance of any improvements by Grantor within the Property. Grantee shall be listed as an additional insured on the automobile and general liability policies. Each of the above liability policies shall contain a contractual liability endorsement in favor of Grantee and shall provide that Grantee will receive at least sixty (60) days notice prior to termination of coverage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantee. This provision shall survive termination of any easement reserved in favor of Grantor herein to the extent necessary to protect Grantee from liability arising during the term of such easements. Nothing herein operates as a waiver of Grantee's grant of sovereign immunity or the limits of liability established under Texas law.
- C. Grantor agrees that it shall indemnify, hold harmless, and defend Grantee, its representatives, employees, and elected and appointed officials, from and against all liability, claims, damages, loss, and expenses of any sort including reasonable attorney's fees and costs including appeals, in any way arising out of or resulting from: (i) any tort, intentional action, negligent act, or omission of Grantor, the Permittees, or anyone for whose act or acts either Grantor or the Permittees may be liable, occurring in the Property;

or (ii) the construction, operation, or maintenance of any improvements by Grantor within the Property, except to the extent that any such liability, claims, damages, loss, and expenses arise from the negligence or intentional action of Grantee.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple, that Grantor has good right and lawful authority to convey the Property, that Grantor hereby fully warrants the title to the Property, and that Grantor will defend the same against the lawful claims of all persons under Grantor but against none other. This conveyance is made by Grantor and accepted by Grantee subject to the Easement retained herein and any matters of record, to the extent, and only to the extent, that the same may still be in force and effect and applicable to the Property. Payment of ad valorem taxes for the current and future years, if any, shall remain the responsibility of Grantor.

*[signature pages follow]*

IN WITNESS WHEREOF Grantor and Grantee have caused this Special Warranty Deed and Reservation of Easements to be executed effective as of the Effective Date.

EXECUTED this the \_\_\_\_\_ day of February, 2022.

**GRANTOR**  
**SCHERTZ 1518, LTD.,**  
a Texas limited partnership

By: MTR-Schertz 1518 Management Company, LLC  
a Texas limited liability company,  
its general partner

By: \_\_\_\_\_  
Christopher K. Price, President

THE STATE OF TEXAS           §  
   §  
COUNTY OF BEXAR           §

This instrument was acknowledged before me on March \_\_, 2021 by Christopher K. Price as President of MTR-Schertz 1518 Management Company, LLC, a Texas limited liability company, the General Partner of SCHERTZ 1518, LTD., a Texas limited partnership, on behalf of said entities.

[SEAL]

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

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas  
Print Name:

**GRANTEE**  
**CITY OF SCHERTZ, TEXAS**  
a Texas home rule municipality

By: \_\_\_\_\_  
Mark Browne, City Manager

THE STATE OF TEXAS               §  
COUNTY OF BEXAR             §

This instrument was acknowledged before me on February \_\_\_, 2022 by Dr. Mark Brown as City Manager of the City of Schertz, Texas.

[SEAL]

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

NOTARY PUBLIC, State of Texas  
Print \_\_\_\_\_ Name: \_\_\_\_\_

After recording return to:

Schertz 1518, Ltd.  
314 E. Commerce, Suite 600  
San Antonio, Texas 78205  
Attn: Christopher K. Price



**EXHIBIT A**  
**EXCEPTIONS**

1. The following restrictive covenants of record itemized below:

Those recorded in/under Volume 16736, Page 1150; Volume 16737, Page 300; Volume 16738, Page 130; Volume 16740, Page 675; Volume 17141, Page 2434, Volume 17643, Page 2424; Volume 17643, Page 2431; Volume 17643, Page 2437; Volume 17788, Page 899; Volume 17788, Page 1455, Volume 18238, Page 67; and Document No. 201080248575, Document No. 20190077089, and Document 2190117479, Official Public Records of Bexar County, Texas; and Volume 20001, Pages 1152-1157, Deed and Plat Records of Bexar County, Texas.

2. Standby fees, taxes and assessments by any taxing authority for the year 2019, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.
3. The following matters and all terms of the documents creating or offering evidence of the matters
  - a. Easements and setback lines as shown on plat recorded in Volume 20001, Pages 1152-1157, Deed and Plat Records of Bexar County, Texas.
  - b. Easements as set out in Article 8 of Declaration recorded in Volume 16736, Page 1150, Official Public Records of Bexar County, Texas.
  - c. Electric Line Right-of-Way Agreement recorded in Volume 3192, Page 461, Real Property Records of Bexar County, Texas.
  - d. Terms, provisions and stipulations as set out in Right of Way Easement to Koch Refining Company recorded in Volume 4661, Page 286, Deed Records of Bexar County, Texas.
  - e. Terms, provisions and stipulations as set out in pipeline easement to Humble Pipe Line Company recorded in Volume 4725, Page 616, Deed Records of Bexar County, Texas.
  - f. Terms, conditions and provisions of Subdivision Improvement Agreement recorded in Document No. 20190115619, Official Public Records of Bexar County, Texas.
  - g. All charges, liens, and assessments payable to The Crossvine Master Community, Inc., including that lien to secure the payment thereof, recorded in/under Volume 16736, Page 1150; Volume 16740, Page 675; and Volume 17643, Page 2424; of the Official Public Records of Bexar County, Texas.

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** April 12, 2022  
**Department:** Planning & Community Development  
**Subject:** Ordinance No. 22-S-15 - Consideration and/or action on a request for a Specific Use Permit to allow a convenience store with gas pumps on approximately 2.7 acres of land, more specifically described as the northwest corner of IH-35 and Cibolo Valley Drive, also known as Guadalupe County Property Identification Number 62840, City of Schertz, Guadalupe County, Texas. *Final Reading* (B. James/L. Wood/M. Harrison)

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**BACKGROUND**

Owner: QT South, LLC/ JD Dudley- Project Manager Project  
Engineer: Kimley Horn/ Aaron Parencia P.E.

Four (4) public hearing notices were mailed to surrounding property owners within two hundred (200) feet of the subject property on February 25, 2022, and a Public Hearing Notice was published in the "San Antonio Express" on March 16, 2022, prior to the City Council Public Hearing. At the time of this staff report, Staff has received zero responses in relation to the Specific Use Permit.

**GOAL**

The goal is to approve a Specific Use Permit in order to allow for a convenience store with gas pumps on approximately 2.7 acres of land.

**COMMUNITY BENEFIT**

The community benefit is to promote safe, orderly, efficient development and bring about the City's vision of future growth.

**SUMMARY OF RECOMMENDED ACTION**

The applicant is requesting a Specific Use Permit to allow a convenience store with gas pumps on approximately 2.7 acres of land, more specifically described as the northwest corner of IH-35 and Cibolo Valley Drive extension / Hal Baldwin Avenue extension, Guadalupe County, Texas. The roadway that extends north from 35 will be known as the Hal Baldwin Avenue. It is illustrated on the site plan as Hal Baldwin Avenue and approved by the Schertz GIS Department. However, since this street name is not commonly known the notice and the subject line for this item references Cibolo Valley Drive in order to better describe the location. The subject property is currently undeveloped, vacant land. The proposed development includes an approximately 5,300 square foot convenience store with 16 total gas pumps under one (1) canopy. Access to the site is proposed to be from the frontage road of 35 and the second access point from Hal Baldwin Avenue / Cibolo Valley Drive. The property is currently zoned General Business (GB).

The Comprehensive Land Use Plan, through the North Schertz Sector Plan, identifies this area as Highway Commercial. The Highway Commercial land use designation is intended to allow large format retail with restaurants and entertainment uses or mid-rise office buildings, and may also include lodging and related uses. The Highway Commercial land use designation is located at major highway

intersections to maximize access to the region. The proposed convenience store with gas pumps fits the retail land use desired in Highway Commercial designated areas. This business can take advantage of its proximity to IH-35, as it is a highway/transportation oriented business and is dependent on the traffic generated on the highway. The proposed convenience store with gas pumps is compatible with the Highway Commercial land use designation, and therefore the proposed SUP is generally in conformance with the Comprehensive Land Use Plan, through the North Schertz Sector Plan.

- **Architectural Standards:** Schertz Unified Development Code (UDC) Section 21.9.5 requires all non-residential buildings to comply with the architectural feature requirements; the proposed convenience store complies with the minimum required horizontal and vertical articulations.
- **Parking:** The proposed parking areas meet all current regulations within UDC Article 10; the site will provide forty-four (44) parking spaces sized at 10' x 20'.
- **Screening requirements:** The site has satisfied the minimum screening requirements for the location. The trash receptacle will be constructed of a masonry material with metal gates that meet the minimum requirements.
- **Landscaping:** The proposed site plan will meet all requirements outlined in UDC Section 21.9.7. The applicant is proposing to install 69 total shade trees, including 16 Southern Live Oak, and 53 Cedar Elms, all of which are proposed to be 3" caliper DBH.
- **Access and circulation:** Access to the site is proposed to be through two (3) access points: two (2) right-in/right-out driveway onto the frontage road of 35, and one (1) driveway onto the extension of Hal Baldwin Avenue. The associated Site Plan and Traffic Impact Analysis Study have been reviewed and approved by both the City of Schertz Engineering Department and the Texas Department of Transportation (TxDOT).

#### FISCAL IMPACT

None

#### RECOMMENDATION

Due to the limited adverse impact on adjacent development and the compatibility between the proposed land use and the Comprehensive Land Use Plan, Staff recommends approval of the Specific Use Permit to allow a convenience store with gas pumps at the subject property conditioned upon the following:

- A building permit is approved within one year of the adoption of the SUP Ordinance; and
- The use begins operation within two years of the issuance of the necessary building permit(s).

The Planning and Zoning Commission held a public hearing on March 9, 2022, where they made a recommendation to the City Council with a vote of 6-0.

The City Council held a public hearing on April 5, 2022, where they made a recommendation to approve the Specific Use Permit with a vote of 5-0.

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#### Attachments

Ordinance 22-S-15

Public Hearing Notice Map

Specific Use Permit Exhibit

Conceptual Site Plan

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## **ORDINANCE NO. 22-S-15**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO APPROVE A SPECIFIC USE PERMIT TO ALLOW FOR OPERATION OF A CONVENIENCE STORE WITH GAS PUMPS ON APPROXIMATELY 2.7 ACRES OF LAND, MORE SPECIFICALLY DESCRIBED AS THE NORTHWEST CORNER OF THE INTERSECTION BETWEEN INTERSTATE HIGHWAY 35 AND CIBOLO VALLEY DRIVE, ALSO KNOWN AS PROPERTY IDENTIFICATION NUMBER 62840, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS.**

**WHEREAS**, an application for Specific Use Permit to allow a convenience store with gas pumps, more particularly described in Exhibit A attached hereto and incorporated herein by reference, as the northwest corner of the intersection between Interstate Highway 35 and Cibolo Valley Drive, (hereinafter, the "Property") has been filed with the City; and

**WHEREAS**, the City's Unified Development Code Section 21.5.11.E. provides for certain conditions to be considered by the Planning and Zoning Commission in making recommendations to City Council and by City Council in considering final action on a requested specific use permit (the "Conditions"); and

**WHEREAS**, on March 9, 2022, the Planning and Zoning Commission conducted a Public Hearing and, after considering the Conditions, hereby makes a recommendation of approval of a Specific Use Permit for a convenience store with gas pumps; and

**WHEREAS**, on April 5, 2022, the City Council conducted a Public Hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested Specific Use Permit be approved as provided for herein.

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

Section 1. A Specific Use Permit for the northwest corner of the intersection between Interstate Highway 35 and Cibolo Valley Drive, more particularly described in the attached Exhibit A, is hereby approved to allow a convenience store with gas pumps conditioned upon the following occurring:

- a) A building permit is approved within one year of the adoption of this ordinance; and
- b) The use begins operation within two years of the issuance of the necessary building permit(s).

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 5<sup>th</sup> day of April, 2022.

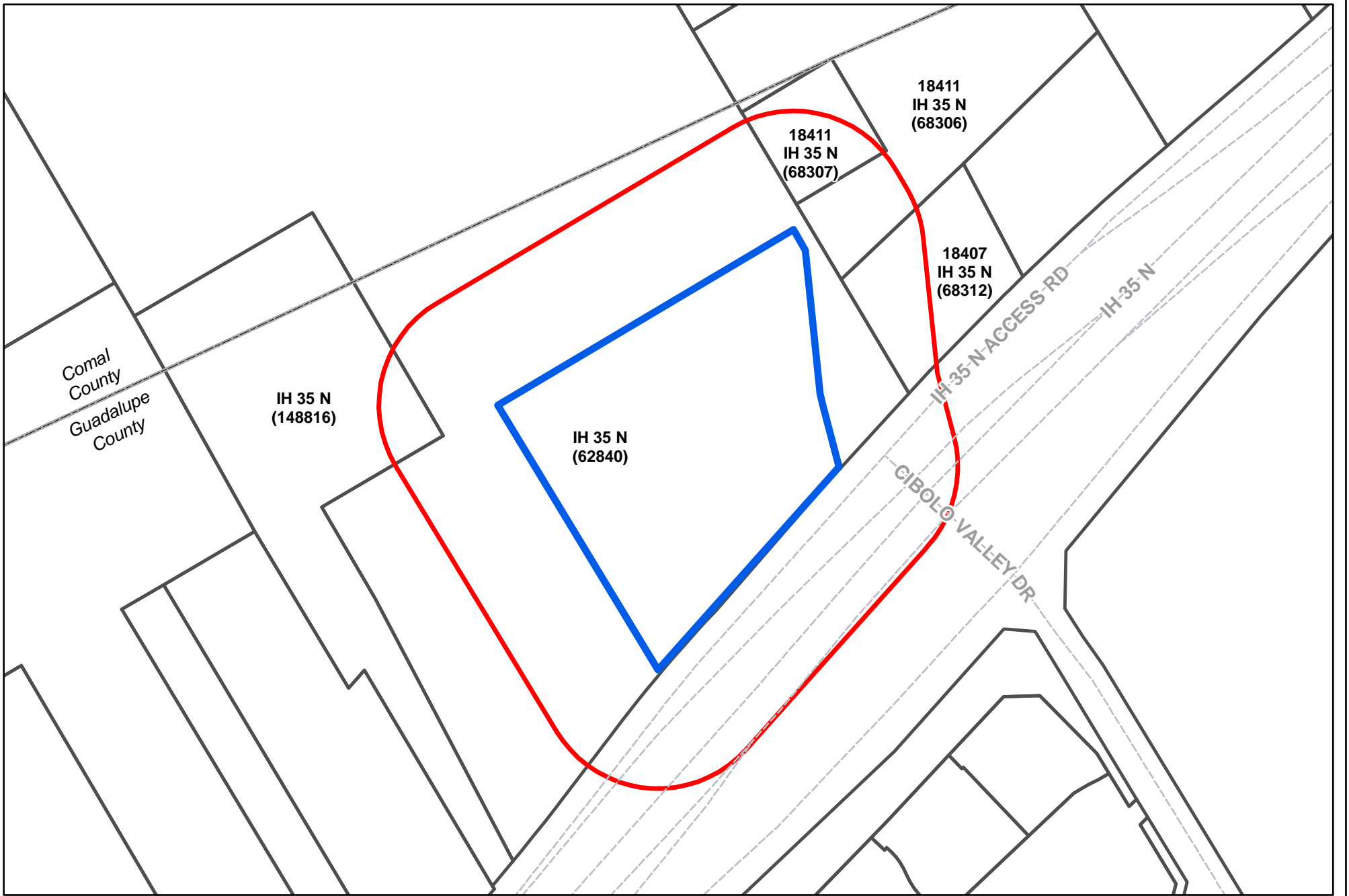
PASSED, APPROVED AND ADOPTED on final reading the 12<sup>th</sup> day of April, 2022.

ATTEST:

\_\_\_\_\_  
Ralph Gutierrez, Mayor

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

(SEAL OF THE CITY)







<u>SURVEYOR OF RECORD</u> MATKIN HOOVER KYLE PRESSLER 8 SPENCER RD, STE. 300 BOERNE, TX 78009 TEL:(830) 249-0600	<u>QT REAL ESTATE PROJECT MANAGER</u> QUIKTRIP CORPORATION JD DUDLEY 742 NW LOOP 410 STE. 102 SAN ANTONIO, TX 78216 TEL:(469) 766-8331
<u>ENGINEER OF RECORD</u> KIMLEY HORN RACHEL ROBERTS, P.E. 601 NW LOOP 410 STE. 350 SAN ANTONIO, TX 78216 TEL:(210) 762-5289	<u>QT CIVIL PROJECT MANAGER</u> QUIKTRIP CORPORATION WADE RICHARDSON 705 SOUTH 129TH EAST AVE TULSA, OK 74133 TEL: (918) 615-7942
<u>PROPERTY OWNER</u> HARTMANN LAND & CATTLE CO LTD VOIGT MARVIN R & KLABUNDE MELVA 18953 IH 35 N SCHERTZ, TX 78154 POC: LARRY HARTMANN TEL: 830-554-0229 POC: KEITH KLABUNDE TEL: (830)560-1978	

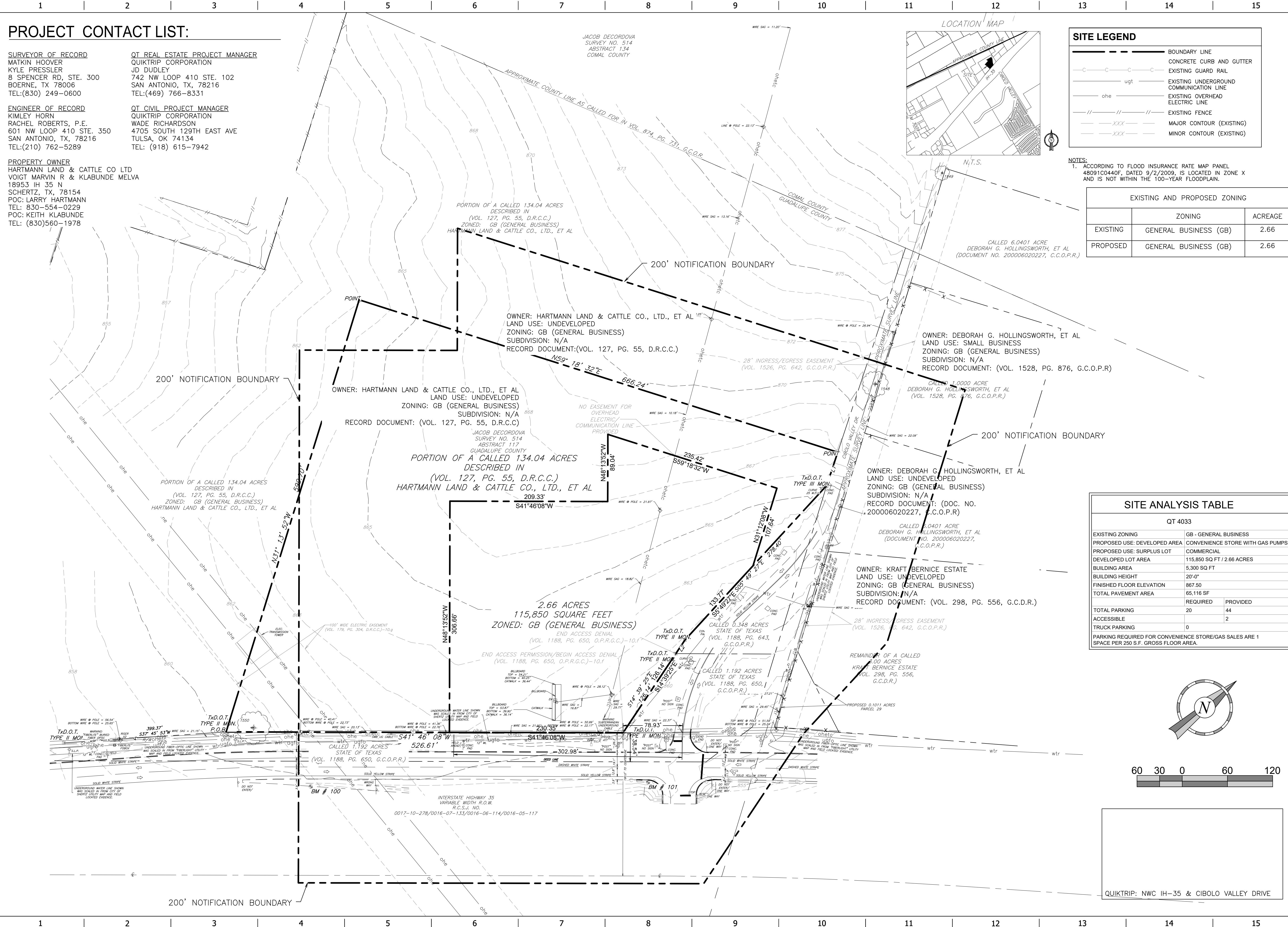
SURVEYOR OF RECORD  
MATKIN HOOVER  
KYLE PRESSLER  
8 SPENCER RD, STE. 300  
BOERNE, TX 78006  
TEL:(830) 249-0600

ENGINEER OF RECORD  
KIMLEY HORN  
RACHEL ROBERTS, P.E.  
601 NW LOOP 410 STE. 350  
SAN ANTONIO, TX, 78216  
TEL:(210) 762-5289

PROPERTY OWNER  
HARTMANN LAND & CATTLE CO LTD  
VOIGT MARVIN R & KLABUNDE MELVA  
18953 IH 35 N  
SCHERTZ, TX, 78154  
POC: LARRY HARTMANN  
TEL: 830-554-0229  
POC: KEITH KLABUNDE  
TEL: (830)560-1978

QT REAL ESTATE PROJECT MANAGER  
QUICKTRIP CORPORATION  
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QT CIVIL PROJECT MANAGER  
QUIKTRIP CORPORATION  
WADE RICHARDSON  
4705 SOUTH 129TH EAST AVE  
TULSA, OK 74134  
TEL: (918) 615-7942



## SITE LEGEND

	BOUNDARY LINE
	CONCRETE CURB AND GUTTER
	EXISTING GUARD RAIL
	EXISTING UNDERGROUND COMMUNICATION LINE
	EXISTING OVERHEAD ELECTRIC LINE
	EXISTING FENCE
	MAJOR CONTOUR (EXISTING)
	MINOR CONTOUR (EXISTING)

NOTES:

1. ACCORDING TO FLOOD INSURANCE RATE MAP PANEL 48091C0440F, DATED 9/2/2009, IS LOCATED IN ZONE X AND IS NOT WITHIN THE 100-YEAR FLOODPLAIN.

EXISTING AND PROPOSED ZONING		
	ZONING	ACREAGE
EXISTING	GENERAL BUSINESS (GB)	2.66
PROPOSED	GENERAL BUSINESS (GB)	2.66

SITE ANALYSIS TABLE		
QT 4033		
EXISTING ZONING	GB - GENERAL BUSINESS	
PROPOSED USE: DEVELOPED AREA	CONVENIENCE STORE WITH GAS PUMPS	
PROPOSED USE: SURPLUS LOT	COMMERCIAL	
DEVELOPED LOT AREA	115,850 SQ FT / 2.66 ACRES	
BUILDING AREA	5,300 SQ FT	
BUILDING HEIGHT	20'-0"	
FINISHED FLOOR ELEVATION	867.50	
TOTAL PAVEMENT AREA	65,116 SF	
	REQUIRED	PROVIDED
TOTAL PARKING	20	44
ACCESSIBLE		2
TRUCK PARKING	0	
PARKING REQUIRED FOR CONVENIENCE STORE/GAS SALES AREA 1 SPACE PER 250 S.F. GROSS FLOOR AREA.		

