



**MEETING AGENDA**  
**City Council**  
**REGULAR SESSION CITY COUNCIL**  
**October 11, 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, OCTOBER 11, 2022 at 6:00 p.m.**

**City Council will hold its regularly scheduled meeting at 6:00 p.m., Tuesday, October 11, 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 Tim Brown)**

**Presentations**

- Schertz Emerging Leaders Program (M. Browne/S. Gonzalez)
- Proclamation: National Planning Month (Planning Department)
- Proclamation: Fire Prevention Month (Fire Department)
- Fire Prevention Poster Winners (Fire Department)

**Employee Introductions**

- Public Affairs: Caanon Gibbons - Marketing & Communications Specialist
- Police Department: Matthew DeLeon - Police Officer
- Public Works: Fleet - Alberto Maldonado - Fleet Mechanic
- Public Works: Water - Adam Rodriguez - Service Worker 1

## City Events and Announcements

- Announcements of upcoming City Events (B. James/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 Special Meeting of September 26, 2022, and the minutes of the Regular Meeting of September 27, 2022. (B. Dennis/S. Edmondson)
2. **Ordinance No. 22-S-36-** Consideration and/or action on a request to rezone approximately 20 acres of land to Planned Development District (PDD), the properties, a portion of Parcel ID 67955, approximately 4.2 acres of land, generally located southeast of Archer Pass and Winkler Trail, a portion of Parcel ID 67955, approximately 4.5 acres of land, generally located 1,100 feet southeast of Archer Pass and Winkler Trail, and a portion of Parcel ID 112888, approximately 11 acres of land, generally located 2,900 feet southeast of the intersection of Homestead Parkway and Hartley Square, City of Schertz, Guadalupe County, Texas. ***Final Reading*** (B. James / L. Wood / E. Delgado)
3. **Resolution No. 22-R-119** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing a Cooperation Agreement with the Texas Home Collaborative. (M. Browne/B. James)
4. **Resolution No. 22-R-99** - Consideration and/or action to approve Resolution 22-R-99 updating the fee schedule for FY 2022-23 to waive certain fees within the Main Street Empowerment Zone. (M. Browne/B. James)

5. **Resolution No. 22-R-102** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing Subdivision Improvement, Reimbursement and Capital Recovery Offset Agreements with Schertz 1518, Ltd. (M. Browne/B. James)

### **Discussion and Action Items**

6. **Resolution No. 22-R-118** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas adopting a policy regarding Public Improvement Districts (PIDs). (M. Browne/B. James)

### **Public Hearings**

7. **Ordinance No. 22-S-41**- Conduct a public hearing and consideration and/or action on a request to rezone approximately 15 acres of land from Pre-Development District (PRE) to Planned Development District (PDD), generally located approximately 2,200 feet southeast of the intersection of Lower Seguin Road and FM 1518, also known as Bexar County Property Identification Number 309997 and 309999, City of Schertz, Bexar County, Texas.  
**First Reading** (B. James / L. Wood / E. Delgado)

### **Roll Call Vote Confirmation**

### **Closed Session**

8. City Council will convene in closed session pursuant to Section 551.071 of the Texas Government Code, to seek the advice of legal counsel on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act; to wit:
  - A. The terms and conditions of the franchise agreement between CPS Energy and the City
  - B. The Preliminary Investigative Report of a personnel investigation conducted by the City Attorney
9. City Council will convene in closed session pursuant to Section 551.074 of the Texas Government Code, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, or to hear a complaint or charge against an officer or employee; to wit:
  - A. Discussion, update and direction on the search for an appointment of a new city manager
  - B. City Secretary Brenda Dennis

## **Reconvene into Regular Session**

10. Take any action based on discussions held in Closed Session under Agenda Item 8A.
11. Take any action based on discussions held in Closed Session under Agenda Item 8B.
12. Take any action based on discussions held in Closed Session under Agenda Item 9A.
13. Take any action based on discussions held in Closed Session under Agenda Item 9B.

## **Roll Call Vote Confirmation**

## **Discussion and Action Items**

14. Consideration and/or action on the acceptance of City Secretary Brenda Dennis' retirement paperwork.

## **Roll Call Vote Confirmation**

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

15. **November 8, 2022, Notice of Election** - Bexar, Comal and Guadalupe Counties Early Voting and Election Day Vote Center Information. (B. Dennis/Mayor-Council)

## **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, SHEILA EDMONDSON, DEPUTY 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 7th DAY OF OCTOBER 2022 AT 6:30P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

SHEILA EDMONDSON

**I CERTIFY THAT THE ATTACHED NOTICE AND AGENDA OF ITEMS TO BE CONSIDERED BY THE CITY COUNCIL WAS REMOVED BY ME FROM THE OFFICIAL BULLETIN BOARD ON \_\_\_\_ DAY OF \_\_\_\_\_, 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 Board of Adjustments 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 Parks & Recreation Advisory Board Schertz Housing Authority Board Transportation Safety Advisory Commission TIRZ II Board	<b>Councilmember – Place 2 (VACANT)</b>
<b>Councilmember Whittaker – Place 3</b> Audit Committee Historical Preservation Committee Interview Committee for Boards and Commissions Library Advisory Board TIRZ II Board	<b>Councilmember Dahle – Place 4</b> Cibolo Valley Local Government Corporation Interview Committee for Boards and Commissions Planning & Zoning Commission TIRZ II Board
<b>Councilmember Heyward – Place 6</b> Animal Advisory Commission Audit Committee Building and Standards Commission Economic Development Corporation - Alternate Investment Advisory Committee Main Street Committee	<b>Councilmember Brown – Place 7</b> Economic Development Corporation Main Street Committee Schertz-Seguin Local Government Corporation - Alternate



**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** October 11, 2022  
**Department:** City Secretary  
**Subject:** Minutes – Consideration and/or action regarding the approval of the minutes of the Special Meeting of September 26, 2022, and the minutes of the Regular Meeting of September 27, 2022. (B. Dennis/S. Edmondson)

---

**BACKGROUND**

The City Council held a Special Meeting on September 26, 2022, and a Regular City Council meeting on September 27, 2022.

**RECOMMENDATION**

Recommend Approval.

---

**Attachments**

9-26-2022 Draft min  
09-27-2022 Minutes

---

# DRAFT

## MINUTES SPECIAL MEETING September 26, 2022

A Special Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on September 26, 2022, at 3:00 p.m. in the Hal Baldwin Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas. The following members present to-wit:

Present: Mayor Ralph Gutierrez; Mayor Pro-tem Allison Heyward; Councilmember Mark Davis; Councilmember Jill Whittaker; Councilmember Michael Dahle; Councilmember David Scagliola; Councilmember Tim Brown

City Staff: Human Resources & Purchasing Director Jessica Kurz; City Secretary Brenda Dennis

Attendees:

### **Call to Order**

Mayor Gutierrez called the meeting to order at 2:52 p.m., as a quorum was present.

### **Hearing of Residents**

No one spoke.

### **Closed Session**

Mayor Gutierrez read the following into record:

The City Council will meet in Closed Session in accordance with Section 551.074 of the Texas Government Code, Personnel Matters, to interview candidates and discuss issues related to the search for and appointment of a new City Manager.

Mayor Gutierrez recessed the regular meeting into closed session at 3:02 p.m.

### **Reconvene into Regular Session**

Mayor Gutierrez reconvened into regular session at 8:16 p.m.

No action was taken.

## **Adjournment**

Mayor Gutierrez adjourned the meeting at 8:16 p.m.

---

Ralph Gutierrez, Mayor

ATTEST:

---

Brenda Dennis, City Secretary

# DRAFT

## MINUTES REGULAR MEETING September 27, 2022

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on September 27, 2022, at 6:00 p.m. in the Hal Baldwin Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas. The following members present to-wit:

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

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

### **Call to Order**

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

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

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

### **Presentations**

- Proclamation: Domestic Violence Awareness Month October 2022

Mayor Gutierrez presented Ms. Hannah Klug, Community Engagement Specialist and Sexual Assault Advocate with the Guadalupe Valley Family Violence Shelter, with the Domestic Violence Awareness Month October 2022 Proclamation.

- Proclamation: Texas Chamber of Commerce Week-Oct.17th-21st, 2022

Mayor Gutierrez presented Natalia Brookens, Chamber Creative Content Admin. with the Texas Chamber of Commerce Week Proclamation.

- Proclamation: National Manufacturing Day 2022

Mayor Gutierrez presented Casey Moeller, SEDC Business Engagement Manager and David Dell, Quality Manager, Caterpillar, Inc. with the National Manufacturing Day

## **City Events and Announcements**

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

Mayor Gutierrez recognized Assistant to the City Manager Sarah Gonzalez who provided the following information.

### **Wednesday, September 28**

SCUC ISD Legislative Advocacy Luncheon

11:30 AM

SCUC ISD Board Road, Central Office, 1060 Elbel Road

### **Tuesday, October 4**

Fall Regional Career Fair

10:00 AM – 2:00 PM

Schertz Civic Center Ballroom

As companies work to hire new employees, this collaborative effort among New Braunfels, Seguin, and Schertz will give jobseekers and employers alike broader opportunities to connect and engage all in one place.

### **Tuesday, October 4**

National Night Out

6:00 PM – 8:00 PM

### **Wednesday, October 5-7**

TML Annual Conference

Henry B. Gonzalez Convention Center

### **Wednesday, October 5**

TML Regions 7, 10, and 12 Welcome Reception

5:00 PM – 7:00 PM

Hilton Palacio Del Rio, “The Pavilion Main”, 418 S. Alamo, San Antonio

### **Saturday, October 8**

Nature Discovery Series

10:00 AM -11:00 AM

Crescent Bend Nature Park

### **Dunkin’ for Pumpkins**

4:30 PM - 5:30 PM

Schertz Aquatics Center

### **Monday, October 10**

Columbus Day

City Offices Closed

## **Tuesday, October 11**

Next regular scheduled Council meeting

6:00 PM

Council Chambers

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

City Manager Dr. Mark Browne recognized Emergency Management Coordinator Summer Hall and thanked her and the City Staff for coordinating the "Get Prepped" Disaster Preparedness Event for the community. It was a successful event.

Announcements and recognitions by the Mayor (R. Gutierrez)

Mayor Gutierrez attended the Austin -San Antonio Growth Summit. The City of Schertz was featured as part of the Innovation Corridor.

### **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.***

Mayor Gutierrez recognized the following residents who wanted to speak about Item # 8 Ordinance No. 22-S-35- A request to rezone approximately 25 acres of land from Pre-Development District (PRE) to Planned Development District (PDD).

Mayor Pro-Tem Heyward recognized the following residents who ***do not*** want the City Council to approve Ordinance No. 22-S-35.

- Patricia Lawry-3405 Wimbledon Drive
- Carmen Rodriguez-5621 Fairway Drive
- Pedro Macias-3777 Pebble Beach
- Richard Leon-3671 Pebble Beach
- Jim Riedel-3433 Charleston Lane
- Donnie Grainger-5018 Brookhead
- Shirley Shepherd-3601 Mimosa Court
- Paul Kendzior-5713 Fairway Drive-His letter was read by Eric Kendzior
- Carol Davis-3337 Wimbledon Drive
- Deborah Gnuschke-3812 Pheasant
- Davod Gnuschke-3812 Pheasant
- Patrick McMaster-3604 Elm Court-spoke and cited several laws and added his objections concerning the proposed zoning change.
- Tim Stief-3774 Pebble Beach



- Jan Baldwin-3401 Columbia
- Fred Kunz-3833 Greenridge
- Bonnie Rudolph-3912 Cedar Court
- Julio Serrano-5128 Brookline
- Indelcio Ariza-3913 Cedar Court
- Eric Van DerVellen-3433 Cliffside Drive
- Maureen Maus-3434 Wimbledon Drive
- Richard Maus-3434 Wimbledon Drive, presented documents from City Staff, which included a brochure from the developer and some staff analysis information from a Planning and Zoning meeting,
- Linda Rausch-3509 Whisper Knoll
- Roy Jones, 3422 Wimbledon Drive
  
- Cedric Edwards-1016 Keanna Place announced he was running for Mayor in this year's election and asked City Council to listen to the residents tonight.

Mayor Gutierrez explained the option of speaking at the Hearing of Residents and at the Public Hearing Item #8.

## 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.

Mayor Gutierrez read Consent Agenda Items 1-3 for the record,  
Mayor Pro-Tem Heyward read Consent Agenda Items 4-6 for the record.

1. **Minutes** – Consideration and/or action regarding the approval of the minutes of the regular meeting of September 6th, 2022 and the regular meeting of September 13th, 2022. (B. Dennis)
  
2. **Resolution 22-R-108** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to sign an Interlocal Agreement for Fire Protection Services between Guadalupe County and the City of Schertz. (M. Browne/G. Rodgers/B. Boney)
  
3. **Resignations, Reappointments, and Appointments to various Boards, Commissions and Committees** - Consideration and/or action approving the Resignations, Reappointments and Appointments to the Economic Development Corporation, Building and Standards Commission, Parks and Recreation Advisory Board, Planning & Zoning Commission, Schertz Historical Preservation Committee and Transportation Safety Advisory Commission (B. Dennis/S. Edmondson/Mayor-Council)

4. **Resolution No. 22-R-100** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing EMS debt revenue adjustments, Utility Billing debt revenue adjustments and Schertz Magazine Debt Revenue Adjustments for certain inactive outstanding receivables and other matters in connection therewith. (M. Browne/J. Walters)
5. **Ordinance No. 22-T-39** - Consideration and/or action approving an ordinance by the City Council of the City of Schertz, Texas authorizing an adjustment to the Fiscal Year 2021-2022 Budget to adjust personnel budgets, repealing all ordinances or parts of ordinances in conflict with this ordinance and providing an effective date. ***Final Reading*** (M. Browne/J. Walters)
6. **Resolution No. 22-R-107** – Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing a Task Order Agreement with Halff Associates for a not to exceed amount of \$60,000 for the Schertz Parkway and Lookout Road Signalization Project. (B. James/J. Nowak)

Mayor Gutierrez asked if any items need to be removed for discussion, no items requested to be removed, so Mayor Gutierrez asked for a motion to approve Consent Agenda Items #1-6.

Moved by Mayor Pro-Tem Allison Heyward, seconded by Councilmember Mark Davis

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

Passed

## **Discussion and Action Items**

## **Public Hearings**

7. **Ordinance No. 22-S-36**- Conduct a public hearing and consideration and/or action on a request to rezone approximately 20 acres of land to Planned Development District (PDD), the properties, a portion of Parcel ID 67955, approximately 4.2 acres of land, generally located southeast of Archer Pass and Winkler Trail, a portion of Parcel ID 67955, approximately 4.5 acres of land, generally located 1,100 feet southeast of Archer Pass and Winkler Trail, and a portion of Parcel ID 112888, approximately 11 acres of land, generally located 2,900 feet southeast of the intersection of Homestead Parkway and Hartley Square, City of Schertz, Guadalupe County, Texas. ***First Reading*** (B. James / L. Wood / E. Delgado)

Mayor Gutierrez read the following into record:

**ORDINANCE NO. 22-S-36**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 20 ACRES OF LAND TO PLANNED DEVELOPMENT DISTRICT (PDD), A PORTION OF PARCEL IDENTIFICATION NUMBER 67955, APPROXIMATELY 4.2 ACRES, GENERALLY LOCATED SOUTHEAST OF ARCHER PASS AND WINKLER TRAIL, A PORTION OF PARCEL IDENTIFICATION NUMBER 67955, APPROXIMATELY 4.5 ACRES OF LAND, GENERALLY LOCATED 1,100 FEET SOUTHEAST OF ARCHER PASS AND WINKLER TRAIL, A PORTION OF PARCEL IDENTIFICATION NUMBER 112888, APPROXIMATELY 11 ACRES OF LAND, GENERALLY LOCATED 2,900 FEET SOUTHEAST OF THE INTERSECTION OF HOMESTEAD PARKWAY AND HARTLEY SQUARE, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS.**

Mayor Gutierrez recognized Assistant City Manager Brian James who presented a PowerPoint presentation on the 3 different parcels of land in this project that the developer wants to rezone from Townhome/Commercial to Townhome/Multi-family.

Five (5) public hearing notices were mailed to the surrounding property owners on August 12, 2022, with a public hearing notice published in the "San Antonio Express" on August 31, 2022, prior to the City Council public hearing.

Staff has received two (2) individual responses opposed, one (1) of which is within the 200-foot notification boundary.

If a proposed zoning change is protested in writing and signed by the owners of at least twenty percent (20%) of the area of the lots or land immediately adjoining the area covered by the proposed zoning change or zoning map amendment and extending 200 feet from that area, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths ( $\frac{3}{4}$ ) of all members of the City Council according to LGC, Local Government Code § 211.006(d).

The opposition responses received accounts for 39% of the property within 200-feet and triggers the  $\frac{3}{4}$  vote of the City Council. While staff notifies all property owners within 200 feet of a case, per the UDC, only those properties within the city are counted as part of the protest.

The Planning and Zoning Commission held a public hearing on August 24, 2022, where they made a recommendation to the City Council with a vote of 6-0 to approve the requested rezoning. Staff is recommending approval.

Mr. Matt Matthews who representing the Applicant: Malone/Wheeler, Inc./Behdad Zahrooni, provided a brief presentation on some of the changes the developer is requesting.

Mayor Gutierrez asked for a motion to approve Ordinance No. 22-S-36.

Moved by Mayor Pro-Tem Allison Heyward, seconded by Councilmember Michael Dahle

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

Passed

8. **Ordinance No. 22-S-35-** Conduct a public hearing and consideration and/or action on a request to rezone approximately 25 acres of land from Pre-Development District (PRE) to Planned Development District (PDD), generally located approximately 2,200 feet southeast of the intersection of Country Club Boulevard and IH-35 access road, also known as a portion Comal County Property Identification Number 377261 and Guadalupe County Property Identification Number 63833, City of Schertz, Comal County and Guadalupe County, Texas. *First Reading* (B. James / L. Wood / E. Delgado)

Mayor Gutierrez read the following into record:

**ORDINANCE NO. 22-S-35**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 25 ACRES OF LAND FROM PRE-DEVELOPMENT DISTRICT (PRE) TO PLANNED DEVELOPMENT DISTRICT (PDD), GENERALLY LOCATED 2,200 FEET SOUTHEAST OF THE INTERSECTION OF COUNTRY CLUB BOULEVARD AND IH35 ACCESS ROAD, ALSO KNOWN AS A PORTION OF COMAL COUNTY PROPERTY IDENTIFICATION NUMBER 377261 AND GUADALUPE COUNTY PROPERTY IDENTIFICATION NUMBER 63833, CITY OF SCHERTZ, TEXAS.**

Mayor Gutierrez recognized Assistant City Manager Brian James who provided a PowerPoint presentation on a request to rezone approximately 25 acres of land from Pre-Development District (PRE) to Planned Development District (PDD).

One hundred fifteen (115) public hearing notices were mailed to the surrounding property owners on August 12, 2022. At the time of this report staff has received three hundred and forty-six (346) individual responses opposed, one (1) in favor, and one (1) neutral to the proposed rezoning request. Of the 346 opposed responses, they account for 296 properties, 101 of which are within the 200-foot notification boundary.

If a proposed zoning change is protested in writing and signed by the owners of at least twenty percent (20%) of the area of the lots or land immediately adjoining the area covered by the proposed zoning change or zoning map amendment and extending 200 feet from that area, the proposed change must receive, in order to take

effect, the affirmative vote of at least three-fourths (¾) of all members of the City Council according to LGC, Local Government Code § 211.006(d). At the time of this staff report the total percentage of the protested parcel acreage is 35.69%, therefore, triggering the 3/4 vote of the City Council.

At the Planning and Zoning meeting on August 24, 2022, the Planning and Zoning Commission, rather than making a recommendation on the requested Planned Development District (PDD), made a recommendation to City Council to approve a zone change to Single-Family Residential (R-6) with a vote of 4-2, Commissioner Outlaw and Commissioner Hector with the nay votes. The Schertz UDC has not yet been amended to allow straight R-6 zoning, but it could be rezoned to a PDD with a base zoning district of R-6.

Mayor Gutierrez recognized Mr. Buck Benson, who represents the applicant for this project. They are developing 55 lots with 4-units per lot. Each lot could be owned by different owners. All 55 lots will belong to an HOA, with mandatory deed restrictions. This will be a gated community with over 7.7 acres of green space in this community. He addressed concerns about traffic, draining and parking. Mr. Benson stated options for different type of housing products are good the city.

Mayor Gutierrez opened the public hearing and asked that residents come forward and state their name and address for the record,

Residents who ***do not*** want the City Council to approve Ordinance No, 22-S-35 are:

- Mary Ellen Graham-3701 Hillside
- Richard Moss-3434 Wimbledon Drive
- Debbie Martinez-3788 Pebble Beach
- Athena Warner- 3717 Hunter's Glen
- Heather Jackson-3410 Wimbledon Drive
- Suzanne Knight-3741 Hunter's Glen
- Phil Jackson-3410-Wimbledon Drive
- David Chirp-4004 Oak Court
- Mary Silvaterra-3422 Wimbledon Drive
- John Towery-3825-Greenridge
- Sam Adkins-3505 Wimbledon Drive
- Bill Nakayama- 3226 Charleston Lane
- Karen Nakayama-3226 Charleston Lane
- Don Dindee-3141 Cameron River
- Ray Martin-5701 Whistling Straits
- Charles Burke-3737 Pebble Beach
- Gary Enslinger-3753 Hunter's Glen
- Richard Perry-3913 Pecan Court
- Carol Davis- 3337 Wimbledon Drive
- Markita Wright-3613 Elm Court
- Linda Ward-3801 Greenridge
- Wes Wright-3613 Elm Court
- Jeanette Crawlick-3309 Sherwood Drive

- Patricia Laurie-3405 Wimbledon Drive
- Dusty Vega-5720 Ping Way
- Barbara Mansfield Gonzalez-
- Laurie Linfer-3731 Columbia Drive
- Robin Straff -3624 Chesnut Court
- Christy Dindee-3149 Cameron River
- Robert Marks-1223 Buck Drive
- James Bechman-3632 Chesnut Court
- Lynette Dolan 3401 Columbia Drive
- Brenda Griffin-3800 Pheasant
- Robert Radcliffe-3724 Hunter's Glen
- Ann Ochoa -5701 Fairways Drive
- Carmen Rodriguez-5621 Fairways Drive
- Jan Baldwin-3401 Columbia
- Bill Edmondson-4909 Crestwood Drive
- Dana Giggy-3825 Overlook Drive
- Donald Schneider-3501 Wimbledon Drive
- Jennifer Fournier-5013 Castle Hills Drive
- Mary Ann Kraft-3509 Wimbledon Drive
- Gregory Seibel-3713 Hillside Drive
- Doug Young-3701 Hillside Drive
- Betsy Burg-4013 Cypress Court
- Dean Dawson-3325 Columbia Drive

Mayor Gutierrez closed the Public Hearing and recessed the meeting for a five-minute break

The meeting resumed, and Mayor Gutierrez thanked the citizens for their comments tonight.

Councilmember Mark Davis thanked the audience for coming out and expressing their opinion. He explained that the rezoning process worked exactly how it is. The challenge Council has is balancing the competing desires and needs, and no matter what they do they make somebody happy and somebody sad. The level of density that is proposed in the center of existing single-family homes has him concerned. Councilmember Davis believes the issue of density and traffic issues are a valid concern.

Councilmember David Scagliola explained that the developer brings their plans to the city and then the city must address the request. He thanked Assistant City Manager Brian James for his understanding of the planning and development process. He stated the citizens are the heart of the city and when the residents speak he will listen. Councilmember Scagliola watched the Planning and Zoning meeting where they voted on this issue, and he agrees this is definitely inappropriate development for this area.

Councilmember Tim Brown explained that the City has a Unified Development Code that we have to follow. He understands that this is a large population in a small area. He stated he believes in the rights of the property owners who have a right to

develop their land. It will be a tough decision.

Mayor Pro-Tem Allison Heyward stated that the residents who spoke, many of them focused on the topic of people who are moving into the area would affect the crime level. She was concerned that the discussion focused on all the negativity of what could happen if this development was built. Ms. Heyward believes that the residents who will buy or move in will be older residents, working families who would like their children in a good school district or young couples just starting off. With concerns of the home values going down, Ms. Heyward researched and found that the U.S. Census Bureau stated that working communities with multifamily dwellings have a higher property tax value than communities with single-family properties. She stated that it will be a very hard decision to make.

Councilmember Jill Whittaker thanked the community who came to the meeting to share their opinions. She reiterated that the residents were heard tonight. The Council listens carefully to those who want to share their opinions and cares as much for the community as they do. However, with the decision before Council tonight, it will be a hard decision to make. She wanted to address some of the concerns that were brought up about the school district being prepared for an increase of enrollments. The school district stated that they are prepared for the growth and has made plans to manage it. Traffic will always be a concern but with any growth, the traffic will increase. The concept of having rentals equals crime could be true if you are looking at an area that is all apartment living. Having rentals or apartments doesn't automatically equal crime. With this type of development where the owners invest in this community, they will want to keep their investment well maintained and not ignore it. Ms. Whittaker researched communities with this type of development and their market values, she found that the years prior to the development and the years after, it was a continual the appreciation of the property. She thanked the residents for coming in and sharing their opinions, and wants to do the best for the city.

Councilmember Michael Dahle stated he has been watching social media closely and attended the Planning and Zoning meeting. He shared some information on the improvements near Northcliffe area, cleaning up Cherry Tree, chip seal program on streets- a total cost of 1.9 million dollars and in the future Capital Improvement plans to replace all the water lines in the Northcliffe area and other projects. Councilmember Dahle stated this is the first step in the project of a rezoning case of a proposed project. We use zoning for transition.

Mr Buck Benson wanted to offer an amendment to the application. Mayor Gutierrez asked Assistant City Manager Brian James what should be put in the middle where you have neighborhoods on both the right and left side. Mayor Gutierrez asked for clarity if the City Council votes no, does the developer have to wait a year before he comes back or what is the situation with a no vote.

ACM Brian James explained that if Council votes no, the time limit for the applicant to resubmit the same plans is either six months or a year. Mr. James could not recall at the moment. The developer could come back with a different plan on the application and Staff would have to determine if it's the same application or a new

design. Mr James explained that if the density is too high, and if Council wanted it reduced, they would need to not approve the application. Council has the option to table the item and have the developer go back to the drawing board.

Mr. Buck Benson offered to drop the total units to 200 from 220. City Attorney Dan Santee stated with this modification of 200 units, this item would not have to be tabled.

Councilmember Scagliola made a motion to disapprove Ordinance 22-S-35. Second by Councilmember Davis.

Councilmember Scagliola-aye, Mayor Pro-Tem Heyward-nay, Councilmember Brown-nay, Councilmember Davis-aye, Councilmember Whittaker-nay, Councilmember Dahle-nay: Motion failed 2-4.

Attorney Santee explained that a motion need to approve Ordinance 22-S-35 would take a super majority 6-1. Mayor Gutierrez asked for a motion to approve Ordinance 22-S-35.

Councilmember Dahle made the motion, seconded by Councilmember Whittaker

AYE: Councilmember Dahle, Mayor Pro-Tem Heyward, Councilmember Brown and Councilmember Whittaker

NAY: Councilmember Davis, Councilmember Scagliola

Motion Failed : 4-2 No super majority.

ACM Brian James said if the two nay votes were inclined to possibly change their vote to an aye with modifications to the application, the application could still be passed. If not, then the application is denied

Councilmember Scagliola asked what other options does the developer have, since the majority of folks are not opposed to development. ACM James said the applicant can go back and do what they want to do, then come back with a different application. Councilmembers asked about other housing options for this project.

ACM Brian James stated that he would suggest that the developers and about six residents representing their community discuss what compromise they can come up with. Councilmember Scagliola and Mayor Pro-Tem Heyward offered to sit on the panel.

## **Roll Call Vote Confirmation**

Mayor Gutierrez recognized City Secretary Brenda Dennis who provided roll call confirmation for Consent Agenda Items #1-6 and Agenda Items # 7-8.

## **Closed Session**

Mayor Gutierrez read the following closed session items into record.



9. The City Council will convene in closed session pursuant to Government Code Section 551.074 to deliberate the appointment of a Municipal Court Prosecutor.
10. The City Council will meet in Closed Session in accordance with Section 551.074 of the Texas Government Code, Personnel Matters, to discuss the direction on an appointment of a new City Manager.

Mayor Gutierrez recessed the meeting into Closed Session at 11:06 p.m.

### **Reconvene into Regular Session**

Mayor Gutierrez reconvened back into regular session at 12:01 a.m.

11. Take any action based on discussions held in Closed Session under Agenda Item 9.

Mayor Gutierrez asked Mayor Pro-Tem Heyward for a motion. Mayor Pro-Tem Heyward made a motion to accept Rampage Law as our Municipal Prosecutor. Seconded by Councilmember Dahle.

Moved by Mayor Pro-Tem Allison Heyward, seconded by Councilmember Michael Dahle

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

Passed

12. Take any action based on discussions held in Closed Session under Agenda Item 10.

No action at this time.

### **Roll Call Vote Confirmation**

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

13. **Monthly Update on Major Projects in progress/CIP. (B. James/K. Woodlee)**

### **Requests and Announcements**

- Announcements by the City Manager.

None at this time.

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

None at this time.

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

None at this time.

- Announcements by Mayor and Councilmembers

Mayor Pro-Tem Heyward attended a ribbon cutting ceremony for Guadalupe Valley Habitat for Humanity, TML Region 7 Meeting, Get Prepped Event.

Councilmember Whittaker attended the ribbon cutting ceremony for Guadalupe Valley Habitat for Humanity, Get Prepped Event and Chamber Luncheon.

Councilmember Dahle attended the Chamber Luncheon and Get Prepped Event.

Councilmember Brown attended the Chamber Luncheon.

## **Adjournment**

Mayor Gutierrez adjourned the meeting at 12:04 a.m.

---

Ralph Gutierrez, Mayor

ATTEST:

---

Sheila Edmondson, Deputy City Secretary

## CITY COUNCIL MEMORANDUM

**City Council Meeting:** October 11, 2022

**Department:** Planning & Community Development

**Subject:** Ordinance No. 22-S-36- Consideration and/or action on a request to rezone approximately 20 acres of land to Planned Development District (PDD), the properties, a portion of Parcel ID 67955, approximately 4.2 acres of land, generally located southeast of Archer Pass and Winkler Trail, a portion of Parcel ID 67955, approximately 4.5 acres of land, generally located 1,100 feet southeast of Archer Pass and Winkler Trail, and a portion of Parcel ID 112888, approximately 11 acres of land, generally located 2,900 feet southeast of the intersection of Homestead Parkway and Hartley Square, City of Schertz, Guadalupe County, Texas. *Final Reading* (B. James / L. Wood / E. Delgado)

---

### BACKGROUND

Owner: ILF N-T Owner, LP

Applicant: Malone/Wheeler, Inc./Behdad Zahrooni

The NorTex Farms PDD was approved by City Council on June 17, 2014. Then most recently on January 24, 2017, the City Council approved a PDD Amendment to modify the standards for the signage and to formally change the name of the PDD from "NorTex Farms" to "Homestead". The applicant has requested an amendment to the existing Homestead Subdivision PDD for Unit 7B, Unit 13, and 18 to allow Townhome / Multifamily.

Five public hearing notices were mailed to the surrounding property owners on August 12th, 2022, with a public hearing notice published in the "San Antonio Express", on August 31, 2022, prior to the City Council public hearing. At the time of this report staff has received two (2) responses opposed to this rezoning requesting, one of which is from an owner of property in the notice area.

If a proposed zoning change is protested in writing and signed by the owners of at least twenty percent (20%) of the area of the lots or land immediately adjoining the area covered by the proposed zoning change or zoning map amendment and extending 200 feet from that area, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths ( $\frac{3}{4}$ ) of all members of the City Council according to LGC, Local Government Code § 211.006(d). The opposition responses received accounts for 39% of the property within 200-feet and triggers the  $\frac{3}{4}$  vote of the City Council. While staff notifies all property owner within 200 feet of a case, per the UDC, only thoes properties within the city are counted as part of the protest.

City Council approved this at their meeting on September 27, 2022.

### GOAL

The goal is to rezone approximately 20 acres of land to Planned Development District (PDD).

### 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 proposing to rezone approximately 20 acres of land. The properties, a portion of Parcel ID 67955, approximately 4.2 acres of land, generally located southeast of Archer Pass and Winkler Trail, a portion of Parcel ID 67955, approximately 4.5 acres of land, generally located 1,100 feet southeast of Archer Pass and Winkler Trail, and a portion of Parcel ID 112888, approximately 11 acres of land, generally located 2,900 feet southeast of the intersection of Homestead Parkway and Hartley Square.

The three units that are involved in the PDD Amendment are Unit 7B, 13 and 18 all of which were perviously zoned as part of the Homestead PDD. Previously, Unit 7B and Unit 13 were designated to be the Townhome land use and Unit 18 was designated to be Commercial. In this proposed PDD Amendment the applicant has requested that all three units have the land use of Townhome/Multi-Family.

The Comprehensive Land Use Plan (CLUP), through the Future Land Use Plan and the Northern Schertz Sector Plan, designates the subject properties with the land use designation of Single-Family Residential.

- Comprehensive Plan Goals and Objectives: The land use designation of Single-Family Residential is intended to utilize a traditional neighborhood design that includes a mixture of residential uses, as well as limited commercial development to support the daily activities of the development.
- Impact of Infrastructure: The Homestead Subdivision has several units surrounding Unit 7B, Unit 13, and Unit 18 that are under construction and building the public infrastructure. With these three units they would be tying into the stub outs being provided by the other Units. The properties will be serviced with water and sewer through 8-inch lines.
- Impact of Public Facilities/Services: The proposed rezoning would have minimal impact to the public services, such as schools, fire, police, and parks.
- Compatibility with Existing and Potential Adjacent Land Uses: The majority of the adjacent properties to the subject tracts are the existing Homestead Subdivision, which is zoned Planned Development District. There is also a parcel, south of Unit 7B, designated as General Business (GB) that is currently undeveloped. Then to the south of Unit 13 is the City of Cibolo, which will be the continuation of the Homestead Subdivision. Overall the proposed rezoning to Planned Development District (PDD) is compatible with the existing and potential adjacent land uses.