PROJECT NO.:069304919

**Kimley»»Horn**

© 2021 KIMLEY-HORN AND ASSOCIATES, INC.  
601 NW LOOP 410, SUITE 350,  
SAN ANTONIO, TX 78216  
PHONE : 210-541-9166 FAX : 210-541-8699  
[WWW.KIMLEY-HORN.COM](http://WWW.KIMLEY-HORN.COM)  
TRAPE EIGN NO. 928

QuikTrip No. 4033  
18279 IH-35 N  
SCHERTZ, TEXAS



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PROTOTYPE: P-104 (11/01/20

VERSION: 001

DRAWN BY: RMI

REVIEWED BY

[illegible]

SHEET TITLE

SPECIFIC USE PER  
EXHIBIT

SHEET NUMBER

SUP



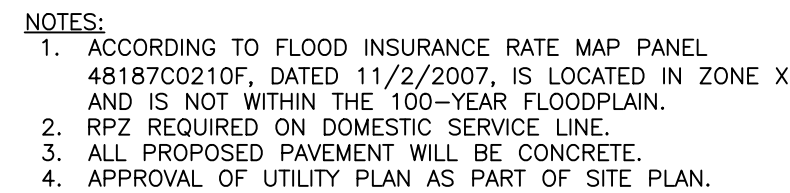
<u>SURVEYOR OF RECORD</u>	<u>PROPERTY OWNER</u>
MATKIN HOOVER	HARTMANN LAND & CATTLE CO LTD
KYLE PRESSLER	VOIGT MARVIN R & KLABUNDE MELVA
8 SPENCER RD, STE. 300	18953 IH 35 N
BOERNE, TX 78006	SCHERTZ, TX, 78154
TEL:(830) 249-0600	POC: LARRY HARTMANN

PROPERTY OWNER  
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18953 IH 35 N  
SCHERTZ, TX, 78154  
POC: LARRY HARTMANN  
TEL: 830-554-0229  
POC: KEITH KLABUNDE  
TEL: (830)560-1978

QT CIVIL PROJECT MANAGER  
QUIKTRIP CORPORATION  
WADE RICHARDSON  
4705 SOUTH 129TH EAST AVE  
TULSA, OK 74134  
TEL: (918) 615-7942

## SITE LEGEND

	BOUNDARY LINE		(MIN 24" WIDE)
	CONCRETE CURB AND GUTTER		PROPOSED PAVEMENT
	PROPOSED SANITARY SEWER		PROPOSED SIDEWALK
	EXISTING WATER MAIN		PROPOSED LANDSCAPE
	PROPOSED WATER MAIN		PARKING SPACE INDICATOR
	PROPOSED STORM SEWER		MULTIPLE PRODUCT DISPENSER WITH CANOPY COLUMNS AND BOLLARDS
	EXISTING OVERHEAD ELECTRIC		FUEL SYSTEM ACCESS MANWAY
	EXISTING UNDERGROUND		
	TELECOMMUNICATION		
	PROPOSED UNDERGROUND		
	TELECOMMUNICATION		
	EXISTING FENCE		
	PROPOSED OVERHEAD ELECTRIC		
	PROPOSED UNDERGROUND ELECTRIC		
	PROPOSED HOSE LAY		
	PROPOSED DINING TABLE		



IMPERVIOUS COVER			
LOT	TYPE	AMOUNT	PERCENT
DEVELOPED	IMPERVIOUS	65,116 SF	56.2%
SURPLUS	IMPERVIOUS	7,610 SF	5.7%

SITE ANALYSIS TABLE		
QT 4033		
EXISTING ZONING	GB - GENERAL BUSINESS	
PROPOSED USE: DEVELOPED AREA	CONVENIENCE STORE WITH GAS PUMPS	
PROPOSED USE: SURPLUS LOT	COMMERCIAL	
DEVELOPED LOT AREA	115,850 SQ FT / 2.66 ACRES	
BUILDING AREA	5,300 SQ FT	
BUILDING HEIGHT	20'-0"	
FINISHED FLOOR ELEVATION	867.50	
TOTAL PAVEMENT AREA	65,116 SF	
	REQUIRED	PROVIDED
TOTAL PARKING	20	44
ACCESSIBLE		2
TRUCK PARKING	0	
PARKING REQUIRED FOR CONVENIENCE STORE/GAS SALES ARE: 1		
SPACE PER 250.5 F. GROSS FLOOR AREA		

APPROVAL OF UTILITY PLAN AS PART OF SITE PLAN IS APPROVAL OF GENERAL SCHEME OF UTILITY CONNECTIONS. APPROVAL DOES NOT CONSTITUTE APPROVAL OF SPECIFIC LAYOUT OR DETAILS OF CONSTRUCTION. CHANGES MAY BE PROPOSED OR REQUIRED PRIOR TO ISSUANCE OF ANY PERMIT FOR CONSTRUCTION

**PRELIMINARY**  
FOR REVIEW ONLY  
Not for construction purposes.

**Kimley»Horn**

Engineer RACHEL M. ROBERTS  
P.E. No. 137894 Date 2/16/2022

PROJECT NO.: 069304919

**Kimley»»Horn**

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PHONE : 210-541-9168 FAX: 210-541-8699  
WWW.KIMLEY-HORN.COM  
TBE FIRM NO. 928

**QuikTrip No. 4033**  
18279 IH-35 N  
SCHERTZ, TEXAS



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PROTOTYPE: P-104 (11/01/20)
DIVISION:
VERSION: 001
DESIGNED BY: RMR
DRAWN BY: RMR
REVIEWED BY: AKP

[illegible]

SHEET TITLE:

INITIAL SITE PLAN

SHEET NUMBER:

SPN





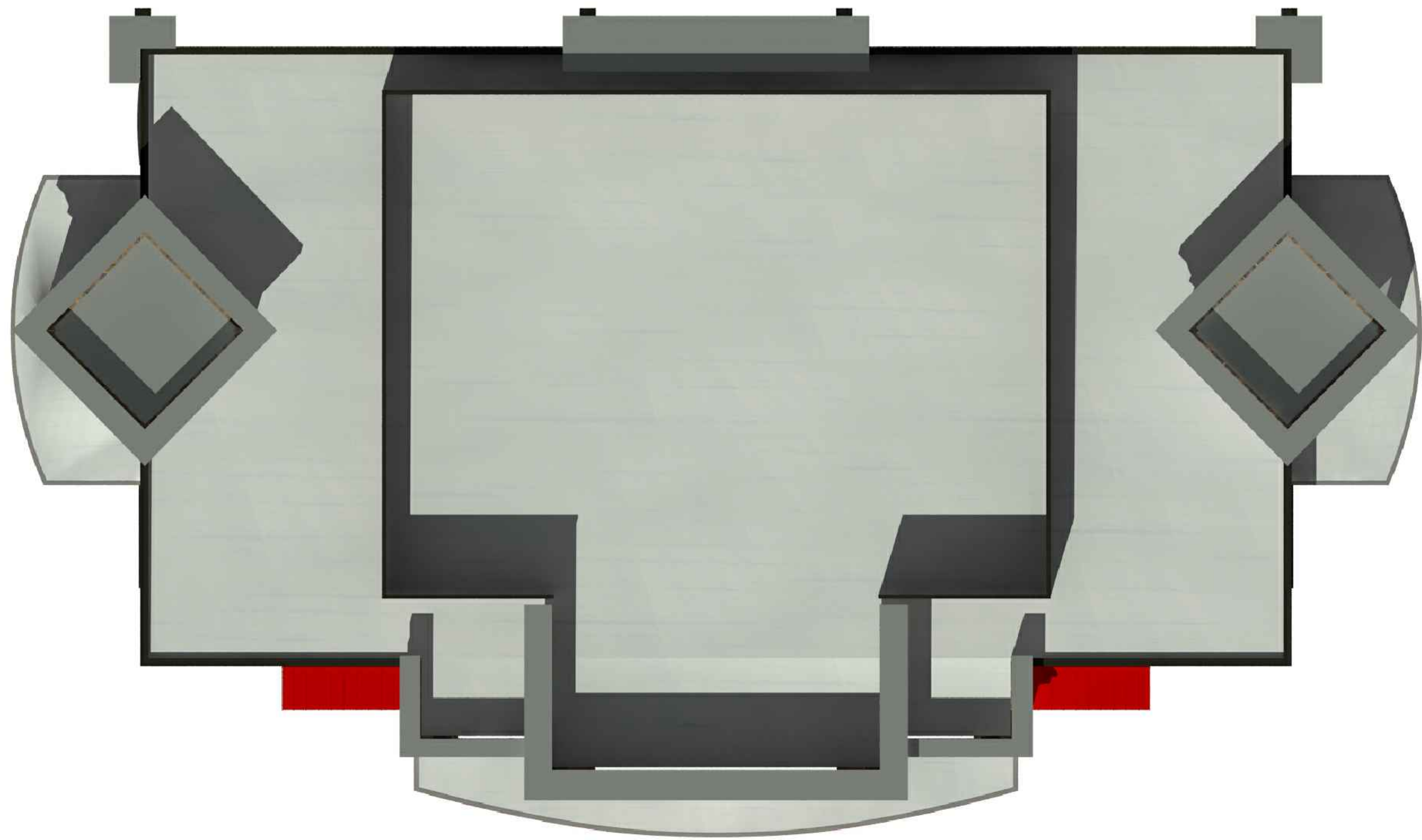




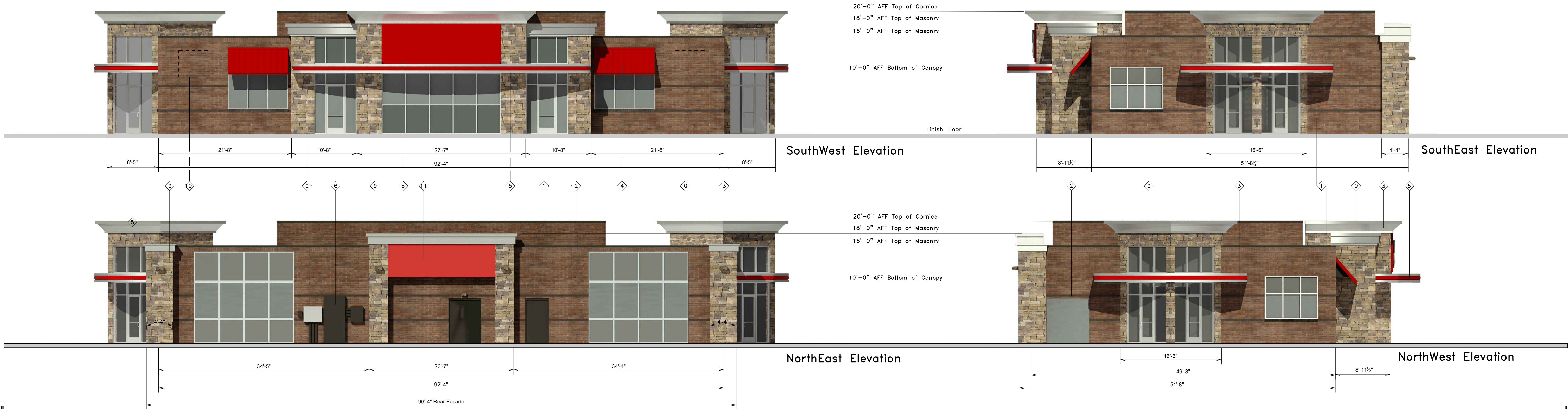








Front	TOTAL	STONE	BRICK	OTHER	GLAZING
SOUTHWEST FACADE:	1627 SF	262 SF	556 SF	295 SF	514 SF = 32%
	TOTAL MASONRY EXCLUDING DOORS/WINDOWS				
Sides		1113 SF	818 SF = 74%		
SOUTHEAST/ NORTHWEST	841 SF	122 SF	397 SF	79 SF	251 SF = 30%
	TOTAL MASONRY EXCLUDING DOORS/WINDOWS				
Rear		598 SF	519 SF = 87%		
NORTHEAST FACADE:	1595 SF	253 SF	625 SF	230 SF	487 SF = 31%
	TOTAL MASONRY EXCLUDING DOORS/WINDOWS				
		1108 SF	878 SF = 79%		



**QuikTrip.**

4705 South 129th East Ave.  
Tulsa, OK 74134-7008  
P.O. Box 3475  
Tulsa, OK 74101-3475  
(918) 615-7700

Store # 4033

Serial # 82-4033G3S

Scale: 1/8"=1'-0"

Issue Date: 12.14.18

Address: 18279 IH 35 N

Drawn By: JK

Rev/Notes:

City, State: Schertz, TX

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#	FINISH	MANUFACTURER	SPECIFICATION
1	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
2	MIDNIGHT	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
3	ALZALUMINUM	ALPOLIC	PASCEA
4	OT RED	LANE	STANDING SEAM AWNING
5	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
6	DARK BRONZE	LANE	METAL PAINT
7	BLACK	ALL COURT FABRICS	POLYPRO 95 MESH
8	CL-80R	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE
9	SONOMA	GLEN GERY	STACKED STONE
10	108-20	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE
11	CL-44R	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE





**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** April 12, 2022  
**Department:** Executive Team  
**Subject:** Ordinance No. 22-S-18 - Conduct a public hearing, and consideration and/or action on amendments to Part III, Schertz Code of Ordinances, Unified Development Code (UDC), to Article 9 - Site Design Standards, Section 21.9.9 Tree Preservation and Mitigation, to cap the maximum required tree mitigation. *First Reading (B. James/M. Browne)*

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**BACKGROUND**

As stated in the UDC, City Council from time to time, on its own motion or at the recommendation of staff, may consider amendments to the UDC to maintain stable and desirable development. As part of the charge of the joint City Council and Planning and Zoning Commission Subcommittee to review single family development standards, the Subcommittee also considered a few other matters. One of these is the question of whether to cap the maximum amount of tree mitigation.

Staff is proposing to add a section that caps the maximum amount of mitigation per acre at 100 inches or \$10,000. As was discussed at the Subcommittee, the current ordinance regarding tree mitigation generally works well to accomplish the purpose and intent as outlined in that section, except in the situations of heavily wooded lots. In these cases, despite the best efforts of the developer to save trees, they often have to remove a significant number of trees. The mitigation can amount to more than \$50,000 per acre. As such, staff is proposing to cap the amount of mitigation per acre.

The amount of tree mitigation per acre is capped at 100 inches per acre. For properties where the trees are generally clustered, staff has the discretion to define the acreage of the property as an area extending 20' beyond the tree canopy of the cluster in determining the acreage.

**GOAL**

Update the City's UDC to better support the goals and objectives of the City's Comprehensive Plan.

**COMMUNITY BENEFIT**

Provides for high quality development meeting the goals of the City's Comprehensive Plan.

**SUMMARY OF RECOMMENDED ACTION**

Approval of Ordinance 22-S-18 Amending the UDC to cap the maximum amount of tree mitigation. At the March 9, 2022 Planning and Zoning Commission meeting, the Commission voted 5 to 1 in favor of the amendment.

**FISCAL IMPACT**

This ordinance would reduce the amount of mitigation required on heavily wooded lots and is anticipated to reduce the amount of tree mitigation the City receives.

**RECOMMENDATION**

Approval of Ordinance 22-S-18.

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## **Attachments**

Ord 22 S 18 Tree Mitigation  
Redline Ordinance Change

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**ORDINANCE NO. 22-S-18**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO AMENDING PART III, SCHERTZ CODE OF ORDINANCES, THE UNIFIED DEVELOPMENT CODE (UDC) ARTICLE 9, SECTION 21.9.9 TREE PRESERVATION AND MITIGATION, TO CAP THE MAXIMUM REQUIRED TREE MITIGATION; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

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

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

**WHEREAS**, on March 9, 2022, the Planning and Zoning Commission conducted a public hearing and thereafter recommended approval; and

**WHEREAS**, on April 12, 2022 the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the proposed amendments are appropriate and in the interest of the public safety, health and welfare;

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

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

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

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

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

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

Section 6. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

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

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

Approved on first reading the 12<sup>th</sup> day of April, 2022.

PASSED, APPROVED AND ADOPTED on final reading the 26th day of April, 2022.

\_\_\_\_\_  
Ralph Gutierrez, Mayor

ATTEST:

\_\_\_\_\_  
Brenda, Dennis, City Secretary  
(CITY SEAL)

# Exhibit A

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## **Sec. 21.9.9. Tree Preservation and Mitigation.**

### **A. *Purpose and Intent.***

1. The purpose of this section is to conserve, protect and enhance existing healthy trees and natural landscape. It is recognized that the preservation of existing trees contributes to the overall quality and environment of the City. Trees can and do contribute to the processes of purification, oxygenation, regeneration, groundwater recharge, reduction of pollution and contaminants in aquifers, erosion and dust control, abatement of noise, provision of wildlife habitat and enhancement property values. Indiscriminate clearing or stripping of natural vegetation on any parcel is prohibited.
2. It is hereby declared the intent of the City to encourage the preservation of all trees within the City limits. While the layout of a property with respect to the placement of buildings, parking facilities and other site requirements is at the discretion of the developer of the property, it is the policy of the City to promote site layout and design in a manner which preserves the maximum amount of Protected Class and Heritage Class trees possible.

### **B. *Applicability and Exemptions.***

1. The provisions of this section are applicable to the following:
  - a. all new residential and nonresidential development within the City except public schools;
  - b. redevelopment of any residential or nonresidential property within the City that results in an increase in the building footprint or the total destruction and reconstruction except public schools;
  - c. any grading, filling or clearing of land in the City limits; and
  - d. any selective or individual removal of any Protected Class or Heritage Class Tree in the City limits.
2. The following definitions shall be applicable to the provisions of this section:
  - a. **Protected Class Trees.** Trees having a DBH (diameter at breast height measured four and one half feet above existing ground level) between eight inches (8") and less than twenty-four inches (24") are designated as "Protected Class Trees".
  - b. **Heritage Class Trees.** Trees having a DBH greater than or equal to twenty-four inches (24") are designated as "Heritage Class Trees".
  - c. **Damage.** Damage shall be considered any injury to a tree including, but not limited to:
    - i. uprooting;
    - ii. severance of the root system or main trunk;
    - iii. storage of topsoil, construction materials, debris or chemicals within the drip line area;
    - iv. compaction of soil within the drip line area;
    - v. a substantial change in the natural grade above a root system or within the drip line area;
    - vi. pruning or removal of more than twenty-five percent (25%) of the living tissue; or
    - vii. Paving with concrete, asphalt or other impervious material within the drip line area. Tree grates or tree wells may be provided to preserve pervious surface within the drip line area.
3. The following are exempt from the preservation, mitigation and permitting requirements of this section:

- a. Protected Class Trees located within the area of a proposed on-site sewage facility (OSSF) (A waiver to mitigation for Heritage Class trees may be requested) ;
- b. Protected Class and Heritage Class Trees located within a right-of-way to be dedicated to and maintained by the City and shown on the City's Master Thoroughfare Plan;
- c. Protected Class Trees located within any utility easement, Heritage Class Trees located within any utility easement are exempt from preservation requirements only (A waiver to mitigation for Heritage Class trees may be requested);
- d. Protected Class and Heritage Class trees damaged or destroyed by floods, fire, wind or other natural causes;
- e. Dangerous, diseased, damaged, dead or dying Protected Class or Heritage Class trees as determined by a tree survey and a letter from a certified Texas Arborist; provided, notwithstanding the title of this section; and
- f. Protected Class trees from the Undesirable Trees list in UDC Table 21.9.7F. (A waiver to mitigation for Heritage Class trees may be requested)
- g. Protected Class and Heritage Class trees located on property that has an existing one family or two-family dwelling that is occupied.
- h. Protected Class and Heritage Class trees of the following exempted tree species:

Table 21.9.9 Exempted Trees	
Common Name	Scientific Name
Hackberry	Celtis occidentalis
Eastern Red Cedar	Juniperus virginiana
Common Ashe Juniper	Juniperis ashei
Chinaberry	Melia azedarach
Mesquite	Prosopis spp.
Ligustrum	Ligustrum spp.

- C. *Tree Preservation.* The existing natural landscape character, especially native oaks, elms, and pecan trees, shall be preserved to the maximum extent reasonable and feasible. Except as otherwise exempted in section 21.9.9.B.3. above, a tree removal permit is required for the removal of any tree with a DBH greater than eight inches.
- 1. *Protected Trees.* Any Protected Trees not exempt from preservation in section B.3. above may be removed upon approval of a Tree Removal Permit by the Director of Parks, Recreation and Community Services Any decision of the Director of Parks, Recreation and Community Services regarding a tree removal permit may be appealed to the Planning and Zoning Commission in accordance with section 21.4.14 of this UDC.
  - 2. *Heritage Trees.* Any Heritage Trees to be removed may be removed upon approval of a Tree Removal Permit by the Director of Parks, Recreation and Community Services. Any decision by the Director of Parks, Recreation and Community Services regarding a tree removal permit may be appealed to the Planning and Zoning Commission in accordance with section 21.4.14 of this UDC. All Heritage Trees shall be required to meet the mitigation requirements of this section.
  - 3. *Minimum Preservation.* In the development of any site, at least twenty-five percent (25%) of all mitigatable Protected Class and Heritage Class trees must be preserved. (A waiver to the 25% preservation requirement may be requested)

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D. *Tree Mitigation.* Any trees that are removed or damaged as a result of the approval of a Tree Removal Permit shall be mitigated for on the same site as the proposed development. The species of trees planted for mitigation purposes may not include those listed as exempt in subsection 21.9.9.B.3. above nor any of the undesirable trees identified in table 21.9.7F. All trees planted for mitigation purposes must be a species of shade tree identified in table 21.9.7.A. In the event that mitigation is not feasible on the same site as the proposed development, an applicant may request to donate trees, meeting the mitigation requirements of this section, to be planted at public parks, schools, or other approved public facilities throughout the City or provide a fee-in-lieu of payment which will be used to place trees at public parks, schools, or other approved public facilities throughout the City. Tree mitigation funds may also be utilized to install irrigation, to repair or remove damaged or destroyed trees, to preserve and protect existing Protected Class and Heritage Class trees and to purchase equipment for the preservation or protection of existing trees. Mitigation requirements are:

1. *Protected Class Trees.* Protected trees shall be mitigated at a one-to-one (1:1) DBH inch ratio for every tree removed. Replacement trees shall have a minimum DBH of two and one half inches (2.5").
2. *Heritage Class Trees.* Heritage Class trees shall be mitigated at a three-to-one (3:1) DBH inch ratio for every tree removed. Replacement trees shall have a minimum DBH of two and one half inches (2.5").
3. *Damaged Trees.* Any trees that are designated for preservation and are damaged during the construction process or that die within two (2) years of issuance of a certificate of occupancy shall be mitigated for in accordance with subsection 21.9.9.D.1. and D.2. above.
4. *Mitigated Trees.* Trees planted and counted towards the necessary mitigation requirements that are damaged after planting or that die within two (2) years of issuance of a certificate of occupancy shall be mitigated for at a one-to-one (1:1) DBH inch ratio for every tree damaged or that dies.
5. The amount of tree mitigation per acre is capped at 100 inches per acre. For properties where the trees are generally clustered, staff has the discretion to define the acreage of the property as an area extending 20' beyond the tree canopy of the cluster in determining the acreage.

E. *Tree Protection Standards.*

1. All trees to be preserved on site shall be protected from damage caused by site excavation or construction in accordance with the following:
  - a. All trees shall be protected by a fence, frame or box constructed around the drip line of the preserved tree. Protection measures may not be removed until construction is complete.
  - b. A minimum of three inches (3") of mulch or compost shall be spread beneath the drip line of the preserved tree.
  - c. No person shall excavate any ditches, tunnels, or trenches, place any paving material or place any drive or parking area within the drip line of any Protected Class or Heritage Class Tree without prior written approval of the City Manager or his/her designee at the time of Site Plan approval.
  - d. No person shall attach any rope, wire, nails, advertising posters or other contrivance to any Protected Class or Heritage Class Tree.
2. It is the intent of the City to control and prevent the spread of Oak Wilt.
  - a. If any oak tree is wounded by intentional damage or pruning or as a result of natural causes, the damaged area shall be immediately treated with tree wound dressing.
  - b. All necessary and reasonable efforts shall be given during the permitted removal of any trees to utilize best known practices to prevent the spread of Oak Wilt disease to any other surrounding trees.

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- F. *Tree Preservation Credits—Nonresidential and Multifamily Developments.* To encourage the preservation of existing Protected Class or Heritage Class Trees contained within a proposed development, tree preservation credits may be requested to reduce the amount of new trees required on nonresidential and multifamily sites. Tree preservation credits can be issued for landscape buffer requirements when the tree being preserved is located within the buffer. Tree preservation credits can be issued to satisfy total trees per acre requirements of UDC Sec.21.9.7.E.2. The following minimum tree preservation credits may be requested:
1. Protected Class Trees shall receive a credit against the minimum required landscaping or mitigation standards at a one-to-one (1:1) caliper inch ratio;
  2. Heritage Class Trees shall receive a credit against the minimum required landscaping or mitigation standards at a three-to-one (3:1) caliper inch ratio;
- G. *Tree Survey Required.* Every application for a final plat for residential development or Site Plan for nonresidential and multifamily development shall be accompanied by a tree survey that includes the following information:
1. total number of DBH caliper inches of Protected Class and Heritage Class on the site;
  2. total number of DBH caliper inches of Protected Class and Heritage Class to be removed; and
  3. total number of DBH caliper inches of Protected Class and Heritage Class to be preserved.
- H. *Tree Removal Permit.* A tree removal permit is required for the removal of any Protected Class or Heritage Class trees not exempt in section 21.9.9.B.2. above. The permit must be accompanied by an appropriate application and shall contain a tree preservation plan showing the following:
1. existing/proposed topography;
  2. location of property lines, easement, rights-of-ways, setbacks, parking areas and sidewalks;
  3. location, species and size (in DBH) of each Protected Class and Heritage Class Tree, except those trees exempted by section 21.9.9.B.2.f. above;
  4. a tree inventory that summarizes the following:
    - a. total number of DBH caliper inches on the site;
    - b. total number of DBH caliper inches to be removed;
    - c. total number of DBH caliper inches to be preserved;
    - d. location of any proposed tree mitigation;
    - e. any proposed tree preservation credits; and
  5. a summary of the tree protection methods to be utilized.
- I. *Waiver.*
1. *General.* The City Manager or his/her designee may authorize waivers from the provisions of this Article when, in their opinion, undue hardship will result from requiring strict compliance. Waivers may be granted only to items specifically stated in this section. Waivers must meet one of the following eligibility requirements:
    - a. The tree is proposed for removal in order for the property to achieve compliance with other applicable City requirements and standards (i.e. site design or storm water management); or
    - b. The tree is proposed for removal because it is within a future public utility location.
  2. *Criteria for approval.* Waivers shall be evaluated using the following criteria:

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- a. Removal of the tree will not have a significant negative impact on erosion, soil stability, flow of surface waters, protection of adjacent trees or windbreaks;
  - b. The requested waiver does not violate the intent of this section or the UDC;
  - c. Strict interpretation of the provisions of the section would deprive the applicant of rights commonly enjoyed by other nearby properties in the same zoning district or with the same land use that would comply with the same provisions;
  - d. A reasonable effort to preserve the tree has been made and reasonable alternatives have been evaluated and determined to not be feasible.
3. Any decision of the City Manager or his/her designee regarding waivers to the provisions of this section may be appealed to the Planning and Zoning Commission. When considering an appeal, the Planning and Zoning Commission shall consider the same standards as the City Manager or his/her designee as outlined above.

(Ord. No. 16-S-27 , § 6, 8-30-2016; Ord. No. 17-S-40 , § 1(Exh. A), 10-24-2017; Ord. No. 18-S-08 , § 1(Exh. A), 2-27-2018; Ord. No. 18-S-24 , § 1(Exh. A), 8-7-2018)



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## **Sec. 21.9.9. Tree Preservation and Mitigation.**

### **A. *Purpose and Intent.***

1. The purpose of this section is to conserve, protect and enhance existing healthy trees and natural landscape. It is recognized that the preservation of existing trees contributes to the overall quality and environment of the City. Trees can and do contribute to the processes of purification, oxygenation, regeneration, groundwater recharge, reduction of pollution and contaminants in aquifers, erosion and dust control, abatement of noise, provision of wildlife habitat and enhancement property values. Indiscriminate clearing or stripping of natural vegetation on any parcel is prohibited.
2. It is hereby declared the intent of the City to encourage the preservation of all trees within the City limits. While the layout of a property with respect to the placement of buildings, parking facilities and other site requirements is at the discretion of the developer of the property, it is the policy of the City to promote site layout and design in a manner which preserves the maximum amount of Protected Class and Heritage Class trees possible.

### **B. *Applicability and Exemptions.***

1. The provisions of this section are applicable to the following:
  - a. all new residential and nonresidential development within the City except public schools;
  - b. redevelopment of any residential or nonresidential property within the City that results in an increase in the building footprint or the total destruction and reconstruction except public schools;
  - c. any grading, filling or clearing of land in the City limits; and
  - d. any selective or individual removal of any Protected Class or Heritage Class Tree in the City limits.
2. The following definitions shall be applicable to the provisions of this section:
  - a. *Protected Class Trees.* Trees having a DBH (diameter at breast height measured four and one half feet above existing ground level) between eight inches (8") and less than twenty-four inches (24") are designated as "Protected Class Trees".
  - b. *Heritage Class Trees.* Trees having a DBH greater than or equal to twenty-four inches (24") are designated as "Heritage Class Trees".
  - c. *Damage.* Damage shall be considered any injury to a tree including, but not limited to:
    - i. uprooting;
    - ii. severance of the root system or main trunk;
    - iii. storage of topsoil, construction materials, debris or chemicals within the drip line area;
    - iv. compaction of soil within the drip line area;
    - v. a substantial change in the natural grade above a root system or within the drip line area;
    - vi. pruning or removal of more than twenty-five percent (25%) of the living tissue; or
    - vii. Paving with concrete, asphalt or other impervious material within the drip line area. Tree grates or tree wells may be provided to preserve pervious surface within the drip line area.
3. The following are exempt from the preservation, mitigation and permitting requirements of this section:

- a. Protected Class Trees located within the area of a proposed on-site sewage facility (OSSF) (A waiver to mitigation for Heritage Class trees may be requested) ;
- b. Protected Class and Heritage Class Trees located within a right-of-way to be dedicated to and maintained by the City and shown on the City's Master Thoroughfare Plan;
- c. Protected Class Trees located within any utility easement, Heritage Class Trees located within any utility easement are exempt from preservation requirements only (A waiver to mitigation for Heritage Class trees may be requested);
- d. Protected Class and Heritage Class trees damaged or destroyed by floods, fire, wind or other natural causes;
- e. Dangerous, diseased, damaged, dead or dying Protected Class or Heritage Class trees as determined by a tree survey and a letter from a certified Texas Arborist; provided, notwithstanding the title of this section; and
- f. Protected Class trees from the Undesirable Trees list in UDC Table 21.9.7F. (A waiver to mitigation for Heritage Class trees may be requested)
- g. Protected Class and Heritage Class trees located on property that has an existing one family or two-family dwelling that is occupied.
- h. Protected Class and Heritage Class trees of the following exempted tree species:

Table 21.9.9 Exempted Trees	
Common Name	Scientific Name
Hackberry	Celtis occidentalis
Eastern Red Cedar	Juniperus virginiana
Common Ashe Juniper	Juniperis ashei
Chinaberry	Melia azedarach
Mesquite	Prosopis spp.
Ligustrum	Ligustrum spp.

- C. *Tree Preservation.* The existing natural landscape character, especially native oaks, elms, and pecan trees, shall be preserved to the maximum extent reasonable and feasible. Except as otherwise exempted in section 21.9.9.B.3. above, a tree removal permit is required for the removal of any tree with a DBH greater than eight inches.
  1. *Protected Trees.* Any Protected Trees not exempt from preservation in section B.3. above may be removed upon approval of a Tree Removal Permit by the Director of Parks, Recreation and Community Services Any decision of the Director of Parks, Recreation and Community Services regarding a tree removal permit may be appealed to the Planning and Zoning Commission in accordance with section 21.4.14 of this UDC.
  2. *Heritage Trees.* Any Heritage Trees to be removed may be removed upon approval of a Tree Removal Permit by the Director of Parks, Recreation and Community Services. Any decision by the Director of Parks, Recreation and Community Services regarding a tree removal permit may be appealed to the Planning and Zoning Commission in accordance with section 21.4.14 of this UDC. All Heritage Trees shall be required to meet the mitigation requirements of this section.
  3. *Minimum Preservation.* In the development of any site, at least twenty-five percent (25%) of all mitigatable Protected Class and Heritage Class trees must be preserved. (A waiver to the 25% preservation requirement may be requested)

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D. *Tree Mitigation.* Any trees that are removed or damaged as a result of the approval of a Tree Removal Permit shall be mitigated for on the same site as the proposed development. The species of trees planted for mitigation purposes may not include those listed as exempt in subsection 21.9.9.B.3. above nor any of the undesirable trees identified in table 21.9.7F. All trees planted for mitigation purposes must be a species of shade tree identified in table 21.9.7.A. In the event that mitigation is not feasible on the same site as the proposed development, an applicant may request to donate trees, meeting the mitigation requirements of this section, to be planted at public parks, schools, or other approved public facilities throughout the City or provide a fee-in-lieu of payment which will be used to place trees at public parks, schools, or other approved public facilities throughout the City. Tree mitigation funds may also be utilized to install irrigation, to repair or remove damaged or destroyed trees, to preserve and protect existing Protected Class and Heritage Class trees and to purchase equipment for the preservation or protection of existing trees. Mitigation requirements are:

1. *Protected Class Trees.* Protected trees shall be mitigated at a one-to-one (1:1) DBH inch ratio for every tree removed. Replacement trees shall have a minimum DBH of two and one half inches (2.5").
2. *Heritage Class Trees.* Heritage Class trees shall be mitigated at a three-to-one (3:1) DBH inch ratio for every tree removed. Replacement trees shall have a minimum DBH of two and one half inches (2.5").
3. *Damaged Trees.* Any trees that are designated for preservation and are damaged during the construction process or that die within two (2) years of issuance of a certificate of occupancy shall be mitigated for in accordance with subsection 21.9.9.D.1. and D.2. above.
4. *Mitigated Trees.* Trees planted and counted towards the necessary mitigation requirements that are damaged after planting or that die within two (2) years of issuance of a certificate of occupancy shall be mitigated for at a one-to-one (1:1) DBH inch ratio for every tree damaged or that dies.
5. The amount of tree mitigation per acre is capped at 100 inches per acre. For properties where the trees are generally clustered, staff has the discretion to define the acreage of the property as an area extending 20' beyond the tree canopy of the cluster in determining the acreage.

E. *Tree Protection Standards.*

1. All trees to be preserved on site shall be protected from damage caused by site excavation or construction in accordance with the following:
  - a. All trees shall be protected by a fence, frame or box constructed around the drip line of the preserved tree. Protection measures may not be removed until construction is complete.
  - b. A minimum of three inches (3") of mulch or compost shall be spread beneath the drip line of the preserved tree.
  - c. No person shall excavate any ditches, tunnels, or trenches, place any paving material or place any drive or parking area within the drip line of any Protected Class or Heritage Class Tree without prior written approval of the City Manager or his/her designee at the time of Site Plan approval.
  - d. No person shall attach any rope, wire, nails, advertising posters or other contrivance to any Protected Class or Heritage Class Tree.
2. It is the intent of the City to control and prevent the spread of Oak Wilt.
  - a. If any oak tree is wounded by intentional damage or pruning or as a result of natural causes, the damaged area shall be immediately treated with tree wound dressing.
  - b. All necessary and reasonable efforts shall be given during the permitted removal of any trees to utilize best known practices to prevent the spread of Oak Wilt disease to any other surrounding trees.

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- F. *Tree Preservation Credits—Nonresidential and Multifamily Developments.* To encourage the preservation of existing Protected Class or Heritage Class Trees contained within a proposed development, tree preservation credits may be requested to reduce the amount of new trees required on nonresidential and multifamily sites. Tree preservation credits can be issued for landscape buffer requirements when the tree being preserved is located within the buffer. Tree preservation credits can be issued to satisfy total trees per acre requirements of UDC Sec.21.9.7.E.2. The following minimum tree preservation credits may be requested:
1. Protected Class Trees shall receive a credit against the minimum required landscaping or mitigation standards at a one-to-one (1:1) caliper inch ratio;
  2. Heritage Class Trees shall receive a credit against the minimum required landscaping or mitigation standards at a three-to-one (3:1) caliper inch ratio;
- G. *Tree Survey Required.* Every application for a final plat for residential development or Site Plan for nonresidential and multifamily development shall be accompanied by a tree survey that includes the following information:
1. total number of DBH caliper inches of Protected Class and Heritage Class on the site;
  2. total number of DBH caliper inches of Protected Class and Heritage Class to be removed; and
  3. total number of DBH caliper inches of Protected Class and Heritage Class to be preserved.
- H. *Tree Removal Permit.* A tree removal permit is required for the removal of any Protected Class or Heritage Class trees not exempt in section 21.9.9.B.2. above. The permit must be accompanied by an appropriate application and shall contain a tree preservation plan showing the following:
1. existing/proposed topography;
  2. location of property lines, easement, rights-of-ways, setbacks, parking areas and sidewalks;
  3. location, species and size (in DBH) of each Protected Class and Heritage Class Tree, except those trees exempted by section 21.9.9.B.2.f. above;
  4. a tree inventory that summarizes the following:
    - a. total number of DBH caliper inches on the site;
    - b. total number of DBH caliper inches to be removed;
    - c. total number of DBH caliper inches to be preserved;
    - d. location of any proposed tree mitigation;
    - e. any proposed tree preservation credits; and
  5. a summary of the tree protection methods to be utilized.
- I. *Waiver.*
1. *General.* The City Manager or his/her designee may authorize waivers from the provisions of this Article when, in their opinion, undue hardship will result from requiring strict compliance. Waivers may be granted only to items specifically stated in this section. Waivers must meet one of the following eligibility requirements:
    - a. The tree is proposed for removal in order for the property to achieve compliance with other applicable City requirements and standards (i.e. site design or storm water management); or
    - b. The tree is proposed for removal because it is within a future public utility location.
  2. *Criteria for approval.* Waivers shall be evaluated using the following criteria:

- 
- a. Removal of the tree will not have a significant negative impact on erosion, soil stability, flow of surface waters, protection of adjacent trees or windbreaks;
  - b. The requested waiver does not violate the intent of this section or the UDC;
  - c. Strict interpretation of the provisions of the section would deprive the applicant of rights commonly enjoyed by other nearby properties in the same zoning district or with the same land use that would comply with the same provisions;
  - d. A reasonable effort to preserve the tree has been made and reasonable alternatives have been evaluated and determined to not be feasible.
3. Any decision of the City Manager or his/her designee regarding waivers to the provisions of this section may be appealed to the Planning and Zoning Commission. When considering an appeal, the Planning and Zoning Commission shall consider the same standards as the City Manager or his/her designee as outlined above.

(Ord. No. 16-S-27 , § 6, 8-30-2016; Ord. No. 17-S-40 , § 1(Exh. A), 10-24-2017; Ord. No. 18-S-08 , § 1(Exh. A), 2-27-2018; Ord. No. 18-S-24 , § 1(Exh. A), 8-7-2018)

CITY COUNCIL MEMORANDUM

City Council  
Meeting: April 12, 2022

Department: Executive Team

Subject: Ordinance No. 22-S-19 - Conduct a public hearing, and consideration and/or action on amendments to Part III, Schertz Code of Ordinances, Unified Development Code (UDC), to Article 4 subsection 21.4.5 Post Decision Procedures, Article 5 subsection 21.5.2 Zoning Districts Established and 21.5.5 Statement of Purpose and Intent for Residential Districts, Article 8 subsection 21.8.9 Outdoor Display and Storage, Article 9 subsection 21.9.10 Park and Open Space Dedication Requirements and Article 10 subsection 21.10.2 Parking Standards General Provisions and 21.10.4 Parking Standards Schedule of Offstreet Parking. *First Reading* (B. James/M. Browne)

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**BACKGROUND**

Staff is proposing to make a variety of amendments to the UDC. Some of these are coming from the Subcommittee of P&Z and City Council that discussed single family residential development, others from problems the City has been experiencing on Main Street while others have been pending for some time.

Staff is proposing to amend Section 21.4.5 Post- Decision procedures, section B. The section currently limits the ability of applicants to resubmit an application that has been denied to no sooner than six months after the date of denial. The amendment stipulates that limitation does not apply if the full board or commission that was seated was not present. This change was prompted by some recent denials at BOA where a lack of board members created a situation where a unanimous recommendation for approval was needed, This seems unfair to the applicants and as such a change was proposed.

As a result of the work of the Subcommittee on residential development staff is proposing to make amendments to various sections to remove the prohibition on new zoning of R-6 and R-7 as well as to add the design criteria that was discussed. To allow R-6 and R-7 zoning to be granted, staff is proposing amendments to Section 21.5.5 Statement and Purpose of Residential Districts Sections F and G to remove the references to Ordinance No. 10-S-29 that restricted the ability to grant them. It also amends Section 21.5.2 Zoning Districts Established, limitations on R-6 and R-7 to eliminate the references to the limitations imposed by Ordinance No. 10-S-29. The changes add a cap of 30 acres for R-7 and 40 acres for R-6. As part of the design standards the parking section is being amended to require two parking spaces per mail box kiosk which must be covered, but these can be provided in the right-of-way as long as additional paving is provided so as not to be in the lane of traffic. Staff is amending the parkland dedication section to stipulate the requirements for private open space in residential subdivisions if a City park is not being provided. The curvilinear street requirement is being added to the public works design manual.

In an effort to deal with the parking problem on Main Street that is occurring as a result of vehicles being parked on unpaved areas due to some temporary or short term issue and to deal with the excessive cars associated with auto repair uses being parked on the street, staff is proposing two related changes. The first is to allow temporary parking, of up to six months on an unpaved area. This would not push vehicles and trailers onto the street during construction on a site or in unique situations created by the pandemic, such as shortages of vehicle parts. The second change is to not allow parking associated with

an auto repair and service business that is located on Main Street to occur in the street. Businesses need to appropriately size their business - property, buildings, staffing to handle the volume of business they anticipate and not rely on the public right-of-way for vehicle storage as this creates a safety issue and negatively impacts other properties. Staff is recommending amending Section 21.10.2 General Provisions to add a subsection L that stipulates that parking and storage of vehicles associated with automobile repair and services businesses on Main Street cannot occur in the street. Staff is also recommending that section 21.8.9 Outdoor Display and Storage, subsection 4 be amended to add an additional subsection D to allow staff to issue permit for businesses to park vehicles on an unpaved area for up to six months.

#### **GOAL**

Update the City's UDC to better support the goals and objectives of the City's Comprehensive Plan.

#### **COMMUNITY BENEFIT**

Provides for high quality development meeting the goals of the City's Comprehensive Plan.

#### **SUMMARY OF RECOMMENDED ACTION**

Approval of Ordinance 22-S-19 Amending the UDC.

At the March 23, 2022 meeting, the Planning and Zoning Commission voted 7 to 0 to recommend approval of these amendments.

#### **FISCAL IMPACT**

None

#### **RECOMMENDATION**

Approval of Ordinance 22-S-19.

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#### **Attachments**

Ord 22 S 19 Misc UDC

Parking Redline

Post Decision Procedures Redline

Zoning Districts Established Redline

Statement of Purpose Res Districts Redline

Outdoor Display and Storage Redline

Park and Open Space Redline

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## **ORDINANCE NO. 22-S-18**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO AMENDING PART III, SCHERTZ CODE OF ORDINANCES, THE UNIFIED DEVELOPMENT CODE (UDC) ARTICLE 4, SUBSECTION 21.4.5 POST DECISION PROCEDURES, ARTICLE 5 SUBSECTIONS 21.5.2 ZONING DISTRICTS ESTABLISHED AND 21.5.5 STATEMENT OF PURPOSE AND INTENT FOR RESIDENTIAL DISTRICTS, ARTICLE 8 SUBSECTION 21.8.9 OUTDOOR DISPLAY AND STORAGE, ARTICLE 9 SUBSECTION 21.9.10 PARK AND OPEN SPACE DEDICATION REQUIREMENTS AND ARTICLE 10 SUBSECTIONS 21.10.2 PARKING STANDARDS GENERAL PROVISIONS AND 21.10.4 PARKING STANDARDS SCHEDULE OF OFFSTREET PARKING REQUIEMENTS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

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

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

**WHEREAS**, on March 23, 2022, the Planning and Zoning Commission conducted a public hearing and thereafter recommended approval; and

**WHEREAS**, on April 12, 2022 the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the proposed amendments are appropriate and in the interest of the public safety, health and welfare;

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

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

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

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

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

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



Section 6. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

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

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

Approved on first reading the 12<sup>th</sup> day of April, 2022.

PASSED, APPROVED AND ADOPTED on final reading the 26th day of April, 2022.

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Ralph Gutierrez, Mayor

ATTEST:

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Brenda, Dennis, City Secretary  
(CITY SEAL)

# Exhibit A

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#### **Sec. 21.4.5. Post-Decision Procedures.**

- A. *Notification Required.* Within ten (10) business days following final action on any Development Application, the appropriate City department shall provide written notification to the applicant of the decision of the Board, Commission, Committee or the City Council considering the request. If an application has been denied, the notification should include the reasons for denial as well as any information relating to reapplication procedures for the appropriate application.
- B. *Reapplication Following Denial.* Whenever any Development Application, with the exception of any plat application, is denied, a Development Application for all or a part of the same property shall not be accepted for filing for a period of six (6) months after the date of denial unless the subsequent application involves a proposal that is substantially different from the previously denied proposal or if the initial denial was considered by less than 100% of the members who could have been seated. For the purpose of this section, a request may be considered substantially different if the change is to a different zoning classification, there is a change in conditions relating to zoning principles of the property or surrounding properties or there is a change in the nature of the development of the property or surrounding properties. The City Manager or his/her designee shall resolve any questions concerning the similarity of the reapplication. The final decision-maker may, at its option, waive the six (6) month waiting period if, after due consideration of the matter at a scheduled and posted meeting, it is determined that denial of the request was based upon erroneous or omitted information, or if substantial new information pertaining to the request is discovered.
- C. *Amendments and Revisions to Approved Application.* Unless otherwise expressly provided by this UDC, any request to amend or revise an approved Development Application shall be considered a new application, which must be decided in accordance with the procedures governing the original application and the standards in effect at the time such new application is filed with the City.
- D. *Amendments Required.* Whenever a subsequent Development Application differs substantially from a previously approved Development Application to which the subsequent application must conform, the applicant shall submit an amended Development Application for the initial Development Application, which shall be decided prior to the subsequent application. The applicant's failure to comply with this section shall result in denial of the subsequent application

### Sec. 21.5.2. Zoning Districts Established

The City is hereby geographically divided into zoning districts and the boundaries of those districts herein are delineated upon the Official Zoning Map of the City. The use and dimensional regulations as set out in this Article are uniform in each district. Zoning districts are established in compliance with adopted Comprehensive Land Plan and Master Thoroughfare Plan. The districts established shall be known as follows:

Table 21.5.2	
Symbol	Zoning District Name
PRE	Predevelopment District
R-1	Single-Family Residential District
R-2	Single-Family Residential District
R-3	Two-Family Residential District
R-4	Apartment/Multi-Family Residential District
R-6	Single-Family Residential District
R-7	Single-Family Residential District
R-A	Single-Family Residential/Agricultural District
GH	Garden Home Residential District
TH	Townhome District
MHS	Manufactured Home Subdivision District
MHP	Manufactured Home Park District
OP	Office and Professional District
NS	Neighborhood Services District
GB	General Business District
GB-2	General Business District-2
M-1	Manufacturing District (Light)
M-2	Manufacturing District (Heavy)
GC	Golf Course District
PUB	Public Use District
PDD	Planned Development District
AD	Agricultural District
AC	Agricultural Conservation District
EN	Estate Neighborhood PDD
MU	Mixed Use District
HCOD	Highway Commercial Design Overlay District
CCOD	Campus Commercial Overlay District
IOD	Industrial Overlay District
DO	Downtown Overlay Districts
MSMU	Main Street Mixed-Use District

( Ord. No. 13-S-22, § 1, 7-16-2013 ; Ord. No. 14-S-47 , § 1, 11-18-2014)

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#### **Sec. 21.5.5. Statement of Purpose and Intent for Residential Districts.**

- A. *Predevelopment District (PRE)*. Intended for use for undeveloped land in the City or as a temporary designation for existing uses for newly annexed property. This zoning is also suitable for areas where development is premature due to lack of utilities, capacity or service and for areas that are unsuitable for development because of physical constraints or potential health or safety hazards. No improvements, construction or structures may be undertaken without obtaining a building permit and no occupancy of such improvements and structures without obtaining a certificate of occupancy.
- B. *Single-Family Residential District (R-1)*. Comprised of single-family detached residential dwellings on a minimum lot size of 9,600 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units.
- C. *Single-Family Residential District (R-2)*. Comprised of single-family detached residential dwellings with a minimum lot size of 8,400 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units.
- D. *Two-Family Residential District (R-3)*. Comprised of two (2) single-family attached residential dwellings with a minimum lot size of 9,000 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units.
- E. *Apartment/Multi-Family Residential District (R-4)*. Intended for apartment and multi-family developments including, but not limited to apartment buildings, duplex, garden apartments, condominium units, assisted living centers, nursing homes and other similar uses. Due to the infrastructure requirements for such districts, the City may require the applicant seeking such zoning classification to establish (i) the adequacy of available access and utility facilities, (ii) sufficiency of drainage, and (iii) provision of sufficient open space. The minimum lot size in such district is 10,000 square feet for three (3) units and 1,800 square feet for each additional dwelling unit. The maximum density shall be twenty-four (24) units per acre. Apartment/Multi-Family Residential Districts should not be located in areas where they would increase traffic through single-family neighborhoods and should be located adjacent to arterial streets with sufficient capacity to carry the increased traffic generated. Multi-family developments are suitable buffers between single-family districts and commercial uses. Multi-family districts should be buffered from non-residential land uses and from pollution sources and environmental hazards. Twenty percent (20%) of the total platted area shall be provided as common, usable open space.
- F. *Single-Family Residential District (R-6)*. Comprised of single-family detached residential dwellings that are on a minimum lot size of 7,200 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units. This district is intended to be developed using the more contemporary building styles and allowing those dwellings to be constructed on relatively small lots. The maximum size tract that can be zoned R-6 is 30 acres.
- G. *Single-Family Residential District (R-7)*. Comprised of single-family detached residential dwellings on a minimum lot size of 6,600 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units. This district is intended to be developed using the more contemporary building styles and allowing those dwellings to be constructed on relatively small lots. The maximum size tract that can be zoned R-7 is 40 acres.
- H. *Single-Family Residential/Agricultural District (RA)*. Intended to provide for areas in which agricultural land may be held in such use for as long as is practical and reasonable. Residences in this District are intended to be on a minimum lot size of 21,780 square feet (one-half acre). This District is suitable for areas where development is premature due to lack of utilities, capacity or service, and for areas that are unsuitable for development because of physical restraints or potential health or safety hazards.