#### **FISCAL IMPACT**

None.

#### **RECOMMENDATION**

The subject properties have the land use designation under the Schertz Sector Plan for Northern Schertz as Single-Family Residential. The Single-Family Residential land use designation encourages the mixture of various residential types as well as maintaining the walkable neighborhood feel, as well as allowing limited commercial to support the adjacent properties. The proposed rezoning of these three Units, 7B, 13, and 18 to Planned Development District with a proposed land use designation of Townhome/Multi-Family does conform to the Comprehensive Land Use Plan designation as it provides a mixture of housing type to the area. The rezoning of these three units will adhere to the Amendment of the Homestead Subdivision Planned Development District, which is designated entirely for the Townhome/Multi-Family land use.

The Planning and Zoning Commission held a public hearing on August 24, 2022, where they made a recommendation to the City Council with a vote of 6-0 to approve the requested rezoning.

City Council approved this at their meeting of September 27, 2022. Staff recommends approval of final reading.

---

---

### **Attachments**

Ordinance No. 22-S-36

Exhibit A: Metes and Bounds

Exhibit B: PDD Design Standards

Exhibit C: Conceptual Site Plan

Aerial Map

Public Hearing Notice Map

Zoning Exhibits

Master Development Plan

Public Hearing Notice Responses

Protest Map

---

---

## **ORDINANCE NO. 22-S-36**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 20 ACRES OF LAND TO PLANNED DEVELOPMENT DISTRICT (PDD), A PORTION OF PARCEL IDENTIFICATION NUMBER 67955, APPROXIMATELY 4.2 ACRES, GENERALLY LOCATED SOUTHEAST OF ARCHER PASS AND WINKLER TRAIL, A PORTION OF PARCEL IDENTIFICATION NUMBER 67955, APPROXIMATELY 4.5 ACRES OF LAND, GENERALLY LOCATED 1,100 FEET SOUTHEAST OF ARCHER PASS AND WINKLER TRAIL, A PORTION OF PARCEL IDENTIFICATION NUMBER 112888, APPROXIMATELY 11 ACRES OF LAND, GENERALLY LOCATED 2,900 FEET SOUTHEAST OF THE INTERSECTION OF HOMESTEAD PARKWAY AND HARTLEY SQUARE, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS.**

**WHEREAS**, an application to rezone approximately 20 acres of land to Planned Development District (PDD), the properties, a portion of Parcel ID 67955, approximately 4.2 acres of land, generally located southeast of Archer Pass and Winkler Trail, a portion of Parcel ID 67955, approximately 4.5 acres of land, generally located 1,100 feet southeast of Archer Pass and Winkler Trail, and a portion of Parcel ID 112888, approximately 11 acres of land, generally located 2,900 feet southeast of the intersection of Homestead Parkway and Hartley Square, City of Schertz, Guadalupe County, Texas., and more specifically described in the Exhibit A attached herein (herein, the “Property”) has been filed with the City; and

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

**WHEREAS**, on August 24, 2022, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve the requested rezoning; and

**WHEREAS**, on September 27, 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 zoning be approved as provided for herein.

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

Section 1. The Property as shown and more particularly described in the attached Exhibit A, is hereby zoned Planned Development District (PDD).

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

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

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

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

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

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

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

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

Approved on first reading the 27<sup>th</sup> day of September 2022.

PASSED, APPROVED AND ADOPTED on final reading the 11<sup>h</sup> day of October 2022.

---

Ralph Gutierrez, Mayor

ATTEST:

---

Brenda Dennis, City Secretary  
(SEAL OF THE CITY)





**DESCRIPTION OF A 4.12 ACRE TRACT, PREPARED BY DELTA SURVEY GROUP INC., IN FEBRUARY 2022, LOCATED IN THE PEDRO SAN MIGUEL SURVEY NUMBER 256, ABSTRACT NUMBER 227, GUADALUPE COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 522.18 ACRE TRACT CONVEYED TO ILF N-T OWNER, LP., AND DESCRIBED IN DOCUMENT NUMBER 2014022581, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS, SAID 4.12 ACRE TRACT, AS SHOWN ON ACCOMPANYING SKETCH BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a ½ inch iron rod with KFW cap found for a northwest corner of a tract of land conveyed to Schwab Credit Trust described in Volume 1413, Page 497, Official Public Records, Guadalupe County, Texas, same being an east corner of said remainder of 522.18 acres tract for the **POINT OF BEGINNING**;

**THENCE** leaving said common line and crossing said 522.18 acre tract the following six (6) courses and distances:

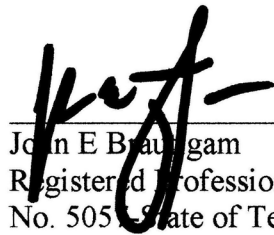
1. N30°32'20"W a distance of 122.46 feet to a calculated point;
2. N49°17'46"E a distance of 237.25 feet to a calculated point;
3. with the arc of a curve to the left a distance of 264.36 feet, through a central angle of 14°51'26", having a radius of 1019.48 feet, and whose chord bears N41°55'45"E, a distance of 263.62 feet to a calculated point;
4. N34°32'26"E a distance of 221.56 feet to a calculated point;
5. with the arc of a curve to the right a distance of 36.46 feet, through a central angle of 83°33'20", having a radius of 25.00 feet, and whose chord bears N76°19'07"E, a distance of 33.31 feet to a calculated point, and
6. with the arc of a curve to the right a distance of 360.59 feet, through a central angle of 14°10'48", having a radius of 1457.00 feet, and whose chord bears S54°48'49"E, a distance of 359.67 feet to a calculated point in the north line of the said Schwab Tract, same being a south line of said 522.18 acre tract;

**THENCE** with the north line of said Schwab tract, same being a south line of said 522.18 acre tract S59°29'22"W a distance of 865.58 feet; to the **POINT OF BEGINNING** and containing 4.12 acres of land, more or less.

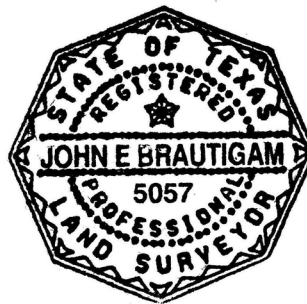
**BEARING BASIS:** Texas State Plane Coordinate System, South Central Zone, NAD83/CORS

2-18-22

Date



John E Brautigam  
Registered Professional Land Surveyor  
No. 5057 State of Texas



Delta Survey Group, Inc.  
8213 Brodie Lane, Suite 102  
Austin, Texas 78745  
WWW.DELTASURVEYGROUP.COM  
**TBPLS Firm No. 10004700**

0' 300' 600' 900'



GRAPHIC SCALE  
1" = 300'

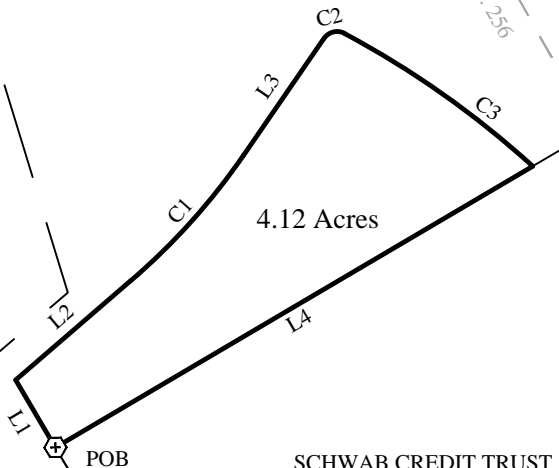
P. SAN MIGUEL SURVEY NO. 256  
ABSTRACT 227,  
GUADALUPE COUNTY, TEXAS  
FEBRUARY 2022  
3 OF 3

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	1019.48'	264.36'	263.62'	N41°55'45"E	14°51'26"
C2	25.00'	36.46'	33.31'	N76°19'07"E	83°33'20"
C3	1457.00'	360.59'	359.67'	S54°48'49"E	14°10'48"

REMAINDER OF  
522.18 ACRES  
ILF N-T OWNER, LP  
DOC. NO. 2014022581  
O.P.R.G.C.TX.

HOMESTEAD  
UNIT 1A  
LOT 902, BLK 9  
DOC. #2017000454  
O.P.R.G.C.TX.

REMAINDER OF  
522.18 ACRES  
ILF N-T OWNER, LP  
DOC. NO. 2014022581  
O.P.R.G.C.TX.



N59°29'22"E  
143.20'

SCHWAB CREDIT TRUST  
DESCRIBED IN  
VOL. 1413, PG. 497  
O.P.R.G.C.TX.

LINE	BEARING	DISTANCE
L1	N30°32'20"W	122.46'
L2	N49°17'46"E	237.25'
L3	N34°32'26"E	221.56'
L4	S59°29'22"W	865.58'

**LEGEND**

⊕ 1/2" IRON ROD WITH "KFW" CAP FOUND  
POB POINT OF BEGINNING  
O.P.R.G.C.TX OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS

\*SKETCH TO ACCOMPANY FIELD NOTES\*

**Delta Survey Group Inc.**

8213 Brodie Lane Ste. 102 Austin, TX 78745  
office: (512) 282-5200 fax: (512) 282-5230  
WWW.DELTASURVEYGROUP.COM  
TBPLS FIRM No. 10004700

QUAD NEW BRAUNFELS WEST  
PROJECT HOMESTEAD  
DWG. UNIT7B

POINTS ARE CALCULATED UNLESS OTHERWISE NOTED  
BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM,  
SOUTH CENTRAL ZONE, NAD83/CORS

**DESCRIPTION OF A 11.04 ACRE TRACT, PREPARED BY DELTA SURVEY GROUP INC., IN FEBRUARY 2022, LOCATED IN THE PEDRO SAN MIGUEL SURVEY NUMBER 256, ABSTRACT NUMBER 227, GUADALUPE COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 522.18 ACRE TRACT CONVEYED TO ILF N-T OWNER, LP., AND DESCRIBED IN DOCUMENT NUMBER 2014022581, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS, SAID 11.04 ACRE TRACT, AS SHOWN ON ACCOMPANYING SKETCH BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a magnail found for a southwest corner of a tract of land conveyed to Schwab Credit Trust described in Volume 1413, Page 497, Official Public Records, Guadalupe County, Texas, same being an east corner of said remainder of 522.18 acres tract for the **POINT OF BEGINNING**;

**THENCE** with the south line of said Schwab tract, same being the north line of said 522.18 acre tract the following two (2) courses and distances:

1. N59°22'11"E a distance of 85.66 feet to a ½ iron rod with HMT cap found, and
2. N59°18'57"E a distance of 921.83 feet to a ½ inch iron rod found for a northeast corner of said 522.18 acre tract, same being a southeast corner of said Schwab tract and being in the west right of way (ROW) line of Green Valley Road;

**THENCE** with the east line of said 522.18 acre tract and the west ROW line of said Green Valley Rd. the following two (2) courses and distances:

1. S85°35'15"E a distance of 39.97 feet to a ½ iron rod with KWA cap found; and
2. S29°48'51"E a distance of 175.94 feet to a calculated point;

**THENCE** leaving said common line and crossing the said 522.18 acre tract the following fifteen (15) courses and distances:

1. S60°11'00"W a distance of 60.66 feet to a calculated point;
2. with the arc of a curve to the left a distance of 349.10 feet, through a central angle of 23°23'39", having a radius of 855.00 feet, and whose chord bears S48°29'11"W, a distance of 346.68 feet to a calculated point
3. S36°47'21"W a distance of 214.13 feet to a calculated point;
4. S36°47'21"W a distance of 63.08 feet to a calculated point;
5. with the arc of a curve to the right a distance of 135.49 feet, through a central angle of 14°14'39", having a radius of 545.00 feet, and whose chord bears S43°54'41"W, a distance of 135.14 feet to a calculated point
6. S51°02'00"W a distance of 349.84 feet to a calculated point
7. with the arc of a curve to the left a distance of 242.78 feet, through a central angle of 21°13'25", having a radius of 655.41 feet, and whose chord bears S40°24'45"W, a distance of 241.39 feet to a calculated point
8. N58°06'15"W a distance of 137.50 feet to a calculated point;

9. N02°17'06"W a distance of 295.61 feet to a calculated point;
10. N23°02'02"E a distance of 276.77 feet to a calculated point;
11. N30°35'23"W a distance of 339.58 feet to a calculated point;
12. N15°42'18"W a distance of 187.44 feet to a calculated point;
13. N79°57'53"W a distance of 13.79 feet to a calculated point;
14. N10°02'07"E a distance of 92.46 feet to a calculated point, and
15. N59°28'58"E a distance of 13.35 feet to a calculated point in an east line of said 522.18 acre tract, same being an west line of said Schwab tract;

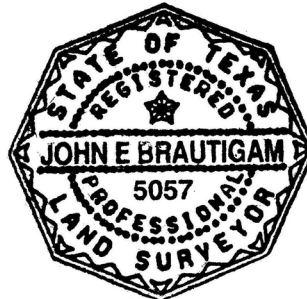
**THENCE** with the said common lines of the 522.18 acre tract and said Schwab tract the following three (3) courses and distances:

1. S30°32'20"E a distance of 260.91 feet to a nail found;
2. S59°49'18"W a distance of 86.88 feet to a ½ inch iron rod found, and;
3. S30°36'02"E a distance of 351.51 feet to the **POINT OF BEGINNING** and containing 11.04 acres of land, more or less.

**BEARING BASIS:** Texas State Plane Coordinate System, South Central Zone, NAD83/CORS

2-10-22  
Date

  
\_\_\_\_\_  
John E Brautigam  
Registered Professional Land Surveyor  
No. 5057 State of Texas



Delta Survey Group, Inc.  
8213 Brodie Lane, Suite 102  
Austin, Texas 78745  
[WWW.DELTASURVEYGROUP.COM](http://WWW.DELTASURVEYGROUP.COM)  
**TBPLS Firm No. 10004700**

0' 300' 600' 900'



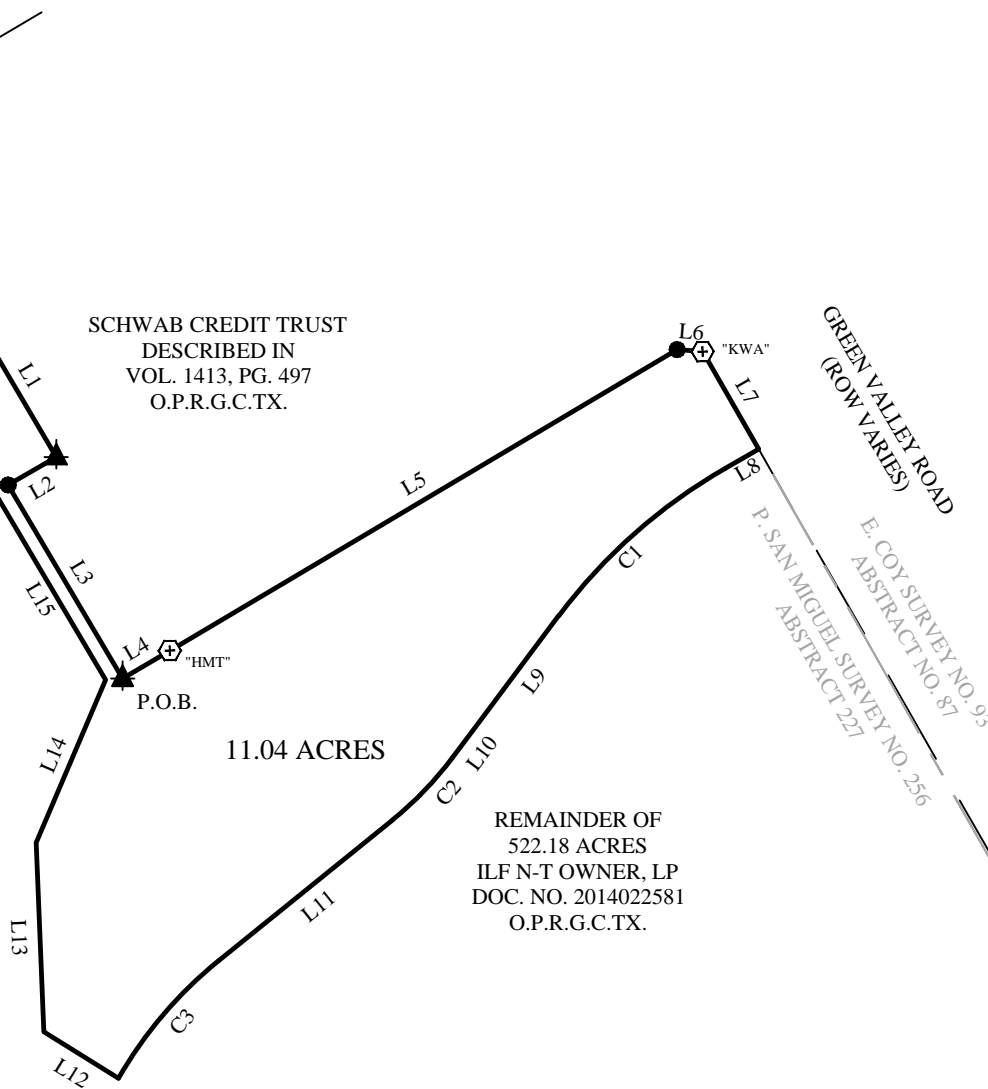
GRAPHIC SCALE  
1" = 300'

P. SAN MIGUEL SURVEY NO. 256  
ABSTRACT 227,  
GUADALUPE COUNTY, TEXAS  
FEBRUARY 2022  
3 OF 3

REMAINDER OF  
522.18 ACRES  
ILF N-T OWNER, LP  
DOC. NO. 2014022581  
O.P.R.G.C.TX.

LINE	BEARING	DISTANCE
L1	S30°32'20"E	260.91'
L2	S59°49'18"W	86.88'
L3	S30°36'02"E	351.51'
L4	N59°22'11"E	85.66'
L5	N59°18'57"E	921.83'
L6	S85°35'15"E	39.97'
L7	S29°48'51"E	175.94'
L8	S60°11'00"W	60.66'
L9	S36°47'21"W	214.13'
L10	S36°47'21"W	63.08'
L11	S51°02'00"W	349.84'
L12	N58°06'15"W	137.50'
L13	N02°17'06"W	295.61'
L14	N23°02'02"E	276.77'
L15	N30°35'23"W	339.58'
L16	N15°42'18"W	187.44'
L17	N79°57'53"W	13.79'
L18	N10°02'07"E	92.46'
L19	N59°28'58"E	13.35'

SCHWAB CREDIT TRUST  
DESCRIBED IN  
VOL. 1413, PG. 497  
O.P.R.G.C.TX.



REMAINDER OF  
522.18 ACRES  
ILF N-T OWNER, LP  
DOC. NO. 2014022581  
O.P.R.G.C.TX.

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	855.00'	349.10'	346.68'	S48°29'11"W	23°23'39"
C2	545.00'	135.49'	135.14'	S43°54'41"W	14°14'39"
C3	655.41'	242.78'	241.39'	S40°24'45"W	21°13'25"

**LEGEND**

- 1/2" IRON ROD WITH "KFW" CAP FOUND UNLESS NOTED
- 1/2" IRON ROD FOUND
- 1/2" IRON ROD WITH "DELTA SURVEY" CAP SET
- NAIL FOUND
- 3" DIAMETER METAL FENCEPOST FOUND
- O.P.R.G.C.TX OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS

\*SKETCH TO ACCOMPANY FIELD NOTES\*

**Delta Survey Group Inc.**

8213 Brodie Lane Ste. 102 Austin, TX 78745  
office: (512) 282-5200 fax: (512) 282-5230  
WWW.DELTASURVEYGROUP.COM  
TBPLS FIRM No. 10004700

QUAD NEW BRAUNFELS WEST  
PROJECT HOMESTEAD  
DWG. UNIT 13 11.04 AC

POINTS ARE CALCULATED UNLESS OTHERWISE NOTED  
BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM,  
SOUTH CENTRAL ZONE, NAD83/CORS

**DESCRIPTION OF A 4.47 ACRE TRACT, PREPARED BY DELTA SURVEY GROUP INC., IN FEBRUARY 2022, LOCATED IN THE PEDRO SAN MIGUEL SURVEY NUMBER 256, ABSTRACT NUMBER 227, GUADALUPE COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 522.18 ACRE TRACT CONVEYED TO ILF N-T OWNER, LP., AND DESCRIBED IN DOCUMENT NUMBER 2014022581, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS, SAID 4.47 ACRE TRACT, AS SHOWN ON ACCOMPANYING SKETCH BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a ½ inch iron rod with KFW cap found for a southeast corner of Lot 902, Block 9, Homestead Unit 1A, a subdivision of record in Document Number 2017000454, Official Public Records, Guadalupe County, Texas, same being an interior corner of said remainder of 522.18 acres tract for the **POINT OF BEGINNING**;

**THENCE** with the east line of said Lot 902, same being a west line of said 522.18 acre tract N16°57'08"W a distance of 842.25 feet to a calculated point for the northeast corner of said Lot 902;

**THENCE** leaving said common line and crossing said 522.18 acre tract the following six (6) courses and distances:

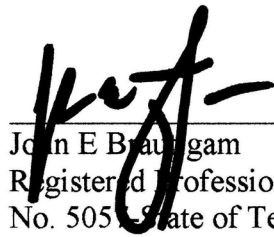
1. with the arc of a curve to the left a distance of 405.73 feet, through a central angle of 20°25'33", having a radius of 1138.09 feet, and whose chord bears S54°34'23"E, a distance of 403.58 feet to a calculated point;
2. S64°45'50"E a distance of 284.59 feet to a calculated point;
3. with the arc of a curve to the right a distance of 43.33 feet, through a central angle of 99°18'16", having a radius of 25.00 feet, and whose chord bears S15°06'42"E, a distance of 38.11 feet to a calculated point;
4. S34°32'26"W a distance of 206.98 feet to a calculated point;
5. with the arc of a curve to the right a distance of 251.46 feet, through a central angle of 14°46'37", having a radius of 975.00 feet, and whose chord bears S41°55'45"W, a distance of 250.76 feet to a calculated point, and

6. S49°17'46"W a distance of 86.69 feet to the **POINT OF BEGINNING** and containing 4.47 acres of land, more or less.

**BEARING BASIS:** Texas State Plane Coordinate System, South Central Zone, NAD83/CORS

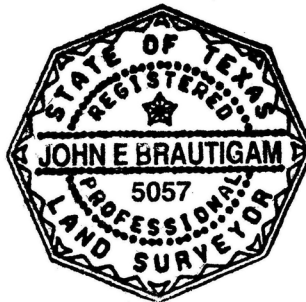
2-18-22

Date

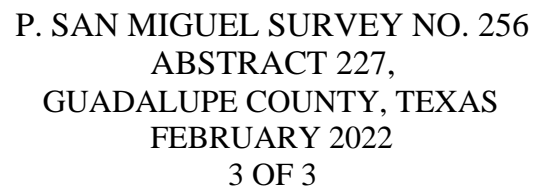


John E Brautigam  
Registered Professional Land Surveyor  
No. 5057 State of Texas

Delta Survey Group, Inc.  
8213 Brodie Lane, Suite 102  
Austin, Texas 78745  
WWW.DELTASURVEYGROUP.COM  
**TBPLS Firm No. 10004700**







GRAPHIC SCALE  
1" = 300'



REMAINDER OF  
522.18 ACRES  
ILF N-T OWNER, LP  
DOC. NO. 2014022581  
O.P.R.G.C.TX.

4.47 ACRES

HOMESTEAD  
UNIT 1A  
LOT 902, BLK 9  
DOC. #2017000454  
O.P.R.G.C.TX.

SCHWAB CREDIT TRUST  
DESCRIBED IN  
VOL. 1413, PG. 497  
O.P.R.G.C.TX.

REMAINDER OF  
522.18 ACRES  
ILF N-T OWNER, LP  
DOC. NO. 2014022581  
O.P.R.G.C.TX.

LINE	BEARING	DISTANCE
L1	N16°57'08"W	842.25'
L2	S64°45'50"E	284.59'
L3	S34°32'26"W	206.98'
L4	S49°17'46"W	86.69'

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	1138.09'	405.73'	403.58'	S54°34'23"E	20°25'33"
C2	25.00'	43.33'	38.11'	S15°06'42"E	99°18'16"
C3	975.00'	251.46'	250.76'	S41°55'45"W	14°46'37"

## LEGEND

	1/2" IRON ROD WITH "KFW" CAP FOUND UNLESS NOTED
POB	POINT OF BEGINNING
O.P.R.G.C.TX	OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS

\*SKETCH TO ACCOMPANY FIELD NOTES\*

Delta Survey Group Inc.

8213 Brodie Lane Ste. 102 Austin, TX 78745  
office: (512) 282-5200 fax: (512) 282-5230  
WWW.DELTASURVEYGROUP.COM  
TBPLS FIRM No. 10004700

QUAD NEW BRAUNFELS WEST

PROJECT HOMESTEAD

DWG. UNIT 18 4.47 AC

POINTS ARE CALCULATED UNLESS OTHERWISE NOTED  
BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM,  
SOUTH CENTRAL ZONE, NAD83/CORS

## Table of Contents

<b>I. General .....</b>	<b>1</b>
A. Introduction.....	1
B. Purpose and Intent .....	1
C. The Property.....	2

### **AFFECTED UDC ARTICLES**

<b>II. Zoning Districts (Article 5) .....</b>	<b>2</b>
D. Townhome District per the PDD .....	3
E. Dimensional and Development Standards (Section 21.5.7).....	4
<b>III. Special Uses (Article 8) .....</b>	<b>6</b>
A. Home Owners Association (Section 21.8.1c).....	6
B. Architectural Review Committee.....	6
<b>IV. Site Design Standards (Article 9).....</b>	<b>7</b>
A. Lots (Section 21.9.3).....	7
C. General Landscaping (Section 21.9.7).....	8
D. Fencing and Screening (Section 21.9.8) .....	8
<b>V. Signs (Article 11) .....</b>	<b>8</b>
A. Subdivision Entry Signs (Section 21.11.15) .....	8
<b>VIII. Amendments to the Planned Development District (PDD) .....</b>	<b>9</b>

## **APPENDIX**

Exhibit "A" - Planned Development District Master Plan

Exhibit "B" - Metes and Bounds

# Homestead

## A Planned Development District Schertz, Texas

---

### **I. General**

#### **A. Introduction**

This is an amendment creating a Townhome/Multi-family District within the Homestead Planned Development District.

Understanding that there would be circumstances in which a development might not be able to adhere to the strict regulations and design standards set forth in the UDC, established Article 5, Section 21.5.10, a Planned Development District (PDD), as an alternative approach to conventional land development.

The City of Schertz Unified Development Code (Ordinance 11-S-15) as amended will govern development of the property, except for the following statements.

Development within the subject property is subject to general development plan review and approval by the City Council. Such general development plan review is to ensure conformance with the guidelines required herein and the goals and objectives of the City of Schertz Comprehensive Plan.

The PDD was originally created under Ordinance No. 14-S-29, approved on June 10, 2014, created the Nor-Tex Farms PDD.

The Amended and Restated PDD was approved under Ordinance No. 17-S-02, approved on January 14, 2017, amended and restated the Nor-Tex Farms PDD, renaming it Homestead and amended Signs (Article 11).

#### **B. Purpose and Intent**

The purpose of PDD regulations is to encourage and promote more creative, innovative, and imaginative land development than would not be possible under the regulations found in a typical zoning district. The intent is to allow substantial flexibility in planning, design and development standards in exchange for greater land values and amenities, such as enhanced parkland and open space, preservation of natural resources, pedestrian friendly environment, and deviation

from the typical traffic patterns. It is this intrinsic flexibility, in the form of relief from the normal zoning ordinances, design standards, land use densities, and subdivision regulations, that allows for the definition of uses, densities and standards that will permit the alternative planning associated with a PDD and this development known as “**Homestead**”.

An example of this alternative planning concept is the Townhome/ Multi-Family District found in Units 7B, 13 and 18. The PDD Master Development Plan, which is shown as exhibit “A”.

This amendment to the PDD creates a new land use that introduces an alternative to traditional detached single-family units, providing a low maintenance lifestyle option, allowing Homestead to serve a broader market segment at a different price point.

### **C. The Property**

The attached metes and bounds (Exhibit “B”) of the three (3) parcels place all properties within the corporate limits of the City of Schertz, and Guadalupe County. The entire Townhome/ Multi- Family District is comprised of 18.62 acres, 211 Dwelling Units (DU) and an overall density of 11.33 DU/Ac.

## **AFFECTED UDC ARTICLES**

### **II. Zoning Districts (Article 5)**

There are circumstances, due to property constraints or external factors, which do not always support the notion that one size fits all especially in applying zoning subdivision codes as such relates to property development.

As a planned development, the attached PDD Master Development Plan (Exhibit “A”) as well as this document defines the types of uses for this proposed PDD. The plan delineates land uses that are both commercial and residential in character as well as shows public spaces, parks, and open space. This document requests that those Articles and Sections affected by the zoning change be amended or modified and granted by ordinance. The following districts would be defined or modified as:

## **D. Townhome/Multi-Family Residential District per the PDD**

Townhome/Multi-Family Residential Districts are specific to the Homestead project. This new District shall not exceed the maximum density limits of 12 DU/AC outlined in the existing Townhome District (TH) as stated in the Schertz UDC. This District meets all existing UDC requirements related to parking.

Under this amendment, Unit 7B will consist of 4.12 acres with approximately 39 dwelling units (9.5 DU/Ac.). Unit 18 is 4.47 acres with approximately 52 dwelling units (11.6 DU/Ac.). Unit 13 is 10.03 acres with approximately 120 Units (12.0 DU/Ac.).

Building Setbacks for the Townhome/ Multi-Family Units that front Schwab Road (Unit 7B & 18) will have a minimum front setback of twenty-five (25) feet.

<b>Table One- Units &amp; Land Use</b>	
<b>Unit</b>	<b>Land Use</b>
7B	TOWNHOME /MULTI-FAMILY
13	TOWNHOME/MULTI-FAMILY
18	TOWNHOME /MULTI-FAMILY

## **E. Dimensional and Developmental Standards (Section 21.5.7)**

The applicable dimensional and development standards for the land use districts are shown in Table Two and reflect those changes proposed by this PDD development.

### **1. Additional Standards**

Lots developed under this PDD for residential purposes will comply with the minimum requirements established in Table Two.

Townhome/MF units will be constructed in a series of attached 2-plex, 3-plex, 4-plex, 5-plex and 6-plex building configurations.

All buildings in Units 7B, 13 and 18 will have automatic fire sprinkler systems. Additionally, each Unit shall have no fewer than one (1) approved Secondary Fire Access Road.

Table Two – Dimensional Requirements

Table Two – Dimensional Requirements											
		Min. Lot Size			Min. Yard Setback			Min. Off-Street Parking Spaces	Misc. Requirements		
Code	Classification	Area sf	Width ft.	Depth ft.	Front ft.	Side ft.	Rear ft.	Parking	Max. Height	Max. Cover	Keys
TH/MF	Townhome/Multi-Family	10,000	100	100	25	10	10	2	35	N/A	a.
a. Maximum density not to exceed 12 units per gross acre.											



### **III. Special Uses (Article 8)**

#### **A. Home Owners Association (Section 21.8.1c)**

A Homeowners Association (HOA) has been established to provide upkeep within the development including the maintenance of common areas, landscape buffers, and maintaining fences, and/or walls, except for fences and/or walls located on individual or private lots, as well as hike and bike trails and multi-use paths within the development's common areas.

#### **B. Architectural Review Committee**

The Developer has established an Architectural Review Committee (ARC) which is responsible for reviewing and approving construction plans for all residential construction within the Homestead PDD. The ARC will consist of members appointed by the Developer until all of the property within the Homestead PDD has been transferred to an independent third-party purchaser or to the HOA.

Construction of residential and community amenities within the Homestead PDD shall first be submitted to the ARC for approval and to verify compliance with the terms, conditions and obligations of the PDD and deed restrictions. The ARC shall review such contemplated construction and shall, if approved, provide verification in a form acceptable to the City by which the ARC verifies that the plan for the contemplated construction complies with the PDD and associated guidelines.

### **IV. Site Design Standards (Article 9)**

This proposed development conforms to the Comprehensive Land Plan for orderly and unified development of streets, utilities, neighborhood design, and public land and facilities.

#### **A. Lots (Section 21.9.3)**

Lot sizes and dimensions will conform to the minimum requirements recognized in Table Two of this PDD.

**B. General Landscaping (Section 21.9.7)**

Trees planted along the secondary arterial street (Schwab Road), defined as an eighty-six foot (86) foot right-of-way shall conform to requirements in Section 21.14.3 of the UDC.

Trees planted along the residential collector street located within the City of Cibolo and adjacent to Unit 13 (Sundown Parkway), as defined as having a seventy (70) foot right-of-way, shall be a minimum of two and a half (2.5") inch caliper as defined by the American Standard for Nursery Stock. This roadway provides a twenty (20) foot wide minimum landscape buffer along and adjacent to Unit 13. Said landscape buffer shall be duly recorded as a lot, owned and maintained by the Homeowners Association. The internal landscape buffer will provide trees an average of one (1) tree per twenty-five (25) linear feet of street frontage along the internal collector. Trees may be planted in clusters of three (3) or more trees on the internal collector provided that the clusters(s) are spaced no more than seventy-five (75) feet on center (o.c.) measured from the center of the cluster. The HOA will irrigate and maintain said trees located in the common area.

Property outside the Homestead PDD boundary and adjacent to Unit 7B & 13 is zoned General Business (GB). Screening between Unit 7B & Unit 13 and the adjacent out parcel is provided by landscaped buffers. These landscape buffers include natural grades up to 3:1, up to five feet (5) high, and provide fifteen feet (15') of horizontal buffer. Due to the topographic conditions some of the 3:1 grades extend outside of the 15' horizontal buffer within units 7B & 13 and provide additional vertical buffering between the Units 7B & 13 and the out parcel. Landscape requirements will adhere to the current UDC.