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- I. *Garden Homes Residential District (GH)*. Comprised of single-family detached residential dwellings on a minimum lot size of 5,000 square feet together with the schools, churches, and parks necessary to create basic neighborhood units. This District allows the main structure to be constructed coincident with one (1) of the side property lines, and requires only one (1) side yard setback in order to maximize lot usage and yet maintain a neighborhood character consistent with conventional single-family detached homes.

No area shall be designated GH that contains less than five (5) adjoining lots on a street. Zero lot line homes shall have no windows on the side of the house, which abuts the property line. Entire frontage of one (1) side of the street in the block must be included in the GH designation. Exception may be made where an alley breaks the block on that side of the street. Homes will be uniformly located on the same side of the lot within a street block.

- J. *Townhome District (TH)*. Comprised of an attached residential dwelling unit in structures built to accommodate three (3) to six (6) units per structure. Density shall not exceed twelve (12) units per gross acre. Townhome units shall be constructed on a single lot, or on adjacent individual lots. Individual ownership of the townhome units is encouraged. Minimum lot area shall not be less than 2,500 square feet per dwelling unit. Ten percent (10%) of the total platted area shall be provided as common, usable open space. This District should not be located in areas where it would increase traffic through single-family neighborhoods and should be adjacent to arterial streets with sufficient capacity to carry the increased traffic generated.
- K. *Manufactured Home Subdivision District (MHS)*. Intended to recognize that certain areas of the City are suitable for a mixture of single-family dwelling units and HUD-Code manufactured homes, to provide adequate space and site diversification for residential purposes designed to accommodate the peculiarities and design criteria of manufactured homes, along with single-family residences, to promote the most desirable use of land and direction of building development, to promote stability of development, to protect the character of the district, to conserve the value of land and buildings, and to protect the City's tax base. This District provides for the creation and/or subdivision of any lot, tract or parcel of land used for the placement of manufactured homes. This District is not intended to prohibit or unduly restrict any type of housing but to ensure compatibility in housing types between manufactured home subdivisions and surrounding single family residential subdivisions and recognizing their inherent differences.
- L. *Manufactured Home Park District (MHP)*. Intended to provide adequate space and site diversification for residential purposes designed to accommodate the peculiarities and design criteria of manufactured homes, to promote the most desirable use of land and direction of building development, to promote stability of development, to protect the character of the district, to conserve the value of land and buildings, and to protect the City's tax base. This District provides for the creation of tracts of land used for the placement of multiple manufactured homes on a single lot, tract or parcel of land and utilized for rent or lease. This District is not intended to prohibit or unduly restrict any type of housing but to ensure compatibility between manufactured home parks and surrounding properties and recognizing the inherent differences in housing types between manufactured home parks and other residential districts.
- M. *Agricultural District (AD)*. Intended to provide as a base zoning district in areas designated as agricultural conservation on the North and South Schertz Framework Plans. Residences in this District are intended to be on a minimum lot size of 217,800 square feet (five acres). Clustering of up to two homes may be allowed on the same lot subject to setback requirements. This District is suitable for areas where development is premature due to lack of utilities, capacity or service, and for areas that are unsuitable for development because of physical restraints or potential health or safety hazards.
- N. *Main Street Mixed-Use District (MSMU)*. Intended to provide a base zoning district in the area along Main Street. In light of the history of the area and variety of land uses that exist, this zoning district allows for both single-family residential uses and low intensity commercial uses. Reduced setbacks and parking requirements are provided as part of this district due to physical restraints.

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- O. *Main Street Mixed-Use New Development District (MSMU-ND)*. Intended to provide a base zoning district in the area along Main Street, specifically for new development of existing properties. This district is intended to mirror The Main Street Mixed-Use District (MSMU), allowing for both single-family residential uses and low intensity commercial uses. Reduced setbacks, parking requirements, along with reduced landscape buffers are provided as part of this district due to physical restraints of the existing properties.

( Ord. No. 13-S-22, § 2, 7-16-2013 ; Ord. No. 14-S-47 , § 2, 11-18-2014; Ord. No. 21-S-26 , § 1(Exh. A), 7-6-2021)

### Sec. 21.8.9. Outdoor Display and Storage.

- A. Outdoor display and temporary outdoor storage shall be allowed in Non-residential Districts in accordance with this section. Any merchandise, material or equipment situated outdoors in Non-residential Districts shall be subject to the requirements of this section. For the purpose of this section, outdoor storage and display shall be classified into two (2) categories enumerated as shown below.

Table 21.8.9 Permitted Outdoor Display and Storage				
Category	OP	NS	GB and PUB	GB-2, M-1 and M-2
Outdoor Display and Temporary Outdoor Storage	-	P	P	P
General Outdoor Storage	-	-	-	P

(P) = Use is permitted in district indicated

(-) = Use is prohibited in district indicated

B. *Categories of outdoor storage and display.*

1. *Outdoor Display and Temporary Outdoor Storage.* Outdoor display and temporary outdoor storage are displays of items actively for sale or lease that are lightweight and that individually can be easily moved without a mechanical lifting device.
  - a. Outdoor display and temporary outdoor storage of goods in individual packaging and not in storage containers which are associated with the primary business on the site may be allowed adjacent to a front principal building wall and may not extend into the public right-of-way. Such storage shall not be permitted to block windows, entrances or exits, and shall not impair the ability of pedestrians to use the building.
  - b. Areas intended for outdoor display must be paved and painted to distinguish them from required off-street parking areas. No outdoor displays shall be allowed in off-street parking areas or fire lanes.
2. *General Outdoor Storage.*
  - a. General outdoor storage consists of all remaining forms of outdoor storage not classified as outdoor display including items of a large size, mass or volume and that are not easily moved or carried such as used tires, railroad ties, discarded inventory, storage pallets, shipping containers, temporary portable storage facilities/containers and semi trailers not attached to a truck.
  - b. General outdoor storage is prohibited within the public right-of-way or fire lane.
  - c. General outdoor storage shall not be allowed in off-street parking spaces.
  - d. General outdoor storage items shall not exceed a maximum of 20 feet (20') in height.
  - e. General outdoor storage items shall be completely enclosed or shall be moved to the rear of the structure, but in no event shall general outdoor storage items be visible from public right-of-way.
3. *Outdoor Display and Storage Requirements.*
  - a. All outdoor display and storage areas must be clearly shown on the Site Plan submitted for the property.



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- b. Unless specifically authorized elsewhere in the City's ordinances, all outdoor display and storage areas shall be located outside the public right-of-way.

4. *Exceptions.*

- a. Vehicles for sale as part of a properly permitted vehicle sales use (including boats and manufactured housing) shall not be considered merchandise, material or equipment subject to the restrictions of this section.
- b. Such vehicles must be located and displayed on a paved vehicle use area and clearly indicated on the Site Plan.
- c. Flea markets, open air markets, farmer's markets with a permanent Certificate of Occupancy for such use are not subject to the restrictions of this section.
- d. Vehicles awaiting repair, food trucks and trailers associated with a business may apply for a permit to allow parking on an unpaved area for a period not to exceed six months during construction or unique circumstances.
  - 1) The City Manager or his/her designee shall receive applications, documentation and issue permits for the temporary parking on an unpaved areas during construction or other unique circumstances such as parts shortages as the result of a pandemic.

C. *Effective Dates.*

1. *Temporary Limited Non-Conforming Use.* Outdoor displays or outdoor storage (temporary or general) described in subsection 21.8.9.B. located on a site on April 30, 2010; in compliance with the provisions of this UDC as in effect on April 12, 2010; and in good working order and actively being used for its intended display or storage purpose on April 30, 2010 may remain in the same location on such site, notwithstanding the provisions of subsection 21.8.9.B. until the earliest to occur of the following:
  - a. the removal of such display or storage from its precise location on April 30, 2010; or
  - b. the failure of the property owner or lessee or the owner of such display or storage to operate or use such display or storage in the manner intended and in effect on April 30, 2010 for a period of three (3) consecutive business days; or
  - c. the reduction in height of any such display or storage that would be governed by subsection 21.8.9.B.2.d. to less than 20 feet (20'); or
  - d. the destruction or damage of such display or storage to the extent of twenty-five (25%) or more of its area or value; or
  - e. *December 31, 2013.* During such period, the property owner or lessee or the owner of such display or storage may perform minor repair or maintenance of such display or storage and may replace any unit of such display offered for sale or lease that is sold or leased with a like unit offered for sale or lease but shall not substitute other types of items for sale or lease in such display, and shall not replace, enlarge or substitute storage facilities or storage areas that do not comply with subsection 21.8.9.B. In all events, none of such displays or storage shall be in a condition of disrepair or non-operation.
2. *Other Outdoor Displays or Outdoor Storage.* Outdoor displays and outdoor storage not described in subsection 21.8.9.C.1. shall be in compliance with the provisions of subsection 21.8.9.B. on and after May 1, 2010. Outdoor displays and outdoor storage described in subsection 21.8.9.C.1. shall be discontinued within thirty (30) days after the earliest to occur of the condition described in subsections 21.8.9.C.1.a.—e.

Sec. 21.9.10. - Park and Open Space Dedication Requirements.

A. *Purpose.*

1. The purpose of this section is to provide for the adequate provision of parkland and open space to meet the needs of a growing City population; for improvements to existing parkland; for establishment, maintenance and operation of a Parkland Dedication Fund; establish requirements and procedures for governing required dedications of parkland or improvements to existing parkland by subdividers of land; and for cash payments-in-lieu of land by subdividers of land in certain cases.
2. It is hereby declared by the City Council that recreational areas in the form of parks and open spaces are necessary and for the public welfare and that the only adequate procedure to provide for parkland and park improvements is by integrating such a requirement into the procedure for planning and developing property or subdivisions in the City, whether such development consists of new residential construction on vacant land or the addition of new dwelling units on existing residential land. It is the policy of the City to require subdividers of residential subdivisions and lots to provide for parkland and park facilities at the time of development approval in proportion to the need for such improvements created by the developments and in proportion to the benefits received from contribution of such facilities.

B. *Applicability.* The parkland dedication and park development requirements of this section shall be applicable to every residential subdivision developed under the provisions of this UDC, whether such subdivision consists of new residential construction on vacant land or the addition of new dwelling units on existing residential land, within the City limits or the City's ETJ.

C. *Submittal Requirements.*

1. Prior to Submittal of a Subdivision Master Plan or Preliminary Plat, a General Parks Plan shall be submitted and shall contain, at a minimum, the following information:
  - a. location and size of any proposed parks to be dedicated to the public or to be retained as private parkland;
  - b. a statement of the suitability of the parkland in meeting the criteria in subsection H. of this section;
  - c. a general park development plan including any proposed improvements; and
  - d. a phasing plan.
2. Prior to submittal of a Final Plat, a Detailed Parks Plan shall be submitted and shall contain, at a minimum, the following information:
  - a. location and size of the proposed park;
  - b. a statement of the suitability of the parkland in meeting the criteria in subsection H. of this section; and
  - c. a detailed plan of any proposed improvements, including cost.
3. The Director of Parks, Recreation and Community Services shall review the General Parks Plan and make a recommendation to the Planning and Zoning Commission prior to approval of a Subdivision Master Plan or Preliminary Plat. Recommendations should be based upon the Comprehensive Land Plan and/or the Parks and Open Space Master Plan as adopted by the City, and the standards and provisions contained herein regarding the amount and location of park land and fees-in-lieu of park land dedication.
4. All parkland to be dedicated to the City shall meet the suitability requirements of section 21.9.10.H.

D. *Parkland Dedication Requirements.*

1. *Land Dedication.* A final plat establishing a residential (including multifamily) subdivision or commercial or manufacturing district either within the City or within the ETJ of the City shall

contain the dedication of an area of land for park purposes meeting the requirements set out in this section, or a notation signed by the Director of Parks, Recreation and Community Services of receipt of an approved cash payment-in-lieu of land. The subdivider of a residential (including multifamily) subdivision or commercial or manufacturing district shall dedicate to the City developed parkland in the amount as established within the fee schedule adopted by the City Council. A proposed plat submitted for approval must:

- a. show the location and dimensions of the area proposed to be dedicated for parkland;
  - b. show the number of dwelling units to be located within the proposed residential subdivision (whether single or multi-family units) or LUEs in a commercial or manufacturing district;
  - c. tell whether all or any part of the property to be dedicated as a park is located in a special flood hazard area, as such areas are defined in this UDC; and
  - d. show the proposed streets and utilities to serve the parcel to be dedicated as parkland.
2. *Development of Areas Smaller Than Five (5) Acres.* The development of park areas smaller than five (5) acres for public park purposes is deemed to be impractical. If fewer than five (5) acres are proposed to be created by a plat, then prior to filing the plat, the subdivider shall be required to pay to the City the applicable cash payment-in-lieu of land. No plat showing a dedication of less than five (5) acres for a public park shall be approved by the Planning and Zoning Commission. While dedication of parkland to the City in an amount less than five (5) acres is deemed impractical, it is the City's policy to encourage the development of private parkland in accordance with subsection I below and provide credit for development of these private parklands accordingly.
3. *Dedication Procedures.* The owner of property for a residential subdivision shall be required at final plat approval to dedicate parkland. Dedication of parkland shall be evidenced by a formal dedication on the plat to be recorded. The land so dedicated and conveyed shall not be subject to any reservations of record, encumbrances of any kind, or easements, which in the opinion of the City will interfere with or materially increase the cost of making such land available for parks or recreational purposes.
4. *Development of Subdivision in Phases.* If a subdivision is to be developed in phases and the final platting of the park area to be dedicated is to be included in a future phase, then the subdivider shall be required to provide a notation on the plat which acknowledges that dedication of parkland to serve said subdivision will occur with the platting of future phases.
5. *Right to Accept/Reject Land.* If the City determines that sufficient park area is already in the public domain within proximity of the proposed development, or if the recreation needs for the area would be better served by expanding or improving existing parks, the City has the right to accept the dedication or to refuse same and require a cash payment-in-lieu of land.
6. *Compliance with Parks and Open Space Master Plan.* The City has adopted a Parks and Open Space Master Plan which outlines the necessity for parkland dedication and the types of improvements deemed appropriate for the City. The dedication and development of any parkland and the expenditure of any fees-in-lieu of dedication or development shall be in accordance with the Parks and Open Space Master Plan of the City.

E. *Fee-in-Lieu of Land Dedication Requirements.*

1. *Right to Request Waiver of Dedication Requirements.* A subdivider obligated to make a dedication of land may request the City waive the required dedication of land, in whole or in part, and to accept a cash payment-in-lieu of land dedication. Any request for a waiver to the land dedication requirements shall be subject to review and recommendation by the Parks and Recreation Advisory Board and final approval by the Planning and Zoning Commission.
2. *Required Fee-in-Lieu of Land Dedication.* Any subdivider who is required to make a cash payment-in-lieu of land dedication or who is granted a waiver in accordance with section 21.9.10.1. above, shall make a cash payment-in-lieu of land in accordance with this section. The amount of such cash payment-in-lieu of land shall be calculated by multiplying the number of dwelling units proposed to be established by the plat times the amount per dwelling unit as

established in the fee schedule set from time to time by the City Council. A cash payment-in-lieu of land shall be made prior to the recordation of the final plat.

- F. *Parkland Improvement Agreement.* The property owner or applicant may request to defer the obligation to dedicate parklands and/or develop parklands until after a final plat recordation. The request shall be submitted in writing and specify what is requested for deferral. Deferral of the obligation to dedicate parkland and/or develop parklands shall be conditioned on execution of an Improvement Agreement and provision of sufficient security, pursuant to Section 21.4.15.F, Improvement Agreements. The City Manager or his/her designee may approve or deny the request to defer obligations to dedicate parkland dedication and/or develop parklands.

G. *Park Development.*

1. A subdivider who elects to dedicate parkland in accordance with section 21.9.10.D. above shall improve all dedicated public parkland with improvements approved by the Parks and Recreation Advisory Board and the City Parks and Recreation Department. Design, specification, and construction of the improvements shall be subject to review and approval by the City. Construction of the improvements must be completed within one (1) year of the approval of the final plat of the subdivision. No final plat shall be recorded for any subdivision in which completion of the required improvements has not been accepted by the City; however, in the event that a subdivider requests that a final plat be approved prior to completion of the required improvements, surety for construction of improvements may be provided in the same manner as required of other subdivision- and site-related construction.
2. In-lieu of constructing the improvements required in section 21.9.10.F.1. above, the subdivider may elect to make a cash payment-in-lieu of construction to the City to meet the City's current or future recreational needs. If a developer who has dedicated land in accordance with section 21.9.10.D. above elects to make a fee-in-lieu of payment for park development, the City shall utilize those funds for improvement of parkland within the subdivision in which the funds are collected. In the event there are remaining funds after development of said parkland, the City may utilize the remaining funds to complete improvements in any public park within the City.
3. If the subdivider elects to pay fees-in-lieu of parkland dedication in accordance with section 21.9.10.E. above, then the subdivider shall make a cash payment-in-lieu of construction to the City for the required improvements in addition to the fees paid-in-lieu of dedication. Cash payments made in accordance with this paragraph may be utilized to complete improvements in any public park within the City.
4. Cash payments-in-lieu of required improvements shall be calculated by multiplying the number of dwelling units times the price per dwelling unit as established in the fee schedule set from time to time by the City Council.

H. *Parkland Dedication Fund.*

1. *Special Fund.* The City shall reserve all fee-in-lieu of payments and any accrued interest from the fee-in-lieu of parkland dedication or fee-in-lieu of parkland development in a separate account from the general funds of the City. This fund shall be known as the Parkland Dedication Fund.
2. *Deposit/Expenditure of Parkland Dedication Fund.* The City shall deposit sums collected as cash payments-in-lieu of land and cash payments-in-lieu of improvements in the Parkland Dedication Fund. The City shall expend such funds collected for the acquisition of land or for the improvement of existing parks on a first in, first out basis.
3. *Records and Method of Expenditure.* The City shall maintain records detailing the receipts and expenditures for the Parkland Dedication Fund. All funds deposited as credit for fee-in-lieu of parkland dedication may be utilized for the acquisition and/or development of parkland within the City. All funds collected as fee-in-lieu of parkland development shall be utilized for the development of parkland in accordance with section 21.9.10.F. above.

I. *Parkland Design Criteria.*

1. *Location.* Any land to be dedicated to meet the requirements of this section shall be reasonably located and adaptable for use as parkland and/or recreation facility, consistent with the most recent edition of the Comprehensive Land Plan and/or Parks and Open Space Master Plan as adopted by the City Council.
2. *Land Suitability.* The Parks and Recreation Advisory Board shall make recommendations to the Planning and Zoning Commission regarding the suitability of proposed park land. The location, access, size, shape, topography, natural drainage, utilities, parking facilities, and wooded areas and other vegetative cover of the parcel or tract of land to be dedicated shall be appropriate for public parks and recreation purposes. All such park land shall be designated and located so as to satisfy the requirements of this section.
3. *Usable Land.* At least fifty percent (50%) of proposed parkland dedication site shall be level, well drained and suitable for open play. Such land shall be located outside of any one hundred (100) year floodplain or any other special flood zone identified on the most recently approved FEMA FIRM map and shall not exceed five percent (5%) slope.
4. *Access.* Access to parkland designated on a subdivision plat shall be provided by the dedication of at least 200 feet of street frontage in a manner satisfactory to the City, preferably at the corner of two (2) intersecting streets. When the land abutting the designated parkland is developed, the subdivider of such abutting land shall furnish and pay for all paving of all abutting street frontage.
5. *Utilities.* Potable water and wastewater connections shall be readily available at the park site with water and wastewater lines located along the street frontage. The applicant must demonstrate to the satisfaction of the City that sufficient living unit equivalents that are not otherwise committed to other property are available to serve the park within these water and wastewater lines.
6. *Drainage Improvements.* Any detention ponds and/or other drainage facilities to be constructed in areas that are to be dedicated as parkland must be designed and constructed to also allow for recreational use. The subdivider may be required to demonstrate that the design, placement and construction of such ponds meet the requirements of the City.
7. *Floodplain.* The following standards shall apply to all land proposed for dedication or parkland which is located in a FEMA designated floodplain or other special flood hazard area.
  - a. *Amount of Credit.* Every acre of proposed dedicated parkland located within the floodplain or other special flood hazard area shall count as one-half (½) acre of land towards the total parkland dedication requirement.
  - b. *Criteria for Parkland.* Floodplain areas will be considered for eligibility as land to be dedicated based on the following criteria:
    - i. The floodplain area is easily accessible and has adequate street frontage.
    - ii. There has been minimal alteration of the natural character of the waterway and the floodplain area. Some improvements are necessary for City access and maintenance.
    - iii. In no case will floodplain areas be accepted which are less than one hundred feet (100') in width.
    - iv. The area's configuration and topography is suitable for the placement of low impact facilities such as playgrounds, picnic facilities and open play fields.
8. *Disturbed Area.* Any disturbed parkland shall be restored and the soil stabilized by a vegetative cover by the subdivider.
9. *Disclosures.* Prior to dedication of parkland, the subdivider shall make full disclosure of the presence of any hazardous substances and/or underground storage tanks (USTs) of which the subdivider has knowledge. The City, at its discretion, may proceed to conduct such initial environmental tests and surveys on the land as it may deem appropriate, and the subdivider shall grant to the City and its agents and employees such reasonable access to the land as is necessary to conduct such surveys and tests. If the results of such surveys and tests indicate a reasonable possibility of environmental contamination or the presence of USTs, the City may

require further survey and tests to be performed at the subdivider's expense as the City may deem necessary prior to its acceptance of the dedication, or in the alternative, the subdivider may be required to identify alternative property or pay the fees-in-lieu of such parkland dedication.