**C. Fencing and Screening (Section 21.9.8)**

Fencing will be provided along the entire perimeter of Units 7B, Unit 13, and Unit 18. Fencing along the perimeter shall consist of a six (6) foot wood fence with masonry columns. The fence shall be maintained by the Homestead Homeowners Association and will be composed of one inch by four inch (1"x 4"), six feet (6') tall, vertical cedar planks without gaps between planks, with a top rail. The smooth side of any wood fence shall face out, with framing facing the interior of the lot. The wood fence may be sealed or stained. No wood fencing shall be painted.

## **V. Signs (Article 11)**

### **A. Subdivision Entry Signs (Section 21.11.15)**

The provisions of this section shall only apply to entry signs that identify the residential or commercial development associated with this PDD and include the Primary Subdivision Entry Signs, Secondary Subdivision Entry Signs, Wayfinding Signs, Recreation Center Signs and the Deerhorn Park ID Sign.

Subdivision Entry Signs may be categorized into two types, being Primary Subdivision Entry Signs and Secondary Subdivision Entry Signs. Both entry signs are a combination of masonry and metal in building material with insets and letters incorporated into them. The Project Entry Sign will be located at the primary entrance into the subdivision located on I-35 access road.

#### **1. Maximum Height**

Project Entry Signs:

Secondary Subdivision Entry Signs will be located on both sides of a secondary development entrance in the local road right-of-way and/or open spaces between Unit 8 and Unit 7B and 18. These two signs will be single-faced with a height of two feet, six inches (2' 6"). The signs will be attached to an entry monument.

#### **2. Maximum Area**

Project Entry Signs:

Secondary Subdivision Entry Signs will be located on both sides of a secondary development entrance in the local road right-of-way and/or open spaces between Unit 8 and Unit 7B and 18 will allow for a maximum sign area not to exceed twenty-five (25) square feet per sign and may consist of lettering or logo, or a combination of both.

#### **3. Maximum Number of Signs**

Project Entry Signs:

Two Secondary Subdivision Entry Signs will be located on both sides of a secondary development entrance in the local road right-of-way and/or

open spaces between Unit 8 and Unit 7B and 18.

#### **4. Placement of Sign**

Project Entry Signs:

Secondary Subdivision Entry Signs will be located on both sides of a secondary development entrance in the local road right-of-way and/or open spaces between Unit 8 and Unit 7B and 18.

### **VI. Amendments to the Planned Development District (PDD)**

Any significant future changes from the established Dimensional Requirements for the approved PDD, which alter the concept of the PDD or increase the density, will cause the plan to be re-submitted for approval by the Planning & Zoning Commission and the City Council, including a new public hearing with applicable fees. Minor changes which do not change the concept or intent of the development shall be approved or denied administratively.



SITE AREA:	10.03 ACRES
UNIT TOTAL:	120
UNITS/ACRE:	12.0 DU/AC.
CURRENT ZONING:	TOWNHOME
PROPOSED ZONING:	TOWNHOME/MF RESIDENTIAL DISTRICT

**2-STORY RESIDENTIAL TOWNHOME**  
**BLDG. A: 2 UNITS**  
**BLDG. B: 3 UNITS**  
**BLDG. C: 4 UNITS**  
**BLDG. D: 5 UNITS**

UNIT 1 - 2 BR:	41 UNITS, 34%
1,180 SF	
UNIT 2 - 3 BR:	79 UNITS, 66%
1,565 SF	

2 SPACES PER 2 BR UNIT  
2.5 SPACES PER 3 BR UNIT  
ADDITIONAL 5% OF REQUIRED SPACES FOR GUESTS  
2BR - 41 UNITS: 82 SPACES  
3BR - 79 UNITS: 197.5 SPACES  
GUESTS: 6 SPACES  
TOTAL: 286 SPACES REQUIRED

291 SPACES  
(INCLUDES 2 SPACES PER UNIT IN GARAGES)

6.90 AC. (69%) PROVIDED  
MAXIMUM IMPERVIOUS COVER  
PER CODE: 70%

**3.01 AC. (30%) PROVIDED  
MINIMUM LANDSCAPE  
OPEN SPACE PER CODE: 20%**

ADJACENT PARCEL - OPEN SPACE/TRAILS

34%

66%

ED SPACES FOR GUESTS

S

ACES

ES REQUIRED

UNIT IN GARAGES)

OVER

0%

10.0

25.0

50.0

SECTION 'D'

SECTION 'E'

SECTION 'C'

SECTION 'B'

SECTION 'A'

SUNDOWN PARKWAY (COLLECTOR)

GREEN VALLEY ROAD (ARTERIAL)





**SITE B**

SITE AREA: 4.47 ACRES  
UNIT TOTAL: 52  
UNITS/ACRE: 11.6 DU/AC.  
CURRENT ZONING: COMMERCIAL  
PROPOSED ZONING: TOWNHOME/MF RESIDENTIAL DISTRICT

**BUILDING TYPES**  
2-STORY RESIDENTIAL TOWNHOME  
BLDG. A: 2 UNITS  
BLDG. B: 3 UNITS  
BLDG. C: 4 UNITS  
BLDG. CX: 4 UNITS  
BLDG. DX: 5 UNITS

**UNIT MIX**  
UNIT 1 - 2 BR: 17 UNITS, 33%  
1,180 SF  
UNIT 2 - 3 BR: 35 UNITS, 67%  
1,565 SF

**PARKING REQUIRED**  
2 SPACES PER 2 BR UNIT  
2.5 SPACES PER 3 BR UNIT  
ADDITIONAL 5% OF REQUIRED SPACES FOR GUESTS  
2BR - 17 UNITS: 34 SPACES  
3BR - 33 UNITS: 87.5 SPACES  
GUESTS: 2.6 SPACES  
TOTAL: 125 SPACES REQUIRED

**PARKING PROVIDED**  
125 SPACES (INCLUDES 2 SPACES PER UNIT IN GARAGES)

**IMPERVIOUS COVER**  
2.61 AC. (58%) PROVIDED  
MAXIMUM IMPERVIOUS COVER PER CODE: 70%

**LANDSCAPE OPEN SPACE**  
1.86 AC. (42%) PROVIDED  
MINIMUM LANDSCAPE OPEN SPACE PER CODE: 20%

**SITE C**

SITE AREA: 4.12 ACRES  
UNIT TOTAL: 39  
UNITS/ACRE: 9.5 DU/AC.  
CURRENT ZONING: TOWNHOME  
PROPOSED ZONING: TOWNHOME/MF RESIDENTIAL DISTRICT

**BUILDING TYPES**  
2-STORY RESIDENTIAL TOWNHOME  
BLDG. B: 3 UNITS  
BLDG. C: 4 UNITS  
BLDG. DY: 5 UNITS  
BLDG. E: 6 UNITS

**UNIT MIX**  
UNIT 1 - 2 BR: 15 UNITS, 38%  
1,180 SF  
UNIT 2 - 3 BR: 24 UNITS, 62%  
1,565 SF

**PARKING REQUIRED**  
2 SPACES PER 2 BR UNIT  
2.5 SPACES PER 3 BR UNIT  
ADDITIONAL 5% OF REQUIRED SPACES FOR GUESTS  
2BR - 17 UNITS: 30 SPACES  
3BR - 33 UNITS: 60 SPACES  
GUESTS: 1.95 SPACES  
TOTAL: 92 SPACES REQUIRED

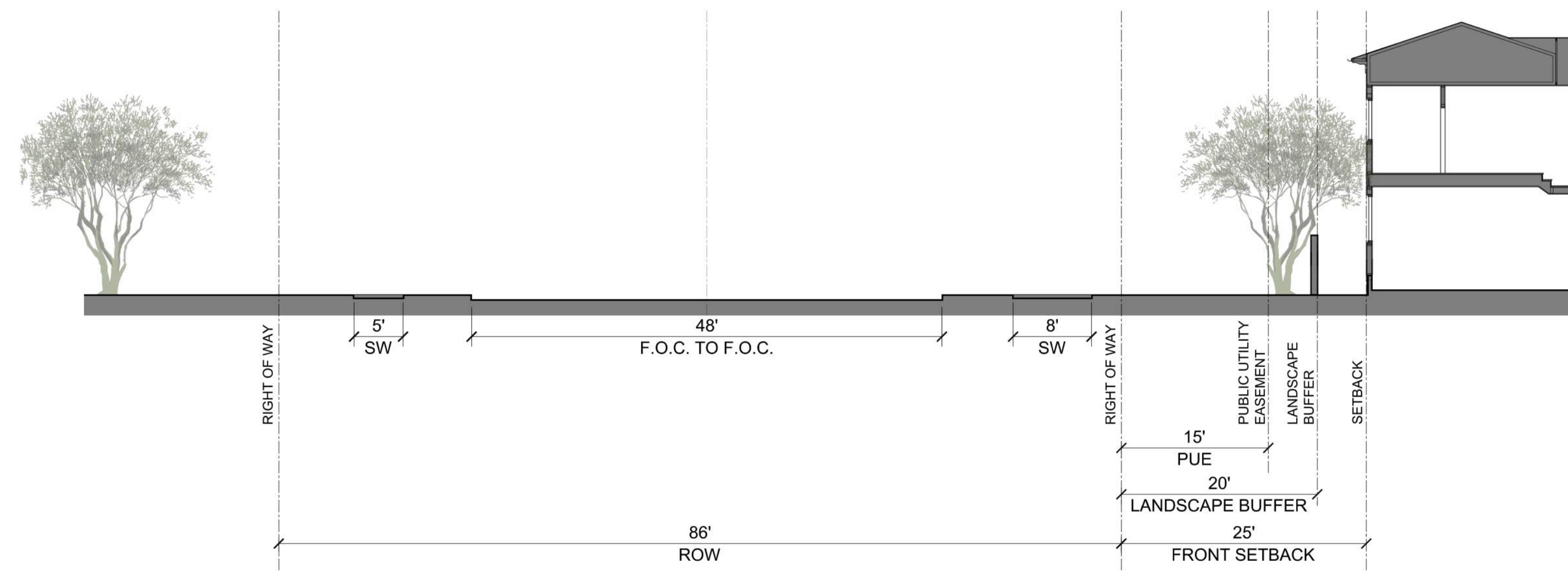
**PARKING PROVIDED**  
95 SPACES (INCLUDES 2 SPACES PER UNIT IN GARAGES)

**IMPERVIOUS COVER**  
2.08 AC. (50%) PROVIDED  
MAXIMUM IMPERVIOUS COVER PER CODE: 70%

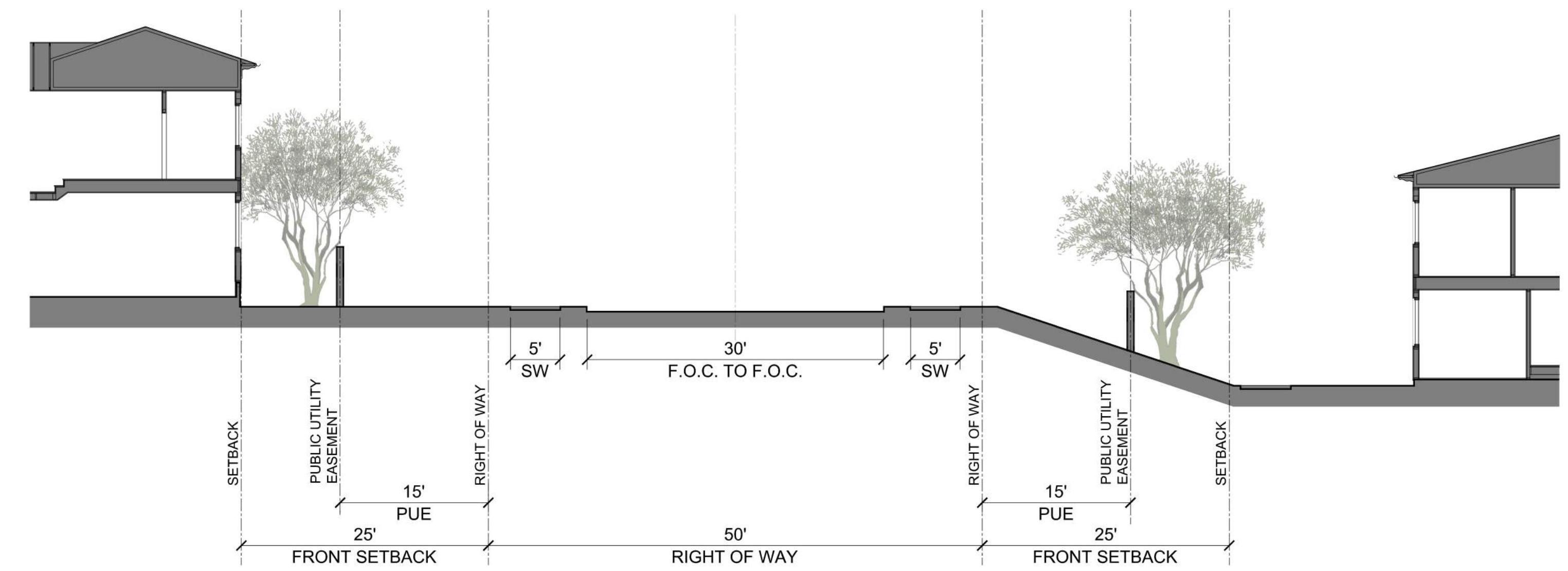
**LANDSCAPE OPEN SPACE**  
2.04 AC. (50%) PROVIDED  
MINIMUM LANDSCAPE OPEN SPACE PER CODE: 20%

**SITE B (UNIT 18) AND SITE C (UNIT 7B) CONCEPT SITE PLAN**

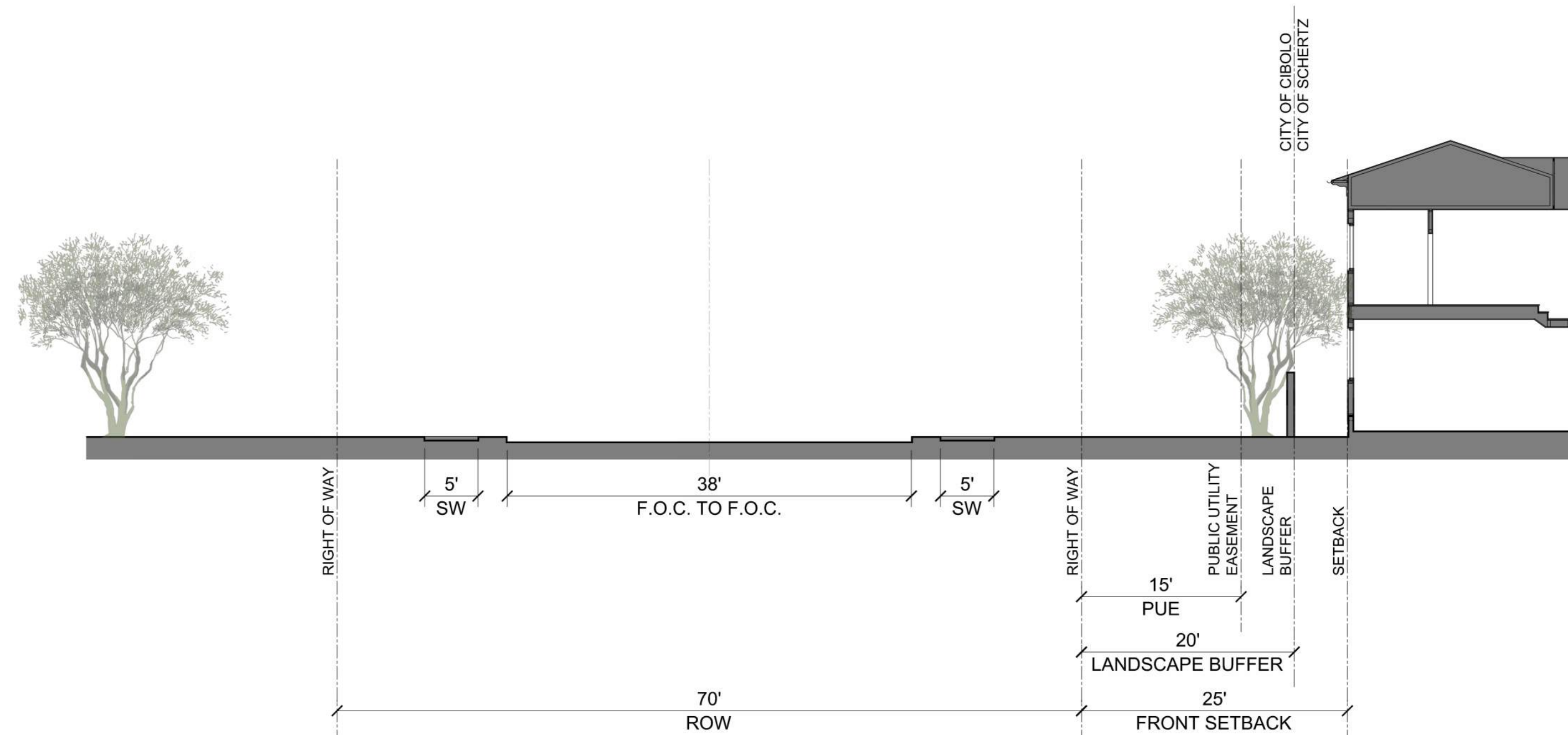




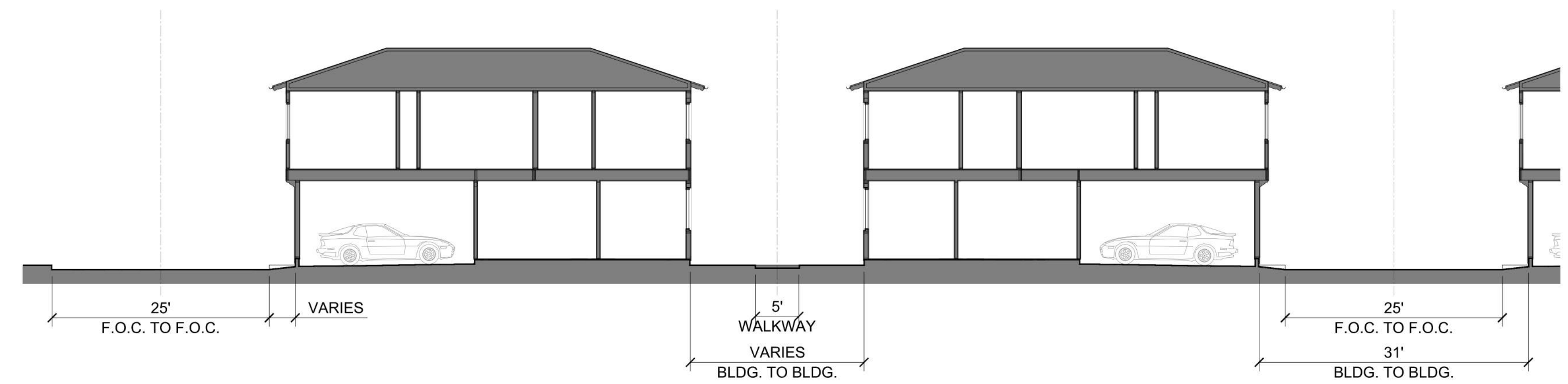
**SECTION A**  
**SCHWAB ROAD (ARTERIAL)**  
**TYPICAL**



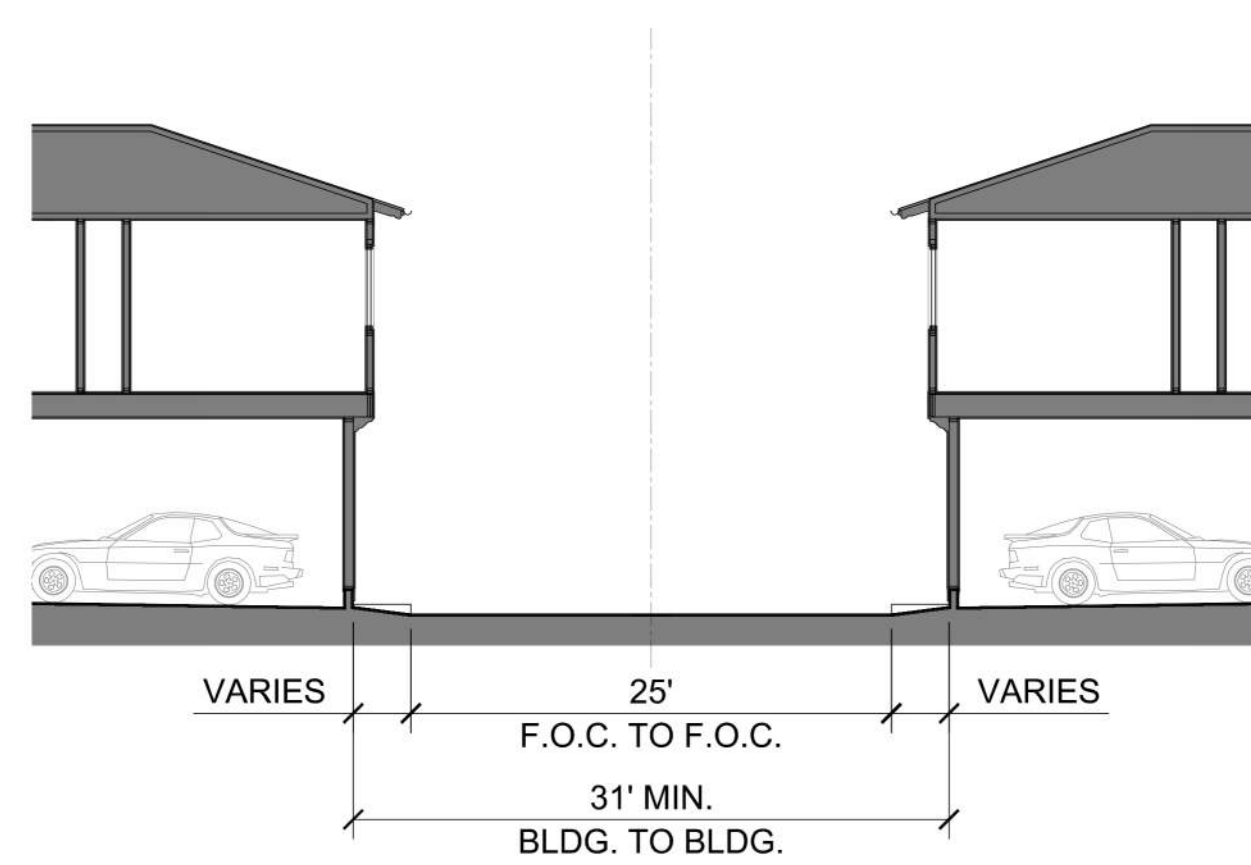
**SECTION B**  
**KIMBLE WAY (LOCAL)**  
**TYPICAL**



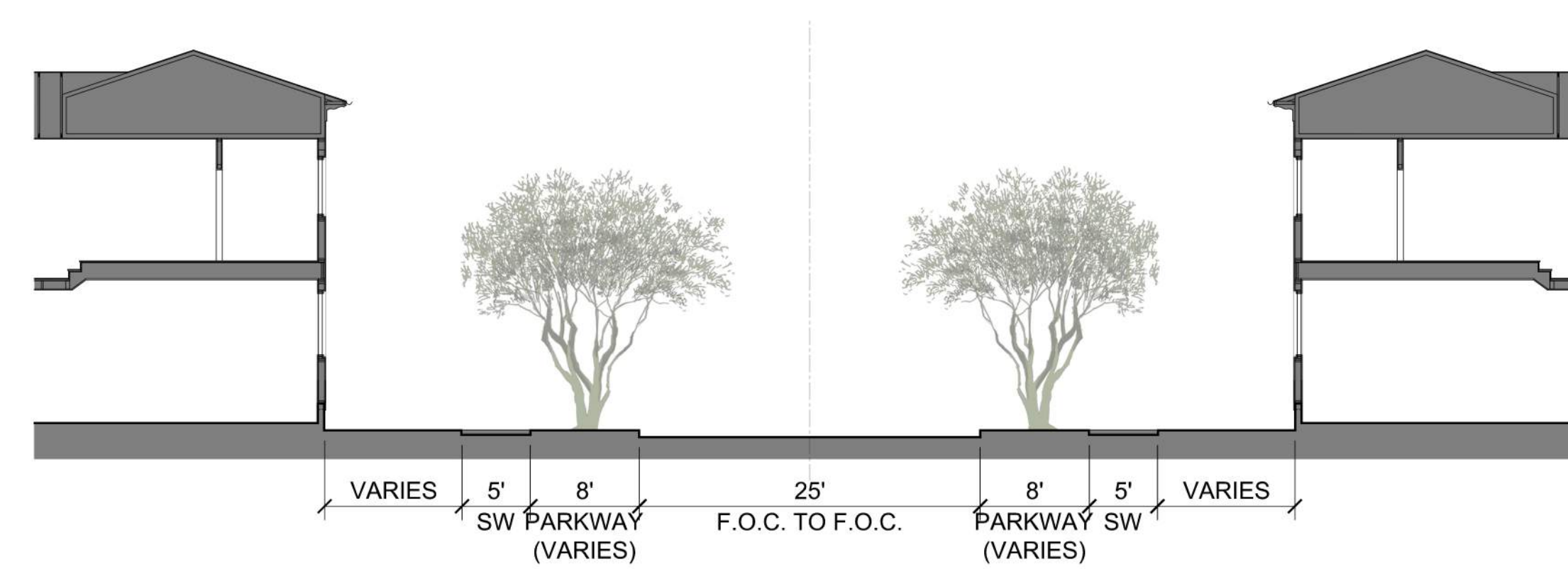
**SECTION C**  
**SUNDOWN PARKWAY (COLLECTOR)**  
**TYPICAL**