10. *Trash and Debris.* The park site shall be free of trash and debris. If the condition of the dedicated parkland is disturbed during construction of subdivision improvements then the subdivider shall be responsible for returning the dedicated land to its previous condition prior to or at the time of final plat filing. The public improvements to be constructed per the applicable subdivision plat will not be accepted by the City until such time that the above conditions have been met.
11. *Areas not Meeting the Minimum Requirements.* In the event that areas proposed for dedication do not meet the grade, slope, or other requirements for parkland dedication found in this section, but are known to contain sensitive environmental features, the City may, at its discretion and after review by the Parks and Recreation Advisory Board, modify the standards of this section subject to the following limitations:
  - a. that such areas shall provide recreational or educational opportunities for the surrounding community in-lieu of parkland dedication;
  - b. that such areas shall be given a partial credit against the requirement of land dedication and/or payment of fees; and
  - c. that such areas shall meet any additional standards deemed necessary by the Planning and Zoning Commission after a recommendation by the Parks and Recreation Advisory Board, pertaining to the dedication of land containing sensitive environmental features.

J. *Private Parks.*

1. *Private Parkland Required.* It is the intent of the City to provide for adequate areas of parkland within every subdivision as deemed practical by the City. All residential subdivisions developed after the effective date of this UDC that do not dedicate land in accordance with Paragraph D above, shall be required to dedicate an area as private parkland or open space. The amount of parkland dedicated and amenities provided shall be approved by the Parks and Recreation Advisory Board, but shall generally be as follows:
  - a. 435.6 square feet of private open space (which equates to one acre per 100 lots) for the first 200 single family residential lots
  - b. 217.8 square feet of private open space (which equates to one-half acre per lot) for every additional single family residential lot over 200 lot.
  - c. Private open space shall not be significantly encumbered by utility easements and may not be located within drainage easements.
  - d. open space being provided must generally be at least one-half acre in size.
  - e. open space shall be located so as to be easily accessible by lots within the subdivision.
2. *Credit for Private Parkland.* Up to fifty percent (50%) in area of a subdivision's total parkland dedication requirement may be satisfied through the dedication of a private park within the subdivision. Up to fifty percent (50%) of the parkland development fee may be satisfied through the development of a private park within the subdivision.
3. *Maintenance of Private Parks.* The subdivider must submit a condominium declaration, homeowner's agreement or similar document which establishes the private ownership and maintenance responsibility of any private park areas together with a mechanism for funding the maintenance of the park established to meet the requirements of this section. In addition, a plat note must be included on the preliminary plat and final plat stating the ownership and maintenance responsibility of all private park areas.
4. *Requirement of Continued Use.* A restrictive covenant shall be recorded at the time of the recording of the plat, which covenant shall run with the land subdivided. The covenant shall

restrict use of private parks and facilities to park and recreational purposes and must be submitted for approval by the City prior to final plat acceptance.

5. *Security for Performance.* The City may require financial assurances from the subdivider that the private park will be developed and completed, with assurances that a failure by the subdivider to timely complete the improvements to the park shall result in dedication of the private park to the City and the proceeds of the financial assurances as offered become the property of the City for use in completing the park.

(Ord. No. [17-S-41](#), § 1(Exh. A), 10-24-2017)

## ARTICLE 10. PARKING STANDARDS

### Sec. 21.10.1. Purpose.

The purpose of this Article is to establish the number of required off-street vehicular parking spaces so as to provide for the needs of occupants, customers, visitors or others involved in the use or occupancy of any building or structure, to eliminate the undue use of the surface street system for parking purposes, to require allocation of sufficient off-street/on-site loading facilities by business and industry which ensures that the loading and unloading of vehicles will not interfere with traffic flow or block roadways and/or fire lanes, to promote and protect the public health, safety, comfort, convenience and general welfare, and to grant and define the administrative powers and duties necessary to enforce this Article.

### Sec. 21.10.2. General provisions.

- A. Required off-street parking in residential districts shall be provided on the same site, lot or tract as the main use for which the parking is provided.
- B. Required off-street parking in nonresidential districts may be located on the same site, lot or tract as the main use for which the parking is provided or on a site, lot or tract located within the same zoning district and within 150 feet of the main use.
- C. If specific requirements for off-street parking result in a fraction of a parking space, the next larger whole number of spaces is required.
- D. Whenever a building or use constructed or established after the effective date of this UDC is changed or enlarged in floor area, number of dwelling units, seating capacity or otherwise, to create a need for an increase in the minimum number of required parking spaces, such spaces shall be provided to accommodate the enlargement or change.
- E. All driveways and all required off-street parking spaces shall be on a paved concrete or asphalt surface. All drive approaches shall be of paved concrete.
- F. Parking spaces provided within a public right-of-way shall not be counted as meeting the minimum requirements of this Article.
- G. In the event of the construction of a phased development, the minimum number of parking spaces provided shall apply to each phase as it is developed.
- H. In computing the parking requirements for any building or development with multiple uses, the total parking requirements shall be the sum of the specific parking requirements for each individual use included in the building or development.
- I. *Residential curb cuts.*
  - 1. *Straight driveways.* Curb cuts for residential driveway aprons shall be not less than ten feet (10') in width, and not more than twelve feet (12') in width for a single driveway apron nor more than twenty-four feet (24') in width for a double driveway apron. Curb cuts will be permitted only for driveway aprons providing access to a garage, carport or hardstand. Not more than one curb cut will be permitted for each residential parcel of land except as follows for circular driveways.



2. *Circular driveways.* Circular driveways are allowed for lots with a minimum of one hundred feet (100') of frontage. Circular driveways shall have a maximum of two sixteen-foot curb cuts with a minimum of thirty feet (30') between each cut.
- J. Detached accessory, ancillary or storage structures in commercial and manufacturing districts shall not be located in a manner that decreases the minimum number of parking spaces required.
- K. Areas intended for outdoor displays and general outdoor storage shall not be allowed in designated off-street parking areas or fire lanes and shall not be located in a manner that decreases the minimum number of parking spaces required.
- L. Parking and storage, including vehicles awaiting repair, employee, customers and vendors, for automobile repairs and service located on Main Street, cannot occur in the public right-of-way.

### Sec. 21.10.3. Size of space.

- A. Each standard off-street surface parking space shall measure not less than ten feet by 20 feet, exclusive of access drives and aisles, and shall be of usable shape and condition.
- B. *Wheel stops.* Wheel stops shall be required for all areas of head-in parking adjacent to a landscaped area required in section 21.9.7. Wheel stops shall be designed so that the overhang of vehicles is contained totally within the parking space. If wheel stops are not provided at locations where vehicles extend over the sidewalk areas, a minimum of five feet (5') of free walking area, exclusive of vehicle over hang, width must be provided.
- C. Each parking space designed for parallel parking shall have a minimum dimension of eight feet by twenty-two feet (8' x 22').
- D. Each standard parking space located in a parking garage shall measure not less than ten feet by eighteen feet (10' x 18'), exclusive of access drives or aisles.
- E. *Handicap accessible parking.*
  1. The number and size of the handicap parking spaces required must follow the Federal Americans with Disabilities Act and Texas Accessibility Standards. The number of handicap parking spaces required is based on the total number of spaces provided. Accessible spaces for cars must have at least a sixty inch (60") wide access aisle located adjacent to the designated parking space. Van parking spaces need to have a wider access aisle of ninety-six inches (96") to accommodate a wheelchair lift and vertical clearance to accommodate van height.

<b>Table 21.10.3 Minimum Number of Handicap Accessible Parking Spaces</b>	
Total number of parking spaces provided (per lot)	Total minimum number of accessible parking spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1,000	2% of total parking provided in lot
1,001 and over	20 plus 1 for each 100 over 1,000

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2. *Location.*

- a. Accessible parking spaces must be located on the shortest accessible route of travel to an accessible facility entrance. Where buildings have multiple accessible entrances with adjacent parking, the accessible parking spaces must be dispersed and located closest to the accessible entrances and at the most level ground close to the accessible entrance.
- b. An accessible route must always be provided from the accessible parking to the accessible entrance. An accessible route never has curbs or stairs, must be at least three feet (3') wide, and has a firm, stable, slip-resistant surface. The slope along the accessible route should not be greater than 1:12 in the direction of travel.
- c. Accessible parking spaces may be clustered in one or more lots if equivalent or greater accessibility is provided in terms of distance from the accessible entrance, parking fees, and convenience. Van-accessible parking spaces located in parking garages may be clustered on one floor (to accommodate the ninety-eight inch (98") minimum vertical height requirement).

3. *Signage.* A sign with the international symbol of accessibility must be mounted in accordance with applicable state and federal laws to see marking each disabled parking space. Van accessible spaces must have a sign with "van accessible" on it in addition to the international symbol of accessibility.

**Sec. 21.10.4. Schedule of off-street parking requirements.**

- A. Off-street parking shall be provided in sufficient quantities to provide the following ratio of vehicle spaces for the uses specified in the districts designated:

<b>Table 21.10.4 Schedule of Off-Street Parking Requirements</b>	
Use Type	Parking Requirement
Amusement, Commercial (Indoor)	1 space for each 200 square feet of gross floor area
Amusement, Commercial (Outdoor)	1 space per 500 square feet of outdoor site area plus 1 space per each 4 fixed spectator seats
Assisted Care, Living Facility, Care Facility	1 parking space for each 2 beds
Bank, Savings And Loan, Or Other Financial Institution	1 space for each 250 square feet of gross floor area
Bar Or Night Club	1 space for each 50 square feet of gross floor area
Bed And Breakfast	1 space for each guest room plus 1 space per employee
Bowling Alley	5 parking spaces for each lane
Car Wash	1 space for each 200 Square feet of floor area
Day Care Center	1 space per 250 square feet of gross floor area
Fitness Center/Gym	1 space for each 250 square feet of gross floor area
Convenience Store/Gas Station	1 space for each 250 square feet of gross floor area. Spaces provided for fueling at the pump stations shall not be considered parking spaces.
Group Home	4 spaces
Hospital	1 parking space for each bed
Hotel Or Motel	1 space for each sleeping room or suite plus 1 space for every 200 square feet of common area not designated as sleeping rooms
Lodging Houses And Boarding Houses	1 parking space for each bedroom

Manufacturing, Processing Or Repairing	1 space for each 2 employees or 1 space for each 1,000 square feet of total floor area, whichever is greater
Medical Or Dental Clinic	1 space for each 200 square feet of total floor area
Mini-warehouse/Public Storage	1 space for each 300 square feet of office floor area plus 1 space for each 3,000 square feet of storage area
Mortuary/Funeral Home	1 parking space for each 50 square feet of floor space in service rooms or 1 space for each 3 seats, whichever is less based on maximum design capacity)
Multifamily, Duplex, Two-Family, Condominium Or Other Similar Use	1.5 spaces per 1 bedroom unit 2 spaces per 2 bedroom unit 2.5 spaces per 3+ bedroom unit Plus additional guest parking provided at a ratio of 5% of required spaces
Nursery	1 space per 300 square feet of total sales area Wholesale nursery: 1 parking space per employee of the largest work shift, plus 1 space per 10,000 square feet of display area and 1 space per acre of growing areas
Offices	1 space for each 250 square feet of gross floor area
Outdoor Facilities (Outdoor Recreational Fields i.e. Football, Soccer, etc.)	20 spaces per designated field or 1 per 4 person design capacity
Public Use	Parking shall be provided at a ratio approved by City staff based on a parking study provided by the applicant
Residence Halls, Fraternity Buildings And Sorority Buildings	1 space per person capacity of permanent sleeping facilities
Residential Subdivision Mailbox Kiosk	2 spaces – these may be in the right-of-way but not in the traffic lane – an expansion of the road surface is required and the kiosk must be covered to provide shelter for people using the kiosk,
Restaurants	1 parking space for each 100 square feet of gross floor area, or 1 space for each 4 seats, whichever is less (based on maximum design capacity)
Retail Sales And Service	1 space for each 250 square feet of gross floor area
School, High School, Vocational, All Other Schools	Parking shall be provided at a ratio approved by City staff based on a parking study provided by the applicant that shall include vehicle stacking requirements
Single Family Attached And Detached Dwelling Units	2 parking spaces per dwelling unit
Theaters, Auditoriums, Churches, Assembly Halls, Sports Arenas, Stadiums, Conference Center, Convention Center, Dance Hall, Exhibition Halls, Or Other Place Of Public Assembly	1 space for each 4 seats or 1 space for every 100 square feet of gross floor area, whichever is less (based on maximum design capacity)
Automobile Sales Or Rental	1 space for each 3,000 square feet of sales area (open and enclosed) devoted to the sale, display or rental of vehicles
Automobile Service, Repair, Garage	1 space for each 200 square feet of total floor area
Warehouse	1 space for each 1,000 square feet of total floor area

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- B. *New and Unlisted Uses.* When a proposed land use is not classified in this section or a single use which have varying parking needs depending on the function of that specific single use, an applicant may submit a parking ratio based on best/current planning and transportation practices.
1. A best/current parking ratio application should include the following:
    - a. An application shall fully cite the sources used to derive the applicant-submitted parking ratio, possible resources include parking standards material from the Institute of Transportation Engineers (ITE) or the American Planning Association (APA).
    - b. The City Manager or his/her designee shall review the applicant submitted parking ratio to confirm best/current planning practices for a use.
    - c. The City Manager or his/her designee shall approve, modify, or deny the applicant submitted parking ratio.
  2. Parking ratio determination where no application is submitted
    - a. If the applicant does not submit a parking ratio, then the City Manager or his/her designee shall determine the parking ratio based on the best/current planning and transportation practices.
- C. *Mixed uses.* In the event that several users occupy a single structure, or parcels of land, the total requirements for off street parking shall be the sum of the requirements for the several uses computed separately unless it can be shown that the peak parking demands are offset, for example with retail and residential, or theater and office uses. In such case the City Manager or his/her designee may reduce the total requirements accordingly, but not more than twenty-five percent (25%).
- D. *Joint use of facilities.* Required parking facilities of two (2) or more uses, structures, or parcels of land may be satisfied by the same parking facility used jointly, to the extent that it can be shown by the owners or operators that the need for the facilities does not materially overlap and provided that such right of joint use is evidenced by a deed, lease, contract, or similar written instrument establishing the joint use.
- E. *Properties zoned main street mixed-use.* Properties zoned Main Street Mixed-Use shall only be required to provide two (2) on-site parking spaces but must still provide the minimum required number of handicapped spaces on site.

(Ord. No. 14-S-47 , § 5, 11-18-2014; Ord. No. 16-S-27 , § 7, 8-30-2016; Ord. No. 18-S-03 , § 1(Exh. A), 1-23-2018)

#### **Sec. 21.10.5. Striping.**

- A. All parking lots shall be striped in a manner that will clearly delineate parking spaces, fire lanes and pedestrian crosswalks.
- B. Directional arrows shall be provided in all drive lanes and driveways.

#### **Sec. 21.10.6. Shared access and cross lot access easements.**

Notwithstanding any other provisions of this UDC, unless otherwise approved by the City, to reduce the number of curb cuts and access driveways, the dedication of joint-use, private access driveway easements and cross lot access easements shall be required for all commercial development.

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**Sec. 21.10.7. Stacking requirement for drive-through facilities.**

- A. A stacking space shall be an area on a site measuring eight feet by twenty feet (8' x 20') with direct forward access to a service window or station of a drive-through facility which does not constitute space for any other circulation driveway, parking space, or maneuvering area.
- B. All stacking spaces shall be located entirely within the lot and shall be outside of any right-of-way, fire lane or similar access.
- C. For financial institutions with drive-through facilities, each teller window or station, human or mechanical, shall be provided with a minimum of five stacking spaces.
- D. For each service window of a drive-through restaurant, a minimum of seven stacking spaces shall be provided.
- E. For kiosks, a minimum of three (3) stacking spaces for each service window shall be provided.

**Sec. 21.10.8. Off-Street loading/unloading requirements.**

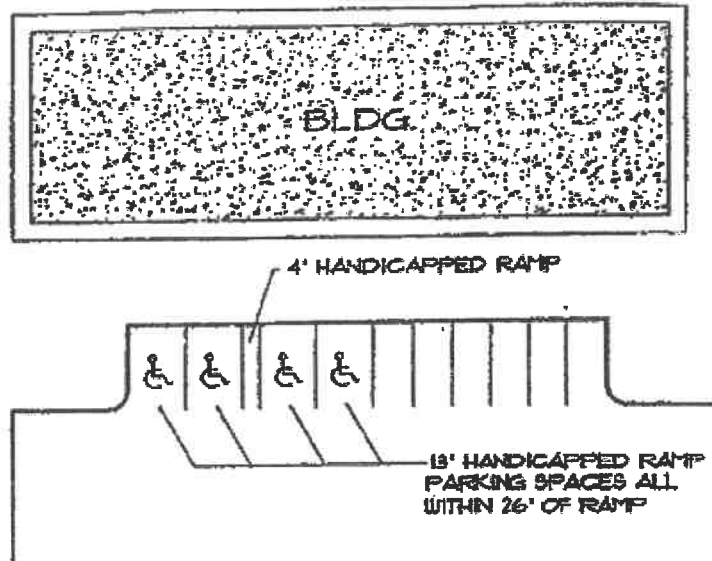
All retail, commercial, industrial and service structures shall provide and maintain off-street facilities for receiving and loading merchandise, supplies and materials within a building or on the lot or tract. All public schools shall provide adequate stacking for vehicles based on a parking study approved by City Staff. Such off-street loading space may be adjacent to a public alley or private service drive or may consist of a truck berth within the structure. Such off-street loading space or truck berth shall consist of a minimum area of ten feet (10') by forty feet (40') and the spaces or berths shall be provided in accordance with the following schedule:

<b>Table 21.10.8 Off-Street Loading Requirements</b>	
Square Feet of Gross Floor Area in Structure	Minimum Required Spaces or Berths
0—5,000	None
5,000—15,000	1
15,000—50,000	2
50,000—100,000	3
100,000—150,000	4
Each Additional 50,000 over 150,000	1

(Ord. No. 16-S-27 , § 8, 8-30-2016)

**Sec. 21.10.9. Additional regulations and illustrations.**

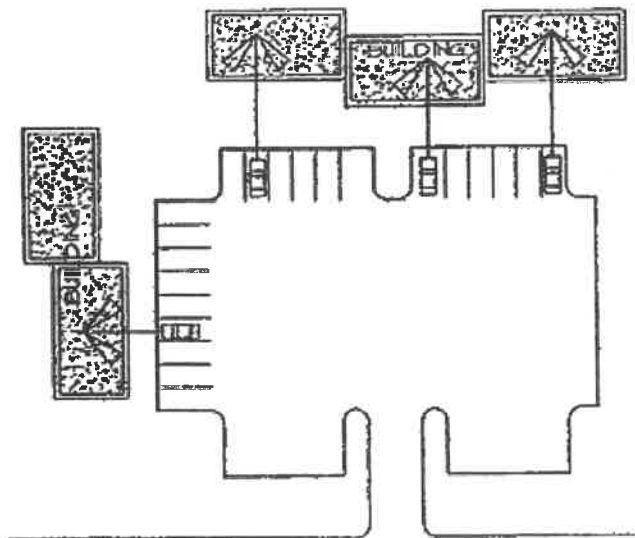
- A. *Handicapped ramps.*



### HANDICAPPED RAMPS: within 26' of Parking Spaces

The location of handicapped parking spaces should be:  
 1. as close as possible to principal handicapped accessible entrance(s);  
 2. Dispersed in a multi-building development or shopping center to ensure easy access and to minimize the travel distance for the handicapped.

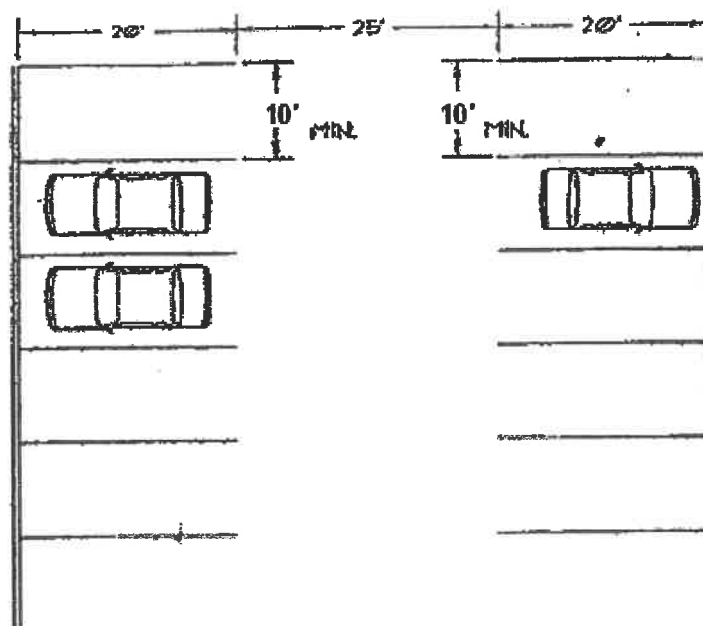
#### B. *Handicapped parking space dispersal.*



### HANDICAPPED PARKING SPACE DISPERSAL

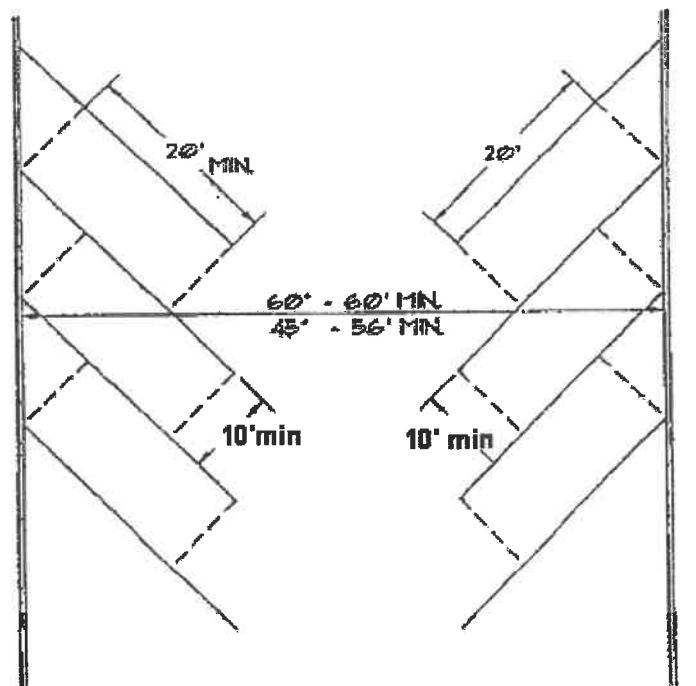
#### C. *90° parking dimensions.*

## 90° PARKING DIMENSIONS.

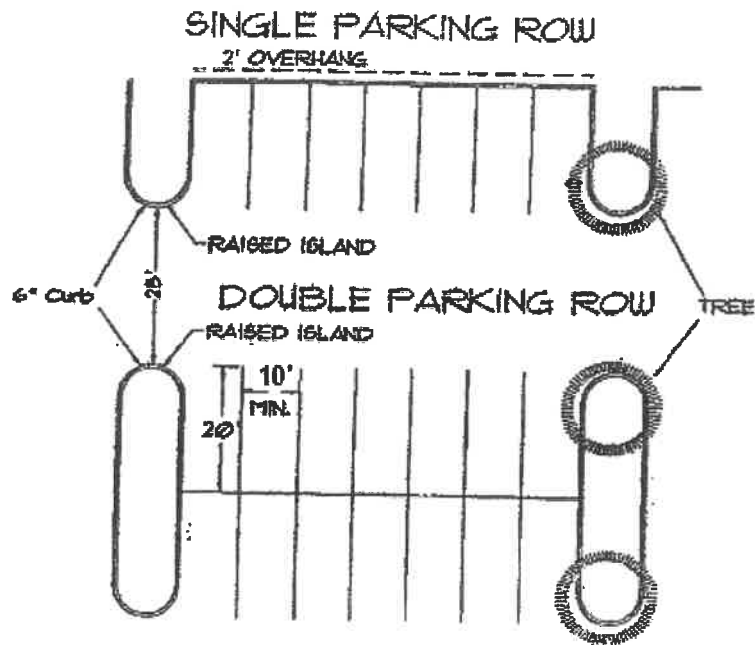


D. Angle parking dimensions.

## ANGLE PARKING DIMENSIONS

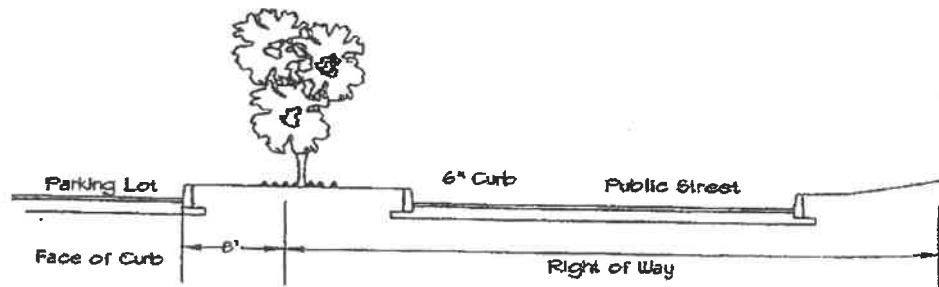


E. Drive aisle dimensions.

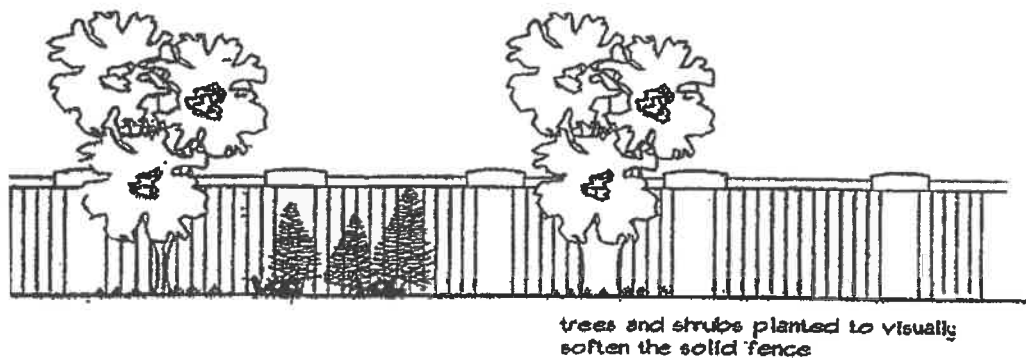


NOTES: Maximum of 20 spaces between islands on peripheral row  
Maximum of 15 spaces between islands on interior row

F. Separation of right-of-way and parking areas.



G. Landscaping and fencing.





## ARTICLE 10. PARKING STANDARDS

### Sec. 21.10.1. Purpose.

The purpose of this Article is to establish the number of required off-street vehicular parking spaces so as to provide for the needs of occupants, customers, visitors or others involved in the use or occupancy of any building or structure, to eliminate the undue use of the surface street system for parking purposes, to require allocation of sufficient off-street/on-site loading facilities by business and industry which ensures that the loading and unloading of vehicles will not interfere with traffic flow or block roadways and/or fire lanes, to promote and protect the public health, safety, comfort, convenience and general welfare, and to grant and define the administrative powers and duties necessary to enforce this Article.

### Sec. 21.10.2. General provisions.

- A. Required off-street parking in residential districts shall be provided on the same site, lot or tract as the main use for which the parking is provided.
- B. Required off-street parking in nonresidential districts may be located on the same site, lot or tract as the main use for which the parking is provided or on a site, lot or tract located within the same zoning district and within 150 feet of the main use.
- C. If specific requirements for off-street parking result in a fraction of a parking space, the next larger whole number of spaces is required.
- D. Whenever a building or use constructed or established after the effective date of this UDC is changed or enlarged in floor area, number of dwelling units, seating capacity or otherwise, to create a need for an increase in the minimum number of required parking spaces, such spaces shall be provided to accommodate the enlargement or change.
- E. All driveways and all required off-street parking spaces shall be on a paved concrete or asphalt surface. All drive approaches shall be of paved concrete.
- F. Parking spaces provided within a public right-of-way shall not be counted as meeting the minimum requirements of this Article.
- G. In the event of the construction of a phased development, the minimum number of parking spaces provided shall apply to each phase as it is developed.
- H. In computing the parking requirements for any building or development with multiple uses, the total parking requirements shall be the sum of the specific parking requirements for each individual use included in the building or development.
- I. *Residential curb cuts.*
  - 1. *Straight driveways.* Curb cuts for residential driveway aprons shall be not less than ten feet (10') in width, and not more than twelve feet (12') in width for a single driveway apron nor more than twenty-four feet (24') in width for a double driveway apron. Curb cuts will be permitted only for driveway aprons providing access to a garage, carport or hardstand. Not more than one curb cut will be permitted for each residential parcel of land except as follows for circular driveways.

2. *Circular driveways.* Circular driveways are allowed for lots with a minimum of one hundred feet (100') of frontage. Circular driveways shall have a maximum of two sixteen-foot curb cuts with a minimum of thirty feet (30') between each cut.
- J. Detached accessory, ancillary or storage structures in commercial and manufacturing districts shall not be located in a manner that decreases the minimum number of parking spaces required.
- K. Areas intended for outdoor displays and general outdoor storage shall not be allowed in designated off-street parking areas or fire lanes and shall not be located in a manner that decreases the minimum number of parking spaces required.
- L. *Parking and storage, including vehicles awaiting repair, employee, customers and vendors, for automobile repairs and service located on Main Street, cannot occur in the public right-of-way.*

### Sec. 21.10.3. Size of space.

- A. Each standard off-street surface parking space shall measure not less than ten feet by 20 feet, exclusive of access drives and aisles, and shall be of usable shape and condition.
- B. *Wheel stops.* Wheel stops shall be required for all areas of head-in parking adjacent to a landscaped area required in section 21.9.7. Wheel stops shall be designed so that the overhang of vehicles is contained totally within the parking space. If wheel stops are not provided at locations where vehicles extend over the sidewalk areas, a minimum of five feet (5') of free walking area, exclusive of vehicle over hang, width must be provided.
- C. Each parking space designed for parallel parking shall have a minimum dimension of eight feet by twenty-two feet (8' x 22').
- D. Each standard parking space located in a parking garage shall measure not less than ten feet by eighteen feet (10' x 18'), exclusive of access drives or aisles.
- E. *Handicap accessible parking.*
  1. The number and size of the handicap parking spaces required must follow the Federal Americans with Disabilities Act and Texas Accessibility Standards. The number of handicap parking spaces required is based on the total number of spaces provided. Accessible spaces for cars must have at least a sixty inch (60") wide access aisle located adjacent to the designated parking space. Van parking spaces need to have a wider access aisle of ninety-six inches (96") to accommodate a wheelchair lift and vertical clearance to accommodate van height.

<b>Table 21.10.3 Minimum Number of Handicap Accessible Parking Spaces</b>	
Total number of parking spaces provided (per lot)	Total minimum number of accessible parking spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1,000	2% of total parking provided in lot
1,001 and over	20 plus 1 for each 100 over 1,000

2. *Location.*

- a. Accessible parking spaces must be located on the shortest accessible route of travel to an accessible facility entrance. Where buildings have multiple accessible entrances with adjacent parking, the accessible parking spaces must be dispersed and located closest to the accessible entrances and at the most level ground close to the accessible entrance.
  - b. An accessible route must always be provided from the accessible parking to the accessible entrance. An accessible route never has curbs or stairs, must be at least three feet (3') wide, and has a firm, stable, slip-resistant surface. The slope along the accessible route should not be greater than 1:12 in the direction of travel.
  - c. Accessible parking spaces may be clustered in one or more lots if equivalent or greater accessibility is provided in terms of distance from the accessible entrance, parking fees, and convenience. Van-accessible parking spaces located in parking garages may be clustered on one floor (to accommodate the ninety-eight inch (98") minimum vertical height requirement).
3. *Signage.* A sign with the international symbol of accessibility must be mounted in accordance with applicable state and federal laws to see marking each disabled parking space. Van accessible spaces must have a sign with "van accessible" on it in addition to the international symbol of accessibility.

**Sec. 21.10.4. Schedule of off-street parking requirements.**

- A. Off-street parking shall be provided in sufficient quantities to provide the following ratio of vehicle spaces for the uses specified in the districts designated:

<b>Table 21.10.4 Schedule of Off-Street Parking Requirements</b>	
Use Type	Parking Requirement
Amusement, Commercial (Indoor)	1 space for each 200 square feet of gross floor area
Amusement, Commercial (Outdoor)	1 space per 500 square feet of outdoor site area plus 1 space per each 4 fixed spectator seats
Assisted Care, Living Facility, Care Facility	1 parking space for each 2 beds
Bank, Savings And Loan, Or Other Financial Institution	1 space for each 250 square feet of gross floor area
Bar Or Night Club	1 space for each 50 square feet of gross floor area
Bed And Breakfast	1 space for each guest room plus 1 space per employee
Bowling Alley	5 parking spaces for each lane
Car Wash	1 space for each 200 Square feet of floor area
Day Care Center	1 space per 250 square feet of gross floor area
Fitness Center/Gym	1 space for each 250 square feet of gross floor area
Convenience Store/Gas Station	1 space for each 250 square feet of gross floor area. Spaces provided for fueling at the pump stations shall not be considered parking spaces.
Group Home	4 spaces
Hospital	1 parking space for each bed
Hotel Or Motel	1 space for each sleeping room or suite plus 1 space for every 200 square feet of common area not designated as sleeping rooms
Lodging Houses And Boarding Houses	1 parking space for each bedroom

Manufacturing, Processing Or Repairing	1 space for each 2 employees or 1 space for each 1,000 square feet of total floor area, whichever is greater
Medical Or Dental Clinic	1 space for each 200 square feet of total floor area
Mini-warehouse/Public Storage	1 space for each 300 square feet of office floor area plus 1 space for each 3,000 square feet of storage area
Mortuary/Funeral Home	1 parking space for each 50 square feet of floor space in service rooms or 1 space for each 3 seats, whichever is less based on maximum design capacity)
Multifamily, Duplex, Two-Family, Condominium Or Other Similar Use	1.5 spaces per 1 bedroom unit 2 spaces per 2 bedroom unit 2.5 spaces per 3+ bedroom unit Plus additional guest parking provided at a ratio of 5% of required spaces
Nursery	1 space per 300 square feet of total sales area Wholesale nursery: 1 parking space per employee of the largest work shift, plus 1 space per 10,000 square feet of display area and 1 space per acre of growing areas
Offices	1 space for each 250 square feet of gross floor area
Outdoor Facilities (Outdoor Recreational Fields i.e. Football, Soccer, etc.)	20 spaces per designated field or 1 per 4 person design capacity
Public Use	Parking shall be provided at a ratio approved by City staff based on a parking study provided by the applicant
Residence Halls, Fraternity Buildings And Sorority Buildings	1 space per person capacity of permanent sleeping facilities
<u>Residential Subdivision Mailbox Kiosk</u>	<u>2 spaces – these may be in the right-of-way but not in the traffic lane – an expansion of the road surface is required and the kiosk must be covered to provide shelter for people using the kiosk.</u>
Restaurants	1 parking space for each 100 square feet of gross floor area, or 1 space for each 4 seats, whichever is less (based on maximum design capacity)
Retail Sales And Service	1 space for each 250 square feet of gross floor area
School, High School, Vocational, All Other Schools	Parking shall be provided at a ratio approved by City staff based on a parking study provided by the applicant that shall include vehicle stacking requirements
Single Family Attached And Detached Dwelling Units	2 parking spaces per dwelling unit
Theaters, Auditoriums, Churches, Assembly Halls, Sports Arenas, Stadiums, Conference Center, Convention Center, Dance Hall, Exhibition Halls, Or Other Place Of Public Assembly	1 space for each 4 seats or 1 space for every 100 square feet of gross floor area, whichever is less (based on maximum design capacity)
Automobile Sales Or Rental	1 space for each 3,000 square feet of sales area (open and enclosed) devoted to the sale, display or rental of vehicles
Automobile Service, Repair, Garage	1 space for each 200 square feet of total floor area
Warehouse	1 space for each 1,000 square feet of total floor area

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B. *New and Unlisted Uses.* When a proposed land use is not classified in this section or a single use which have varying parking needs depending on the function of that specific single use, an applicant may submit a parking ratio based on best/current planning and transportation practices.

1. A best/current parking ratio application should include the following:

- a. An application shall fully cite the sources used to derive the applicant-submitted parking ratio, possible resources include parking standards material from the Institute of Transportation Engineers (ITE) or the American Planning Association (APA).
- b. The City Manager or his/her designee shall review the applicant submitted parking ratio to confirm best/current planning practices for a use.
- c. The City Manager or his/her designee shall approve, modify, or deny the applicant submitted parking ratio.

2. Parking ratio determination where no application is submitted

- a. If the applicant does not submit a parking ratio, then the City Manager or his/her designee shall determine the parking ratio based on the best/current planning and transportation practices.

C. *Mixed uses.* In the event that several users occupy a single structure, or parcels of land, the total requirements for off street parking shall be the sum of the requirements for the several uses computed separately unless it can be shown that the peak parking demands are offset, for example with retail and residential, or theater and office uses. In such case the City Manager or his/her designee may reduce the total requirements accordingly, but not more than twenty-five percent (25%).

D. *Joint use of facilities.* Required parking facilities of two (2) or more uses, structures, or parcels of land may be satisfied by the same parking facility used jointly, to the extent that it can be shown by the owners or operators that the need for the facilities does not materially overlap and provided that such right of joint use is evidenced by a deed, lease, contract, or similar written instrument establishing the joint use.

E. *Properties zoned main street mixed-use.* Properties zoned Main Street Mixed-Use shall only be required to provide two (2) on-site parking spaces but must still provide the minimum required number of handicapped spaces on site.

(Ord. No. 14-S-47 , § 5, 11-18-2014; Ord. No. 16-S-27 , § 7, 8-30-2016; Ord. No. 18-S-03 , § 1(Exh. A), 1-23-2018)

#### **Sec. 21.10.5. Striping.**

- A. All parking lots shall be striped in a manner that will clearly delineate parking spaces, fire lanes and pedestrian crosswalks.
- B. Directional arrows shall be provided in all drive lanes and driveways.

#### **Sec. 21.10.6. Shared access and cross lot access easements.**

Notwithstanding any other provisions of this UDC, unless otherwise approved by the City, to reduce the number of curb cuts and access driveways, the dedication of joint-use, private access driveway easements and cross lot access easements shall be required for all commercial development.

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**Sec. 21.10.7. Stacking requirement for drive-through facilities.**

- A. A stacking space shall be an area on a site measuring eight feet by twenty feet (8' x 20') with direct forward access to a service window or station of a drive-through facility which does not constitute space for any other circulation driveway, parking space, or maneuvering area.
- B. All stacking spaces shall be located entirely within the lot and shall be outside of any right-of-way, fire lane or similar access.
- C. For financial institutions with drive-through facilities, each teller window or station, human or mechanical, shall be provided with a minimum of five stacking spaces.
- D. For each service window of a drive-through restaurant, a minimum of seven stacking spaces shall be provided.
- E. For kiosks, a minimum of three (3) stacking spaces for each service window shall be provided.

**Sec. 21.10.8. Off-Street loading/unloading requirements.**

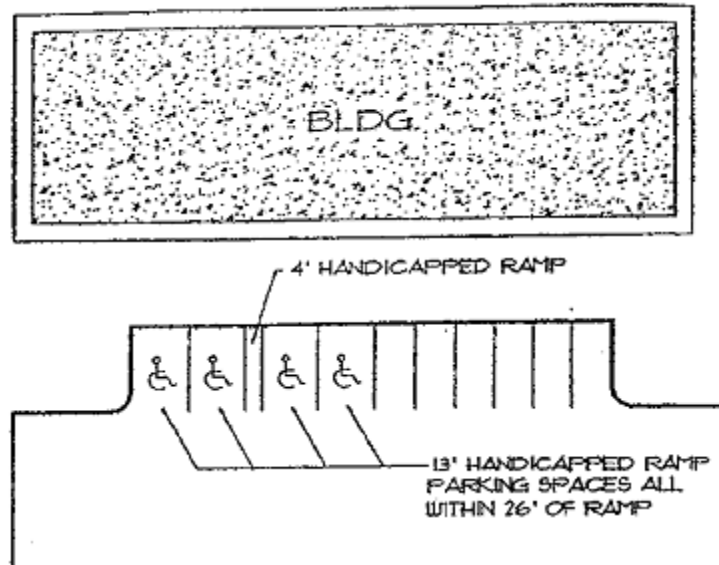
All retail, commercial, industrial and service structures shall provide and maintain off-street facilities for receiving and loading merchandise, supplies and materials within a building or on the lot or tract. All public schools shall provide adequate stacking for vehicles based on a parking study approved by City Staff. Such off-street loading space may be adjacent to a public alley or private service drive or may consist of a truck berth within the structure. Such off-street loading space or truck berth shall consist of a minimum area of ten feet (10') by forty feet (40') and the spaces or berths shall be provided in accordance with the following schedule:

<b>Table 21.10.8 Off-Street Loading Requirements</b>	
Square Feet of Gross Floor Area in Structure	Minimum Required Spaces or Berths
0—5,000	None
5,000—15,000	1
15,000—50,000	2
50,000—100,000	3
100,000—150,000	4
Each Additional 50,000 over 150,000	1

(Ord. No. 16-S-27 , § 8, 8-30-2016)

**Sec. 21.10.9. Additional regulations and illustrations.**

- A. *Handicapped ramps.*

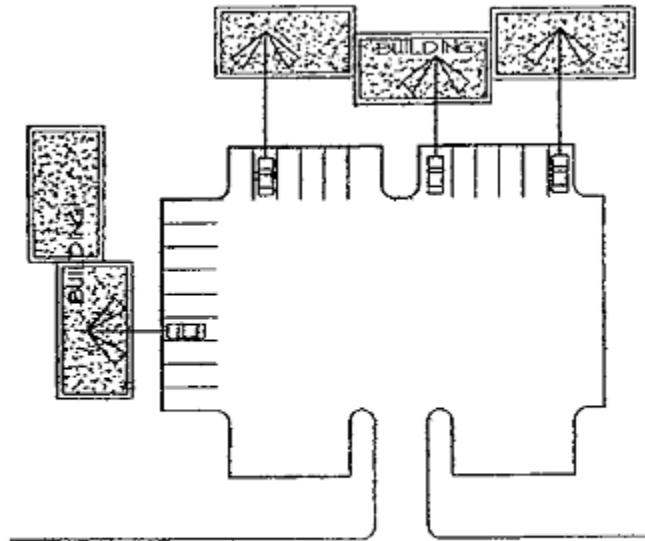


### HANDICAPPED RAMPS: within 26' of Parking Spaces

The location of handicapped parking spaces should be:

1. as close as possible to principal handicapped accessible entrance(s);
2. Dispersed in a multi-building development or shopping center to ensure easy access and to minimize the travel distance for the handicapped.

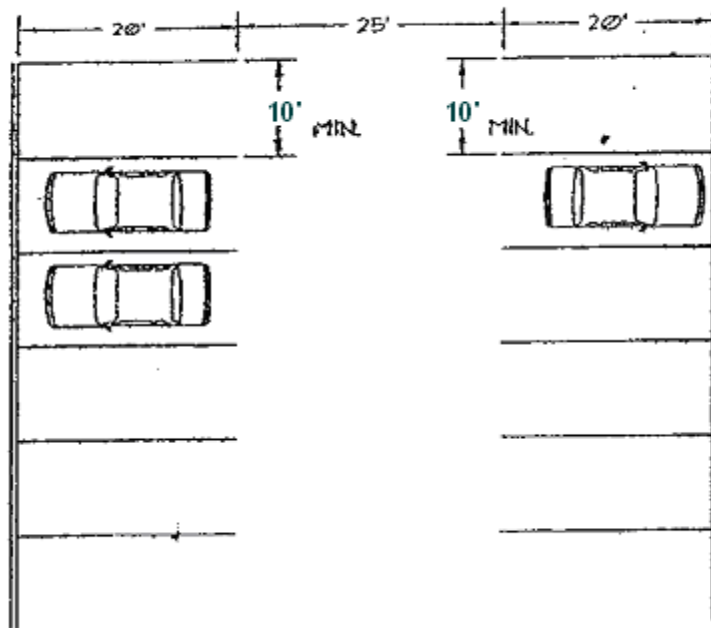
#### B. *Handicapped parking space dispersal.*



### HANDICAPPED PARKING SPACE DISPERSAL

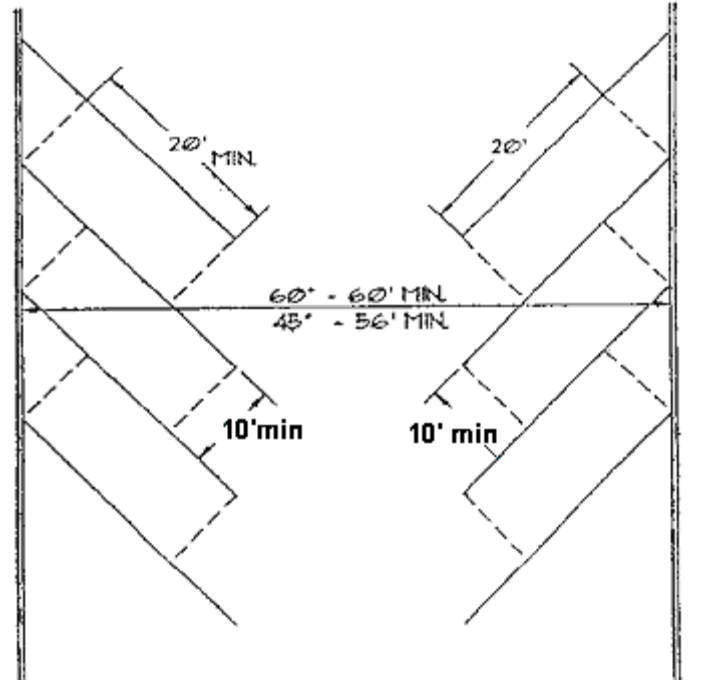
#### C. *90° parking dimensions.*

## 90° PARKING DIMENSIONS.



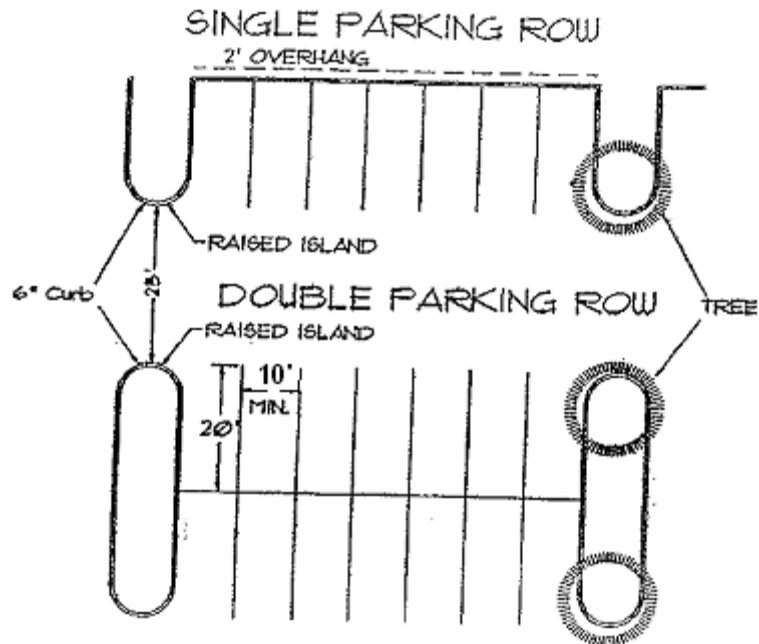
D. Angle parking dimensions.

## ANGLE PARKING DIMENSIONS



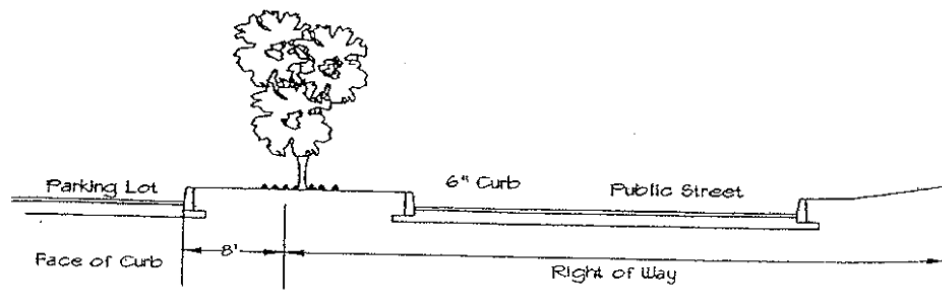
E. Drive aisle dimensions.