**SECTION D**  
**TYPICAL**

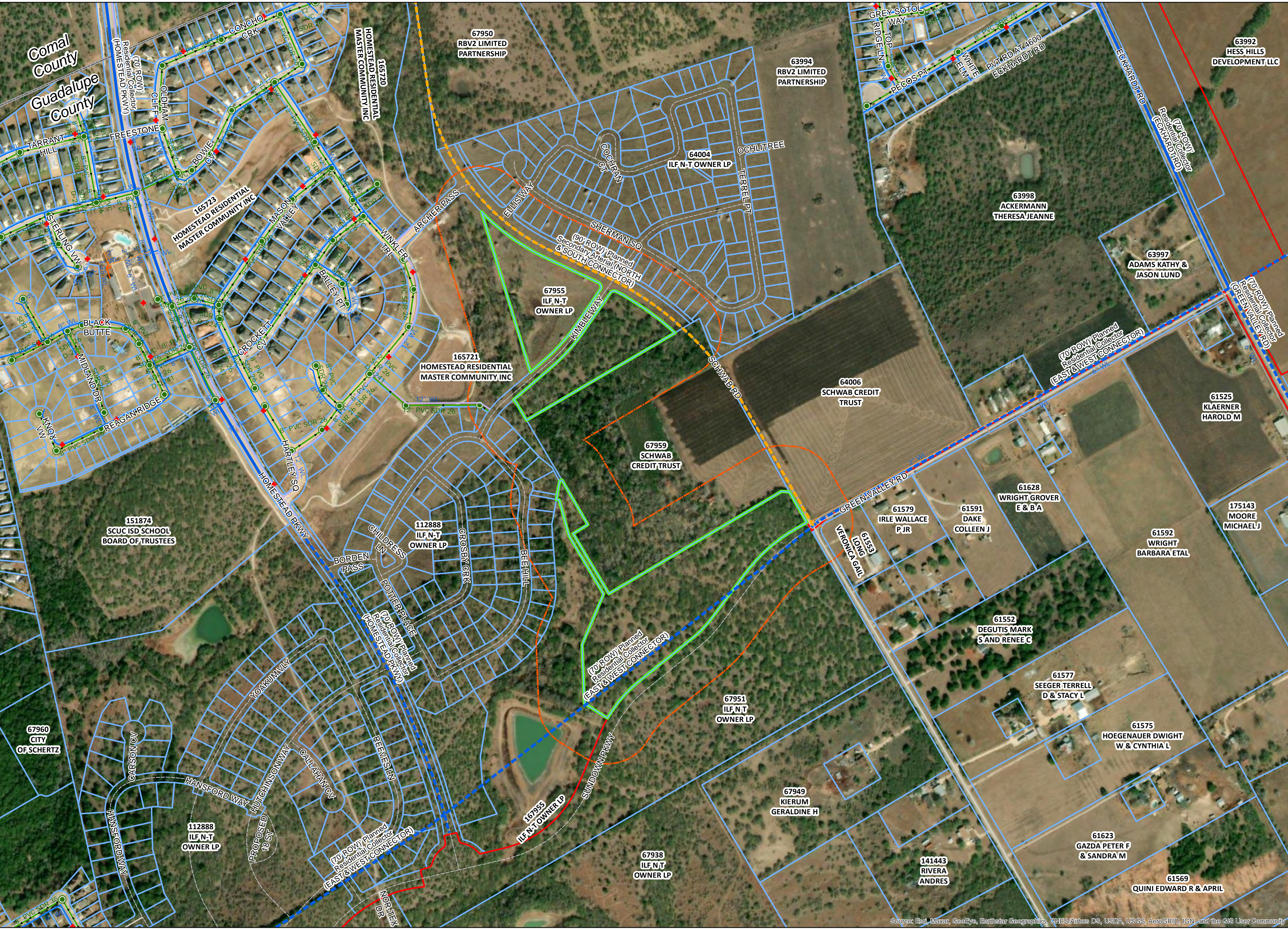


**SECTION E**  
**TYPICAL**

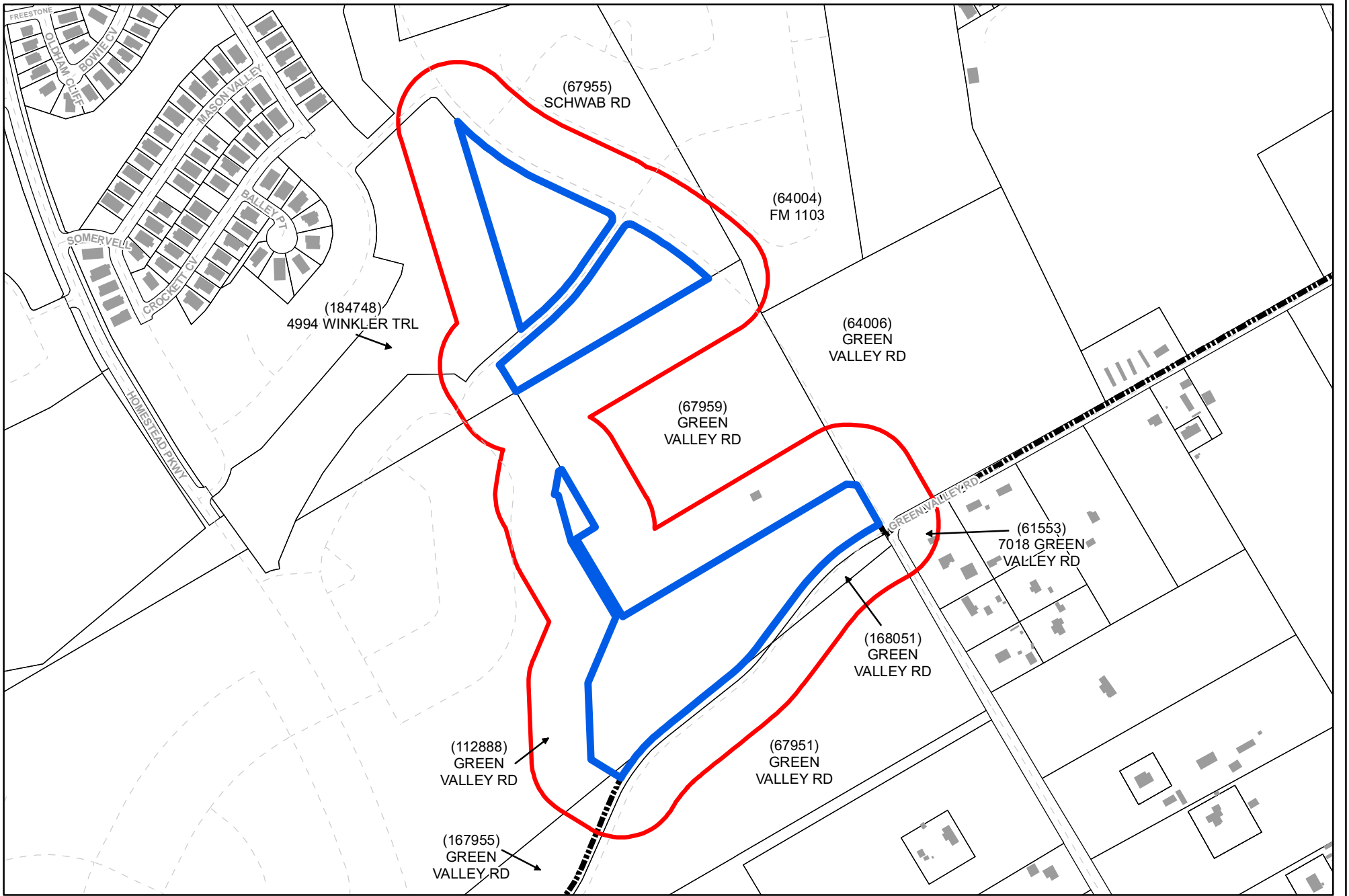


**SECTION F**  
**TYPICAL**









# City of Schertz

## Homestead PDD Amendment (PLPDD20220054)



Project Area



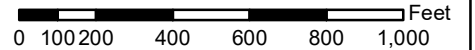
200' Buffer



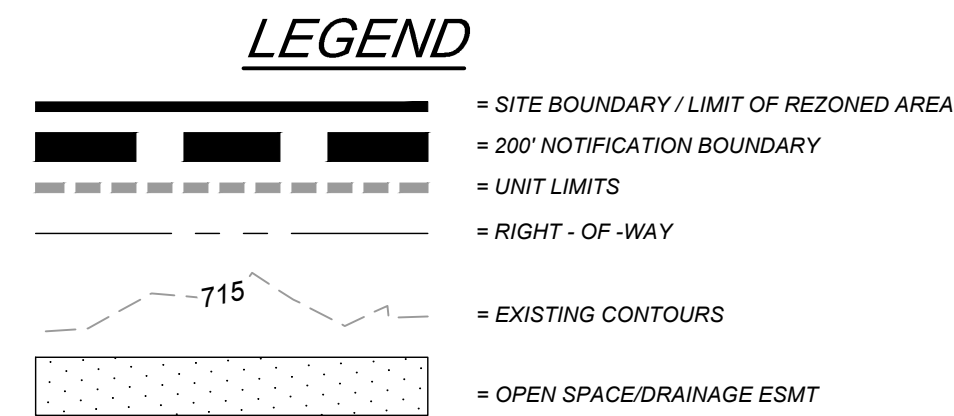
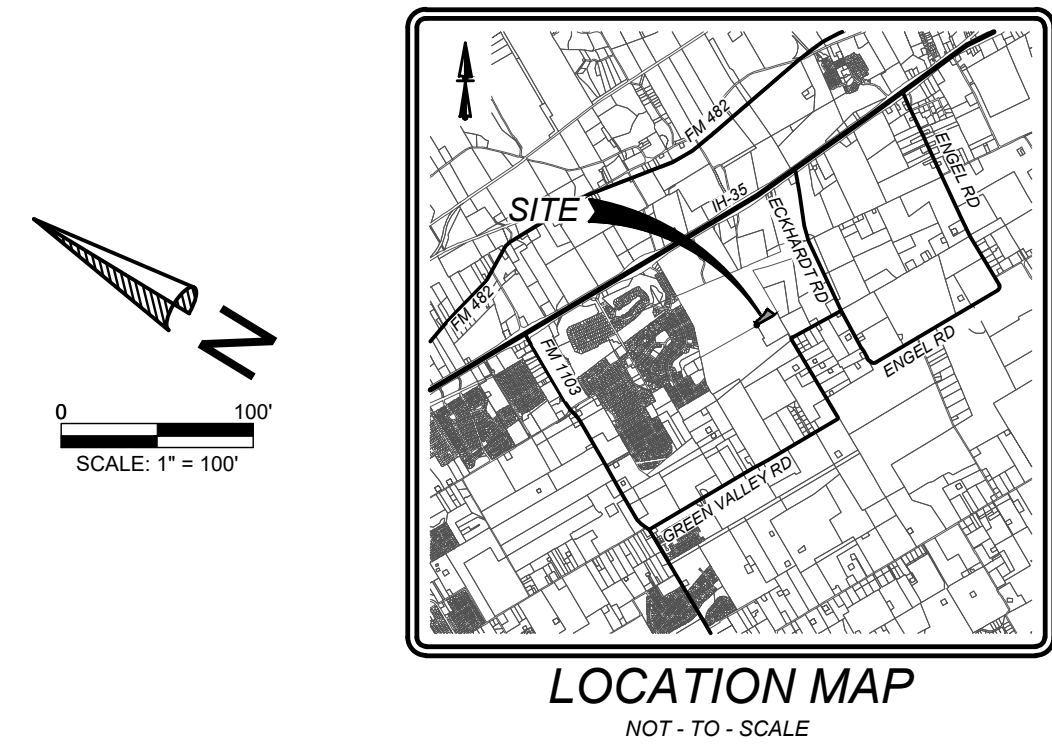
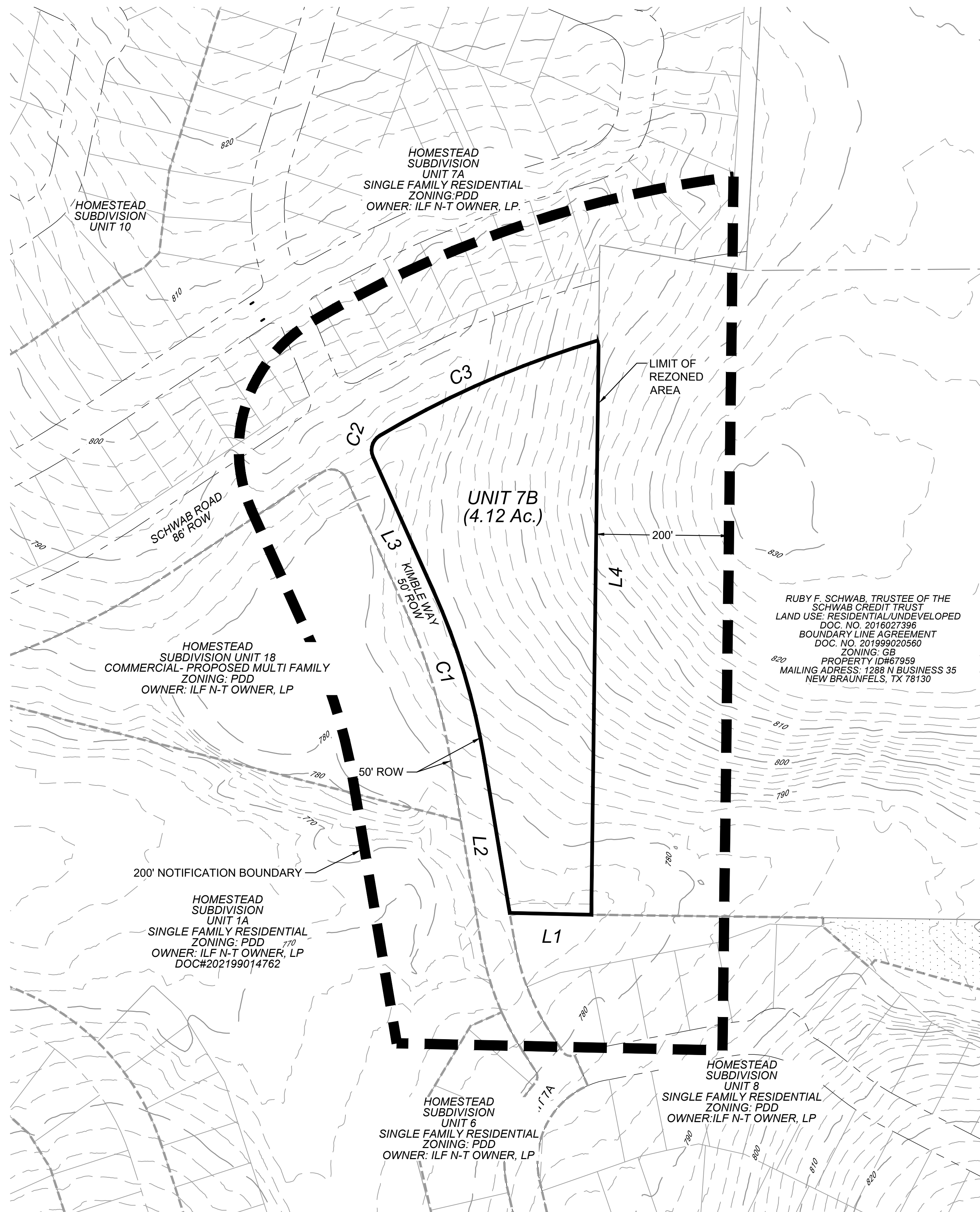
City Limits



Parcel Boundaries



F:\HOMESTEAD\PROJECTS\16-070 HOMESTEAD - MASTER ENGINEERING\DRAWINGS\EXHIBITS\REZONING EXHIBIT SCHERTZ - UNITS 7B, 13, 18.DWG, 7/27/2022, ERK CARMONA



- NOTES:**
1. ACCORDING TO FLOOD INSURANCE RATE MAPS 817C0090F, DATED NOVEMBER 2, 2007, NO 100-YEAR FLOODPLAIN EXISTS ON THIS PROPERTY.
  2. THE TOTAL ACREAGE OF REQUESTED REZONE IS 4.12 AC.
  3. REQUESTED ZONING IS TOWNHOME/MULTI-FAMILY PER THE HOMESTEAD SUBDIVISION REVISED AND AMENDED PDD.

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	1019.48'	264.36'	263.62'	N41°55'45"W	14°51'26"
C2	25.00'	36.46'	33.31'	N76°19'07"W	83°33'20"
C3	1457.00'	360.59'	359.67'	S54°48'49"E	14°10'48"

LINE	BEARING	DISTANCE
L1	N30°32'20"W	122.46'
L2	N49°17'46"E	237.25'
L3	N34°32'26"E	221.56'
L4	S59°29'22"W	865.58'

**OWNER/DEVELOPER/APPLICANT:**

ILF N-T OWNER, LP  
500 BOYLSTON STREET, SUITE 2010  
BOSTON, MA 02116  
PHONE: 617-221-8400

**SURVEYOR:**

DELTA SURVEY GROUP INC.  
8213 BRODIE LANE SUITE 102  
AUSTIN, TX 78745  
OFFICE: (512) 282-5200 FAX: (512) 282-5230  
TBPLS FIRM NO. 10004700

**SCHERTZ, TEXAS  
GUADALUPE COUNTY**

**DATE PREPARED: MARCH 16, 2022**

**ABSTRACT NUMBER:**

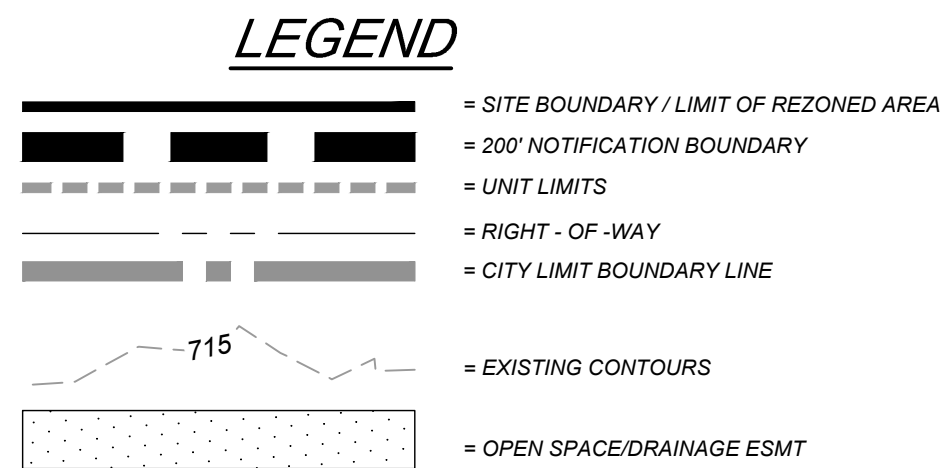
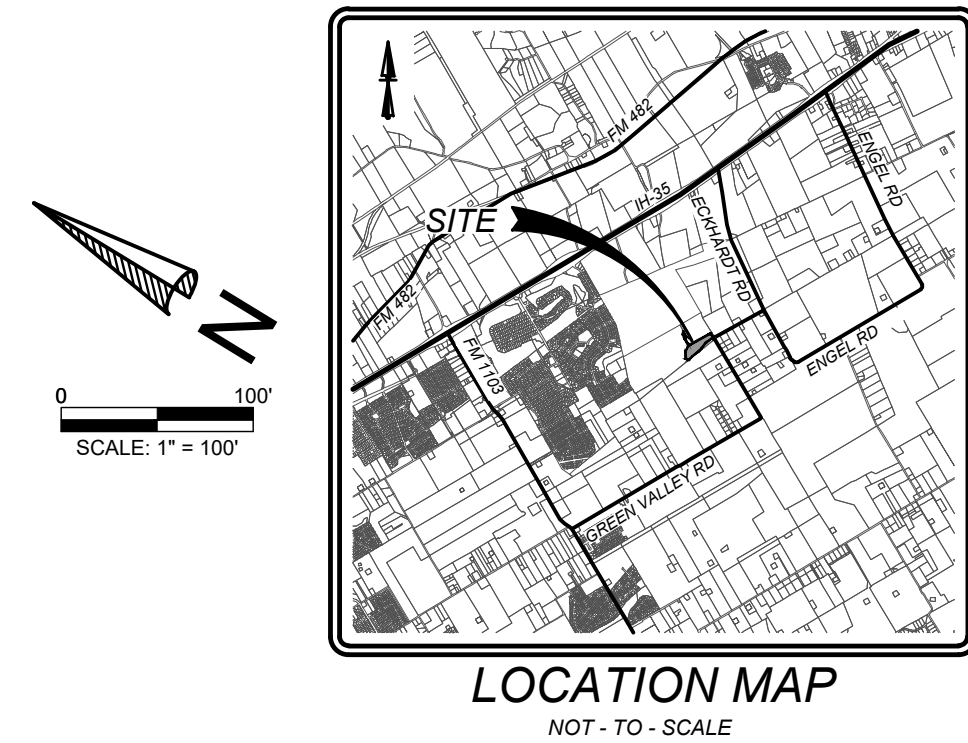
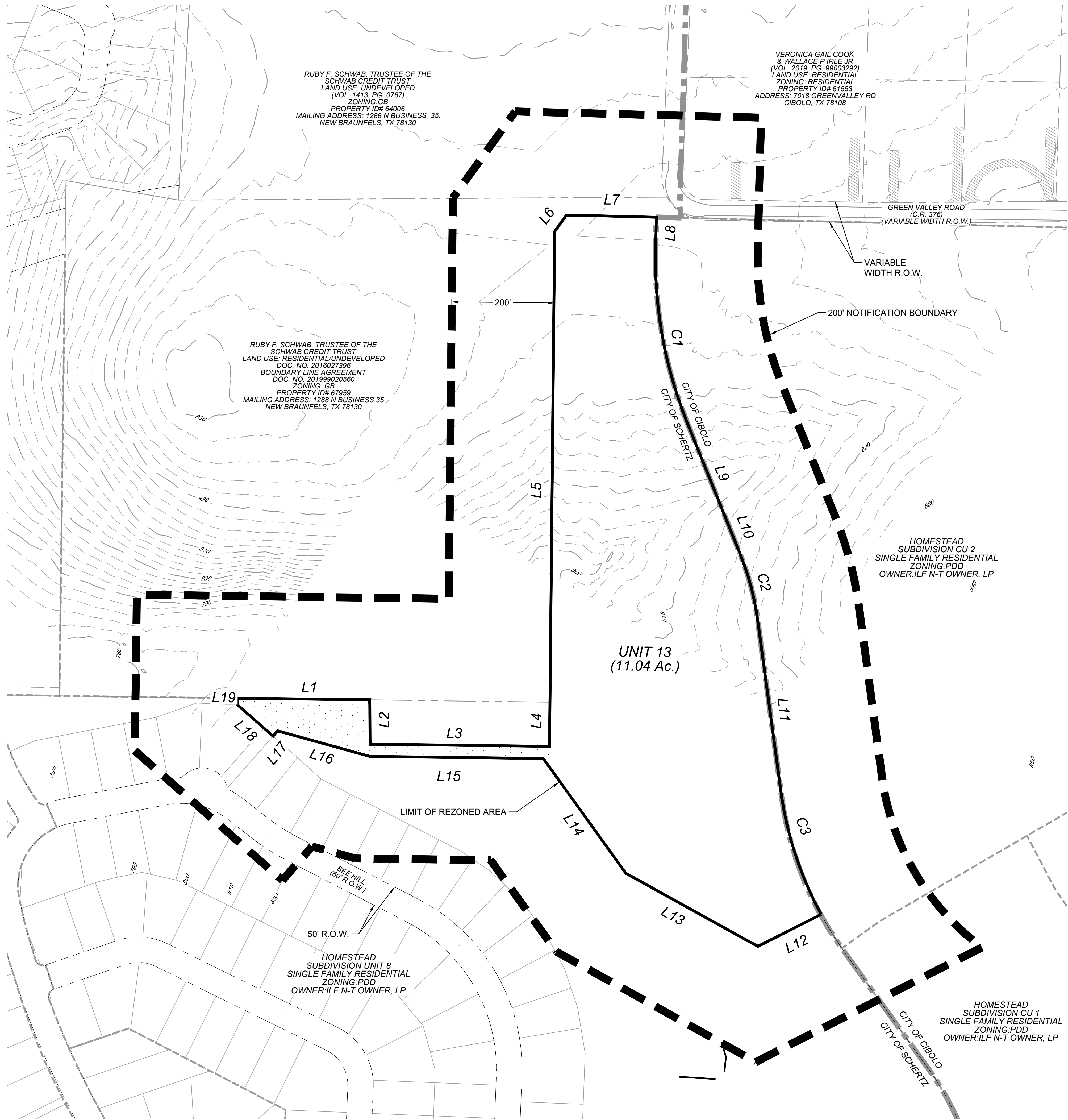
**MALONE ★ WHEELER**  
SINCE INC. 1995

CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

**HOMESTEAD SUBDIVISION**  
**ZONING EXHIBIT - UNIT 7B**

5113 Southwest Pkwy, Suite 260  
Austin, Texas 78735  
Phone: (512) 899-0601 Fax: (512) 899-0655  
Firm Registration No. F-786

F:\HOMESTEAD\PROJECTS\16-070 HOMESTEAD - MASTER ENGINEERING\DRAWINGS\EXHIBITS\REZONING EXHIBIT SCHERTZ - UNITS 7B, 13, 18.DWG, 8/10/2022, ERK CARMONA



- NOTES:**
1. ACCORDING TO FLOOD INSURANCE RATE MAPS 817C0090F, DATED NOVEMBER 2, 2007, NO 100-YEAR FLOODPLAIN EXISTS ON THIS PROPERTY.
  2. THE TOTAL ACREAGE OF THE REQUESTED ZONE IS 11.04 AC.
  3. REQUESTED ZONING IS TOWNHOME/MULTI-FAMILY PER THE HOMESTEAD SUBDIVISION AND AMENDED PDD.

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	855.00'	349.10'	346.68'	S48°29'11"W	23°23'39"
C2	545.00'	135.49'	135.14'	S43°54'41"W	14°14'39"
C3	655.41'	242.78'	241.39'	S40°24'41"W	21°13'25"

LINE	BEARING	DISTANCE
L1	S30°32'20"E	260.91'
L2	S59°49'18"W	86.88'
L3	S30°36'02"	351.51'
L4	S59°22'11"E	85.66'
L5	N59°18'57"E	921.83'
L6	S85°35'15"E	39.97'
L7	S29°48'51"E	175.94'
L8	S60°11'00"W	60.66'
L9	S36°47'21"W	214.13'
L10	S36°47'21"W	63.08'
L11	S51°02'00"W	349.84'
L12	N58°06'15"W	137.50'
L13	N02°17'06"W	295.61'
L14	N23°02'02"E	276.77'
L15	N30°35'23"W	339.58'
L16	N15°42'18"W	187.44'
L17	N79°57'53"W	13.79'
L18	N10°02'07"E	92.46'
L19	N59°28'58"E	13.35'

**OWNER/DEVELOPER/APPLICANT:**

ILF N-T OWNER, LP  
500 BOYLSTON STREET, SUITE 2010  
BOSTON, MA 02116  
PHONE: 617-221-8400

**SURVEYOR:**

DELTA SURVEY GROUP INC.  
8213 BRODIE LANE SUITE 102  
AUSTIN, TX 78745  
OFFICE: (512) 282-5200 FAX: (512) 282-5230  
TBPLS FIRM NO. 10004700

**SCHERTZ, TEXAS  
GUADALUPE COUNTY**

**DATE PREPARED: AUGUST 10, 2022**

**ABSTRACT NUMBER:**

**MALONE ★ WHEELER**  
SINCE INC. 1995

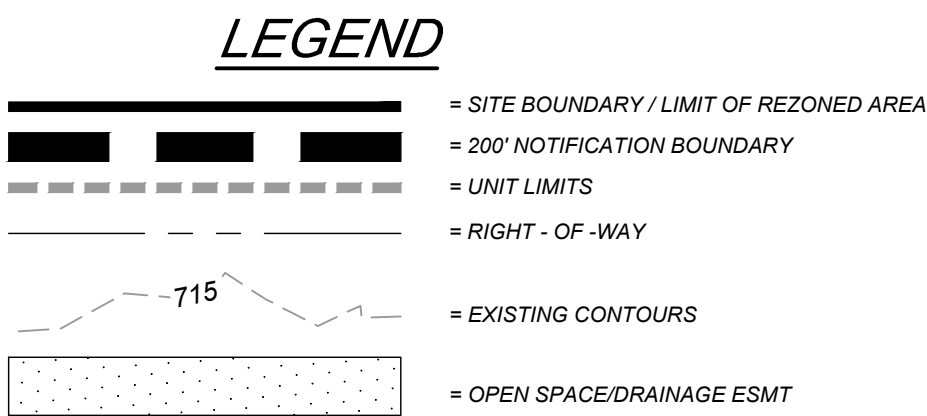
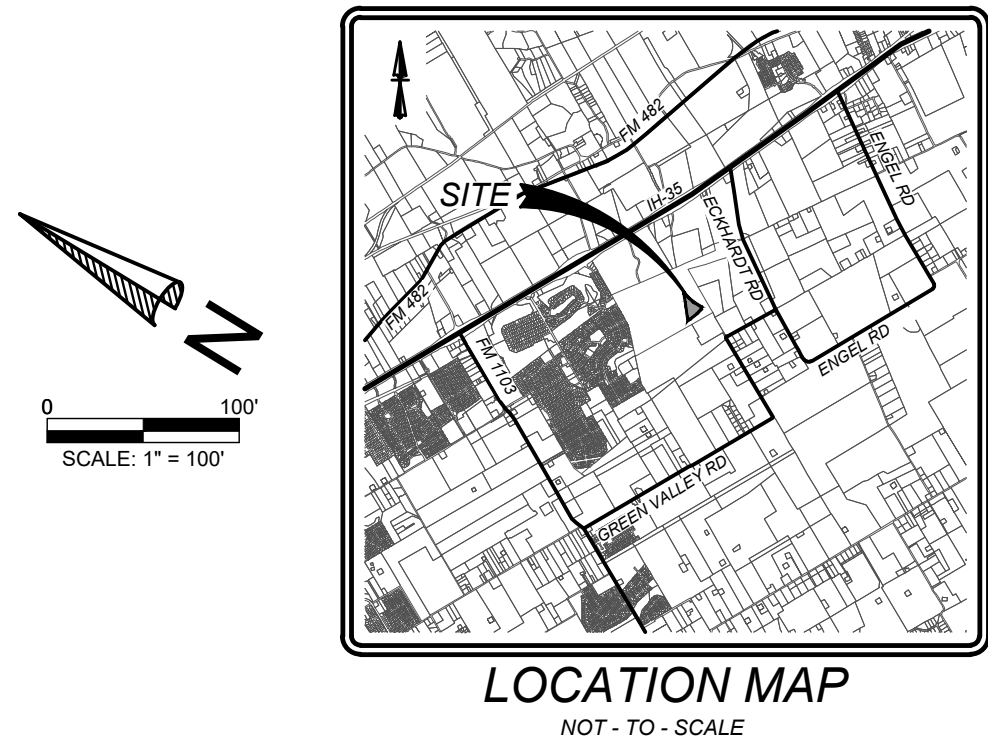
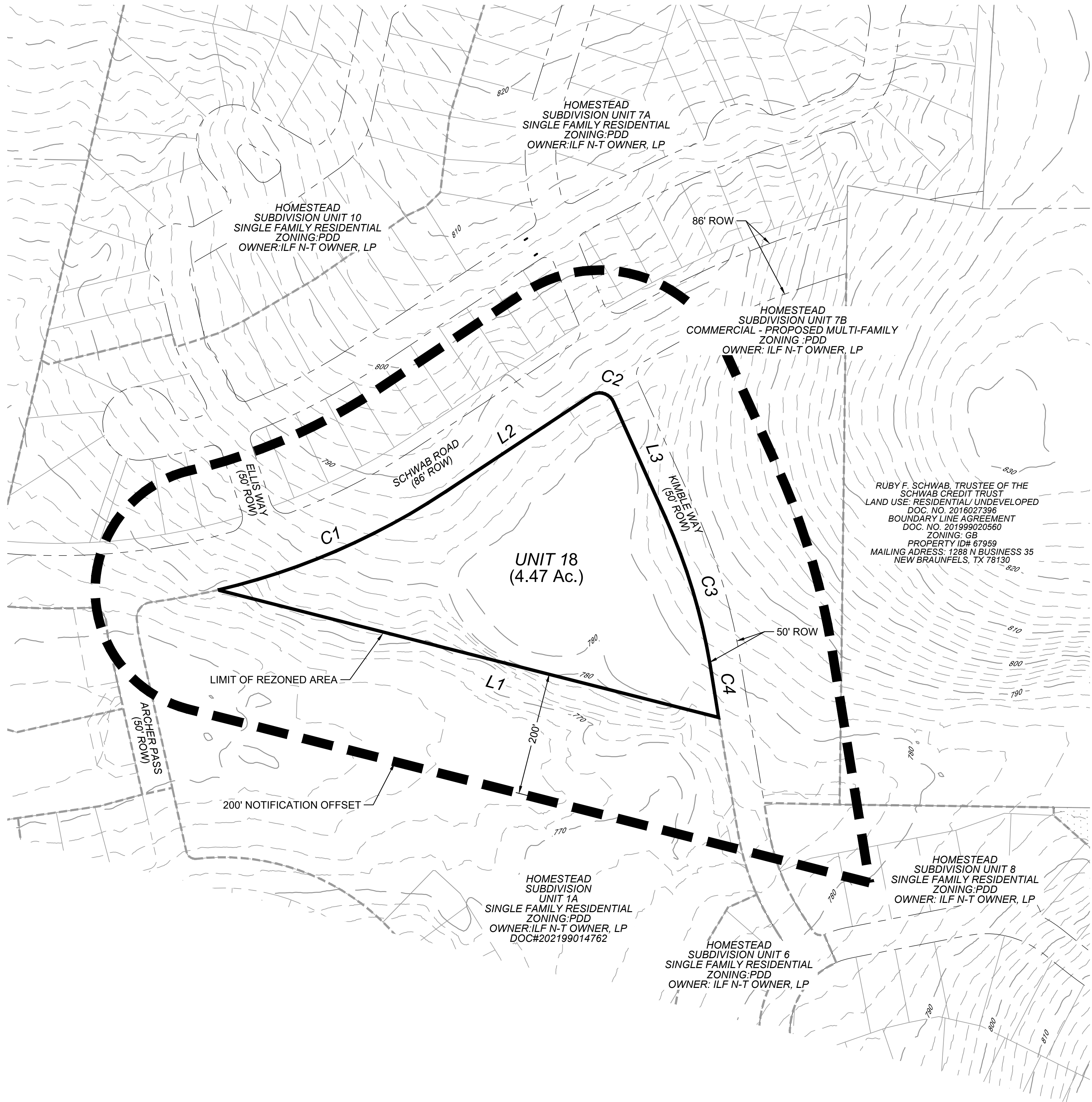
CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

5113 Southwest Pkwy, Suite 260  
Austin, Texas 78735  
Phone: (512) 899-0601 Fax: (512) 899-0655  
Firm Registration No. F-786

**HOMESTEAD SUBDIVISION**  
**ZONING EXHIBIT - UNIT 13**



F:\HOMESTEAD\PROJECTS\16-070 HOMESTEAD - MASTER ENGINEERING\DRAWINGS\EXHIBITS\REZONING EXHIBIT SCHERTZ - UNITS 7B, 13, 18.DWG, 7/27/2022, ERK CARMONA



- NOTES:**
1. ACCORDING TO FLOOD INSURANCE RATE MAPS 817C0090F, DATED NOVEMBER 2, 2007, NO 100-YEAR FLOODPLAIN EXISTS ON THIS PROPERTY.
  2. THE TOTAL ACREAGE OF REQUESTED REZONE IS 4.47 AC.
  3. REQUESTED ZONING IS TOWNHOME/MULTI-FAMILY PER THE HOMESTEAD SUBDIVISION REVISED AND AMENDED PDD.

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	1138.09'	405.73'	403.58'	S54°34'23"E	20°25'33"
C2	25.00'	43.33'	38.11'	S15°06'42"E	99°18'16"
C3	975.00'	251.46'	250.76'	S41°55'45"W	14°46'37"

LINE	BEARING	DISTANCE
L1	N16°57'08"W	842.25'
L2	S64°45'50"E	284.59'
L3	S34°32'26"W	206.98'
L4	S49°17'46"W	86.69'

**OWNER/DEVELOPER/APPLICANT:**

ILF N-T OWNER, LP  
500 BOYLSTON STREET, SUITE 2010  
BOSTON, MA 02118  
PHONE: 617-221-8400

**SURVEYOR:**

DELTA SURVEY GROUP INC.  
8213 BRODIE LANE SUITE 102  
AUSTIN, TX 78745  
OFFICE: (512) 282-5200 FAX: (512) 282-5230  
TBPLS FIRM NO. 10004700

SCHERTZ, TEXAS  
GUADALUPE COUNTY

DATE PREPARED: MARCH 16, 2022

ABSTRACT NUMBER: \_\_\_\_\_

**MALONE ★ WHEELER**  
SINCE 1995

CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

5113 Southwest Pkwy, Suite 260  
Austin, Texas 78735  
Phone: (512) 899-0601 Fax: (512) 899-0655  
Firm Registration No. F-786

HOMESTEAD SUBDIVISION  
ZONING EXHIBIT - UNIT 18



*LEGEND*

= EXISTING CONTOURS

**LOCATION MAP**  
NOT - TO - SCALE

1. ALL INTERNAL STREETS WITHIN THE M.D.P. LIMITS ARE LOCAL STREETS, COLLECTOR STREETS OR SECONDARY ARTERIALS.
2. UTILITY SERVICE PROVIDED BY THE FOLLOWING ENTITIES:

WATER SERVICE	CITY OF SCHERTZ/GVSUD
SEWER SERVICE	CITY OF SCHERTZ
TELEPHONE SERVICE	AT&T
CABLE TELEVISION	SPECTRUM
GAS	CENTERPOINT
ELECTRIC	NBU, GVEC
3. THE FRONT, SIDE, AND REAR SETBACKS WILL CONFORM TO THE MINIMUM SETBACKS AS ESTABLISHED BY PDD ZONING.
4. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM (N.A.D.) OF 1983.
5. THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE FINAL ALIGNMENT. ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.
6. ALL PRIVATE OPEN SPACE, COMMON LOTS, GREENBELTS, DRAINAGE EASEMENT, ETC. (LOT 900 BLOCK 1, LOT 900 BLOCK 3, LOT 900 BLOCK 4, LOT 900 BLOCK 6, LOT 900 BLOCK 8, LOT 900 BLOCK 10, LOT 900 BLOCK 12, LOT 900 BLOCK 14, LOT 900 BLOCK 33, LOT 900 BLOCK 36, LOT 900 BLOCK 38, LOT 900 BLOCK 39, LOT 900 BLOCK 41, LOT 900 BLOCK 43, LOT 900 BLOCK 45, LOT 900 BLOCK 12, LOT 900 BLOCK 14, LOT 900 BLOCK 16, LOT 900 BLOCK 18, LOT 900 BLOCK 20, LOT 900 BLOCK 22, LOT 900 BLOCK 24, LOT 900 BLOCK 26, LOT 900 BLOCK 28, LOT 900 BLOCK 30, LOT 900 BLOCK 32, LOT 900 BLOCK 34, LOT 900 BLOCK 36, LOT 900 BLOCK 38, LOT 900 BLOCK 40, LOT 900 BLOCK 42, LOT 900 BLOCK 44, LOT 900 BLOCK 46, LOT 900 BLOCK 48, LOT 900 BLOCK 50, LOT 900 BLOCK 52, LOT 900 BLOCK 54, LOT 900 BLOCK 56, LOT 900 BLOCK 58, LOT 900 BLOCK 60, LOT 900 BLOCK 62, LOT 900 BLOCK 64, LOT 900 BLOCK 66, LOT 900 BLOCK 68, LOT 900 BLOCK 70, LOT 900 BLOCK 72, LOT 900 BLOCK 74, LOT 900 BLOCK 76, LOT 900 BLOCK 78, LOT 900 BLOCK 80, LOT 900 BLOCK 82, LOT 900 BLOCK 84, LOT 900 BLOCK 86, LOT 900 BLOCK 88, LOT 900 BLOCK 90, LOT 900 BLOCK 92, LOT 900 BLOCK 94, LOT 900 BLOCK 96, LOT 900 BLOCK 98, LOT 900 BLOCK 100, LOT 900 BLOCK 102, LOT 900 BLOCK 104, LOT 900 BLOCK 106, LOT 900 BLOCK 108, LOT 900 BLOCK 110, LOT 900 BLOCK 112, LOT 900 BLOCK 114, LOT 900 BLOCK 116, LOT 900 BLOCK 118, LOT 900 BLOCK 120, LOT 900 BLOCK 122, LOT 900 BLOCK 124, LOT 900 BLOCK 126, LOT 900 BLOCK 128, LOT 900 BLOCK 130, LOT 900 BLOCK 132, LOT 900 BLOCK 134, LOT 900 BLOCK 136, LOT 900 BLOCK 138, LOT 900 BLOCK 140, LOT 900 BLOCK 142, LOT 900 BLOCK 144, LOT 900 BLOCK 146, LOT 900 BLOCK 148, LOT 900 BLOCK 150, LOT 900 BLOCK 152, LOT 900 BLOCK 154, LOT 900 BLOCK 156, LOT 900 BLOCK 158, LOT 900 BLOCK 160, LOT 900 BLOCK 162, LOT 900 BLOCK 164, LOT 900 BLOCK 166, LOT 900 BLOCK 168, LOT 900 BLOCK 170, LOT 900 BLOCK 172, LOT 900 BLOCK 174, LOT 900 BLOCK 176, LOT 900 BLOCK 178, LOT 900 BLOCK 180, LOT 900 BLOCK 182, LOT 900 BLOCK 184, LOT 900 BLOCK 186, LOT 900 BLOCK 188, LOT 900 BLOCK 190, LOT 900 BLOCK 192, LOT 900 BLOCK 194, LOT 900 BLOCK 196, LOT 900 BLOCK 198, LOT 900 BLOCK 200, LOT 900 BLOCK 202, LOT 900 BLOCK 204, LOT 900 BLOCK 206, LOT 900 BLOCK 208, LOT 900 BLOCK 210, LOT 900 BLOCK 212, LOT 900 BLOCK 214, LOT 900 BLOCK 216, LOT 900 BLOCK 218, LOT 900 BLOCK 220, LOT 900 BLOCK 222, LOT 900 BLOCK 224, LOT 900 BLOCK 226, LOT 900 BLOCK 228, LOT 900 BLOCK 230, LOT 900 BLOCK 232, LOT 900 BLOCK 234, LOT 900 BLOCK 236, LOT 900 BLOCK 238, LOT 900 BLOCK 240, LOT 900 BLOCK 242, LOT 900 BLOCK 244, LOT 900 BLOCK 246, LOT 900 BLOCK 248, LOT 900 BLOCK 250, LOT 900 BLOCK 252, LOT 900 BLOCK 254, LOT 900 BLOCK 256, LOT 900 BLOCK 258, LOT 900 BLOCK 260, LOT 900 BLOCK 262, LOT 900 BLOCK 264, LOT 900 BLOCK 266, LOT 900 BLOCK 268, LOT 900 BLOCK 270, LOT 900 BLOCK 272, LOT 900 BLOCK 274, LOT 900 BLOCK 276, LOT 900 BLOCK 278, LOT 900 BLOCK 280, LOT 900 BLOCK 282, LOT 900 BLOCK 284, LOT 900 BLOCK 286, LOT 900 BLOCK 288, LOT 900 BLOCK 290, LOT 900 BLOCK 292, LOT 900 BLOCK 294, LOT 900 BLOCK 296, LOT 900 BLOCK 298, LOT 900 BLOCK 300, LOT 900 BLOCK 302, LOT 900 BLOCK 304, LOT 900 BLOCK 306, LOT 900 BLOCK 308, LOT 900 BLOCK 310, LOT 900 BLOCK 312, LOT 900 BLOCK 314, LOT 900 BLOCK 316, LOT 900 BLOCK 318, LOT 900 BLOCK 320, LOT 900 BLOCK 322, LOT 900 BLOCK 324, LOT 900 BLOCK 326, LOT 900 BLOCK 328, LOT 900 BLOCK 330, LOT 900 BLOCK 332, LOT 900 BLOCK 334, LOT 900 BLOCK 336, LOT 900 BLOCK 338, LOT 900 BLOCK 340, LOT 900 BLOCK 342, LOT 900 BLOCK 344, LOT 900 BLOCK 346, LOT 900 BLOCK 348, LOT 900 BLOCK 350, LOT 900 BLOCK 352, LOT 900 BLOCK 354, LOT 900 BLOCK 356, LOT 900 BLOCK 358, LOT 900 BLOCK 360, LOT 900 BLOCK 362, LOT 900 BLOCK 364, LOT 900 BLOCK 366, LOT 900 BLOCK 368, LOT 900 BLOCK 370, LOT 900 BLOCK 372, LOT 900 BLOCK 374, LOT 900 BLOCK 376, LOT 900 BLOCK 378, LOT 900 BLOCK 380, LOT 900 BLOCK 382, LOT 900 BLOCK 384, LOT 900 BLOCK 386, LOT 900 BLOCK 388, LOT 900 BLOCK 390, LOT 900 BLOCK 392, LOT 900 BLOCK 394, LOT 900 BLOCK 396, LOT 900 BLOCK 398, LOT 900 BLOCK 400, LOT 900 BLOCK 402, LOT 900 BLOCK 404, LOT 900 BLOCK 406, LOT 900 BLOCK 408, LOT 900 BLOCK 410, LOT 900 BLOCK 412, LOT 900 BLOCK 414, LOT 900 BLOCK 416, LOT 900 BLOCK 418, LOT 900 BLOCK 420, LOT 900 BLOCK 422, LOT 900 BLOCK 424, LOT 900 BLOCK 426, LOT 900 BLOCK 428, LOT 900 BLOCK 430, LOT 900 BLOCK 432, LOT 900 BLOCK 434, LOT 900 BLOCK 436, LOT 900 BLOCK 438, LOT 900 BLOCK 440, LOT 900 BLOCK 442, LOT 900 BLOCK 444, LOT 900 BLOCK 446, LOT 900 BLOCK 448, LOT 900 BLOCK 450, LOT 900 BLOCK 452, LOT 900 BLOCK 454, LOT 900 BLOCK 456, LOT 900 BLOCK 458, LOT 900 BLOCK 460, LOT 900 BLOCK 462, LOT 900 BLOCK 464, LOT 900 BLOCK 466, LOT 900 BLOCK 468, LOT 900 BLOCK 470, LOT 900 BLOCK 472, LOT 900 BLOCK 474, LOT 900 BLOCK 476, LOT 900 BLOCK 478, LOT 900 BLOCK 480, LOT 900 BLOCK 482, LOT 900 BLOCK 484, LOT 900 BLOCK 486, LOT 900 BLOCK 488, LOT 900 BLOCK 490, LOT 900 BLOCK 492, LOT 900 BLOCK 494, LOT 900 BLOCK 496, LOT 900 BLOCK 498, LOT 900 BLOCK 500, LOT 900 BLOCK 502, LOT 900 BLOCK 504, LOT 900 BLOCK 506, LOT 900 BLOCK 508, LOT 900 BLOCK 510, LOT 900 BLOCK 512, LOT 900 BLOCK 514, LOT 900 BLOCK 516, LOT 900 BLOCK 518, LOT 900 BLOCK 520, LOT 900 BLOCK 522, LOT 900 BLOCK 524, LOT 900 BLOCK 526, LOT 900 BLOCK 528, LOT 900 BLOCK 530, LOT 900 BLOCK 532, LOT 900 BLOCK 534, LOT 900 BLOCK 536, LOT 900 BLOCK 538, LOT 900 BLOCK 540, LOT 900 BLOCK 542, LOT 900 BLOCK 544, LOT 900 BLOCK 546, LOT 900 BLOCK 548, LOT 900 BLOCK 550, LOT 900 BLOCK 552, LOT 900 BLOCK 554, LOT 900 BLOCK 556, LOT 900 BLOCK 558, LOT 900 BLOCK 560, LOT 900 BLOCK 562, LOT 900 BLOCK 564, LOT 900 BLOCK 566, LOT 900 BLOCK 568, LOT 900 BLOCK 570, LOT 900 BLOCK 572, LOT 900 BLOCK 574, LOT 900 BLOCK 576, LOT 900 BLOCK 578, LOT 900 BLOCK 580, LOT 900 BLOCK 582, LOT 900 BLOCK 584, LOT 900 BLOCK 586, LOT 900 BLOCK 588, LOT 900 BLOCK 590, LOT 900 BLOCK 592, LOT 900 BLOCK 594, LOT 900 BLOCK 596, LOT 900 BLOCK 598, LOT 900 BLOCK 600, LOT 900 BLOCK 602, LOT 900 BLOCK 604, LOT 900 BLOCK 606, LOT 900 BLOCK 608, LOT 900 BLOCK 610, LOT 900 BLOCK 612, LOT 900 BLOCK 614, LOT 900 BLOCK 616, LOT 900 BLOCK 618, LOT 900 BLOCK 620, LOT 900 BLOCK 622, LOT 900 BLOCK 624, LOT 900 BLOCK 626, LOT 900 BLOCK 628, LOT 900 BLOCK 630, LOT 900 BLOCK 632, LOT 900 BLOCK 634, LOT 900 BLOCK 636, LOT 900 BLOCK 638, LOT 900 BLOCK 640, LOT 900 BLOCK 642, LOT 900 BLOCK 644, LOT 900 BLOCK 646, LOT 900 BLOCK 648, LOT 900 BLOCK 650, LOT 900 BLOCK 652, LOT 900 BLOCK 654, LOT 900 BLOCK 656, LOT 900 BLOCK 658, LOT 900 BLOCK 660, LOT 900 BLOCK 662, LOT 900 BLOCK 664, LOT 900 BLOCK 666, LOT 900 BLOCK 668, LOT 900

[illegible]

A 1.645 ACRES - TRACT 1  
A 1.645 ACRES TRACT OF LAND, BEING OUT OF THE PEDRO SAN MIGUEL SURVEY NO. 256, ABSTRACT 227 OF GUADALUPE COUNTY AND A 522.18 ACRE TRACT OF LAND CONVEYED TO LIF IN T-OWNER, LP OF RECORD IN DOCUMENT NUMBER 2014060404206, OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS  
SUBTRACT A 0.0029 - TRACT 2  
A 0.0029 OF AN ACRES TRACT OF LAND, BEING OUT OF THE PEDRO SAN MIGUEL SURVEY NO. 256, ABSTRACT 227 OF GUADALUPE COUNTY AND A 522.18 ACRE TRACT OF LAND CONVEYED TO LIF IN T-OWNER, LP OF RECORD IN DOCUMENT NUMBER 2014060404206, OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS  
SUBTRACT A 0.0029 - TRACT 3  
A 5.202 OF AN ACRE TRACT OF LAND, BEING OUT OF THE PEDRO SAN MIGUEL SURVEY NO. 256, ABSTRACT 227 OF GUADALUPE COUNTY AND A 522.18 ACRE TRACT OF LAND CONVEYED TO LIF IN T-OWNER, LP OF RECORD IN DOCUMENT NUMBER 2014060404206, OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS  
SUBTRACT A 0.711 OF AN ACRE - TRACT 4  
A 0.711 OF AN ACRE TRACT OF LAND, BEING OUT OF THE PEDRO SAN MIGUEL SURVEY NO. 256, ABSTRACT 227 OF GUADALUPE COUNTY AND A 522.18 ACRE TRACT OF LAND CONVEYED TO LIF IN T-OWNER, LP OF RECORD IN DOCUMENT NUMBER 2014060404206, OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS

TOTAL ACREAGE: 439.57AC.

Line Table			Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L1	175.94	N202° 48' 58.78"W	L22	352.48	S54° 39' 29.60"W	L48	39.32	S17° 23' 35.24"E
L2	40.00	N80° 55' 13.10"E	L23	50.18	S54° 38' 36.27"W	L49	116.94	N77° 03' 21" E
L3	100.77	S59° 18' 13.00"W	L24	49.37	S54° 37' 52.22"W	L50	293.20	N22° 02' 56.04"E
L4	351.71	N30° 52' 22.76"E	L25	274.09	S51° 32' 23.15"W	L56	348.84	N51° 02' 00.00"E
L5	86.82	N80° 32' 59.95"E	L26	16.40	S13° 21' 29.76"E	L57	277.21	N90° 27' 21.06"E
L6	60.70	N30° 31' 03.24"E	L27	34.71	S59° 40' 23.61"W	L61	50.00	S60° 28' 58.56"E
L7	100.68	N59° 28' 31.05"E	L28	41.17	S52° 20' 02.64"E	L62	305.62	N29° 38' 53.41"E
L8	223.23	S21° 57' 28.05"E	L29	130.74	S29° 34' 32.64"E	L74	36.41	N12° 20' 23.40"E
L9	445.47	N81° 29' 14.46"E	L30	103.96	S28° 38' 53.41"E	L75	234.68	S77° 39' 36.67"E
L10	1379.21	N8° 48' 52.24"W	L31	2501.48	S12° 23' 23.40"E	L76	587.84	S63° 05' 48.56"E
L11	1666.73	S71° 52' 56.68"W	L32	50.10	S30° 56' 15.77"E	L77	241.20	S56° 18' 30.63"E
L12	833.40	N81° 07' 03.02"W	L33	12.85	N81° 06' 12.65"E	L78	72.00	N33° 40' 58.56"E
L13	139.96	N69° 32' 31.05"E	L34	32.80	S30° 20' 28.75"E	L79	820.77	N50° 03' 21.81"E
L14	525.05	N13° 10' 12.44"E	L35	353.02	N69° 15' 14.80"E	L80	596.17	N79° 11' 56.56"E
L15	96.10	N80° 10' 33.10"E	L36	60.73	N65° 10' 02.27"E	L81	1168.28	S12° 20' 23.40"E
L16	163.94	S81° 14' 37.04"W	L37	361.64	N42° 48' 24.80"E	L82	298.01	S29° 38' 53.41"E
L17	1118.43	S59° 43' 39.23"W	L40	62.56	N81° 29' 42.00"E			
L18	785.30	N81° 21' 01.23"W	L41	85.62	N21° 56' 38.99"E			
L19	507.39	N52° 13' 41.43"E	L42	42.68	N21° 45' 04.16"E			
L20	36.40	S85° 12' 34.72"E	L46	36.69	N81° 48' 53.33"W			
L21	2131.54	S59° 21' 40.64"W	L47	65.03	N76° 53' 45.71"E			

PROPOSED ZONING FOR ALL PROPERTY WITHIN THE LIMITS OF THIS MASTER DEVELOPMENT IS PLANNED DEVELOPMENT DISTRICT (PDD).

SCHERTZ, TEXAS  
COMAL COUNTY  
GUADALUPE COUNTY

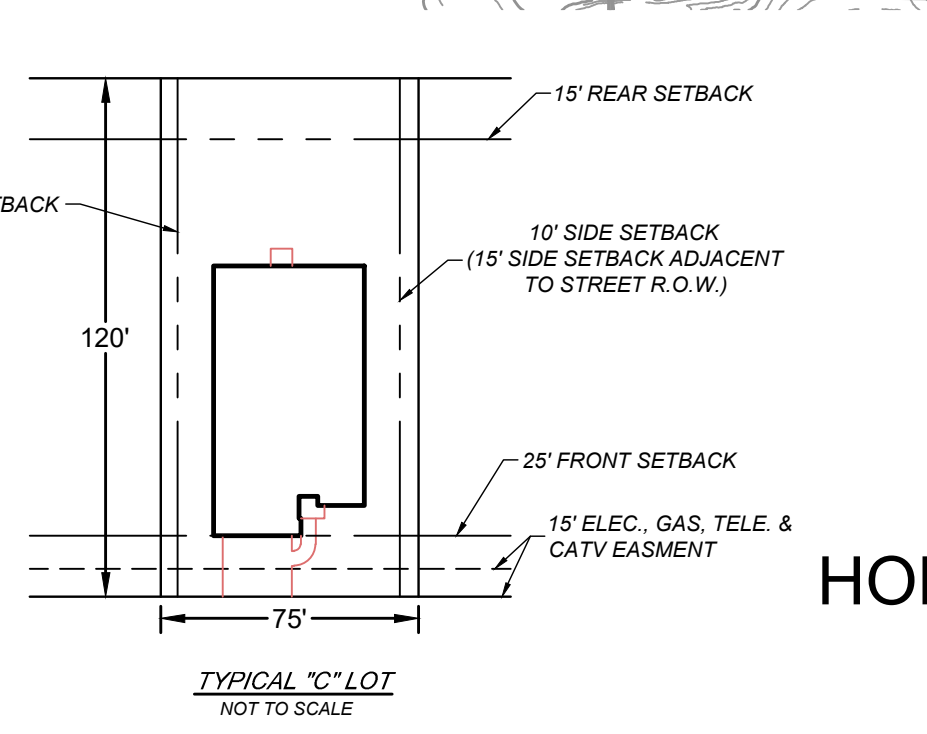
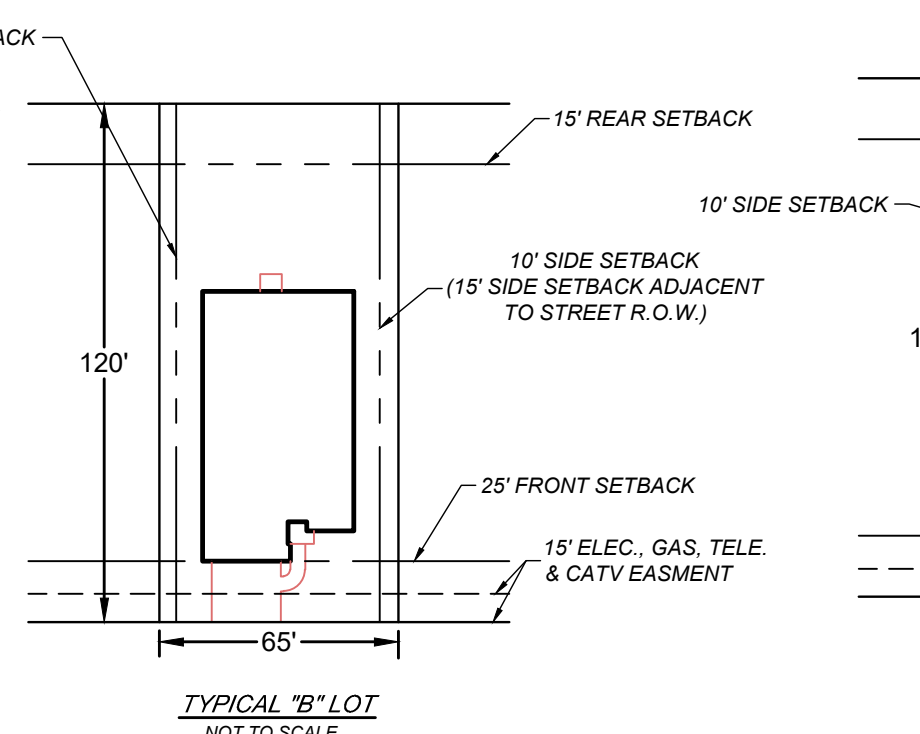
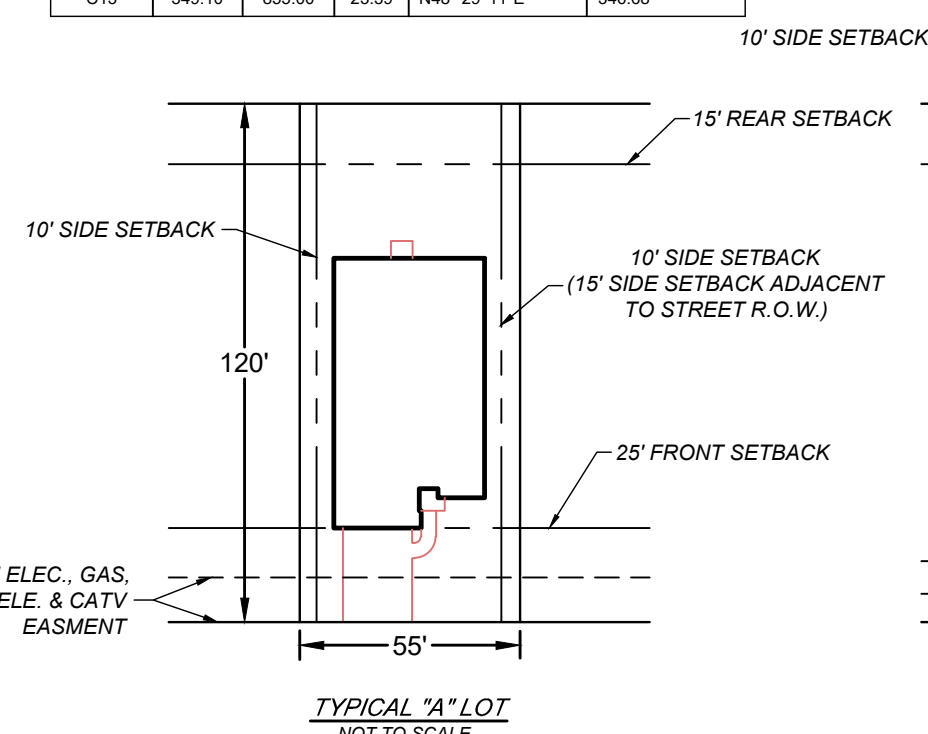
**DATE PREPARED: MAY 2022**

**MALONE★WHEELER**  
SINCE INC 1995

CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

5113 Southwest Pkwy, Suite 260  
Austin, Texas 78735  
Phone: (512) 899-0601 Fax: (512) 899-0655  
Firm Registration No. F-786

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	288.93	1010.00	16.45	N51° 01' 50"E	288.93
C2	304.78	657.21	26.57	N50° 56' 02"E	302.06
C3	103.77	484.00	12.28	N75° 12' 11"E	103.57
C4	25.91	25.00	59.38	N43° 03' 39"E	24.77
C5	100.48	135.00	42.64	N34° 41' 32"E	88.17
C6	28.29	25.00	64.23	N33° 55' 58"E	26.80
C7	27.21	25.00	62.37	S48° 34' 40"E	25.89
C8	95.08	135.00	40.35	S59° 35' 08"E	93.13
C9	61.21	25.00	14.24	S46° 31' 40"E	6.20
C10	513.72	545.00	54.01	N50° 03' 09"E	494.91
C11	319.42	711.24	25.73	N33° 02' 28"E	316.75
C12	135.49	450.00	14.24	N43° 54' 41"E	135.14
C13	349.10	855.00	23.39	N48° 29' 21"E	346.68



LAND USE - DENSITY TABLE												
UNIT	AREA (ACRES)	LAND USE	DWELLING UNITS/LOTS	TYPICAL "A" LOT SIZE (55x120)	TYPICAL "B" LOT SIZE (65x120)	TYPICAL "C" LOT SIZE (75x120)	NON SINGLE FAMILY RESIDENTIAL/ COMMERCIAL AREA (ACRES)	R.O.W. (ACRES)	CITY PARK (ACRES)	DRAINAGE / OPEN SPACE (ACRES)	DENSITY (DWELLING UNITS/ACRE)	PHASING DEVELOPMENT SCHEDULE
UNIT 1A	49.28	ROADWAY /REC-CENTER/ OPEN SPACE	6	NA	6	NA	4.12	7.3	NA	36.63	0.12	
UNIT 1B	22.61	SF-55	97	97	NA	NA	NA	4.53	NA	0.20	4.29	2016
UNIT 2	18.79	SF-55	75	75	NA	NA	NA	3.33	NA	0.23	3.99	2016
UNIT 3A	16.25	SF-65	60	NA	60	NA	NA	3.93	NA	0.00	3.69	2016
UNIT 3B	13.21	SF-65	47	NA	47	NA	NA	3.10	NA	0.29	3.56	2019/2020
UNIT 3C	1.00	SF-65	5	NA	5	NA	NA	0.00	NA	0.00	5.00	2019/2020
UNIT 4	16.94	SF-55	66	66	NA	NA	NA	3.53	NA	0.18	3.90	2019/2020
UNIT 5	32.75	SF-75	54	NA	NA	54	NA	4.00	14.86	0.25	1.65	2021
UNIT 6	5.35	SF-65	23	NA	23	NA	NA	NA	NA	0.33	4.30	2020
UNIT 7A	26.51	SF-55	73	73	NA	NA	NA	10.61	NA	1.67	2.75	2020
UNIT 7B	4.12	TOWNHOME/ MULTI-FAMILY	NA	NA	NA	NA	NA	NA	NA	NA	NA	2023
UNIT 8	39.95	SF-65/ ROADWAY/ DRAINAGE/ OPEN SPACE	77	NA	77	NA	NA	4.22	NA	18.82	1.93	2020
UNIT 9	16.80	SF-75	49	NA	NA	49	NA	4.76	NA	0.51	2.92	2020
UNIT 10	13.93	SF-55	55	55	NA	NA	NA	2.69	NA	0.21	3.95	2020
UNIT 11	21.60	SF-75	62	NA	NA	62	NA	5.46	NA	0.35	2.87	2023
UNIT 12-NotUsed	0.00	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
UNIT 13	11.01	TOWNHOME/ MULTI-FAMILY	NA	NA	NA	NA	NA	NA	NA	1.02	NA	2023
UNIT 14	43.48	TOWNHOME / MULTI-FAMILY AND/OR COMMERCIAL/ CITY OF SCHERTZ UTILITY	NA	NA	NA	NA	43.48	TBD	NA	NA	NA	2026
UNIT 15	68.28	COMMERCIAL	NA	NA	NA	NA	68.28	TBD	NA	NA	NA	2027
UNIT 16	9.61	COMMERCIAL	NA	NA	NA	NA	9.61	TBD	NA	NA	NA	2028
UNIT 17	3.63	COMMERCIAL	NA	NA	NA	NA	3.63	1.12	NA	NA	NA	2029
UNIT 18	4.47	TOWNHOME/ MULTI-FAMILY	NA	NA	NA	NA	4.47	TBD	NA	NA	NA	2030
TOTAL	439.57		749	366	218	165	133.59	58.58	14.86	60.69	2.54	

\* TOTAL NUMBER OF ENTITLED RESIDENTIAL LOTS WITH THIS MDP IS 750 LOTS



Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for PLPDD20220054

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

NAME: Ruby F. Schwab SIGNATURE Ruby F. Schwab  
(PLEASE PRINT)

STREET ADDRESS: 1288 N. Business Ih 35 New Braunfels TX 78131

DATE: 8-19-2022

3238

1400 Schertz Parkway



Schertz, Texas 78154



210.619.1000



[schertz.com](http://schertz.com)

## NOTICE OF PUBLIC HEARING

August 12, 2022

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, August 24, 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:

**PLPDD20220054** – A request to rezone approximately 20 acres of land to Planned Development District (PDD), the properties, a portion of Parcel ID 67955, approximately 4.2 acres of land, generally located southeast of Archer Pass and Winkler Trail, a portion of Parcel ID 67955, approximately 4.5 acres of land, generally located 1,100 feet southeast of Archer Pass and Winkler Trail, and a portion of Parcel ID 112888, approximately 11 acres of land, generally located 2,900 feet southeast of the intersection of Homestead Parkway and Hartley Square, City of Schertz, Guadalupe County, Texas.

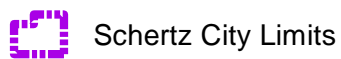
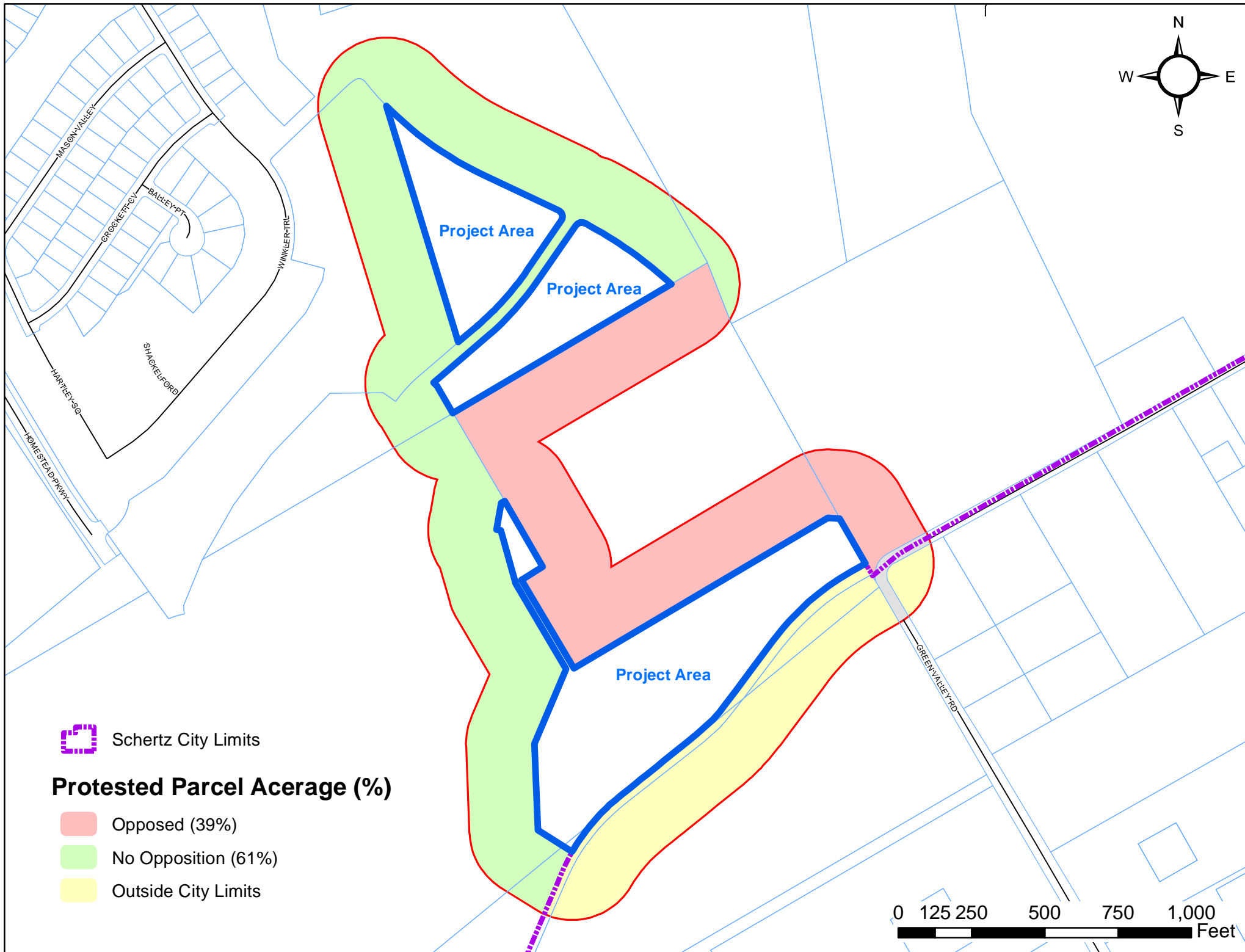
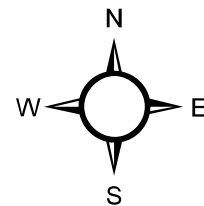
The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to [mharrison@schertz.com](mailto:mharrison@schertz.com). If you have any questions, please feel free to call Megan Harrison, Planner directly at (210) 619-1781.

Sincerely,

Megan Harrison  
Planner




## Reply Form

I am: ☒ in favor of ☐ opposed ☐ neutral to the request for PLPDD20220054COMMENTS: **I'm against this idea of fourplexs it's practically apartments ar  
they are lower income . I paid a lot to live in this area**NAME: **Chad Cagle**  
(PLEASE PRINT)SIGNATURE STREET ADDRESS: **5112 storm king schertz tx**DATE: **8/19/22**



Schertz City Limits

### Protested Parcel Acentage (%)

-  Opposed (39%)
-  No Opposition (61%)
-  Outside City Limits

0 125 250 500 750 1,000 Feet



**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** October 11, 2022  
**Department:** Executive Team  
**Subject:** Resolution No. 22-R-119 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing a Cooperation Agreement with the Texas Home Collaborative. (M. Browne/B. James)

---

**BACKGROUND**

The NRP Group, the developer of a proposed tax credit apartment complex on approximately 15 acres on FM 1518 approximately 2,200 feet southeast of the intersection of FM 1518 and Lower Seguin Road is requesting the City of Schertz enter into a collaboration agreement with the Texas Home Collaborative. The NRP Group is partnering with the Schertz Housing Authority on the development of this project. The NRP Group is proposing to also partner with the Texas Home Collaborative, a non-profit public facility corporation sponsored by the Housing Authority of the City of Texarkana, Texas to issue bonds associated with the applied for 4% tax credits.

Since the project is located in the City of Schertz, the Texas Home Collaborative is seeking to enter into a cooperation agreement with the City of Schertz, as referenced under Sections 392.017(b) and 392.059 of the Texas Local Government Code. The Schertz Housing Authority has already found the need to enter into a cooperation agreement with the Texas Home Collaborative based on their finding of need.

**GOAL**

Acknowledge that the City, while supportive of the creation of affordable housing, is not opposed to another entity issuing bonds to support projects being developed in Schertz.

**COMMUNITY BENEFIT**

Provides for the development of affordable housing within Schertz, but without financial risk to the City.

**SUMMARY OF RECOMMENDED ACTION**

Approval of this agreement.

**FISCAL IMPACT**

None

**RECOMMENDATION**

Approval of Resolution 22-R-119.

---

**Attachments**

Res 22 R 119  
Cooperation Agreement

---

## **RESOLUTION NO. 22-R-119**

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHROZING A COOPERATION AGREEMENT WITH THE TEXAS HOME COLLABORATIVE, AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, The NRP Group has proposed a development for affordable rental housing named 1518 Apartments Ltd., in the city of Schertz, Texas; and

WHEREAS, the City desires to promote, maintain, and provide safe, sanitary, and affordable housing for low to moderate-income citizens of the City of Schertz; and

WHEREAS, the Schertz Housing Authority has found the need to enter into a Cooperation Agreement with the Texas Home Collaborative; and

WHEREAS, the Schertz Housing Authority's mission is to provide safe, sanitary and affordable housing for eligible residents and desires to support the development and operation of affordable housing through Corporation, its affiliate entity, a public housing authority sponsored public facility corporation, in communities across the state of Texas; and

WHEREAS, Chapter 791 of Texas Local Government Code allows the City and the Schertz Housing Authority to enter into interlocal agreements in order to increase the efficiency and effectiveness of local governments; and

WHEREAS, Section 392.059 of the Texas Local Government Code states that authorities may cooperate with a municipality in providing housing for persons of low income within the boundaries of the cooperating political subdivision; and,

WHEREAS, the City has a need for and desires to increase the supply of quality affordable housing for the benefit of its current and future residents; and

WHEREAS, the Texas Home Collaborative has identified The NRP Group to act as its developer partner to construct a multifamily development more commonly known as 1518 Apartments; and

WHEREAS, The NRP Group has advised it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2022 Competitive 4% Bonds for 1518 Apartments, Ltd.; and

WHEREAS, the City of Schertz finds the need for such affordable housing for citizens within the City's boundaries and supports the 1518 Apartments Ltd. tax credit application; and

WHEREAS, this City of Schertz does not desire to issue bonds required in conjunction with the award of the 4% low income housing tax credits; and

WHEREAS, the Texas Home Collaborative, a non-profit public facility corporation sponsored by the Housing Authority of the City of Texarkana, Texas, has requested the consent of the City to issue said debt.

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

Section 1. The City Council hereby authorizes the City to enter into a collaboration agreement 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 11<sup>th</sup> day of October 2022

CITY OF SCHERTZ, TEXAS

---

Ralph Gutierrez, Mayor

ATTEST:

---

Brenda Dennis, City Secretary

(CITY SEAL)

**Exhibit “A”**

**Cooperation Agreement**

**COOPERATION AGREEMENT  
BETWEEN  
THE CITY OF SCHERTZ, TEXAS AND  
TEXAS HOME COLLABORATIVE**

This Agreement (“**Agreement**”) is made and entered into by and between the City of Schertz, Texas (the “**City**”) a political subdivision of the State of Texas, and Texas Home Collaborative, a non-profit public facility corporation (“**Corporation**”) sponsored by the Housing Authority of the City of Texarkana, Texas (the “**Authority**”), a public housing authority organized under Chapter 392 of the Texas Local Government Code.