NOTES: Maximum of 20 spaces between islands on peripheral row  
Maximum of 15 spaces between islands on interior row

F. Separation of right-of way and parking areas.



G. Landscaping and fencing.



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#### **Sec. 21.4.5. Post-Decision Procedures.**

- A. *Notification Required.* Within ten (10) business days following final action on any Development Application, the appropriate City department shall provide written notification to the applicant of the decision of the Board, Commission, Committee or the City Council considering the request. If an application has been denied, the notification should include the reasons for denial as well as any information relating to reapplication procedures for the appropriate application.
- B. *Reapplication Following Denial.* Whenever any Development Application, with the exception of any plat application, is denied, a Development Application for all or a part of the same property shall not be accepted for filing for a period of six (6) months after the date of denial unless the subsequent application involves a proposal that is substantially different from the previously denied proposal or if the initial denial was considered by less than 100% of the members who could have been seated. For the purpose of this section, a request may be considered substantially different if the change is to a different zoning classification, there is a change in conditions relating to zoning principles of the property or surrounding properties or there is a change in the nature of the development of the property or surrounding properties. The City Manager or his/her designee shall resolve any questions concerning the similarity of the reapplication. The final decision-maker may, at its option, waive the six (6) month waiting period if, after due consideration of the matter at a scheduled and posted meeting, it is determined that denial of the request was based upon erroneous or omitted information, or if substantial new information pertaining to the request is discovered.
- C. *Amendments and Revisions to Approved Application.* Unless otherwise expressly provided by this UDC, any request to amend or revise an approved Development Application shall be considered a new application, which must be decided in accordance with the procedures governing the original application and the standards in effect at the time such new application is filed with the City.
- D. *Amendments Required.* Whenever a subsequent Development Application differs substantially from a previously approved Development Application to which the subsequent application must conform, the applicant shall submit an amended Development Application for the initial Development Application, which shall be decided prior to the subsequent application. The applicant's failure to comply with this section shall result in denial of the subsequent application

### Sec. 21.5.2. Zoning Districts Established; ~~Limitations on R-6 and R-7.~~

The City is hereby geographically divided into zoning districts and the boundaries of those districts herein are delineated upon the Official Zoning Map of the City. The use and dimensional regulations as set out in this Article are uniform in each district. Zoning districts are established in compliance with adopted Comprehensive Land Plan and Master Thoroughfare Plan. The districts established shall be known as follows:

Table 21.5.2	
Symbol	Zoning District Name
PRE	Predevelopment District
R-1	Single-Family Residential District
R-2	Single-Family Residential District
R-3	Two-Family Residential District
R-4	Apartment/Multi-Family Residential District
R-6	Single-Family Residential District <del>(See Ordinance No. 10-S-29)</del>
R-7	Single-Family Residential District <del>(See Ordinance No. 10-S-29)</del>
R-A	Single-Family Residential/Agricultural District
GH	Garden Home Residential District
TH	Townhome District
MHS	Manufactured Home Subdivision District
MHP	Manufactured Home Park District
OP	Office and Professional District
NS	Neighborhood Services District
GB	General Business District
GB-2	General Business District-2
M-1	Manufacturing District (Light)
M-2	Manufacturing District (Heavy)
GC	Golf Course District
PUB	Public Use District
PDD	Planned Development District
AD	Agricultural District
AC	Agricultural Conservation District
EN	Estate Neighborhood PDD
MU	Mixed Use District
HCOD	Highway Commercial Design Overlay District
CCOD	Campus Commercial Overlay District
IOD	Industrial Overlay District
DO	Downtown Overlay Districts
MSMU	Main Street Mixed-Use District

( Ord. No. 13-S-22, § 1, 7-16-2013 ; Ord. No. 14-S-47 , § 1, 11-18-2014)

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### Sec. 21.5.5. Statement of Purpose and Intent for Residential Districts.

- A. *Predevelopment District (PRE)*. Intended for use for undeveloped land in the City or as a temporary designation for existing uses for newly annexed property. This zoning is also suitable for areas where development is premature due to lack of utilities, capacity or service and for areas that are unsuitable for development because of physical constraints or potential health or safety hazards. No improvements, construction or structures may be undertaken without obtaining a building permit and no occupancy of such improvements and structures without obtaining a certificate of occupancy.
- B. *Single-Family Residential District (R-1)*. Comprised of single-family detached residential dwellings on a minimum lot size of 9,600 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units.
- C. *Single-Family Residential District (R-2)*. Comprised of single-family detached residential dwellings with a minimum lot size of 8,400 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units.
- D. *Two-Family Residential District (R-3)*. Comprised of two (2) single-family attached residential dwellings with a minimum lot size of 9,000 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units.
- E. *Apartment/Multi-Family Residential District (R-4)*. Intended for apartment and multi-family developments including, but not limited to apartment buildings, duplex, garden apartments, condominium units, assisted living centers, nursing homes and other similar uses. Due to the infrastructure requirements for such districts, the City may require the applicant seeking such zoning classification to establish (i) the adequacy of available access and utility facilities, (ii) sufficiency of drainage, and (iii) provision of sufficient open space. The minimum lot size in such district is 10,000 square feet for three (3) units and 1,800 square feet for each additional dwelling unit. The maximum density shall be twenty-four (24) units per acre. Apartment/Multi-Family Residential Districts should not be located in areas where they would increase traffic through single-family neighborhoods and should be located adjacent to arterial streets with sufficient capacity to carry the increased traffic generated. Multi-family developments are suitable buffers between single-family districts and commercial uses. Multi-family districts should be buffered from non-residential land uses and from pollution sources and environmental hazards. Twenty percent (20%) of the total platted area shall be provided as common, usable open space.
- F. *Single-Family Residential District (R-6)*. Comprised of single-family detached residential dwellings that are on a minimum lot size of 7,200 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units. This district is intended to be developed using the more contemporary building styles and allowing those dwellings to be constructed on relatively small lots. (See Ordinance No. 10-S-29) The maximum size tract that can be zoned R-6 is 30 acres.
- G. *Single-Family Residential District (R-7)*. Comprised of single-family detached residential dwellings on a minimum lot size of 6,600 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units. This district is intended to be developed using the more contemporary building styles and allowing those dwellings to be constructed on relatively small lots. (See Ordinance No. 10-S-29) The maximum size tract that can be zoned R-7 is 40 acres.
- H. *Single-Family Residential/Agricultural District (RA)*. Intended to provide for areas in which agricultural land may be held in such use for as long as is practical and reasonable. Residences in this District are intended to be on a minimum lot size of 21,780 square feet (one-half acre). This District is suitable for areas where development is premature due to lack of utilities, capacity or service, and for areas that are unsuitable for development because of physical restraints or potential health or safety hazards.

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- I. *Garden Homes Residential District (GH)*. Comprised of single-family detached residential dwellings on a minimum lot size of 5,000 square feet together with the schools, churches, and parks necessary to create basic neighborhood units. This District allows the main structure to be constructed coincident with one (1) of the side property lines, and requires only one (1) side yard setback in order to maximize lot usage and yet maintain a neighborhood character consistent with conventional single-family detached homes.

No area shall be designated GH that contains less than five (5) adjoining lots on a street. Zero lot line homes shall have no windows on the side of the house, which abuts the property line. Entire frontage of one (1) side of the street in the block must be included in the GH designation. Exception may be made where an alley breaks the block on that side of the street. Homes will be uniformly located on the same side of the lot within a street block.

- J. *Townhome District (TH)*. Comprised of an attached residential dwelling unit in structures built to accommodate three (3) to six (6) units per structure. Density shall not exceed twelve (12) units per gross acre. Townhome units shall be constructed on a single lot, or on adjacent individual lots. Individual ownership of the townhome units is encouraged. Minimum lot area shall not be less than 2,500 square feet per dwelling unit. Ten percent (10%) of the total platted area shall be provided as common, usable open space. This District should not be located in areas where it would increase traffic through single-family neighborhoods and should be adjacent to arterial streets with sufficient capacity to carry the increased traffic generated.
- K. *Manufactured Home Subdivision District (MHS)*. Intended to recognize that certain areas of the City are suitable for a mixture of single-family dwelling units and HUD-Code manufactured homes, to provide adequate space and site diversification for residential purposes designed to accommodate the peculiarities and design criteria of manufactured homes, along with single-family residences, to promote the most desirable use of land and direction of building development, to promote stability of development, to protect the character of the district, to conserve the value of land and buildings, and to protect the City's tax base. This District provides for the creation and/or subdivision of any lot, tract or parcel of land used for the placement of manufactured homes. This District is not intended to prohibit or unduly restrict any type of housing but to ensure compatibility in housing types between manufactured home subdivisions and surrounding single family residential subdivisions and recognizing their inherent differences.
- L. *Manufactured Home Park District (MHP)*. Intended to provide adequate space and site diversification for residential purposes designed to accommodate the peculiarities and design criteria of manufactured homes, to promote the most desirable use of land and direction of building development, to promote stability of development, to protect the character of the district, to conserve the value of land and buildings, and to protect the City's tax base. This District provides for the creation of tracts of land used for the placement of multiple manufactured homes on a single lot, tract or parcel of land and utilized for rent or lease. This District is not intended to prohibit or unduly restrict any type of housing but to ensure compatibility between manufactured home parks and surrounding properties and recognizing the inherent differences in housing types between manufactured home parks and other residential districts.
- M. *Agricultural District (AD)*. Intended to provide as a base zoning district in areas designated as agricultural conservation on the North and South Schertz Framework Plans. Residences in this District are intended to be on a minimum lot size of 217,800 square feet (five acres). Clustering of up to two homes may be allowed on the same lot subject to setback requirements. This District is suitable for areas where development is premature due to lack of utilities, capacity or service, and for areas that are unsuitable for development because of physical restraints or potential health or safety hazards.
- N. *Main Street Mixed-Use District (MSMU)*. Intended to provide a base zoning district in the area along Main Street. In light of the history of the area and variety of land uses that exist, this zoning district allows for both single-family residential uses and low intensity commercial uses. Reduced setbacks and parking requirements are provided as part of this district due to physical restraints.

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- O. *Main Street Mixed-Use New Development District (MSMU-ND)*. Intended to provide a base zoning district in the area along Main Street, specifically for new development of existing properties. This district is intended to mirror The Main Street Mixed-Use District (MSMU), allowing for both single-family residential uses and low intensity commercial uses. Reduced setbacks, parking requirements, along with reduced landscape buffers are provided as part of this district due to physical restraints of the existing properties.

( Ord. No. 13-S-22, § 2, 7-16-2013 ; Ord. No. 14-S-47 , § 2, 11-18-2014; Ord. No. 21-S-26 , § 1(Exh. A), 7-6-2021)

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### Sec. 21.8.9. Outdoor Display and Storage.

- A. Outdoor display and temporary outdoor storage shall be allowed in Non-residential Districts in accordance with this section. Any merchandise, material or equipment situated outdoors in Non-residential Districts shall be subject to the requirements of this section. For the purpose of this section, outdoor storage and display shall be classified into two (2) categories enumerated as shown below.

Table 21.8.9 Permitted Outdoor Display and Storage				
Category	OP	NS	GB and PUB	GB-2, M-1 and M-2
Outdoor Display and Temporary Outdoor Storage	-	P	P	P
General Outdoor Storage	-	-	-	P

(P) = Use is permitted in district indicated

(-) = Use is prohibited in district indicated

B. *Categories of outdoor storage and display.*

1. *Outdoor Display and Temporary Outdoor Storage.* Outdoor display and temporary outdoor storage are displays of items actively for sale or lease that are lightweight and that individually can be easily moved without a mechanical lifting device.
  - a. Outdoor display and temporary outdoor storage of goods in individual packaging and not in storage containers which are associated with the primary business on the site may be allowed adjacent to a front principal building wall and may not extend into the public right-of-way. Such storage shall not be permitted to block windows, entrances or exits, and shall not impair the ability of pedestrians to use the building.
  - b. Areas intended for outdoor display must be paved and painted to distinguish them from required off-street parking areas. No outdoor displays shall be allowed in off-street parking areas or fire lanes.
2. *General Outdoor Storage.*
  - a. General outdoor storage consists of all remaining forms of outdoor storage not classified as outdoor display including items of a large size, mass or volume and that are not easily moved or carried such as used tires, railroad ties, discarded inventory, storage pallets, shipping containers, temporary portable storage facilities/containers and semi trailers not attached to a truck.
  - b. General outdoor storage is prohibited within the public right-of-way or fire lane.
  - c. General outdoor storage shall not be allowed in off-street parking spaces.
  - d. General outdoor storage items shall not exceed a maximum of 20 feet (20') in height.
  - e. General outdoor storage items shall be completely enclosed or shall be moved to the rear of the structure, but in no event shall general outdoor storage items be visible from public right-of-way.
3. *Outdoor Display and Storage Requirements.*
  - a. All outdoor display and storage areas must be clearly shown on the Site Plan submitted for the property.

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- b. Unless specifically authorized elsewhere in the City's ordinances, all outdoor display and storage areas shall be located outside the public right-of-way.

4. *Exceptions.*

- a. Vehicles for sale as part of a properly permitted vehicle sales use (including boats and manufactured housing) shall not be considered merchandise, material or equipment subject to the restrictions of this section.
- b. Such vehicles must be located and displayed on a paved vehicle use area and clearly indicated on the Site Plan.
- c. Flea markets, open air markets, farmer's markets with a permanent Certificate of Occupancy for such use are not subject to the restrictions of this section.
- d. Vehicles awaiting repair, food trucks and trailers associated with a business may apply for a permit to allow parking on an unpaved area for a period not to exceed six months during construction or unique circumstances.
  - 1) The City Manager or his/her designee shall receive applications, documentation and issue permits for the temporary parking on an unpaved areas during construction or other unique circumstances such as parts shortages as the result of a pandemic.

C. *Effective Dates.*

1. *Temporary Limited Non-Conforming Use.* Outdoor displays or outdoor storage (temporary or general) described in subsection 21.8.9.B. located on a site on April 30, 2010; in compliance with the provisions of this UDC as in effect on April 12, 2010; and in good working order and actively being used for its intended display or storage purpose on April 30, 2010 may remain in the same location on such site, notwithstanding the provisions of subsection 21.8.9.B. until the earliest to occur of the following:
  - a. the removal of such display or storage from its precise location on April 30, 2010; or
  - b. the failure of the property owner or lessee or the owner of such display or storage to operate or use such display or storage in the manner intended and in effect on April 30, 2010 for a period of three (3) consecutive business days; or
  - c. the reduction in height of any such display or storage that would be governed by subsection 21.8.9.B.2.d. to less than 20 feet (20'); or
  - d. the destruction or damage of such display or storage to the extent of twenty-five (25%) or more of its area or value; or
  - e. *December 31, 2013.* During such period, the property owner or lessee or the owner of such display or storage may perform minor repair or maintenance of such display or storage and may replace any unit of such display offered for sale or lease that is sold or leased with a like unit offered for sale or lease but shall not substitute other types of items for sale or lease in such display, and shall not replace, enlarge or substitute storage facilities or storage areas that do not comply with subsection 21.8.9.B. In all events, none of such displays or storage shall be in a condition of disrepair or non-operation.
2. *Other Outdoor Displays or Outdoor Storage.* Outdoor displays and outdoor storage not described in subsection 21.8.9.C.1. shall be in compliance with the provisions of subsection 21.8.9.B. on and after May 1, 2010. Outdoor displays and outdoor storage described in subsection 21.8.9.C.1. shall be discontinued within thirty (30) days after the earliest to occur of the condition described in subsections 21.8.9.C.1.a.—e.



Sec. 21.9.10. - Park and Open Space Dedication Requirements.

A. *Purpose.*

1. The purpose of this section is to provide for the adequate provision of parkland and open space to meet the needs of a growing City population; for improvements to existing parkland; for establishment, maintenance and operation of a Parkland Dedication Fund; establish requirements and procedures for governing required dedications of parkland or improvements to existing parkland by subdividers of land; and for cash payments-in-lieu of land by subdividers of land in certain cases.
2. It is hereby declared by the City Council that recreational areas in the form of parks and open spaces are necessary and for the public welfare and that the only adequate procedure to provide for parkland and park improvements is by integrating such a requirement into the procedure for planning and developing property or subdivisions in the City, whether such development consists of new residential construction on vacant land or the addition of new dwelling units on existing residential land. It is the policy of the City to require subdividers of residential subdivisions and lots to provide for parkland and park facilities at the time of development approval in proportion to the need for such improvements created by the developments and in proportion to the benefits received from contribution of such facilities.

B. *Applicability.* The parkland dedication and park development requirements of this section shall be applicable to every residential subdivision developed under the provisions of this UDC, whether such subdivision consists of new residential construction on vacant land or the addition of new dwelling units on existing residential land, within the City limits or the City's ETJ.

C. *Submittal Requirements.*

1. Prior to Submittal of a Subdivision Master Plan or Preliminary Plat, a General Parks Plan shall be submitted and shall contain, at a minimum, the following information:
  - a. location and size of any proposed parks to be dedicated to the public or to be retained as private parkland;
  - b. a statement of the suitability of the parkland in meeting the criteria in subsection H. of this section;
  - c. a general park development plan including any proposed improvements; and
  - d. a phasing plan.
2. Prior to submittal of a Final Plat, a Detailed Parks Plan shall be submitted and shall contain, at a minimum, the following information:
  - a. location and size of the proposed park;
  - b. a statement of the suitability of the parkland in meeting the criteria in subsection H. of this section; and
  - c. a detailed plan of any proposed improvements, including cost.
3. The Director of Parks, Recreation and Community Services shall review the General Parks Plan and make a recommendation to the Planning and Zoning Commission prior to approval of a Subdivision Master Plan or Preliminary Plat. Recommendations should be based upon the Comprehensive Land Plan and/or the Parks and Open Space Master Plan as adopted by the City, and the standards and provisions contained herein regarding the amount and location of park land and fees-in-lieu of park land dedication.
4. All parkland to be dedicated to the City shall meet the suitability requirements of section 21.9.10.H.

D. *Parkland Dedication Requirements.*

1. *Land Dedication.* A final plat establishing a residential (including multifamily) subdivision or commercial or manufacturing district either within the City or within the ETJ of the City shall

contain the dedication of an area of land for park purposes meeting the requirements set out in this section, or a notation signed by the Director of Parks, Recreation and Community Services of receipt of an approved cash payment-in-lieu of land. The subdivider of a residential (including multifamily) subdivision or commercial or manufacturing district shall dedicate to the City developed parkland in the amount as established within the fee schedule adopted by the City Council. A proposed plat submitted for approval must:

- a. show the location and dimensions of the area proposed to be dedicated for parkland;
  - b. show the number of dwelling units to be located within the proposed residential subdivision (whether single or multi-family units) or LUEs in a commercial or manufacturing district;
  - c. tell whether all or any part of the property to be dedicated as a park is located in a special flood hazard area, as such areas are defined in this UDC; and
  - d. show the proposed streets and utilities to serve the parcel to be dedicated as parkland.
2. *Development of Areas Smaller Than Five (5) Acres.* The development of park areas smaller than five (5) acres for public park purposes is deemed to be impractical. If fewer than five (5) acres are proposed to be created by a plat, then prior to filing the plat, the subdivider shall be required to pay to the City the applicable cash payment-in-lieu of land. No plat showing a dedication of less than five (5) acres for a public park shall be approved by the Planning and Zoning Commission. While dedication of parkland to the City in an amount less than five (5) acres is deemed impractical, it is the City's policy to encourage the development of private parkland in accordance with subsection I below and provide credit for development of these private parklands accordingly.
  3. *Dedication Procedures.* The owner of property for a residential subdivision shall be required at final plat approval to dedicate parkland. Dedication of parkland shall be evidenced by a formal dedication on the plat to be recorded. The land so dedicated and conveyed shall not be subject to any reservations of record, encumbrances of any kind, or easements, which in the opinion of the City will interfere with or materially increase the cost of making such land available for parks or recreational purposes.
  4. *Development of Subdivision in Phases.* If a subdivision is to be developed in phases and the final platting of the park area to be dedicated is to be included in a future phase, then the subdivider shall be required to provide a notation on the plat which acknowledges that dedication of parkland to serve said subdivision will occur with the platting of future phases.
  5. *Right to Accept/Reject Land.* If the City determines that sufficient park area is already in the public domain within proximity of the proposed development, or if the recreation needs for the area would be better served by expanding or improving existing parks, the City has the right to accept the dedication or to refuse same and require a cash payment-in-lieu of land.
  6. *Compliance with Parks and Open Space Master Plan.* The City has adopted a Parks and Open Space Master Plan which outlines the necessity for parkland dedication and the types of improvements deemed appropriate for the City. The dedication and development of any parkland and the expenditure of any fees-in-lieu of dedication or development shall be in accordance with the Parks and Open Space Master Plan of the City.

E. *Fee-in-Lieu of Land Dedication Requirements.*

1. *Right to Request Waiver of Dedication Requirements.* A subdivider obligated to make a dedication of land may request the City waive the required dedication of land, in whole or in part, and to accept a cash payment-in-lieu of land dedication. Any request for a waiver to the land dedication requirements shall be subject to review and recommendation by the Parks and Recreation Advisory Board and final approval by the Planning and Zoning Commission.
2. *Required Fee-in-Lieu of Land Dedication.* Any subdivider who is required to make a cash payment-in-lieu of land dedication or who is granted a waiver in accordance with section 21.9.10.1. above, shall make a cash payment-in-lieu of land in accordance with this section. The amount of such cash payment-in-lieu of land shall be calculated by multiplying the number of dwelling units proposed to be established by the plat times the amount per dwelling unit as

established in the fee schedule set from time to time by the City Council. A cash payment-in-lieu of land shall be made prior to the recordation of the final plat.

- F. *Parkland Improvement Agreement.* The property owner or applicant may request to defer the obligation to dedicate parklands and/or develop parklands until after a final plat recordation. The request shall be submitted in writing and specify what is requested for deferral. Deferral of the obligation to dedicate parkland and/or develop parklands shall be conditioned on execution of an Improvement Agreement and provision of sufficient security, pursuant to Section 21.4.15.F, Improvement Agreements. The City Manager or his/her designee may approve or deny the request to defer obligations to dedicate parkland dedication and/or develop parklands.

G. *Park Development.*

1. A subdivider who elects to dedicate parkland in accordance with section 21.9.10.D. above shall improve all dedicated public parkland with improvements approved by the Parks and Recreation Advisory Board and the City Parks and Recreation Department. Design, specification, and construction of the improvements shall be subject to review and approval by the City. Construction of the improvements must be completed within one (1) year of the approval of the final plat of the subdivision. No final plat shall be recorded for any subdivision in which completion of the required improvements has not been accepted by the City; however, in the event that a subdivider requests that a final plat be approved prior to completion of the required improvements, surety for construction of improvements may be provided in the same manner as required of other subdivision- and site-related construction.
2. In-lieu of constructing the improvements required in section 21.9.10.F.1. above, the subdivider may elect to make a cash payment-in-lieu of construction to the City to meet the City's current or future recreational needs. If a developer who has dedicated land in accordance with section 21.9.10.D. above elects to make a fee-in-lieu of payment for park development, the City shall utilize those funds for improvement of parkland within the subdivision in which the funds are collected. In the event there are remaining funds after development of said parkland, the City may utilize the remaining funds to complete improvements in any public park within the City.
3. If the subdivider elects to pay fees-in-lieu of parkland dedication in accordance with section 21.9.10.E. above, then the subdivider shall make a cash payment-in-lieu of construction to the City for the required improvements in addition to the fees paid-in-lieu of dedication. Cash payments made in accordance with this paragraph may be utilized to complete improvements in any public park within the City.
4. Cash payments-in-lieu of required improvements shall be calculated by multiplying the number of dwelling units times the price per dwelling unit as established in the fee schedule set from time to time by the City Council.

H. *Parkland Dedication Fund.*

1. *Special Fund.* The City shall reserve all fee-in-lieu of payments and any accrued interest from the fee-in-lieu of parkland dedication or fee-in-lieu of parkland development in a separate account from the general funds of the City. This fund shall be known as the Parkland Dedication Fund.
2. *Deposit/Expenditure of Parkland Dedication Fund.* The City shall deposit sums collected as cash payments-in-lieu of land and cash payments-in-lieu of improvements in the Parkland Dedication Fund. The City shall expend such funds collected for the acquisition of land or for the improvement of existing parks on a first in, first out basis.
3. *Records and Method of Expenditure.* The City shall maintain records detailing the receipts and expenditures for the Parkland Dedication Fund. All funds deposited as credit for fee-in-lieu of parkland dedication may be utilized for the acquisition and/or development of parkland within the City. All funds collected as fee-in-lieu of parkland development shall be utilized for the development of parkland in accordance with section 21.9.10.F. above.