**WHEREAS**, the City desires to promote, maintain, and provide safe, sanitary, and affordable housing for low to moderate-income citizens of the City of Schertz; and

**WHEREAS**, the Schertz Housing has found the need to enter into a Cooperation Agreement with the Texas Home Collaborative; and

**WHEREAS**, the Authority’s mission is to provide safe, sanitary and affordable housing for eligible residents and desires to support the development and operation of affordable housing through Corporation, its affiliate entity, a public housing authority sponsored public facility corporation, in communities across the state of Texas; and

**WHEREAS**, Chapter 791 of Texas Local Government Code allows City and the Authority to enter into interlocal agreements in order to increase the efficiency and effectiveness of local governments; and

**WHEREAS**, Section 392.059 of the Texas Local Government Code states that authorities may cooperate with a municipality in providing housing for persons of low income within the boundaries of the cooperating political subdivision; and,

**WHEREAS**, the City has a need for and desires to increase its supply of quality affordable housing for the benefit of its current and future residents; and

**WHEREAS**, the Corporation has identified The NRP Group (“**Developer**”) to act as its developer partner to construct a multifamily development more commonly known as 1518 Apartments (the “**Project**”); and

**NOW THEREFORE**, the City and the Corporation (collectively, the “**Parties**”) agree as follows:

**Section 1: Purpose and Objective.** The Parties agree that the purpose of this Agreement is to facilitate collaboration and coordination between the Parties in the development of the Project to be constructed and operated within the territorial limits of the City for the purpose of providing quality, safe, and affordable housing to low and moderate income residents of the City; provided, however, that this Agreement does not amend or otherwise affect any development agreement related to the Property to which the City is a party.

**Section 2: Role of the Corporation.** The responsibilities of the Corporation under this

Agreement shall include the following:

- (a) Corporation shall coordinate with the City to provide requested briefings to the City Council and City staff, as appropriate.
- (b) Corporation shall work with the developer to prepare and submit an application to the Texas Department of Housing and Community Affairs (“**TDHCA**”) for an allocation of 4% Low Income Housing Tax Credits (“**4% Credits**”) to support the Project.
- (c) Corporation shall serve as the issuer of any bonds required in conjunction with the award of the 4% Credits.

**Section 3: Role of the City.** The City’s responsibility under this Agreement shall include the following:

- (a) City staff shall cooperate with the Corporation and shall participate in briefings to the City Council upon the Corporation’s request.
- (b) The City agrees to supply the Project with the same degree of public services that it supplies to other similar development within the City.

**Section 4: Term.**

Agreement Term. This Agreement shall be effective upon execution by the last party whose signature renders this Agreement fully executed. Unless otherwise terminated in accordance with this Agreement, the term of this Agreement (“**Agreement Term**”) shall continue throughout the life of the Project (the life of the Project shall be considered to have expired if the multifamily housing operation completely ceases for a period of at least 365 consecutive days).

**Section 6: Representations and Warranties.**

6.1. The Corporation hereby unconditionally warrants and represents to the City as follows:

- (a) It has the legal and financial capacity to assume responsibility for compliance with all applicable laws, regulations, rules, programs and agreements and to enter into this Agreement and to perform all of the undertakings set forth herein. In connection with the Project, the Corporation will comply with all legal requirements required to be met, including but not limited to the following: (i) any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates or ordinances of any governmental authority in any way applicable to the Authority or the Project, including, without limitation, the ownership, use, construction, occupancy, possession, operation, maintenance, alteration, repair or reconstruction thereof, (ii) any and all covenants, conditions, and restrictions contained in any deed or other form of conveyance or in any other instrument of any nature that relate in any way or are applicable or to the ownership, use, construction, occupancy, possession, operation,

maintenance, alteration, repair or reconstruction thereof, (iii) the Corporation's presently or subsequently effective bylaws and articles of incorporation or partnership, limited partnership, joint venture, trust or other form of business association agreement, (iv) any and all terms, provisions and conditions of any commitment which are to be performed or observed by the Corporation, (v) any and all leases and other contracts (written or oral) of any nature that relate in any way to the Project and to which the Corporation may be bound and (vi) all applicable restrictive covenants, zoning ordinances, subdivision and building codes, or if no local building codes are in place, then the most recent version of the International Building Code, flood disaster laws, applicable health and environmental laws and regulations and all other ordinances, orders or requirements issued by any state, federal or municipal authorities having or claiming jurisdiction over the Project.

(b) It is a duly organized and validly existing legal entity under the laws of the State of Texas.

(c) The Corporation is not a party to any contract or agreement or subject to any charter or other legal restriction of any kind which materially and adversely affects the business, property or assets, or the condition, financial or otherwise, of the Authority. Neither the execution and delivery of this Agreement, nor compliance with the terms, conditions and provisions hereof, will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under any law or any regulation, order or decree of any court or governmental agency, or any indenture or other agreement or instrument to which the Corporation is subject, or will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Corporation pursuant to the terms of any such indenture or agreement or instrument, and will not require the approval of any federal regulatory body or of any state or local commission or authority having jurisdiction with respect thereto, unless such approval has been obtained and is in full force and effect on the date hereof.

(d) There is no action, proceeding or investigation now pending before any court or any governmental department or agency nor any basis therefor, known or believed to exist which: (i) questions the validity of this Agreement or any action or act taken or to be taken by the Corporation pursuant to this Agreement, or (ii) is likely to result in a material adverse change in the authority, property, assets, liabilities or condition of the Corporation which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.

**Section 7: Notices.** All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the Corporation at the following address:

Antonio D. Williams, Secretary & CEO  
Village Communities Development Corporation  
1611 N. Robison Road  
Texarkana, Texas 75501  
E-mail: [awilliams@texarkanaha.org](mailto:awilliams@texarkanaha.org)

with a copy to:



Barry J. Palmer  
Coats Rose, P.C.  
9 Greenway Plaza #1000  
Houston, Texas 77046  
E-mail: bpalmer@coatsrose.com

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested to the City at the following address:

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

with a copy to:  
Denton Navarro Rocha Bernal & Zech, P.C.  
2517 N. Main Avenue  
San Antonio, Texas 78212  
Attention: T. Daniel Santee

Notice will be considered given and completed upon actual receipt of the notice by the receiving party. Either party may change its designated address for notice purposes upon ten (10) days' prior written notice to the other party.

**SECTION 8. Cooperation and Compliance.** The parties hereto agree to cooperate with each other and provide all necessary documentation, certificates and consents and to take all necessary action in order to satisfy the terms and conditions hereof in accordance with the applicable laws, regulations and agreements relating thereto.

**SECTION 9. Miscellaneous.**

9.1 Waivers. No delay or omission by either party to insist upon the strict performance of any of the other party's obligations under this Agreement or to exercise any right or remedy available hereunder shall impair any such right or remedy or constitute a waiver thereof in the event of any subsequent occasion giving rise to such right or availability or remedy or obligation, whether of a similar or dissimilar nature.

9.2 Assignment and Successors. No party to this Agreement will make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party. The terms, covenants, agreements, provisions, and conditions contained herein shall bind and inure to the benefit of the parties hereto, their successors and assigns and shall not bestow any rights upon any third party.

9.3 Applicable Laws, Interpretation and Governing Law. In addition to the matters specifically set forth herein, this Agreement is subject to all laws, rules, orders and regulations of the United States of America, the State of Texas, and the City of Schertz. This Agreement shall

not be construed against the party who prepared it but shall be construed as though prepared by both parties. This Agreement shall be construed, interpreted, and governed by the laws of the State of Texas, and with respect to any dispute hereunder, jurisdiction and venue shall lie with the courts of Collin County, Texas. Should any party hereto retain counsel for the purpose of litigation to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all reasonable costs and expenses incurred thereby, including, but not limited to, reasonable attorneys' fees and costs incurred by such prevailing party.

9.4 Final Agreement. This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by a writing signed or authorized by or on behalf of the party to be bound thereby.

9.5 Approvals. Any approvals required from the parties in connection with this Agreement shall not be unreasonably withheld, conditioned or delayed.

9.6 Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such term or provision shall be deemed severed from this Agreement and the remaining parts shall continue in full force as though such invalid or unenforceable term or provision had not been part of this Agreement.

9.7 Headings. The Section and Subsection entitlements hereof are inserted for convenience of reference only and in no way shall alter, modify or define, or be used in construing, the text of such Sections and Subsections.

9.8 Counterparts. This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

9.9 Further Assurances. Each party shall execute such other and further documents as may be reasonably necessary or proper for the consummation of the transactions contemplated by this Agreement.

9.10 Parties Bound. No officer, director, shareholder, employee, agent, or other person authorized to act for and on behalf of either party shall be personally liable for any obligation, express or implied, hereunder.

**[SIGNATURE PAGE TO FOLLOW]**

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

**TEXAS HOME COLLABORATIVE**

a Texas non-profit public facility corporation

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

Antonio D. Williams

Secretary & CEO

**CITY OF SCHERTZ, TEXAS**

a Texas municipal corporation

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

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

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

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** October 11, 2022  
**Department:** Executive Team  
**Subject:** Resolution No. 22-R-99 - Consideration and/or action to approve Resolution 22-R-99 updating the fee schedule for FY 2022-23 to waive certain fees within the Main Street Empowerment Zone. (M. Browne/B. James)

---

**BACKGROUND**

At the request of Council, on June 28, 2022, staff provided an update on the Main Street Incentive efforts including fee waivers. In particular were a few fees that are not currently being waived - tap and street cut, tree mitigation and impact fees. Staff recommended that Council create a Neighborhood Empowerment Zone per Chapter 378 of the Local Government Code for the Main Street area as part of this effort. Neighborhood Empowerment Zones are a tool to create affordable housing, including manufactured housing, increase economic development in the zone, increase the quality of social services, education, or public safety provided to residents of the zone, and aid in the rehabilitation of affordable housing in the zone. In the case of Main Street the primary focus would be on increasing economic development. It does this by authorizing the City to waive or adopt fees related to the construction of buildings in the zone, including fees related to the inspection of buildings and impact fees, enter into agreements, for a period of not more than 10 years, for the purpose of benefiting the zone, for refunds of municipal sales tax on sales made in the zone, enter into agreements abating municipal property taxes on property in the zone subject to the duration limits of Section 312.204, Tax Code, and set baseline performance standards, such as the Energy Star Program as developed by the Department of Energy, to encourage the use of alternative building materials that address concerns relating to the environment or to the building costs, maintenance, or energy consumption.

At the August 23, 2022 Meeting, City Council approved Resolution 22-R-81 creating the Schertz Main Street Empowerment Zone.

Staff is now seeking approval of the fee waivers discussed in June. To be clear these fee waivers only apply to City fees not those charged by SSLGC or CCMA and collected by the City.

**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**

Approval of the proposed fee waivers.

**FISCAL IMPACT**

Waiving the tree mitigation, street cut or tap fee, and clearing and grading fee will have a nominal impact as the fees are fairly low or rarely charged on Main Street. The Impact fees amounts waiver are harder to estimate. Less than \$10,000 is collected annually for redevelopment projects. For a new development these fee could be around \$25,000, but again there has been little to no new development in the past 10 years on Main Street. As noted above the City cannot waive fees charged by CCMA and SSLGC (the City collects these fees on their behalf).

**RECOMMENDATION**

Approval of Resolution 22-R-99.

---

---

**Attachments**

Res 22 R 99 Main Street Fee Waivers

FY 22-23 Fee Schedule

---

---

## **RESOLUTION NO. 22-R-99**

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS UPDATING THE FEE SCHEDULE FOR FY 2022-23 TO WAIVE CERTAIN FEES WITHIN THE MAIN STREET EMPOWERMENT ZONE, AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City of Schertz (the “City”) has established by ordinances and resolutions for fees for licenses, permits, and services provided by the City; and

WHEREAS, due to the need for periodic modification of said fees and for the purposes of efficiency, the City Council desires to adopt future fee changes by resolution rather than by ordinance; and

WHEREAS, the City of Schertz has created the Schertz Main Street Area Neighborhood Empowerment Zone; and

WHEREAS, goals of the Schertz Main Street Area Neighborhood Empowerment Zone include promoting affordable housing and increasing economic development; and

WHEREAS, power of an empowerment zone include waiving city fees related to the construction of buildings, including impact fees within the zone; and

WHEREAS, the City Council desires to waiver City capital recovery fees for water, sewer and roadway; tap and street cut fees; and tree mitigation fees; and

WHEREAS, the Schedule of Fees attached as Exhibit A reflects revisions to certain fees, a restatement of certain fees not revised, and a consolidation of all such fees; and

WHEREAS, the City Council has determined that it is in the best interest of the City to update the fee schedule.

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

Section 1. The City Council amends the FY 2022-23 Fee Schedule to waive the Tree Mitigation Fee, the Grading and Clearing Permit Fee, the City’s Capital Recovery Fee, the City’s Sewer Collection Impact Fee, the Roadway Impact Fee, and the Tie Into a Manhole or Street Cut Fee 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 11<sup>th</sup> day of October 2022.

CITY OF SCHERTZ, TEXAS

---

Ralph Gutierrez, Mayor

ATTEST:

---

Brenda Dennis, City Secretary

(CITY SEAL)

**EXHIBIT A: FY 2022/23 Fee Schedule with New Main Street Fee Waivers Highlighted in Red**



## City of Schertz



## Schedule of Fees

Effective October 11, 2022

**City of Schertz  
Schedule of Fees**

<b>City Secretary</b>		<b>2022-23</b>
	Candidate Filing Fee	\$ 25.00
<b>Codes</b>	<b>Licenses</b>	
P	Package Store Permit	\$ 250.00
BG	Wine and Malt Beverage Retailer's Permit - Bexar County	\$ 500.00
BG	Wine and Malt Beverage Retailer's Permit - Bexar County Renewal	\$ 375.00
BG	Wine and Malt Beverage Retailer's Permit - All Other Counties	\$ 87.50
BQ	Wine and Malt Beverage Retailer's Off Premises Permit	\$ 30.00
BE	(Malt Beverage) Retail Dealer's On-Premise License - Bexar County	\$ 500.00
BE	(Malt Beverage) Retail Dealer's On-Premise License - Bexar County Renewal	\$ 375.00
BE	(Malt Beverage) Retail Dealer's On-Premise License - All Other Counties	\$ 75.00
Q	Wine-Only Package Store Permit	\$ 37.50
MB	Mixed Beverage Permit	\$ 375.00
W	Wholesaler's Permit	\$ 937.50
BC	Branch's Distributor's License	\$ 37.50
BF	(Malt Beverage) Retail Dealer's Off-Premise License	\$ 30.00
LP	Local Distributor's Permit	\$ 50.00
G	Winery Permit	\$ 37.50

**City of Schertz  
Schedule of Fees**

<b>All Departments</b>	<b>2022-23</b>
<b>Records Requests</b>	
Standard paper copy, per page (front and back is 2 pages)	\$ 0.10
Nonstandard-size copy:	
Oversize paper copy (11" X 17")	\$ 0.50
Specialty paper (Mylar, blueprint, blue line, map, photographic)	Actual
Certified Copy- Each Certification	\$ 5.00
Diskette	\$ 1.00
Magnetic tape - actual cost	Actual
Data cartridge -actual cost	Actual
Tape cartridge - actual cost	Actual
Rewritable CD (CD-RW)	\$ 1.00
Non-rewritable CD (CD-R)	\$ 1.00
Digital video disc (DVD)	\$ 3.00
JAZ drive - actual cost	Actual
Other electronic media - actual cost	Actual
Miscellaneous supplies - actual cost	Actual
Postage and shipping charge actual cost	Actual
Photographs - actual cost	Actual
Maps - actual cost	Actual
Labor charge:	
For locating, compiling, and reproducing, per hour (if documents are NOT located in the immediate area and over 50 pages)	\$ 15.00
Overhead charge - % of labor charge	20%
Remote document retrieval charge	Actual
<b>No Sales Tax</b> shall be applied to copies of public information.	
<b>Notary Fees</b>	
Acknowledgement, Certified Copies, Jurat's, Oaths and Affirmation	\$ 6.00
Protests- Per Document	\$ 5.00
<b>Convenience Fees</b>	
Credit Card Payment Over Phone	\$ 1.00
Return Check Fee	\$ 25.00

**City of Schertz  
Schedule of Fees**

<b>Library</b>	<b>2022-23</b>
Non-Resident user fee- Library Card	\$ 15.00
Meeting Room Fee- Non-Schertz residents, 4 hours	\$ 50.00
Meeting Room Fee- After hour fee, per hour	\$ 25.00
Meeting Room Cleaning Fee (Spot Cleaning)	\$ 50.00
Meeting Room Cleaning Fee (Whole Room)	Actual
Additional Fee for After Hours Cleaning, per hour	\$ 25.00
<b>Inter-Library Loans Materials (ILL Materials)</b>	
Lost or damaged ILL items - Cost of item as billed by the lending library (may include additional fines or fees assessed by the lending library)	Actual
Inter-Library Loan items per day (3 day grace period)	\$ 1.00
Max overdue amount per ILL item	\$ 5.00
Return Postage Fee--for ILL items never picked up by customer after arrival	\$ 3.00
<b>Overdue Fines (3 day grace period)</b>	
All Items per day (except ILL items)	\$ 0.25
Max amount that can be charged	\$ 1.00
Replacement Library Card	\$ 1.00
Copier, per standard page (2-sided copies are the same as 2 pages; oversized copies are the same as 2 pages)	
Black and White	\$ 0.15
Color	\$ 0.50
Printing, per standard page (2-sided copies are the same as 2 pages; oversized copies are the same as 2 pages)	
Black and White	\$ 0.15
Color	\$ 0.50
Outgoing Fax, 1st page	\$ 1.00
Per each succeeding page	\$ 0.25
<b>Lost &amp; Damaged Materials - Cost of item</b>	
plus a processing fee	\$ 5.00
Damaged DVD Case or Video Case	\$ 1.00
Damaged or Missing Barcode	\$ 1.00
Damaged or Missing RFID Tag	\$ 1.00
Damaged or Missing DVD/Video Cover (if replaceable) plus processing fee	\$ 3.00
Toddler Tote Bag	\$ 2.50
Juvenile Audiobook Bag	\$ 5.00
Materials Recovery Fee (per account sent to collections)	\$ 10.00

Note: If an item is lost and paid for, any overdue fines assessed against the item are waived. If part of an item is lost, the item as a whole is considered lost and the full cost of the item is charged to the patron. Again, any overdue fines assessed against the item are waived if the item is paid for. Refunds for items that were paid for and subsequently found and returned to the library are available for up to 60 days after payment and require the original receipt. Processing fees are non-refundable. No refunds will be given after 60 days.

**City of Schertz  
Schedule of Fees**

<b>Schertz Magazine</b>	<b>2022-23</b>
-------------------------	----------------

**Display Ads:**

Eighth Page for 6 mo., per month	\$ 325.00
Eighth Page for 12 mo., per month	\$ 300.00
Quarter Page for 6 mo., per month	\$ 600.00
Quarter Page for 12 mo., per month	\$ 450.00
Half Page for 6 mo., per month	\$ 1,100.00
Half Page for 12 mo., per month	\$ 775.00
Full Page for 6 mo., per month	\$ 1,650.00
Full Page for 12 mo., per month	\$ 1,325.00
Special placement fee	\$ 100.00
Artwork ownership fee	\$ 95.00

**Premium Placement:**

Back Cover for 6 mo., per month	\$ 2,000.00
Back Cover for 12 mo., per month	\$ 1,650.00

Churches, governmental entities, 501 (c) 3 and civic groups who provide a service to the residents of Schertz will receive a 25% discount on the above facility rental rates.

**City of Schertz  
Schedule of Fees**

<b>Event Facilities</b>	<b>2022-23</b>
<b>Vendor/Ancillary Fees</b>	
Kitchen Fee, per person	
Kitchen/F&B Fee, Ballroom	\$ 300.00
Kitchen/F&B Fee, Bluebonnet Room	\$ 100.00
Early Open Fee (one hour only)	\$ 200.00
Late Fee	\$ 200.00
Ice, one bin (80lbs)	\$ 15.00
Ice, unlimited	\$ 25.00
Beverage Service (for 50 people)	\$ 50.00
Beverage Linen per table	\$ 6.00
Cancellation Fee	\$ 50.00
Portable Bar (includes 5 cocktail tables)	\$ 200.00
Cocktail Tables (up to 5)	\$ 50.00
Uplighting, per light	\$ 15.00
Uplighting package, 10 lights	\$ 100.00
Pipe for Back Drop	\$ 25.00
Drape per linear ft.	\$ 2.00
Cleaning Fee	\$ 150.00
Beverage Tub	\$ 75.00
Private Suite	\$ 150.00
 <b>Discount/Special Rates</b>	
Frequent Renters 25% discount (Must rent at least 12 times calendar year)	
Multiple Day Renters 25% discount (Must rent two or more consecutive days)	
Day before setup - 50% of regular room rate (only in ballroom or entire Civic Center)	
Non-Profits 25% discount - rent only	
All comp'd requests will require approval from City Manager	
 H.O.A. Meeting Fee	\$ 100.00
Funeral Reception Only in Bluebonnet Hall/Community Centers 3 hr maximum	\$ 100.00
Gym Use Fee (Community Center/per hour)	\$ 25.00
 <b>Facility Security</b>	
Security Coordination Fee	\$ 15.00
Regular- per officer, per hour (4 hour minimum)	\$ 40.00
Holiday- per officer, per hour (4 hour minimum)	\$ 50.00
 <b>Civic Center - Grand Ballroom- (7,198 sq. ft)</b>	
<b>Regular Rentals (room only)</b>	
Sunday, Full day	\$ 925.00
Monday - Thursday, Full day	\$ 600.00
Monday - Thursday, Half day	\$ 375.00
Friday, Full Day (half day not available)	\$ 925.00
Saturday, Full day (half day not available)	\$ 1,975.00
Small Stage	\$ 200.00
Dance Floor	\$ 200.00
Damage/Cancellation Deposit	\$ 500.00
Audio/Visual Services (upgraded)	\$ 175.00
Additional time, per hour	\$ 50.00
Audio/Visual Panel Access (for 2 screens/projectors)	\$ 100.00
 <b>Banquet Package - includes hall and kitchen rental, easel, tables/chairs, dance floor, AV panel access, ice, private suite, portable bar, cocktail tables, uplighting package, beverage tub:</b>	
Friday/Sunday, Full Day (half day not available)	\$ 2,025.00
Saturday, Full day (half day not available)	\$ 3,000.00
 <b>Civic Center Cut-Off Hall (Larger portion of Ballroom - (4,172 sq ft)</b>	
<b>Regular Rentals</b>	
Sunday, Full day	\$ 700.00
Monday - Thursday, Full day	\$ 425.00
Monday - Thursday, Half day	\$ 250.00

**City of Schertz  
Schedule of Fees**

<b>Event Facilities</b>	<b>2022-23</b>
Friday, Full Day (half day not available)	\$ 700.00
Saturday, Full day (half day not available)	\$ 1,550.00
Small Stage - move to only one stage	\$ 200.00
Dance Floor	\$ 200.00
Audiovisual Services (upgraded)	\$ 175.00
Additional time, per hour	\$ 50.00
Audio/Visual Panel Access (for 2 screens/projectors)	\$ 100.00
Damage/Cancellation Deposit	\$ 500.00
 <b>Banquet Package - includes hall and kitchen rental, easel, tables/chairs, dance floor, AV panel access, ice, private suite, portable bar, cocktail tables, uplighting package, beverage tub:</b>	
Friday/Sunday, Full day (half day not available)	\$ 1,725.00
Saturday, Full day (half day not available)	\$ 2,575.00
 <b>Civic Center Conference Hall (Smaller portion of Ballroom - (3,026 sq ft)</b>	
<b>Regular Rentals</b>	
Friday/Sunday, Full day	\$ 400.00
Monday - Thursday, Full day	\$ 250.00
Monday - Thursday, Half day	\$ 175.00
Audio/Visual Panel Access (for 2 screens/projectors)	\$ 100.00
Damage/Cancellation Deposit	\$ 200.00
 <b>Civic Center - Bluebonnet Hall- (2,500 sq ft)</b>	
<b>Regular Rentals</b>	
Friday/Sunday, Full day	\$ 450.00
Friday/Sunday, Half day	\$ 225.00
Monday - Thursday, Full day	\$ 275.00
Monday - Thursday, Half day	\$ 150.00
Saturday, Full day (half day not available)	\$ 775.00
Audio/Visual Panel Access (for 2 screens/projectors)	\$ 100.00
Damage/Cancellation Deposit	\$ 200.00
 <b>Banquet Package - includes hall rental, kitchen, tables/chairs, AV panel access, ice, uplights, portable bar:</b>	
Friday/Sunday, Full day	\$ 925.00
Friday/Sunday, Half day	\$ 700.00
Saturday, Full day (half day not available)	\$ 1,250.00
 <b>Community Center North- 3501 Morning Dr- (2,006 sq ft)</b>	
Sunday - Thursday per hour, 2 hour minimum	\$ 25.00
Friday - Saturday per hour, 4 hour minimum	\$ 50.00
Daily Maximum (up to 12 hours)	\$ 375.00
Damage/Cancellation Deposit	\$ 200.00
 <b>Community Center Central (2,940 sq ft)</b>	
Sunday - Thursday per hour, 2 hour minimum	\$ 50.00
Friday - Saturday per hour, 4 hour minimum	\$ 75.00
Daily Maximum (up to 12 hours)	\$ 475.00
Projector/Screen/Microphone	\$ 50.00
Damage/Cancellation Deposit	\$ 200.00

Churches, governmental entities, 501 (c) 3 and civic groups who provide a service to the residents of Schertz will receive a 25% discount on the above facility rental rates.

**City of Schertz  
Schedule of Fees**

<b>Event Fee</b>	<b>2022-23</b>
<b>Daddy Daughter/Mother Son Dances</b>	
Adult	\$ 18.00
Child (17 and under)	\$ 12.00
 <b>Kick Cancer 1k/5k</b>	
1K Kids Run	\$ 10.00
5K Timed Run/Walk	\$ 35.00
Signs of Love	\$ 20.00
 <b>Movin on Main</b>	
Vendor Fee	\$ 100.00
Non-Profit Vendor Fee	\$ 50.00
 <b>Jubilee</b>	
Food Vendor	\$ 300.00
Carnival	\$ 6,000.00
Craft Vendor	\$ 50.00
Business Parade Entry	\$ 50.00
 <b>Kickball</b>	
Individual	\$ 25.00
Late Fee Per Individual	\$ 10.00
 <b>Cornhole League</b>	
Individual	\$ 25.00
Late Fee Per Individual	\$ 10.00
 <b>Holidazzle</b>	
Food Vendor	\$ 50.00
Craft Vendor	\$ 50.00
Business Parade Entry	\$ 15.00
Breakfast with Santa	\$ 10.00
 <b>New Years Eve Masquerade</b>	
Food Vendor	\$ 50.00



**City of Schertz  
Schedule of Fees**

<b>Parks and Recreation</b>	<b>2022-23</b>
<b>Small Pavilion (Resident)</b>	
Weekday Full Day (Mon-Thur)	\$ 42.50
Weekend Half Day (Fri-Sun)	\$ 55.00
Weekend Full Day (Fri-Sun)	\$ 85.00
<b>Small Pavilion (Non-Resident)</b>	
Weekday Full Day (Mon-Thur)	\$ 67.50
Weekend Half Day (Fri-Sun)	\$ 90.00
Weekend Full Day (Fri-Sun)	\$ 135.00
<b>Large Pavilion (Resident)</b>	
Weekday without facilities (Mon-Thur)	\$ 50.00
Weekday with facilities (Mon-Thur)	\$ 100.00
Weekend without facilities (Fri-Sun)	\$ 100.00
Weekend with facilities (Fri-Sun)	\$ 200.00
<b>Large Pavilion (Non-Resident)</b>	
Weekday without facilities (Mon-Thur)	\$ 75.00
Weekday with facilities (Mon-Thur)	\$ 150.00
Weekend without facilities (Fri-Sun)	\$ 150.00
Weekend with facilities (Fri-Sun)	\$ 300.00
<b>Group Picnic Areas (Resident)</b>	
Weekday Full Day (Mon-Thur)	\$15.00
Weekend Half Day (Fri-Sun)	\$20.00
Weekend Full Day (Fri-Sun)	\$30.00
<b>Group Picnic Areas (Non-Resident)</b>	
Weekday Full Day (Mon-Thur)	\$22.50
Weekend Half Day (Fri-Sun)	\$35.00
Weekend Full Day (Fri-Sun)	\$45.00
<b>Spike ball</b>	
Spike ball nets with balls	\$ 15.00
<b>Basketball</b>	
Set of Half Dozen Basketballs	\$ 15.00
<b>Pickleball</b>	
Pickleball Net (Paddles and Balls are Included)	\$ 40.00
<b>Pools</b>	

**City of Schertz  
Schedule of Fees**

<b>Parks and Recreation</b>	<b>2022-23</b>
Daily Rates	
Per swimmer per entry	\$ 2.00
Daily pass	\$ 3.00
Admission is free for children under the age of 2 years.	
Float & Fireworks	\$ 3.00
Paws in the Pool	\$ 3.00
Season Rates-Maximum per season pass is six (6) members	
Schertz Residents	
Individual rate	\$ 40.00
2 member rate	\$ 50.00
3 member rate	\$ 60.00
4 member rate	\$ 70.00
5 member rate	\$ 80.00
6 member rate	\$ 90.00
Non-Schertz Residents	
Individual rate	\$ 70.00
2 member rate	\$ 80.00
3 member rate	\$ 90.00
4 member rate	\$ 100.00
5 member rate	\$ 110.00
6 member rate	\$ 120.00
<b>Regular Preschool/Child Care Center</b>	
Teacher/Child Care Attendant and 5 students per pass.	
In City	\$ 80.00
Out of City	\$ 120.00

**\*\*THESE RATES NOW SET BY CONTRACTOR\*\***

**City of Schertz  
Schedule of Fees**

<b>Parks and Recreation</b>	<b>2022-23</b>
-----------------------------	----------------

**Swimming lessons rate**

Schertz Residents - per child	**
Non- Residents - per child	**

**Pool Reservations**

**Schertz Residents**

1 to 50 People	**
51 to 100 People	**
101 to 150 People	**
151 to 200 People	**
201 to 250 People	**
251 to 293 People	**

**Non-Residents**

1 to 50 People	**
51 to 100 People	**
101 to 150 People	**
151 to 200 People	**
201 to 250 People	**
251 to 293 People	**

**Northcliffe Pool**

**Schertz Residents**

1 to 50 People (2 hours maximum)	**
50 to 100 People (2 hours maximum)	**

**Non-Residents**

1 to 50 People (2 hours maximum)	**
50 to 100 People (2 hours maximum)	**

**\*\*THESE RATES NOW SET BY CONTRACTOR\*\***

**Veteran's Memorial Plaza Pavers**

Per Paver	\$ 75.00
-----------	----------

**Senior Center Membership**

Per Person	\$ 36.00
Per Couple	\$ 65.00

**City of Schertz  
Schedule of Fees**

<b>Animal Services</b>	<b>2022-23</b>
<b>Animal Adoption</b>	
Dog	\$ 60.00
Cat	\$ 35.00
Adoption pricing may be discounted for adoption events or during special promotions	
<b>Permits - A permit shall be issue after payment of application fee:</b>	
Kennel authorized to house 10 or less dogs or cats	\$ 75.00
Kennel authorized to house more than 10 but less than 50	\$ 150.00
Kennel authorized to house 50 or more	\$ 200.00
Pet Shop	\$ 100.00
Grooming Shop	\$ 30.00
Commercial Riding Stable 10 or less	\$ 75.00
Commercial Riding Stable 11-50	\$ 150.00
Commercial Riding Stable 51 or more	\$ 200.00
Annual Crescent Bend Riding Permit, per horse	\$ 100.00
Auction	\$ 100.00
Zoological Park	\$ 200.00
Animal Exhibition/Circus/Petting Zoo	\$ 100.00
Guard Dog Training Center	\$ 200.00
Obedience Training Center	\$ 50.00
Commercial Establishment Using a Guard Dog	\$ 75.00
Commercial Annual Sellers Permit	\$ 150.00
Dangerous Dog Permit	\$ 200.00
Temporary Permit* - not to exceed 7 days	\$ 15.00
*Good for Crescent Bend Riding (per horse), Animal Exhibition/Circus/Petting Zoo, and Auction	
Permits	
Temporary Animal Sales Permit (Pet Expos), not to exceed 3 days	\$ 30.00
<b>Impoundment Fee: An impoundment fee must be paid for each captured animal</b>	
<b>Dog/Cat Impoundment</b>	
<b>Within a 1 year period</b>	
1st Offense	
Neutered	\$ 30.00
Un-neutered	\$ 45.00
2nd Offense	
Neutered	\$ 50.00
Un-neutered	\$ 70.00
3rd Offense	
Neutered	\$ 100.00
Un-neutered	\$ 120.00
4th Offense	
Neutered	\$ 150.00
Un-neutered	\$ 170.00
Each Additional Offense	
Base- Neutered	\$ 150.00
Base- Un-neutered	\$ 170.00
Per Additional Offense	\$ 50.00
Fowl or other small animal	\$ 30.00
Livestock	\$ 75.00
Zoological/Circus animal	\$ 200.00

**City of Schertz  
Schedule of Fees**

<b>Animal Services</b>	<b>2022-23</b>
<b>Boarding Fee: A boarding fee must be paid for each animal</b>	
Dog/Cat, per day	\$ 15.00
Fowl or other small animal, per day	\$ 10.00
Reptile, per day	\$ 30.00
Livestock, per day	\$ 50.00
Zoological/Circus animal, per day	\$ 200.00
<b>Surrender Fee: Charge per animal with proof of Schertz residency</b>	
Fowl/Reptile/Small Animal	\$ 10.00
Dog/Cat neutered/spayed /current rabies cert./heartworm negative	\$ 35.00
Dog/Cat all other surrenders	\$ 65.00
Small Livestock	\$ 50.00
Large Livestock	\$ 100.00
Zoological or Circus	\$ 200.00
Litter Fee (3 or more animals under 2 months old)	\$ 75.00
<b>Quarantine Fee:</b>	
Dog/Cat	\$ 50.00
Plus Daily Charge per animal for boarding	\$ 15.00
 Micro Chipping	 \$ 15.00
<b>Trap Rental Fee:</b>	
Trap Deposit, refundable when trap is returned	\$ 75.00
Trap Rental Fee, per day	\$ 5.00