I. *Parkland Design Criteria.*

1. *Location.* Any land to be dedicated to meet the requirements of this section shall be reasonably located and adaptable for use as parkland and/or recreation facility, consistent with the most recent edition of the Comprehensive Land Plan and/or Parks and Open Space Master Plan as adopted by the City Council.
2. *Land Suitability.* The Parks and Recreation Advisory Board shall make recommendations to the Planning and Zoning Commission regarding the suitability of proposed park land. The location, access, size, shape, topography, natural drainage, utilities, parking facilities, and wooded areas and other vegetative cover of the parcel or tract of land to be dedicated shall be appropriate for public parks and recreation purposes. All such park land shall be designated and located so as to satisfy the requirements of this section.
3. *Usable Land.* At least fifty percent (50%) of proposed parkland dedication site shall be level, well drained and suitable for open play. Such land shall be located outside of any one hundred (100) year floodplain or any other special flood zone identified on the most recently approve FEMA FIRM map and shall not exceed five percent (5%) slope.
4. *Access.* Access to parkland designated on a subdivision plat shall be provided by the dedication of at least 200 feet of street frontage in a manner satisfactory to the City, preferably at the corner of two (2) intersecting streets. When the land abutting the designated parkland is developed, the subdivider of such abutting land shall furnish and pay for all paving of all abutting street frontage.
5. *Utilities.* Potable water and wastewater connections shall be readily available at the park site with water and wastewater lines located along the street frontage. The applicant must demonstrate to the satisfaction of the City that sufficient living unit equivalents that are not otherwise committed to other property are available to serve the park within these water and wastewater lines.
6. *Drainage Improvements.* Any detention ponds and/or other drainage facilities to be constructed in areas that are to be dedicated as parkland must be designed and constructed to also allow for recreational use. The subdivider may be required to demonstrate that the design, placement and construction of such ponds meet the requirements of the City.
7. *Floodplain.* The following standards shall apply to all land proposed for dedication or parkland which is located in a FEMA designated floodplain or other special flood hazard area.
  - a. *Amount of Credit.* Every acre of proposed dedicated parkland located within the floodplain or other special flood hazard area shall count as one-half ( $\frac{1}{2}$ ) acre of land towards the total parkland dedication requirement.
  - b. *Criteria for Parkland.* Floodplain areas will be considered for eligibility as land to be dedicated based on the following criteria:
    - i. The floodplain area is easily accessible and has adequate street frontage.
    - ii. There has been minimal alteration of the natural character of the waterway and the floodplain area. Some improvements are necessary for City access and maintenance.
    - iii. In no case will floodplain areas be accepted which are less than one hundred feet (100') in width.
    - iv. The area's configuration and topography is suitable for the placement of low impact facilities such as playgrounds, picnic facilities and open play fields.
8. *Disturbed Area.* Any disturbed parkland shall be restored and the soil stabilized by a vegetative cover by the subdivider.
9. *Disclosures.* Prior to dedication of parkland, the subdivider shall make full disclosure of the presence of any hazardous substances and/or underground storage tanks (USTs) of which the subdivider has knowledge. The City, at its discretion, may proceed to conduct such initial environmental tests and surveys on the land as it may deem appropriate, and the subdivider shall grant to the City and its agents and employees such reasonable access to the land as is necessary to conduct such surveys and tests. If the results of such surveys and tests indicate a reasonable possibility of environmental contamination or the presence of USTs, the City may

require further survey and tests to be performed at the subdivider's expense as the City may deem necessary prior to its acceptance of the dedication, or in the alternative, the subdivider may be required to identify alternative property or pay the fees-in-lieu of such parkland dedication.

10. *Trash and Debris.* The park site shall be free of trash and debris. If the condition of the dedicated parkland is disturbed during construction of subdivision improvements then the subdivider shall be responsible for returning the dedicated land to its previous condition prior to or at the time of final plat filing. The public improvements to be constructed per the applicable subdivision plat will not be accepted by the City until such time that the above conditions have been met.
11. *Areas not Meeting the Minimum Requirements.* In the event that areas proposed for dedication do not meet the grade, slope, or other requirements for parkland dedication found in this section, but are known to contain sensitive environmental features, the City may, at its discretion and after review by the Parks and Recreation Advisory Board, modify the standards of this section subject to the following limitations:
  - a. that such areas shall provide recreational or educational opportunities for the surrounding community in-lieu of parkland dedication;
  - b. that such areas shall be given a partial credit against the requirement of land dedication and/or payment of fees; and
  - c. that such areas shall meet any additional standards deemed necessary by the Planning and Zoning Commission after a recommendation by the Parks and Recreation Advisory Board, pertaining to the dedication of land containing sensitive environmental features.

J. *Private Parks.*

1. *Private Parkland Required.* It is the intent of the City to provide for adequate areas of parkland within every subdivision as deemed practical by the City. All residential subdivisions developed after the effective date of this UDC that do not dedicate land in accordance with Paragraph D above, shall be required to dedicate an area as private parkland or open space. The amount of parkland dedicated and amenities provided shall be approved by the Parks and Recreation Advisory Board, but shall generally be as follows:
  - a. 435.6 square feet of private open space (which equates to one acre per 100 lots) for the first 200 single family residential lots
  - b. 217.8 square feet of private open space (which equates to one-half acre per lot) for every additional single family residential lot over 200 lot.
  - c. Private open space shall not be significantly encumbered by utility easements and may not be located within drainage easements.
  - d. open space being provided must generally be at least one-half acre in size.
  - e. open space shall be located so as to be easily accessible by lots within the subdivision.
2. *Credit for Private Parkland.* Up to fifty percent (50%) in area of a subdivision's total parkland dedication requirement may be satisfied through the dedication of a private park within the subdivision. Up to fifty percent (50%) of the parkland development fee may be satisfied through the development of a private park within the subdivision.
3. *Maintenance of Private Parks.* The subdivider must submit a condominium declaration, homeowner's agreement or similar document which establishes the private ownership and maintenance responsibility of any private park areas together with a mechanism for funding the maintenance of the park established to meet the requirements of this section. In addition, a plat note must be included on the preliminary plat and final plat stating the ownership and maintenance responsibility of all private park areas.
4. *Requirement of Continued Use.* A restrictive covenant shall be recorded at the time of the recording of the plat, which covenant shall run with the land subdivided. The covenant shall

restrict use of private parks and facilities to park and recreational purposes and must be submitted for approval by the City prior to final plat acceptance.

5. *Security for Performance.* The City may require financial assurances from the subdivider that the private park will be developed and completed, with assurances that a failure by the subdivider to timely complete the improvements to the park shall result in dedication of the private park to the City and the proceeds of the financial assurances as offered become the property of the City for use in completing the park.

(Ord. No. [17-S-41](#), § 1(Exh. A), 10-24-2017)

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** April 12, 2022  
**Department:** Public Works  
**Subject:** Workshop discussion on the planned road repairs on Old Wiederstein Road (C.Kelm/S. Williams)

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**BACKGROUND**

Public Works is planning to perform road repairs on Old Wiederstein Road from Cibolo Valley Drive to Dean Road. Staff will be briefing City Council on the planned details of the project including; scope of repairs, estimated cost, and anticipated schedule.

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CITY COUNCIL MEMORANDUM

**City Council Meeting:** April 12, 2022  
**Department:** Engineering  
**Subject:** Monthly Update on Major Projects in progress/CIP. (B. James/K. Woodlee)

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**BACKGROUND**

City staff has provided the attached update.

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**Attachments**

Council Update

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## **CITY COUNCIL MEMORANDUM**

**City Council Meeting:** April 12, 2022

**Department:** City Manager

**Subject:** Update on Major Projects in Progress

### **Background**

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

### **Facilities Projects:**

#### **1. 27 Commercial Place Renovation**

- Project Status: Closeout Phase
- Construction Start: June 2021
- Estimated Completion: September 2021
- Cost of Construction: \$1,372,794
- Project Update: Staff continues to work with the contractor to close out the final payments for the project.

#### **2. Animal Adoption Center HVAC Replacement Project**

- Project Status: Closeout Phase
- Construction Start: October 2021
- Estimated Completion: February 2022
- Cost of Construction: \$700,000
- Project Update: City Staff has been operating inside the facility since February. Team Mechanical is working to resolve punch items throughout the facility.

#### **3. Civic Center HVAC Replacement Project**

- Project Status: Construction Phase
- Consultant: M&S Engineering
- Contractor Sullivan Contracting Services
- Projected Completion: June 2022
- Design Cost: \$93,500 (NTE)
- Construction Cost: \$1,150,000 (NTE)
- Project Update: Sullivan Contracting was awarded the full construction contract for the project on March 8<sup>th</sup> and construction began on March 22<sup>nd</sup>. Construction is expected to be completed in early June.

#### **4. Borgfeld Facility Renovation Project**

- Project Status: Scope Development Phase/ Demo of existing drywall and insulation.

- Projected Completion: Summer 2022
- Project Update: Project will consist of renovating approximately 1600 SF of office space. This will be primarily done in house by the Facilities Team.

#### **5. Animal Adoption Center Fence Project**

- Project Status: Complete
- Project Completion: February 2022
- Estimated Cost: \$40,000
- Project Update: Fence installation is complete. Gate has been installed and power has been run to the gate motor. Access controls and safety loops have been installed.
- Coordinating with IT for badge access to open the gate.

#### **6. Community Center HVAC Replacement**

- Project Status: Awaiting HVAC units
- Projected Completion: June 2022
- Estimated Cost: \$42,620
- Project Update: Contractor anticipates a 70-day lead time for the delivery of the new HVAC units. Once units are delivered, the installation should take one day, as we will be using the existing duct work.

### **Drainage Projects:**

#### **1. Savannah Square Detention Basin, Sycamore Creek at Westchester Drive, and Dietz Creek at Arroyo Verde (2020 Silt Removal Projects)**

- Project Status: Construction Phase
- Consultant: Unintech Consulting Engineers, Inc. (previously Ford Engineering)
- Construction Start: July 26, 2021
- Cost of Construction: \$291,627.47 (NTE \$320,000)
- Project Update: Myers Concrete Construction has completed all work except minor cleanup at Sycamore Creek. The final acceptance letter was provided on March 11, 2022.

## **Water and Wastewater Projects:**

### **1. Woman Hollering Creek Wastewater Interceptor Main and Lift Station**

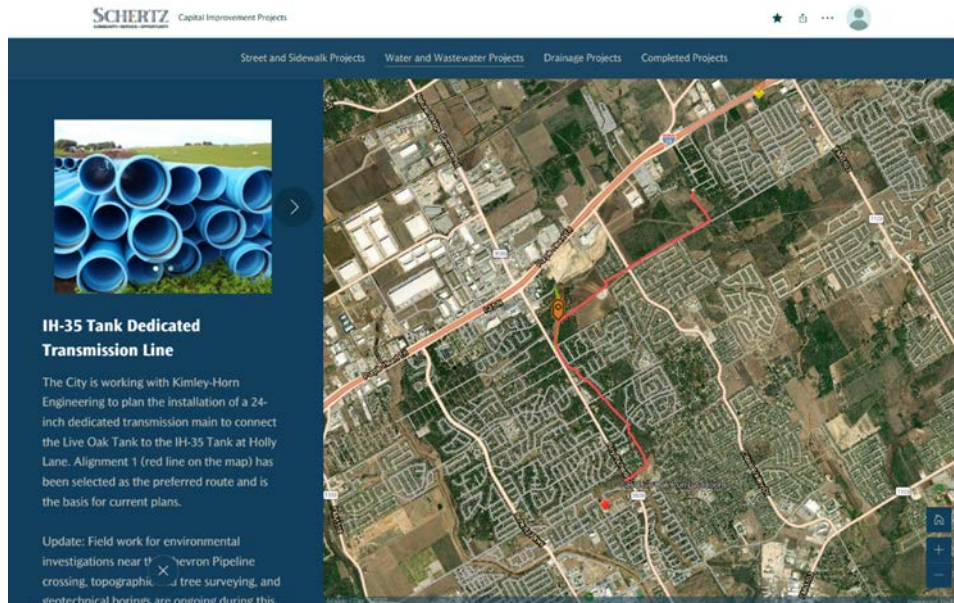
- Project Status: Construction
- Construction Contractor: Thalle Construction Co., Inc.
- Construction Management: AG|CM
- Design Engineer: Cobb, Fendley & Associates, Inc.
- Estimated Construction Start: Winter 2021/2022
- Estimated Cost of Construction (including construction and ancillary contracts): \$12 million
- Project Update: Bore of 48-inch diameter steel casing pipe, 34-feet deep, across FM 1518 has been completed. Contractor material submittals continue being submitted and reviewed. Surveying, staking, and clearing of easement areas is in progress.



### **2. 24" Dedicated Transmission Main Design Phase II**

Overall project intent is the construction of a 24" dedicated water transmission main to connect the Live Oak water storage facility to the IH 35 storage tank. Phase 1 (route study, land acquisition coordination) was completed in March 2021.

- Project Status: Design Phase
- Consultant: Kimley-Horn & Associates
- Design Project Start Date: June 1, 2021
- Project Completion Date: Winter 2022
- Project Cost (Phase 2 Design): \$1,508,875.50



- Project Update: The Public Works Department have been assisting the project team by uncovering existing water mains to confirm the depth and location of route crossings. Final site utility engineering investigations are being conducted. The revised route of the Dedicated Transmission Main is provided on the CIP Map. Draft easements are anticipated to be under review in May. 100% design is ongoing. The IH-35 Tank will require a test shut-down for this project and Public Works will monitor pressures throughout the system during the test shut-down.

### 3. 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)
- Design Project Start Date: August 2020
- Expected Design Project Completion Date: Summer 2022
- Total Project Cost (Design Phase): \$129,795 (NTE \$143,000)
- Project Update: UEG is continuing to work with the landowner for the site and easement acquisition. Minor site revisions were requested by the property owner to keep the impact of the site to a minimum.



#### **4. Aviation Heights Water Main Construction – Phases 5, 6, and 7 (Construction Phase)**

Overall project intent is the construction of an 8” water main within the Aviation Heights area along Aero Avenue, Brooks Avenue, Winburn Avenue, Mitchell Avenue, and Aviation Avenue.

- Project Status: Construction Phase
- Consultant: Unintech Consulting Engineers, Inc. (previously Ford Engineering)
- Project Start Date: October 18, 2021
- Expected Project Completion Date: January 24, 2023
- Total Project Cost: \$1,785,484.25
- Project Update: Work continues by MC Fonseca to place the 8” water main along Mitchell Avenue including temporary backfill and cold-mix asphalt. The water line on Aero Avenue, Winburn Avenue, and Brooks Avenue has been installed, tested, and is in service. The Contractor is working on obtaining rights-of-entry and temporary construction easements on private property where the new water meter will connect to water services near each home, as required. Brooks and Winburn Avenue paving is ongoing. Paving is complete on Aero Avenue. Residents continue to reach out to City staff to answer questions about the status of the project, disturbance on private property, and water main shut-downs. A change order was approved for additional paving on Winburn Avenue due to poor pavement condition of the 600 block after water main installation. Of 216 affected property owners, 58 residents are operating from new mains.



#### **5. Crest Oak Wastewater Upsize**

Overall project intent is to upsize the existing 10” sewer main which extends approximately 2,600 linear feet north of Crest Oak.

- Project Status: Contract Phase
- Consultant: None
- Project Start Date: Spring 2022
- Project Completion Date: Summer 2022
- Total Project Cost: \$1,269,119.78 (NTE)

- Project Update: The construction contract with Fuquay has been initiated and a notice to proceed is expected to be issued in April.

## **6. FM 1518 Utility Relocations**

Overall project intent is to relocate the water and sewer utilities to avoid conflicts as part of the TXDOT FM 1518 Project. The current contract is for the design services of the project.

- Project Status: Design Phase
- Consultant: Halff Associates
- Design Project Start Date: June 2021
- Expected Design Project Completion Date: September 2022
- Total Project Cost: \$548,370 (NTE \$600,000)
- Project Update: Halff is completing the field survey and beginning the easement acquisition for the 16" water line proposed along Aztec Lane to avoid conflicts with relocation at the intersection of FM 1518 and FM 78.

## **7. Corbett Ground Storage Tank**

Overall project intent is the construction of a 3.0 Million Gallon ground storage tank for filling the Corbett Elevated Storage Tank, the East Live Oak Elevated Storage Tank, plus additional storage.

- Project Status: Design Phase
- Consultant: Unintech Consulting Engineers, Inc. (previously Ford Engineering)
- Design Project Start Date: June 7, 2021
- Expected Project Completion Date: May 2022
- Total Project Cost: \$466,265.00
- Project Update: Final plans and specifications were received on March 28, 2022. Once review is completed by City Staff, the project is anticipated to be advertised on April 20, 2022.

## **Street 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: No change since last report. All work has been completed.

### **2. 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: The chip seal repairs and fog seal are expected to be completed in the late spring/early summer when we have favorable weather.

### **3. Elbel Road Storm Drain and Paving**

- Project Status: Design
- Consultant: Unintech Consulting Engineers, Inc. (previously Ford Engineering)
- Project Start Date: October 4, 2021
- Project Completion Date: Spring 2022

- Total Project Cost: \$1,964,000
- Project Update: The traffic signal work at the Westchester intersection is underway. Unfortunately, the traffic signal completion has been delayed. The traffic signal poles and mast-arms have not been delivered. The original delivery date was in January, but got pushed back to February. The supplier has now stated the delivery will not occur until May. The contractor will begin work on the project punch list this week.

#### **4. 2020 Street Preservation and Maintenance (Resurfacing) Project**

- Project Status: Under Construction
- Consultant: Kimley-Horn & Associates
- Project Start Date: November 15, 2021
- Project Completion Date: Spring 2022
- Estimated Cost of Construction: \$2,153,000
- Project Update: The asphalt repairs are expected to resume this month. Once the repairs have been completed, the streets will be crack sealed and then the slurry seal applied. The contractor expects to apply the slurry seal in June.

#### **5. Tri-County Parkway Reconstruction Project**

- Project Status: Construction
- Consultant: Halff Associates
- Construction Start: Spring 2022
- Estimated Cost of Construction: \$4,900,000
- Project Update: Construction began this week. The contractor has two crews working on the project. One crew is installing the new sanitary sewer main while the other crew has started the street reconstruction. The sanitary sewer line installation started in Lookout Rd, near Doerr Lane and will progress to Tri-County, then turn the corner and go to FM 3009. The street reconstruction started at Corridor Parkway and will head towards FM 3009. This means that traffic on Tri-County Parkway and on Lookout between Doerr and Tri-County is restricted to one lane, one way. The traffic flow is one-way from IH-35 to FM 3009 and one-way from Doerr Ln to Tri-County. This traffic control set up will remain until the project is completed. Construction is expected to be complete in five (5) months.

#### **6. Pedestrian Routes and Bike Lanes Project**

- Project Status: Under Construction
- Construction Start: Spring 2021
- Construction Management: AG|CM
- Estimated Cost of Construction: \$1.3 million
- Project Update: the contractor is working on the punch list for the project. We expect the punch list items to be completed in a couple of weeks.

#### **7. Main Street Improvements Project**

- Project Status: Design
- Consultant: Kimley-Horn Associates
- Project Update: The consultant continues to refine the project plans and cost estimates. The revised plans will be presented to the Main Street Committee and the Historical Preservation Committee this month. With both committee's approval of the plans, the final plans for the project will be created. Also ongoing is coordination with GVEC and the other utility companies to develop plans for relocation of the existing utilities.

#### **8. Eckhardt Road Maintenance Project**

The City is partnering with Guadalupe County to have some heavy maintenance performed on the section of Eckhardt Road from the entrance to the Parklands Subdivision past the intersection with Green Valley Road. The City is purchasing materials and Guadalupe County is providing labor and equipment to perform a more complete maintenance effort than continuing to address individual potholes as they appear. The road will have a 2-Course Surface Treatment when completed. The project is currently on the County's schedule to start March 7<sup>th</sup>, 2022, and be completed by June of 2022.

The County will complete the milling from City Limits to Park Leaf, mixing in the lime, ASP 200 oil and rolling it in. The roadway will need to cure approximately 3 weeks before the County puts down the two course surface treatment.

### **TxDOT Roadway Projects:**

- 1. FM 1103 Improvement Project:** No change from previous update. The FM 1103 project has been delayed due to some ongoing utility work and a proposed change in a retaining wall design. TxDOT is currently expecting ground breaking in June 2022. The start date continues to be subject to change.
- 2. FM 1518 Improvement Project:** No change from previous update. TxDOT is in the Plans, Specs, and Estimates (PS&E) stage of the project. At this time, the design consultant for TxDOT has prepared 90% construction plans and is working toward 95% completion. The project was scheduled to be let for construction in September 2022 but that date has shifted and is now planned for September 2023. The delay allows additional time for utility relocations as well as incorporation into the full project schedule of the segment of right of way adjacent to JB SA Randolph. It was previously expected that that segment would lag behind the rest of the project, but will not allow the entire length from FM 78 to IH 10 to be completed at once.
- 3. I-35 Operational Improvements Project (FM 2252 to Schwab Road):** No change from last update. The contractor continues slow progress on the project. Work continues on project elements outside the travel lanes and on the VIA Park & Ride facilities. Mainlane paving with porous friction course (PFC) asphalt has stopped due to cold night weather. It is expected to resume in late March or April 2022 once low nighttime temperatures are above 70 degrees. Completion of the project is now expected in late spring 2022.
- 4. I-35 NEX (I-410 South to FM 1103):** No change from last update. A design-build contract for the central segment of the I-35 Northeast Expansion project has been awarded to Alamo NEX Construction. The central section runs from 410 N to FM 3009 is fully funded. Significant construction is expected to begin in spring 2022.
- 5. IH-10 Graytown Road to Guadalupe County Line:** Grading for the widening of the main lanes has also begun and utility relocations are underway. (No City of Schertz utilities need to be relocated for this project.) Ramp and lane closures take place as necessary and occasionally include full closure of the main lanes for work such as bridge demolitions. The westbound frontage road bridge over Cibolo Creek has been reopened. Construction of the Trainer Hale Road overpass is progressing. Work is also progressing on the expansion of the FM 1518 bridge over IH 10.





IH 10 at FM 1518

## **Studies and Plans:**

### **1. 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: TBD 2022
- Total Project Cost: \$467,280 (NTE \$500,000)
- Project Update: No change from previous update. Staff is working with LAN to fine tune land use assumptions in advance of Comprehensive Land Use Plan update to ensure that projections are appropriate. LAN continues to work on completion of utility models and have identified issues that require further investigation to confirm validity of assumptions. Once land use assumptions are approved and issues with the models are resolved, future conditions will be input to the models for development of the Capital Improvement Plan for the Impact Fee update.

### **2. 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: Summer 2022
- Total Project Cost: \$35,000
- Project Update: No change from last project update. Consultant and City staff have visited City sites for information collection. Consultant has submitted a final draft from the compiled information and Inventory Assessment is under review by staff.

### **3. PCI Data Collection Study**

- Project Status: Study Underway
- Consultant: Fugro, Inc.
- Project Update: Fugro will drive all the City streets and collect all the street distresses this month. Once the data collection is completed, the data will be reviewed and verified. The verified data will be placed into a PAVER file so it can update the PCI scores for all the streets and the final reports and files will be provided to the City. Fugro expects to have the final reports and all the data complete and submitted by June.

### **Planning and Community Development Projects:**

#### **1. CityView Permitting and Development Software**

The CityView software is currently configured by the CityView implementation team for testing. City Staff (IT and P&CD) is performing User Acceptance review. There will be 14 ½ days of staff training prior to the software Go-Live. Staff training is scheduled to begin at the end of April and Go-live to follow in May 2022.

- i. Total Project Cost: \$523,766.00
- ii. Project Start Date: June 2018
- iii. Project Completion Date: July/August 2022

#### **2. Comprehensive Land Use Plan Update**

The Request for Qualifications (RFQ) was posted and closed on March 30. Staff is reviewing the responses and anticipates making a recommendation to Council at the last meeting in April or the first meeting in May.