**City of Schertz  
Schedule of Fees**

<b>Neighborhood Service</b>	<b>2022-23</b>
<b>Health and Sanitation Division</b>	
Food Establishment Fees:	
Non-Profit Organizations (regardless of number of employees)	\$ 100.00
1-3 Employees	\$ 150.00
4-6 Employees	\$ 285.00
7-10 Employees	\$ 540.00
11-20 Employees	\$ 575.00
21+ Employees	\$ 725.00
Temporary Food and/or Beverage Establishment	\$ 50.00
Mobile Vendors	\$ 100.00
Mobile Vendors, registration (existing permit from another government agency)	\$ 25.00
Public and HOA Swimming Pool License	\$ 110.00
Foster Care	\$ 50.00
Re-inspection fees	\$ 75.00
Nuisance Abatement Administrative Fee	
First abatement	\$100.00
Second abatement	\$200.00
Third and subsequent abatements	\$500.00
<b>Sanitation Inspection Fees - Outside of City</b>	
Hourly Charge, one hour minimum	\$ 50.00
Mileage over 15 miles, per mile	\$ 5.00
Administrative Fee	15%

**City of Schertz  
Schedule of Fees**

<b>Police Department</b>	<b>2021-22</b>	<b>2022-23</b>
<b>Alarm Permit Fees</b>		
Residential - Annually	\$ 10.00	\$ 10.00
Tier 1 Commercial	\$ 25.00	\$ 25.00
Tier 2 Commercial site alarm system required under local, state or national code	\$ 50.00	\$ 50.00
<b>Alarm Service Fees: Other than Burglar Alarms</b>		
4TH False Alarm within 12 Mo. Period	\$ 100.00	\$ 100.00
5TH False Alarm within 12 Mo. Period	\$ 150.00	\$ 150.00
6TH False Alarm within 12 Mo. Period	\$ 200.00	\$ 200.00
7TH False Alarm within 12 Mo. Period	\$ 250.00	\$ 250.00
8TH False Alarm within 12 Mo. Period	\$ 500.00	\$ 500.00
Others After 8TH within 12 Mo. Period	\$ 500.00	\$ 500.00
<b>Burglar Alarm Service Fees:</b>		
4TH False Alarm within 12 Mo. Period	\$ 50.00	\$ 50.00
5TH False Alarm within 12 Mo. Period	\$ 50.00	\$ 50.00
6TH False Alarm within 12 Mo. Period	\$ 75.00	\$ 75.00
7TH False Alarm within 12 Mo. Period	\$ 75.00	\$ 75.00
8TH False Alarm within 12 Mo. Period	\$ 100.00	\$ 100.00
Others After 8TH within 12 Mo. Period	\$ 100.00	\$ 100.00
<b>Miscellaneous Fees</b>		
Accident Reports, each	\$ 6.00	\$ 6.00
Fingerprints, per set	\$ 10.00	\$ 10.00
Solicitor/Peddler Permit	\$ 50.00	\$ 50.00
Background Check Fee	\$ 10.00	\$ 10.00
BODY CAM VIDEO (\$1.00 per minute +\$10.00)	\$ 10.00	\$ 10.00

**City of Schertz  
Schedule of Fees**

<b>Fire Department and Haz-Mat Fees</b>	<b>2022-23</b>
<b>Permit Fee Schedule</b>	
Certificate of Occupancy - Inspections	\$ 50.00
License Inspections	\$ 50.00
Base Fire Suppression System Installation	\$ 100.00
Additional installation charge, per sprinkler head	\$ 1.00
Base Fire Alarms Installation	\$ 100.00
Additional installation charge, per initiating or notification device	\$ 1.00
Re-Inspection	\$ 45.00
Smoke Control System Plan (for each review)	\$ 75.00
After hours fee, per hour per inspector	\$ 75.00
(beyond the hours of 8:00 a.m. to 5:00 p.m.)	
Plan Review Fees, construction per hour	\$ 75.00
Plan Review Rush, Outsource - Sent out by Fire Marshal	Cost
SFR After Hours Plan Review Rush (per hour, 2 hour minimum)	\$ 75.00
Fireworks display permit	\$ 250.00
<b>Operational Permits</b>	
Open or Control Burn - Commercial	\$ 150.00
Open or Control Burn - Non-commercial	\$ 25.00
Tents	\$ 50.00
Cutting and Welding	\$ 50.00
Explosives	\$ 50.00
Flammable Storage	\$ 50.00
Carnivals and Fairs	\$ 50.00
Food Booth (per booth, per event)	\$ 25.00
Mobile Food Establishments (annual)	\$ 25.00
Battery Systems	\$ 50.00
Combustible Dust Product Options	\$ 50.00
Cryogenic Fluids	\$ 50.00
Haz-mat	\$ 50.00
Lumberyards	\$ 50.00
Spraying and Dipping	\$ 50.00
Storage of Tires	\$ 50.00
<b>Operation Charges</b>	
<i>Hazardous materials operations service fees.</i>	
The current replacement cost shall be charged for the use of consumable haz-mat supplies and firefighting agents	ACTUAL
If any protective equipment or firefighting equipment is damaged or contaminated, the current replacement cost shall be charged.	ACTUAL
Personnel cost will be calculated at the rate for the responding crew members.	ACTUAL
Fire Watch Fee, cost based on weighted salary of dispatched employee	ACTUAL



**City of Schertz  
Schedule of Fees**

<b>EMS</b>	<b>2022-23</b>
<b>Response Services</b>	
Aid Call	\$ 200.00
Air Medical Assist Call	\$ 700.00
BLS Non- Emergency	\$ 1,090.00
BLS Emergency	\$ 1,210.00
ALS Non Emergency	\$ 1,230.00
ALS Emergency No Specialty Care	\$ 1,440.00
ALS Emergency W \ Specialty Care	\$ 1,600.00
Mileage, per mile	\$ 22.00
<b>Other Services</b>	
Ambulance Standby, per hour	\$ 125.00
Gator Standby, per hour	\$ 95.00
AED Supplies	Actual
CPR Class and Supplies	Actual
System Continuing Education	Actual
Vaccinations	Actual
EMT Class	\$ 1,100.00
Passport to Care - Single (insured)	\$ 50.00
Passport to Care - Family (insured)	\$ 60.00
Passport to Care - Single (Not insured)	\$ 65.00
Passport to Care - Family (Not insured)	\$ 75.00
Per Capita	\$ 16.10

**City of Schertz  
Schedule of Fees**

<b>Planning and Zoning</b>	<b>2022-23</b>
<b>Plat recording service:</b>	
Fees assessed are due prior to recording:	
Plat recording fee is equal to the fee charged by the County Clerks Office	
<b>Annexation Petition by Property Owner - Plus all related fees</b>	<b>\$ 750.00</b>
<b>Zone Change</b>	
Zone change for 0 to 2 acres	\$ 650.00
Zone change for 2+ to 5 acres	\$1,000.00
Zone change for 5+ to 20 acres	\$2,000.00
Zone change for 20+ to 50 acres	\$3,500.00
Zone change for 50+ to 100 acres	\$4,000.00
Zone change for 100+ acres	\$6,000.00
<b>Specific Use Permit (SUP) - plus other applicable items (i.e. Site Plan)</b>	
Specific Use Permit (SUP) for 0 to 2 acres	\$ 650.00
Specific Use Permit (SUP) for 2+ to 5 acres	\$ 1,000.00
Specific Use Permit (SUP) for 5+ to 20 acres	\$ 2,000.00
Specific Use Permit (SUP) for 20+ to 50 acres	\$ 3,500.00
Specific Use Permit (SUP) for 50+ to 100 acres	\$ 4,000.00
Specific Use Permit (SUP) for 100+ acres	\$ 6,000.00
Building addition of a current/legal SUP	\$ 500.00
<b>Master Development Plan</b>	
All phased developments and PDD's	\$ 1,500.00
Master Development Plan Amendment (minor revision)	\$ 500.00
<b>Preliminary Plat</b>	
0 to 50 acres	\$ 2,000.00
greater than 50 acres	\$ 3,000.00
<b>Final Record Plat or Re-plat</b>	
0 to 50 acres	\$ 1,500.00
greater than 50 acres	\$ 2,000.00
Revised Final Plat (minor)	\$ 500.00
<b>Amended Plat</b>	\$ 1,500.00
<b>Minor Plat</b>	\$ 1,500.00
<b>Vacate Plat</b>	\$ 1,500.00
Plat Time Extension - plus all related fees	\$ 250.00
Street and Subdivision Name Changes	\$ 1,500.00

**City of Schertz  
Schedule of Fees**

<b>Planning and Zoning</b>	<b>2022-23</b>
<b>Site Plan</b>	\$ 1,500.00
Amended Site Plan (minor)	\$ 500.00
<b>Park Fees - Residential</b>	
Land Dedication: one (1) acre per 100 dwelling unit	
Fee in Lieu of Land Dedication: per dwelling unit	\$ 350.00
Park Development Fee: Per Dwelling unit	\$ 650.00
<b>Park Fees - Multi-Family</b>	
Land Dedication: one (1) acre per 100 dwelling unit	
Fee in Lieu of Land Dedication; per dwelling unit:	\$ 350.00
Park Development Fee: Per Dwelling unit	\$ 650.00
<b>Miscellaneous</b>	
Tree Mitigation, inch of DBH - Plus all related fees	\$ 100.00
<b>No mitigation fees will be charged for sites located on Main St.</b>	
Legal Review (i.e. Improvement Agreements)	\$ Actual
Zoning Verification Letter - Single tract of land per Tract	\$ 150.00
Certificate of Determination - Single Tract of Land per Tract	\$ 150.00
Postponement of any Public Hearing by the Applicant	\$ 350.00
Appeals and requests for amendments Considered by City Council, the Planning & Zoning Commission, the Building and Standards Commission, or the Board of Adjustment as allowed by the Unified Development Code, to include requested amendments to the Comprehensive Land Use Plan	\$ 500.00
<b>Variance and/or Waivers</b>	
Unified Development Code, ea.	\$ 500.00
Building Code, ea.	\$ 500.00
Driveway width waiver requests will not be assessed with the waiver fee	
<b>Copies, Plans, and Maps:</b>	
Unified Development Code	\$ 50.00
Public Works Specification Manual	\$ 50.00
Staff Review - Application completeness review, internal SDR (staff) review & meeting with applicant to review application package. Fee included in all applications.	

**City of Schertz  
Schedule of Fees**

<b>Inspections</b>		<b>2022-23</b>
<b>Residential Building Permit Fees</b>		
Minimum permit fee		\$ 50.00
New Single Family Residential (one & two family dwellings)	per square foot	\$ 0.50
New Accessory structures	per square foot	\$ 0.50
Flatwork/Deck		\$ 100.00
Patio/Patio Cover		\$ 225.00
Roof Replacement		\$ 200.00
Window Replacement		\$ 150.00
Foundation Repair		\$ 225.00
No plan check fee applies to residential flatwork/deck permits		
A building permit is required for swimming pools greater than 24 inches (24") in depth.		
Swimming Pools - In ground		\$ 500.00
Swimming Pools - Above Ground (where a permit is required)		\$ 25.00
No permit required for prefabricated pools less than 24"		
A residential plan review fee of 50% of the building permit fee is assessed to all permits for the review of construction documents and plans associated with a permit.		
		50%
See trade permit fees associated with residential permits below.		
<b>Commercial Building Permit Fees</b>		
<b>Building Permit Fees</b>		
New Construction - Commercial (see Cost table below)		Cost
Plan review fees for projects with a cost of \$5,000 or greater, are assessed review fees based on a percentage (%) of Permit Fee		
		50%
<b>Permit Fees:</b>		
<b>Cost of Construction (Cost)</b>		
\$0.00 to \$1,000.00		\$ 50.00
\$1,001.00 to \$15,000.00, for each additional \$1,000 and fraction thereof		\$ 8.00
\$15,001.00 to \$50,000.00, for each additional \$1,000 and fraction thereof		\$ 7.00
\$50,001 and up, for each additional \$1,000 and fraction thereof		\$ 6.00
<b>Following Use The Cost of Construction (Cost) Table above:</b>		
Non - residential Flatwork/Deck		Cost
Non - residential Accessory Buildings		Cost
Non - residential Patio/Patio Cover		Cost
Non - residential Roof Replacement		Cost
Non - residential Window Replacement		Cost
Non - residential Swimming Pools in Ground		Cost
Non - residential Foundation Repair		Cost
Sign		Cost

**City of Schertz  
Schedule of Fees**

<b>Inspections</b>	<b>2022-23</b>
--------------------	----------------

**All other permit fees (Residential & Commercial):**

Fence (New and Replacement)	\$ 50.00
Siding/Fascia	\$ 75.00
Temporary Building or Structure	\$ 50.00
Moving Permit Fee	\$ 100.00
Demolition Permit Fee	\$ 60.00
Mobile Home Permit Fee (plus sub-trades as necessary)	\$ 25.00
Certificate of Occupancy	\$ 50.00
Pre Certificate of Occupancy Inspection	\$ 200.00
Failure to Obtain Certificate of Occupancy	\$ 200.00
Compliance Inspection, each trade	\$ 50.00
Temporary Sign	\$ 30.00
Development Sign	\$ 100.00
Banner	\$ 25.00
Street Span Banner	\$ 25.00
Home Occupation Permit (annually)	\$ 35.00

Construction beginning without permit, pay additional:	\$ 200.00
Failure to Request Inspection, per trade	\$ 100.00
Failure to Obtain Contractors License/Provide Insurance	\$ 100.00

**Electrical Permit Fees**

Electrical Repair/Replacement	\$ 60.00
New Construction per building/unit	\$ 100.00
Solar	\$100.00

**Mechanical Permit Fees**

Mechanical Repair/Replacement	\$ 60.00
New Construction per building/unit	\$ 100.00

**Plumbing Permit Fees**

Plumbing Repair/Replacement	\$ 60.00
New Construction per building/unit	\$ 100.00

**Irrigation Permit Fees**

Permit Fee	\$ 60.00
plus per sprinkler head	\$ 1.00
plus per backflow or RPZ	\$ 3.00
subsequent to the installation of the piping or equipment served, each	

**City of Schertz  
Schedule of Fees**

<b>Inspections</b>	<b>2022-23</b>
--------------------	----------------

**Re-Inspection Fees**

Each re-inspection, per trade	\$ 75.00
Re-inspections after first, per trade	\$150.00
Re-inspections after second and all subsequent, per trade	\$500.00

**No permit fees will be charged for sites located on Main St. (All departments)**

**No permit fees will be charged to the Schertz Housing Authority (All departments)**

**Licenses/Registrations:**

General Contractor (Initial and Renewal)	\$ 100.00
Master Electrician (Initial) State of Texas Issued	N/C
Apprentice/Wireman Electrician (Annually) State of Texas Issued	N/C
Electrical Contractor (Annually) State of Texas Issued	N/C
Mechanical Contractor (Annually) State of Texas Issued	N/C
Plumbing Contractor (Annually)* State of Texas Issued	N/C
Irrigation (Annually) State of Texas Issued	N/C
Backflow Tester - State of Texas Issued	N/C
Sign Contractor (Initial)	N/C
Sign Contractor (Renewal)	\$ 50.00
Electrical Sign Contractor (Initial) State of Texas Issued	\$ 40.00
Electric Sign Journeyman Electrician (Annually) State of Texas Issued	N/C
Electric Sign Apprentice/Wireman Electrician (Annually) State of Texas Issued	N/C
Utility Contractor (Annually)	N/C
Mobile Home Park (Annually)	\$ 50.00
	\$ 40.00

\*N/C - No Charge for license per state law

**City of Schertz  
Schedule of Fees**

<b>Engineering</b>	<b>2022-23</b>
<b>Grading and Clearing Permit - Acreage</b>	
For non-agricultural purposes	
Below 5 acres	\$ 100.00
5 to 20 acres	\$ 250.00
Per acre over 20, plus base charge for 20 acres	\$ 3.00
Over 100 acres	\$ 490.00
<b>No permit fees will be charged for sites located on Main St.</b>	
<b>Development Permit</b>	
% of total valuation of public infrastructure improvements	1%
Reinspection Fee	\$ 50.00

*Grading and Clearing Permit Fees are waived for applicants representing Home Owner's Associations proposing maintenance activities in drainage easements.*

**City of Schertz  
Schedule of Fees**

<b>Drainage Fees</b>	<b>2022-23</b>
Charge Per Residence	\$ 5.20
Commercial, per LUE	\$ 5.20
Floodplain Permit, Residential	\$ 50.00
Floodplain Permit, Commercial	\$ 150.00



**City of Schertz  
Schedule of Fees**

<b>Public Works - Streets</b>	<b>2022-23</b>
Chipping charges, per half hour	\$ 40.00
<b>Garbage Collection Fees</b>	<b>2022-23</b>
<b>Residential:</b>	
Zone I: Once a week pick up	
One 96 gallon cart provided by franchisee, per month	\$ 12.41
Residents request 2 carts total:	\$ 18.59
Resident requests 3 carts total:	\$ 24.80
Resident requests 4 carts total:	\$ 30.99
Recycling Fee, per month/container	\$ 2.05
 Zone 2: Single Family, twice per week pick up, per month, no cart provided	\$ 12.41
Recycling Fee, per month/container	\$ 2.05
 Front Porch Pick Up	\$ 18.11
Recycling Fee, per month/container	\$ 2.05
<b>Special Pickup:</b>	
Move Ins, Special Tree Trimmings, oversize materials, & similar circumstances; minimum	\$ 17.29
 <b>Class II: Mobile Home Parks</b>	\$ 9.90
Mobile Home Parks (2 or more mobile homes) (based on number in park on the 15th day of the month), per unit/monthly	
 <b>Class III: Apartments</b>	\$ 9.90
per unit/monthly	
 <b>Class IV: Motels</b>	\$ 4.37
per unit/monthly	
 <b>2. Commercial</b>	
 <b>Class V:</b>	\$ 15.70
Offices, barber shops and Professional services, per month	
 <b>Class VI:</b>	\$ 27.08
Light retail, wholesale, commercial or industrial, 2000 to 4000 square feet and excluding large grocery stores, etc., per month	
 <b>Class VII:</b>	\$ 39.34
Medium retail, wholesale commercial or industrial (2000 to 4000 square feet and exclude large grocery store, etc.), per month 2 Cart, 1 pickup per week	\$ 40.61

**City of Schertz  
Schedule of Fees**

<b>Garbage Collection Fees</b>	<b>2022-23</b>
--------------------------------	----------------

**Class VIII:**

Heavy Volume retail wholesale, commercial, or industrial (placement determined by a time and cost study of refuse generation and collection. The categories in this class usually require hand loading from rooms or pens and would not apply when commercial containers are used.)

<b>A.</b> Two weekly pickups of 1.5 cubic yard containers, excluding large grocery, furniture or department stores, per month	\$ 69.89
<b>B.</b> Two weekly pickups of 3 cu. Yard containers, excluding large grocery, furniture or department stores, etc., per month	\$ 139.77
<b>C.</b> Three weekly pickups of 3 cu. Yard containers, excluding large grocery, furniture or department stores, etc., per month	\$ 218.41
<b>D.</b> Four weekly pickups of 4 cu. Yard containers, including large grocery, furniture or department stores, etc., per month	\$ 262.05
<b>E.</b> Five weekly pickups of 4 cu. Yard containers, including large grocery, furniture or department stores, etc., per month	\$ 349.42
<b>F.</b> Six weekly pickups of 4 cu. Yard containers, including large grocery, furniture or department stores, etc., per month	\$ 436.84
<b>G.</b> Customer requiring more than four (4) cu. Yds each pickup would be charged per cu. Yds. Collected., per yard	\$ 4.84

**City of Schertz  
Schedule of Fees**

<b>Garbage Collection Fees</b>	<b>2022-23</b>
--------------------------------	----------------

**3. Commercial Containers.**

CONTRACTOR will provide commercial containers to those customers who desire to use them in lieu of garbage cans. The use of such CONTRACTOR provided containers is required by this contract. Rates for containers and pickup will be based on the following table:

<b>Container Size:</b>	<b>Frequency of Pickup</b>					
<u><b>2017-18 through 2021-22</b></u>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>2 cu. Yard</b>	\$ 59.45	\$ 101.23	\$ 122.28	\$ 139.79	\$ 157.26	\$ 174.72
<b>3 cu. Yard</b>	\$ 71.65	\$ 129.26	\$ 178.23	\$ 204.38	\$ 230.63	\$ 256.82
<b>4 cu. Yard</b>	\$ 89.06	\$ 153.79	\$ 209.65	\$ 253.32	\$ 297.04	\$ 340.71
<b>6 cu. Yard</b>	\$ 125.84	\$ 209.65	\$ 288.30	\$ 366.95	\$ 445.49	\$ 524.14
<b>8 cu. Yard</b>	\$ 148.53	\$ 270.81	\$ 375.60	\$ 480.46	\$ 586.04	\$ 690.14
<b>10 cu. Yard</b>	\$ 171.19	\$ 314.45	\$ 445.49	\$ 559.12	\$ 672.64	\$ 786.19
<b>Commercial Recycle Hauling Permit</b>						\$2,500.00

**City of Schertz  
Schedule of Fees**

<b>Garbage Collection Fees</b>	<b>2022-23</b>
<b>4. Roll-Off Rates Per Pull Open Top Containers - Dry Material</b>	
<b>20 cu. Yard</b>	<b>\$ 323.20</b>
<b>30 cu. Yard</b>	<b>\$ 384.34</b>
<b>40 cu. Yard</b>	<b>\$ 445.49</b>
<b>Roll-off Rental (no pulls within billing cycle)</b> per container per month	<b>\$ 133.65</b>
<b>Collection and Disposal of Municipal Wastes</b>	
<b>5. Wet Material Rates on Compactor containers</b> or open top containers with wet material must be negotiated with customers at the time they are needed. This type of waste must be hauled to a Type I landfill which generally has a higher disposal rate attached to it.	
<b>Roll-off Container Delivery Charge per container</b>	<b>\$ 38.95</b>
<b>Roll-off Relocation or Trip Charge per container</b>	<b>\$ 38.95</b>
<b>2 cu. Yard compactor, per month (2 services per week)</b>	<b>\$ 230.27</b>
<b>Extra pick ups (2 yard compactor), each</b>	<b>\$ 87.31</b>
<b>4 cu. Yard compactor, per month (2 services per week)</b>	<b>\$ 474.39</b>
<b>30 cu yard Compactor, per pull</b>	<b>\$ 585.30</b>
<b>40 cu yard Compactor, per pull</b>	<b>\$ 695.37</b>
<b>30 cu yard Open-top (Recycle), per pull</b>	<b>\$ 218.27</b>
<b>Front-Load container extra pick-up charges</b>	
<b>2 cu yard</b>	<b>\$ 29.70</b>
<b>3 cu yard</b>	<b>\$ 37.12</b>
<b>4 cu yard</b>	<b>\$ 44.56</b>
<b>6 cu yard</b>	<b>\$ 51.98</b>
<b>8 cu yard</b>	<b>\$ 59.41</b>
<b>10 cu yard</b>	<b>\$ 66.82</b>
<b>OVER WEIGHT CHARGE</b>	<b>\$ 29.79</b>

To address non standard requests, the solid waste contractor can negotiate a fee with the customer requesting the service. The City will collect 15% of the negotiated fee per the franchise agreement.

**City of Schertz  
Schedule of Fees**

<b>Business Office</b>	<b>2022-23</b>
<b>Water Deposit</b>	
In City	\$ 125.00
Out of City	\$ 150.00
Commercial	\$ 100.00
or 2.5 times estimated monthly billing	2.5x
 Disconnect Fee	 \$ 20.00
 Extension Fee	 \$ 5.00
2 free extensions	
 Transfer Fee	 \$ 10.00
<b>Garbage Deposit</b>	
Residential	\$ 25.00
Commercial	\$ 100.00
or 2 1/2 times estimated monthly billing	2.5x
 <b>Meter Flow Test</b>	
After Hours Disconnect/Reconnect	\$ 50.00
City Field Test	\$ 10.00
City Meter Bench Flow Test	\$ 25.00
 Schertz Seguin Water Customers	 \$ 4.00
Non-Schertz Seguin Customer	\$ 15.00
  Extended Absence Charge	  \$ 10.00
 Re-Installation Fee, per hour	 \$ 50.00
 <b>Fire Hydrant Fee</b>	
Deposit	\$ 200.00
Service Fee	\$ 50.00

**City of Schertz  
Schedule of Fees**

<b>Public Works</b>	<b>2022-23</b>
Permit Fees - If tie into manhole or street cut	\$ 25.00
<b>No permit fees will be charged for sites located on Main St.</b>	
<b>Fire Line</b> Type Nos. 1 and 2 - (non-metered), in City	\$ 175.00
6 inch	\$ 235.00
8 inch	\$ 290.00
10 inch	\$ 340.00
12 inch	\$ 405.00
<b>Fire Line - Outside City</b>	
4-inch service line connection or smaller	\$ 225.00
6 inch	\$ 305.00
8 inch	\$ 375.00
10 inch	\$ 440.00
12 inch	\$ 525.00
<b>Meter Installation Fees - Inside the City</b>	
<b>Meter Size</b>	
5/8" X 3/4"	\$ 330.00
3/4" X 3/4"	\$ 345.00
1" X 1"	\$ 450.00
2" X 2"	\$ 1,940.00
*2" turbine	Cost + Labor
*3" Comp	Cost + Labor
*3" turbine	Cost + Labor
*4" Comp	Cost + Labor
*4" turbine	Cost + Labor

**City of Schertz  
Schedule of Fees**

Public Works	2022-23
--------------	---------

**Meter Installation Fees - Outside the City**

**Meter Size**

5/8" X 3/4"	\$ 340.00
3/4" X 3/4"	\$ 355.00
1" X 1"	\$ 460.00
2" X 2"	\$ 1,950.00
*2" turbine	Cost + Labor
*3" Comp	Cost + Labor
*3" turbine	Cost + Labor
*4" Comp	Cost + Labor
*4" turbine	Cost + Labor

**Fire Hydrant Meter for Construction**

Deposit (refundable)	\$ 200.00
Service Charge	\$ 50.00

**Wholesale Water Distribution Rate**

Base Rate, per month	
3 Inch Compound Meter	\$ 315.28
3 Inch Turbine Meter	\$ 472.92
4 Inch Compound Meter	\$ 492.63
4 Inch Turbine Meter	\$ 827.62
6 Inch Compound Meter	\$ 985.26
6 Inch Turbine Meter	\$ 1,812.88
8 Inch Compound Meter	\$ 1,576.80
8 Inch Turbine Meter	\$ 3,153.60
10 Inch Compound Meter	\$ 2,266.65
10 Inch Turbine Meter	\$ 4,927.50
12 Inch Turbine Meter	\$ 6,504.30

Available by agreement to distributors with a self-maintained water distribution service, Military Bases, and for temporary use until reuse water is made available in a particular area.

**Network Nodes**

Application	\$ 500.00
Additional for each node over 5 on the application (up to 30)	\$ 100.00
Annual Public Right of Way	\$ 250.00
Node Support Pole Application Fee	\$ 1,000.00
Collaction Fee for Network Nodes on City Service Poles, per pole, per month	\$ 20.00

**Transport Facilities**

Application	\$ 500.00
Additional for each node over 5 on the application (up to 30)	\$ 100.00
Rental Fee for Transport Facilities, per device per month	\$ 28.00
Annual Public Right of Way Fee	\$ 250.00

Permit Fees will be due at the time of the permit submission.  
Permit will not be accepted if the permit fee is not attached.  
Other fees will be assessed at the time of permit approval

**City of Schertz  
Schedule of Fees**

<b>Capital Recovery Impact Fees</b>			<b>2022-23</b>
<b>Meter Size</b>	<b>Meter Type</b>	<b>LUEs Water</b>	
5/8"	SIMPLE	1.0	\$ 2,934
3/4"	SIMPLE	1.5	\$ 4,401
1"	SIMPLE	2.5	\$ 7,335
1.5"	SIMPLE	5.0	\$ 14,670
2"	SIMPLE	8.0	\$ 23,472
2"	COMPOUND	8.0	\$ 23,472
2"	TURBINE	10.0	\$ 29,340
3"	COMPOUND	16.0	\$ 46,944
3"	TURBINE	24.0	\$ 70,416
4"	COMPOUND	25.0	\$ 73,350
4"	TURBINE	42.0	\$ 123,228
6"	COMPOUND	50.0	\$ 146,700
6"	TURBINE	92.0	\$ 269,928
8"	COMPOUND	80.0	\$ 234,720
9"	TURBINE	160.0	\$ 469,440
10"	COMPOUND	115.0	\$ 337,410
10"	TURBINE	250.0	\$ 733,500
12"	TURBINE	330.0	\$ 968,220

**No City Capital Recover Impact fees will be charged for sites located on Main St.**

**SEWER COLLECTION IMPACT FEE**

\*Collection Impact Fee Per Living Unit Equivalent (LUE) \$ 1,668

\*Sewer based on LUE: LUE = 245 gallons per day  
These are only City of Schertz impact fees.

**No City Sewer Impact Fee will be charged on Main St.**

\$ 1,800.00

**Other Utility Impact Fees**

Treatment Impact Fee Per LUE:

Schertz Seguin Local Government Corporation (SSLGC)

<b>Meter Size</b>	<b>Meter Type</b>		
5/8"	SIMPLE	1.0	\$ 1,607.24
3/4"	SIMPLE	1.5	\$ 2,410.86
1"	SIMPLE	2.5	\$ 4,018.10
1.5"	SIMPLE	5.0	\$ 8,036.20
2"	SIMPLE	8.0	\$ 12,857.92
2"	COMPOUND	8.0	\$ 12,857.92
2"	TURBINE	10.0	\$ 16,072.40
3"	COMPOUND	16.0	\$ 25,715.84
3"	TURBINE	24.0	\$ 38,573.76
4"	COMPOUND	25.0	\$ 40,181.00
4"	TURBINE	42.0	\$ 67,504.08
6"	COMPOUND	50.0	\$ 80,362.00
6"	TURBINE	92.0	\$147,866.08
8"	COMPOUND	80.0	\$128,579.20
9"	TURBINE	160.0	\$257,158.40
10"	COMPOUND	115.0	\$184,832.60
10"	TURBINE	250.0	\$401,810.00
12"	TURBINE	330.0	\$530,389.20

**ROADWAY IMPACT FEE**

Residential Home through 3/26/2021 \$ 2,696.00

Residential Home between 3/27/2021 and 3/26/2022 \$ 3,033.00

Residential Home after 3/26/2022 \$ 3,370.00

Nonresidential through 3/26/2021, per service unit\* \$ 100.00

Nonresidential after 3/26/2021, per service unit\* \$ 175.00

\*The number of service units are based on the use of the property. A fee calculator is available on the City Website under the Engineering page

**No Roadway Impact Fee will be charged on Main St.**



**City of Schertz  
Schedule of Fees**

<b>Sewer Rates</b>	<b>2022-23</b>
<b><u>Residential Rates (Single Family)</u></b>	
<b>Base Rate-per month</b>	15.01
<b>Per 1,000 gal Charge, Per Month</b>	
Per 1,000 gal charge Total- 12,000 gallons or less	4.94
greater than 12,000 gallons	11.33
<b><u>Business and Multi-family Dwelling Units:</u></b>	
<b>Base Rate per month</b>	18.88
The base rate shall be assessed in terms of connection equivalents which shall be as follows: the customer's previous 12 month water consumption as determined at the annual re-rating in February divided by 365, with the results of such division then divided by 245 gallons. The figure arrived at by the second division shall be the customer's "connection equivalent". Each business shall be assessed a base rate.	
<b>Per 1,000 gal Charge, Per Month</b>	
Per 1,000 gal charge Total- 12,000 gallons or less	5.06
greater than 12,000 gallons	11.33
<b><u>YMCA</u></b>	
<b>Per 1,000 gal Charge, Per Month</b>	3.33

**City of Schertz  
Schedule of Fees**

<b>Public Works - Water Rates Residential</b>	<b>2022-23</b>
<b>GALLONS SOLD BY METER SIZE (RESIDENTIAL)</b>	

METER	BLOCK GALLONS	BLOCK RATE	RATE 1000
5/8 IN	0	\$ 25.84	\$ 3.19
CODE 1	6,000	\$ 44.98	\$ 3.57
	12,000	\$ 66.40	\$ 4.18
	18,000	\$ 91.48	\$ 5.10
	30,000	\$ 152.68	\$ 6.48
3/4 IN	0	\$ 38.73	\$ 3.19
CODE 2	6,000	\$ 57.87	\$ 3.57
	12,000	\$ 79.29	\$ 4.18
	18,000	\$ 104.37	\$ 5.10
	30,000	\$ 165.57	\$ 6.48
1.0 IN	0	\$ 64.56	\$ 3.19
CODE 3	6,000	\$ 83.70	\$ 3.57
	12,000	\$ 105.12	\$ 4.18
	18,000	\$ 130.20	\$ 5.10
	30,000	\$ 191.40	\$ 6.48
1 1/2 IN	0	\$ 129.14	\$ 3.19
CODE 4	6,000	\$ 148.28	\$ 3.57
	12,000	\$ 169.70	\$ 4.18
	18,000	\$ 194.78	\$ 5.10
	30,000	\$ 255.98	\$ 6.48
2 IN	0	\$ 206.62	\$ 3.19
SIMPLE	6,000	\$ 225.76	\$ 3.57
COMPOUND	12,000	\$ 247.18	\$ 4.18
CODE 5	18,000	\$ 272.26	\$ 5.10
	30,000	\$ 333.46	\$ 6.48
2IN	0	\$ 258.26	\$ 3.19
TURBINE	6,000	\$ 277.40	\$ 3.57
CODE 6	12,000	\$ 298.82	\$ 4.18
	18,000	\$ 323.90	\$ 5.10
	30,000	\$ 385.10	\$ 6.48

**City of Schertz  
Schedule of Fees**

Public Works - Water Rates Residential	2022-23
--	---------

GALLONS SOLD BY METER SIZE (RESIDENTIAL)

METER	BLOCK GALLONS	BLOCK RATE	RATE 1000
3 IN	0 \$	413.23	\$ 3.19
COMPOUND	6,000 \$	432.37	\$ 3.57
CODE 7	12,000 \$	453.79	\$ 4.18
	18,000 \$	478.87	\$ 5.10
	30,000 \$	540.07	\$ 6.48
3 IN	0 \$	619.85	\$ 3.19
TURBINE	6,000 \$	638.99	\$ 3.57
CODE 8	12,000 \$	660.41	\$ 4.18
	18,000 \$	685.49	\$ 5.10
	30,000 \$	746.69	\$ 6.48
4 IN	0 \$	645.68	\$ 3.19
COMPOUND	6,000 \$	664.82	\$ 3.57
CODE 9	12,000 \$	686.24	\$ 4.18
	18,000 \$	711.32	\$ 5.10
	30,000 \$	772.52	\$ 6.48
4 IN	0 \$	1,084.73	\$ 3.19
TURBINE	6,000 \$	1,103.87	\$ 3.57
CODE 10	12,000 \$	1,125.29	\$ 4.18
	18,000 \$	1,150.37	\$ 5.10
	30,000 \$	1,211.57	\$ 6.48
6 IN	0 \$	1,291.35	\$ 3.19
COMPOUND	6,000 \$	1,310.49	\$ 3.57
CODE 11	12,000 \$	1,331.91	\$ 4.18
	18,000 \$	1,356.99	\$ 5.10
	30,000 \$	1,418.19	\$ 6.48
6 IN	0 \$	2,376.08	\$ 3.19
TURBINE	6,000 \$	2,395.22	\$ 3.57
CODE 12	12,000 \$	2,416.64	\$ 4.18
	18,000 \$	2,441.72	\$ 5.10
	30,000 \$	2,502.92	\$ 6.48
8 IN	0 \$		18,000 \$
COMPOUND	6,000 \$		30,000 \$
CODE 13	12,000 \$		

	<b>City of Schertz</b>		
	<b>Schedule of Fees</b>		
2,087.13		\$	3.19
2,106.27		\$	3.57
2,127.69		\$	4.18
2,152.77		\$	5.10
2,213.97		\$	6.48

**City of Schertz  
Schedule of Fees**

<b>Public Works - Water Rates Residential</b>	<b>2022-23</b>
<b>GALLONS SOLD BY METER SIZE (RESIDENTIAL)</b>	

METER	BLOCK GALLONS	BLOCK RATE	RATE 1000
8 IN	0	\$ 4,174.25	\$ 3.19
TURBINE	6,000	\$ 4,193.39	\$ 3.57
CODE 14	12,000	\$ 4,214.81	\$ 4.18
	18,000	\$ 4,239.89	\$ 5.10
	30,000	\$ 4,301.09	\$ 6.48
10 IN	0	\$ 3,000.24	\$ 3.19
COMPOUND	6,000	\$ 3,019.38	\$ 3.57
CODE 15	12,000	\$ 3,040.80	\$ 4.18
	18,000	\$ 3,065.88	\$ 5.10
	30,000	\$ 3,127.08	\$ 6.48
10 IN	0	\$ 6,522.25	\$ 3.19
TURBINE	6,000	\$ 6,541.39	\$ 3.57
CODE 16	12,000	\$ 6,562.81	\$ 4.18
	18,000	\$ 6,587.89	\$ 5.10
	30,000	\$ 6,649.09	\$ 6.48
12 IN	0	\$ 8,609.39	\$ 3.19
TURBINE	6,000	\$ 8,628.53	\$ 3.57
CODE 17	12,000	\$ 8,649.95	\$ 4.18
	18,000	\$ 8,675.03	\$ 5.10
	30,000	\$ 8,736.23	\$ 6.48

**City of Schertz  
Schedule of Fees**

<b>Public Works - Water Rates Commercial</b>	<b>2022-23</b>
--	----------------

GALLONS SOLD BY METER SIZE (COMMERCIAL)

METER	BLOCK GALLONS	BLOCK RATE	RATE 1000
5/8 IN	0	\$ 25.84	\$ 3.19
CODE 1	6,000	\$ 44.98	\$ 3.57
	12,000	\$ 66.40	\$ 4.18
	18,000	\$ 91.48	\$ 5.10
	30,000	\$ 152.68	\$ 6.48
3/4 IN	0	\$ 38.73	\$ 3.19
CODE 2	6,000	\$ 57.87	\$ 3.57
	12,000	\$ 79.29	\$ 4.18
	18,000	\$ 104.37	\$ 5.10
	30,000	\$ 165.57	\$ 6.48
1.0 IN	0	\$ 64.56	\$ 3.19
CODE 3	6,000	\$ 83.70	\$ 3.57
	12,000	\$ 105.12	\$ 4.18
	18,000	\$ 130.20	\$ 5.10
	30,000	\$ 191.40	\$ 6.48
1 1/2 IN	0	\$ 129.14	\$ 3.19
CODE 4	6,000	\$ 148.28	\$ 3.57
	12,000	\$ 169.70	\$ 4.18
	18,000	\$ 194.78	\$ 5.10
	30,000	\$ 255.98	\$ 6.48
2 IN	0	\$ 206.62	\$ 3.19
SIMPLE	18,000	\$ 264.04	\$ 3.57
COMPOUND	36,000	\$ 328.30	\$ 4.18
CODE 5	54,000	\$ 403.54	\$ 5.10
	90,000	\$ 587.14	\$ 6.48
2IN	0	\$ 258.26	\$ 3.19
TURBINE	18,000	\$ 315.68	\$ 3.57
CODE 6	36,000	\$ 379.94	\$ 4.18
	54,000	\$ 455.18	\$ 5.10
	90,000	\$ 638.78	\$ 6.48
3 IN	0	\$ 413.23	\$ 3.19
COMPOUND	18,000	\$ 470.65	\$ 3.57
CODE 7	36,000	\$ 534.91	\$ 4.18
	54,000	\$ 610.15	\$ 5.10
	90,000	\$ 793.75	\$ 6.48

**City of Schertz  
Schedule of Fees**

<b>Public Works - Water Rates Commercial</b>	<b>2022-23</b>
--	----------------

GALLONS SOLD BY METER SIZE (COMMERCIAL)

METER	BLOCK GALLONS	BLOCK RATE	RATE 1000
TURBINE CODE 8	3 IN 0	\$ 619.85	\$ 3.19
	18,000	\$ 677.27	\$ 3.57
	36,000	\$ 741.53	\$ 4.18
	54,000	\$ 816.77	\$ 5.10
	90,000	\$ 1,000.37	\$ 6.48
COMPOUND CODE 9	4 IN 0	\$ 645.68	\$ 3.19
	18,000	\$ 703.10	\$ 3.57
	36,000	\$ 767.36	\$ 4.18
	54,000	\$ 842.60	\$ 5.10
	90,000	\$ 1,026.20	\$ 6.48
4 IN TURBINE CODE 10	0	\$ 1,084.73	\$ 3.19
	18,000	\$ 1,142.15	\$ 3.57
	36,000	\$ 1,206.41	\$ 4.18
	54,000	\$ 1,281.65	\$ 5.10
	90,000	\$ 1,465.25	\$ 6.48
6 IN COMPOUND CODE 11	0	\$ 1,291.35	\$ 3.19
	18,000	\$ 1,348.77	\$ 3.57
	36,000	\$ 1,413.03	\$ 4.18
	54,000	\$ 1,488.27	\$ 5.10
	90,000	\$ 1,671.87	\$ 6.48
6 IN TURBINE CODE 12	0	\$ 2,376.08	\$ 3.19
	18,000	\$ 2,433.50	\$ 3.57
	36,000	\$ 2,497.76	\$ 4.18
	54,000	\$ 2,573.00	\$ 5.10
	90,000	\$ 2,756.60	\$ 6.48
8 IN COMPOUND CODE 13	0	\$ 2,087.13	\$ 3.19
	18,000	\$ 2,144.55	\$ 3.57
	36,000	\$ 2,208.81	\$ 4.18
	54,000	\$ 2,284.05	\$ 5.10
	90,000	\$ 2,467.65	\$ 6.48

**City of Schertz  
Schedule of Fees**

<b>Public Works - Water Rates Commercial</b>	<b>2022-23</b>
--	----------------

GALLONS SOLD BY METER SIZE (COMMERCIAL)

METER	BLOCK GALLONS	BLOCK RATE	RATE 1000
8 IN	0	\$ 4,174.25	\$ 3.19
TURBINE	18,000	\$ 4,231.67	\$ 3.57
CODE 14	36,000	\$ 4,295.93	\$ 4.18
	54,000	\$ 4,371.17	\$ 5.10
	90,000	\$ 4,554.77	\$ 6.48
10 IN	0	\$ 3,000.24	\$ 3.19
COMPOUND	18,000	\$ 3,057.66	\$ 3.57
CODE 15	36,000	\$ 3,121.92	\$ 4.18
	54,000	\$ 3,197.16	\$ 5.10
	90,000	\$ 3,380.76	\$ 6.48
10 IN	0	\$ 6,522.25	\$ 3.19
TURBINE	18,000	\$ 6,579.67	\$ 3.57
CODE 16	36,000	\$ 6,643.93	\$ 4.18
	54,000	\$ 6,719.17	\$ 5.10
	90,000	\$ 6,902.77	\$ 6.48
12 IN	0	\$ 8,609.39	\$ 3.19
TURBINE	18,000	\$ 8,666.81	\$ 3.57
CODE 17	36,000	\$ 8,731.07	\$ 4.18
	54,000	\$ 8,806.31	\$ 5.10
	90,000	\$ 8,989.91	\$ 6.48
FH METER		\$ 122.72	\$ 9.43
Cibolo Wholesale Water Rate			\$ 3.27



**City of Schertz  
Schedule of Fees**

<b>Drought Contingency Surcharges</b>	<b>2022-23</b>
For the first 1,000 gallons over allocation*	\$ 2.00
For the second 1,000 gallons over allocation*	\$ 3.00
For the third 1,000 gallons over allocation*	\$ 4.00
For each additional 1,000 gallons over allocation*	\$ 5.00
 Drought Contingency Violation Fines, up to	 \$ 200.00

\*Refer to the Conservation Ordinance for all allocations

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** October 11, 2022  
**Department:** Executive Team  
**Subject:** Resolution No. 22-R-102 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing Subdivision Improvement, Reimbursement and Capital Recovery Offset Agreements with Schertz 1518, Ltd. (M. Browne/B. James)

---

**BACKGROUND**

The Developer of the Crossvine, Schertz 1518, Ltd. is requesting approval of a number of agreements associated with the development of their property. The timing of the improvements to FM 1518 and the relocation of infrastructure is impacting the development of their property. They have requested a series of agreements with the City to try to coordinate the construction of infrastructure in a timely and cost-effective manner.

The first agreement is a Subdivision Improvement Agreement regarding Module 3A, Unit 1. It allows the plat to be filed prior to all the infrastructure being accepted. This phase is impacted by the construction of the Woman Hollering Creek Wastewater Line. The developer is unable to complete all the infrastructure triggered by platting until that occurs. The development will function prior to that, so staff does not have concerns about allowing the plat to be filed. Schertz 1518, Ltd. is putting up a surety.

The second agreement is a reimbursement agreement with Schertz 1518, Ltd. associated with Module 3A, Unit 1 and involves improvements to utilities impacted by the FM 1518 expansion. The developer is having to make some improvements associated with Module 3A, Unit 1 and the City requested they make some additional improvements the City would otherwise have had to make. The City's cost are estimated to be around \$1,280,000.

The third agreement involves improvements to Lower Seguin Road. The developer is desiring to plat a portion of their property on the south side of Lower Seguin Road for the development of an apartment complex. This would trigger the requirement that they construct half of Lower Seguin Road adjacent to the property. Improving a short section of one half of Lower Seguin Road adds very little value. As such the developer is proposing to be allowed to defer that construction to June 30, 2024. Rather than constructing just that section of road, the developer would construct the entire width from generally FM 1518 to generally the western limits of the property they own on the north side. The City would pay for the cost of construction that the developer of the Crossvine is not obligated to construct. The City also agrees to reimburse the developer on a dollar for dollar basis (rather than provide vehicle mile credits) from roadway impact fees collected from within the Crossvine for the costs associated with the portions they are required to build. The benefit of this arrangement is staff anticipates getting a significant section of Lower Seguin Road, approximately 2,000 feet, built much sooner than it would be otherwise and the City does not have to manage the project.

**GOAL**

Provide for the orderly development of infrastructure within the City of Schertz.

**COMMUNITY BENEFIT**

Provide for development of infrastructure in a timely, cost-effective manner.

**SUMMARY OF RECOMMENDED ACTION**

Approval of the agreements with Schertz FM 1518, Ltd.

**FISCAL IMPACT**

There is no cost to the City associated with the Subdivision Improvement Agreement for Module 3A, Unit 1.

The cost to the City associated with the Reimbursement Agreement for Module 3A, Unit 1 is estimated to be \$1,280,000 but will be the actual costs, subject to verification by City staff.

The costs associated with the Roadway Capital Recovery Offset and Reimbursement Agreement tied to Lower Seguin Road for the City are more difficult to estimate. Ultimately they will be the actual costs, subject to City review and approval. Per the Roadway Impact Fee Study, the cost was estimated to be just over \$1.5 million, but that was in 2017 and the construction will not begin for another year. Funds will come from roadway impact fees in that service area.

**RECOMMENDATION**

Approval of Resolution 22-R-102

---

**Attachments**

Res 22 R 102

Agreement Module 3A Unit 1

Reimbursement Agreement FM 1518

crossvine lower seguin roadway

---

## **RESOLUTION NO. 22-R-102**

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A SUBDIVISION IMPROVEMENT, REIMBURSEMENT AND CAPITAL RECOVERY OFFSET AGREEMENTS WITH SCHERTZ 1518, LTD. AND OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the Landowner desires to defer certain dedication and improvement obligation for Crossvine Module 3A, 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 of Schertz is obligated to relocate and construct certain improvements adjacent to FM 1518; and

**WHEREAS**, the developer is obligated to make certain improvements adjacent to FM 1518, and

**WHEREAS**, the developer and City have agreed that it is in the public interest for the developer to construct all of the improvements and be reimbursed by the City for the portions the City is obligated to improve; and

**WHEREAS**, the developer has offered to construct improvement to Lower Seguin Road, beyond their obligation and do so within a specified time frame; and

**WHEREAS**, the City agrees to reimburse the developer for the cost to construct Lower Seguin Road beyond their obligation; 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 Agreements.

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

Section 1. The City Council hereby authorizes the City Manager to execute the agreements as outlined in Exhibits "A", "B" and "C" generally as attached.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the 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 11<sup>th</sup> day of October, 2022.

---

Ralph Gutierrez, Mayor

ATTEST:

---

Brenda Dennis, City Secretary  
(SEAL OF THE CITY)

**Exhibit "A"**  
**Subdivision Improvement Agreement**  
**The Crossvine, Module 3A, Unit 1**

**Exhibit “B”**  
**Reimbursement Agreement with Developer for Construction of Public Improvements**  
**Associated with Module 3A, Unit 1 (The Crossvine)**

**Exhibit “C”**  
**Roadway Capital Recovery Offset and Reimbursement with**  
**Developer for Construction of Public Improvement Agreement**  
**For Lower Sequin Road**





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

1. Ownership of the Property. The Owner hereby represents and warrants that, as of the Effective Date, it has not conveyed, assigned, or transferred all or any portion of its interest in **The Crossvine Module 3A, Unit 1** to any other person or entity (any such person or entity referred to herein as “Purchaser”), nor is it a party to any contract or other understanding to do so that is not subject to this Agreement.

2. Scope of Improvements. The Improvements addressed and contemplated by this Agreement to be completed subsequent to Final Plat Recordation include (i) improvements being undertaken by Owner on its own behalf and on behalf of the City, and (ii) improvements being undertaken by City on behalf of the City.

(a) The Improvements to be completed by Owner are those improvements identified on construction plans which have been approved by the City and are more specifically identified as Module 3A Unit 1 Construction Plan Improvements prepared by Malone Wheeler, Inc. (“Module 3A Unit 1 Construction Plan Improvements”) as:

(b) The Improvements to be completed by City are those improvements identified on construction plans which have been approved by the City and are more specifically identified as the “Woman Hollering Creek Wastewater Lines” (herein so called) prepared by Cobb Findley;

(c) The parties hereto acknowledge and agree that the cost and expenses associated with the Improvements that are the Woman Hollering Creek Wastewater Lines are the responsibility of the City. The parties hereto acknowledge and agree that the cost and expenses associated with the Improvements that are the Module 3A Unit 1 Construction Plan Improvements are the responsibility of the Owner; subject, however, to the agreement of the City to reimburse Owner as provided for in a separate Reimbursement Agreement with Owner for Construction of Public Improvements Associated with Module 3A Unit 1 (The Crossvine) (the “Reimbursement Agreement”) between the parties.

3. Construction of Improvements; Covenants. The Owner and the City covenant and agree to the following:

(a) The Owner is obligated by Section 21.12.10 of the City’s Unified Development Code to construct, or cause to be constructed, all Module 3A Unit 1 Construction Plan Improvements including roadway, drainage, wastewater, electric, and certain water improvements more particularly shown on those Module 3A Unit 1 Construction Plan Improvements referenced in Section 2(a) which have been approved and have been included as part of the application for plat approval for the subdivision titled **The Crossvine Module 3A, Unit 1**.

(b) Section 21.12.10 of the City’s Unified Development Code requires the completion of the Woman Hollering Creek Wastewater Lines more

particularly shown on those certain Woman Hollering Creek Wastewater Lines referenced in Section 2(b) above.

(c) The completion of the Woman Hollering Creek Wastewater Lines, which is required in order for the Owner to complete the Module 3A Unit 1 Construction Plan Improvements, have been delayed and such delay has resulted in a corresponding delay in the completion of the Module 3A Unit 1 Construction Plan Improvements.

(d) The City agrees that it shall promptly and expeditiously undertake the construction and completion of the Improvements represented by the Woman Hollering Creek Wastewater Lines and shall prosecute the completion thereof in a prompt and workmanlike fashion and the date of completion and acceptance thereof shall be the "Woman Hollering Creek Wastewater Lines Completion Date".

(e) The Module 3A Unit 1 Construction Plan Improvements shall be built and completed in accordance with City design standards by Owner within six months (6 months) after the Woman Hollering Creek Wastewater Lines Completion Date.

(f) The remaining cost of the Module 3A Unit 1 Construction Plan Improvements is estimated to be **One Million Two Hundred Sixty-Five Thousand and NO/100 (\$1,265,000.00)** (the "Cost Estimate-Improvements"). The Owner and the City agree that the amount of the Cost Estimate-Improvements set forth herein is a commercially reasonable estimate of the remaining cost of the Module 3A Unit 1 Construction Plan Improvements.

(g) In lieu of the (i) Owner's obligation to construct, or cause to be constructed, the Module 3A Unit 1 Construction Plan Improvements at or before the Final Plat Recordation, Owner shall provide to the City, concurrent with the execution of this Agreement, surety in the form attached hereto as **Exhibit "C"** (the "Surety") in an aggregate amount equal to 100% of the Cost Estimate-Improvements (the "Improvement Funds") and which Surety shall provide that it automatically renews in the event that it has not been released at the time of its expiration.

(h) City acknowledges that Owner has entered into an agreement with a reputable general contractor to complete the Module 3A Unit 1 Construction Plan Improvements.

(i) Owner agrees within six (6) months of the Woman Hollering Creek Wastewater Lines Completion Date to complete the construction of the Module 3A Unit 1 Construction Plan Improvements in accordance with the Construction Plans and in full compliance with City of Schertz Unified Development Code Section 21.4.15, which is incorporated by reference herein as though fully set forth in this Section of this Agreement.

(j) For the purpose of clarification, and in no way limiting Owner's obligations under Section 21.4.15, the Parties agree that full completion of construction of the Module 3A Unit 1 Construction Plan Improvements shall not be deemed to have occurred until the City accepts such Improvements in the manner prescribed in Section 21.4.15. D of the City's Unified Development Code.

(k) In the event Owner fails to fully complete construction of the Module 3A Unit 1 Construction Plan Improvements within six (6) months of the Woman Hollering Creek Wastewater Lines Completion Date in the manner prescribed herein, City may declare this Agreement to be in default and at the City's sole discretion:

- (i) require that all Improvements be installed by Owner regardless of the extent of completion of the improvements on the Property at the time this Agreement is declared to be in default;
- (ii) unilaterally draw from the Improvement Funds sufficient amount to complete the Improvements itself or through a third party; or
- (iii) assign the Improvement Funds to any third party, including a subsequent owner of the Property, provided that such Improvements Funds shall only be assigned for the purpose of causing the construction of the Improvements 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 Improvements.

(l) Within 30 days of the City's acceptance of the Improvements, the City shall release the Surety to Owner and the Parties shall have no further obligation to each other under this Agreement.

4. Approval of Agreement. The City has approved the execution and delivery of this Agreement pursuant to Section 21.4.15(E).(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.

5. Governmental Immunity. The City does not waive or relinquish any immunity or defense 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.

6. 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.

7. 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.

8. 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.

9. 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.  
2402 S. 2<sup>nd</sup> St.  
Austin, Texas 78704  
Attn: Bradley Bechtol

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 Hyde & Zech, P.C.  
2517 N. Main Avenue  
San Antonio, Texas 78212  
Attention: T. Daniel Santee

10. 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.

11. 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.

12. 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.

13. 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 Guadalupe 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 a consent by suit by any party.

*[ Signatures and acknowledgments on the following pages]*

Signature Page to  
Subdivision Improvement Agreement

This Subdivision Improvement Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

Owner:

**SCHERTZ 1518, LTD.**

a Texas limited liability company

By: MTR-Schertz 1518 Management Company,  
LLC

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

  
Bradley Bechtol  
Manager

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

9/15/2022

THE STATE OF TEXAS

§

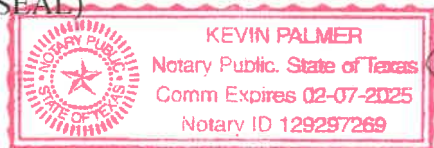
§

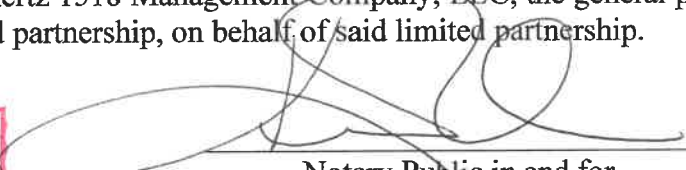
COUNTY OF TRAVIS

§

This instrument was acknowledged before me on the 15 day of September, 2022 by Bradley Bechtol, the manager of MTR-Schertz 1518 Management Company, LLC, the general partner of Schertz 1518, Ltd., a Texas limited partnership, on behalf of said limited partnership.

(SEAL)



  
Notary Public in and for  
The State of Texas

My Commission Expires: 02/07/2025

Signature Page to  
Subdivision Improvement Agreement

This Subdivision Improvement Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

City:

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

By: \_\_\_\_\_  
Name: Dr. Mark Browne, its City Manager  
Date: \_\_\_\_\_

THE STATE OF TEXAS       §  
  §  
COUNTY OF GUADALUPE   §

This instrument was acknowledged before me on the \_\_\_\_ day of September, 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: \_\_\_\_\_

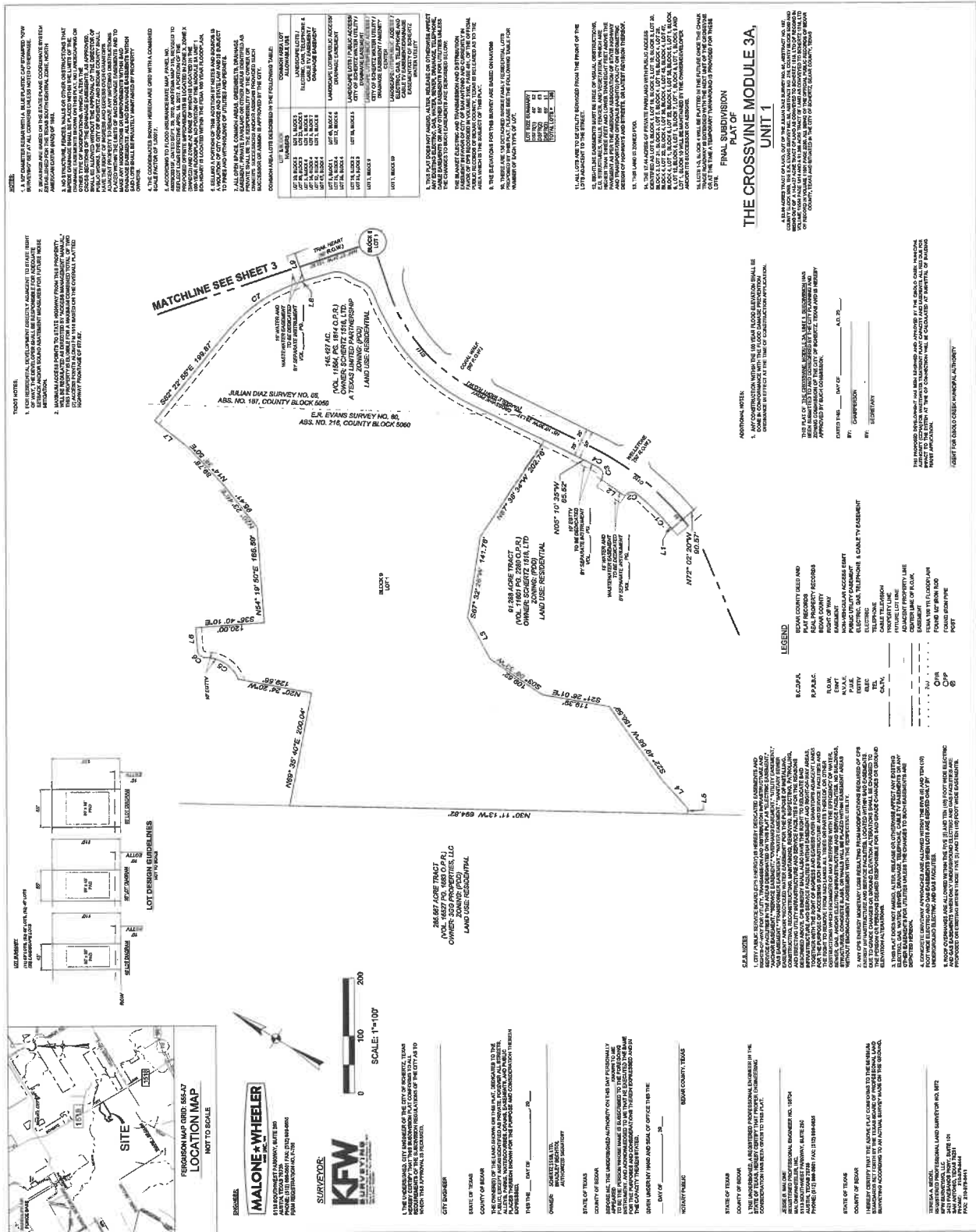


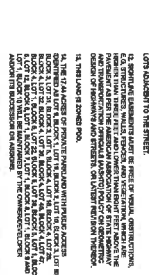
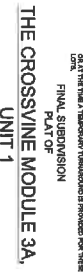
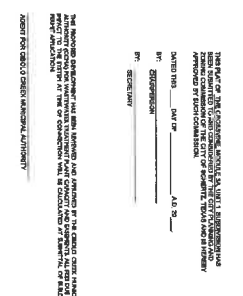
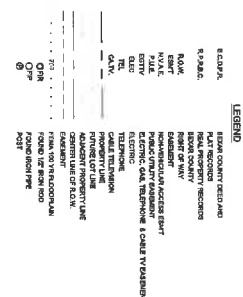
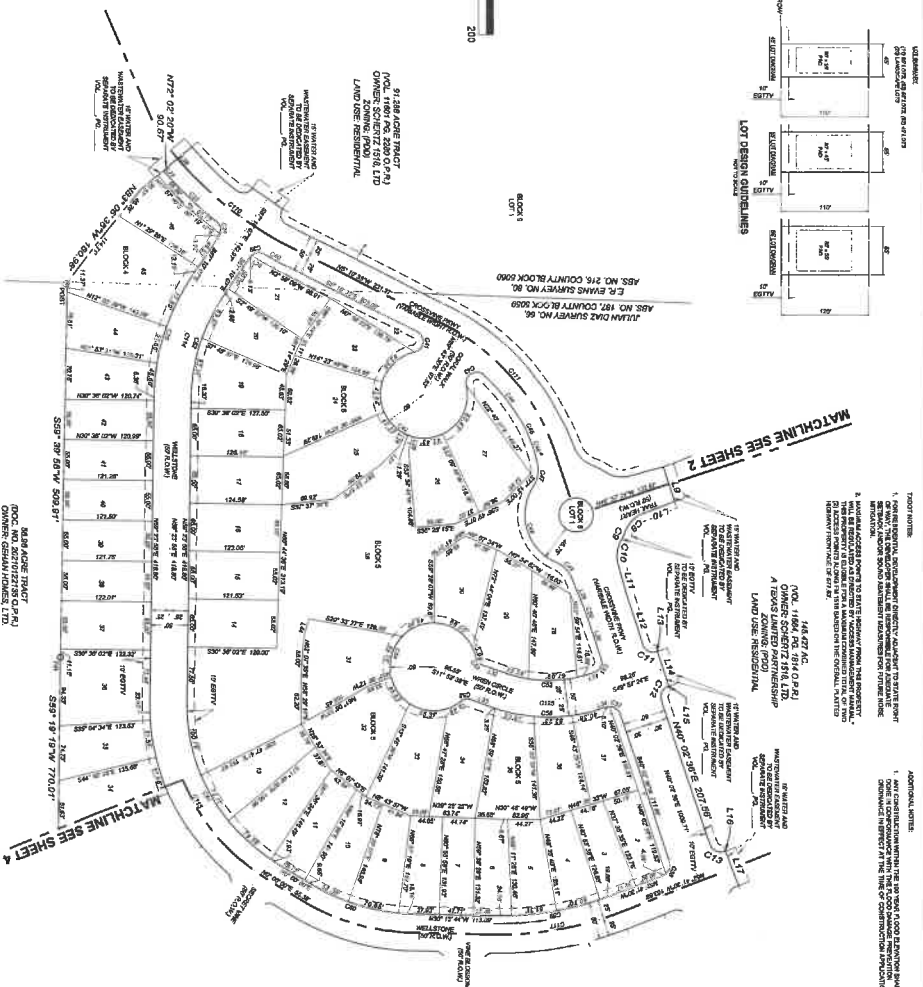
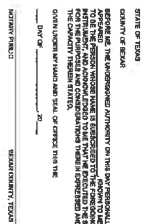
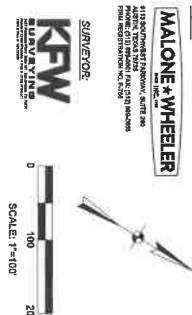
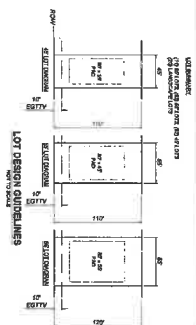
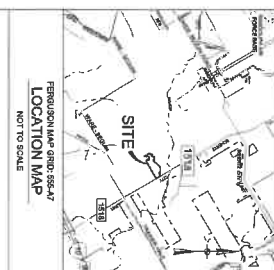
**EXHIBIT "A"**

Legal Description - The Property  
[Module 3A, Unit 1 of The Crossvine]

***[ See attached ]***













STATE OF TEXAS  
COUNTY OF BEAVER  
CITY OF BEAVER  
1. CITY OF BEAVER  
2. CITY OF BEAVER  
3. CITY OF BEAVER  
4. CITY OF BEAVER  
5. CITY OF BEAVER  
6. CITY OF BEAVER  
7. CITY OF BEAVER  
8. CITY OF BEAVER  
9. CITY OF BEAVER  
10. CITY OF BEAVER  
11. CITY OF BEAVER  
12. CITY OF BEAVER  
13. CITY OF BEAVER  
14. CITY OF BEAVER  
15. CITY OF BEAVER  
16. CITY OF BEAVER  
17. CITY OF BEAVER  
18. CITY OF BEAVER  
19. CITY OF BEAVER  
20. CITY OF BEAVER  
21. CITY OF BEAVER  
22. CITY OF BEAVER  
23. CITY OF BEAVER  
24. CITY OF BEAVER  
25. CITY OF BEAVER  
26. CITY OF BEAVER  
27. CITY OF BEAVER  
28. CITY OF BEAVER  
29. CITY OF BEAVER  
30. CITY OF BEAVER  
31. CITY OF BEAVER  
32. CITY OF BEAVER  
33. CITY OF BEAVER  
34. CITY OF BEAVER  
35. CITY OF BEAVER  
36. CITY OF BEAVER  
37. CITY OF BEAVER  
38. CITY OF BEAVER  
39. CITY OF BEAVER  
40. CITY OF BEAVER  
41. CITY OF BEAVER  
42. CITY OF BEAVER  
43. CITY OF BEAVER  
44. CITY OF BEAVER  
45. CITY OF BEAVER  
46. CITY OF BEAVER  
47. CITY OF BEAVER  
48. CITY OF BEAVER  
49. CITY OF BEAVER  
50. CITY OF BEAVER  
51. CITY OF BEAVER  
52. CITY OF BEAVER  
53. CITY OF BEAVER  
54. CITY OF BEAVER  
55. CITY OF BEAVER  
56. CITY OF BEAVER  
57. CITY OF BEAVER  
58. CITY OF BEAVER  
59. CITY OF BEAVER  
60. CITY OF BEAVER  
61. CITY OF BEAVER  
62. CITY OF BEAVER  
63. CITY OF BEAVER  
64. CITY OF BEAVER  
65. CITY OF BEAVER  
66. CITY OF BEAVER  
67. CITY OF BEAVER  
68. CITY OF BEAVER  
69. CITY OF BEAVER  
70. CITY OF BEAVER  
71. CITY OF BEAVER  
72. CITY OF BEAVER  
73. CITY OF BEAVER  
74. CITY OF BEAVER  
75. CITY OF BEAVER  
76. CITY OF BEAVER  
77. CITY OF BEAVER  
78. CITY OF BEAVER  
79. CITY OF BEAVER  
80. CITY OF BEAVER  
81. CITY OF BEAVER  
82. CITY OF BEAVER  
83. CITY OF BEAVER  
84. CITY OF BEAVER  
85. CITY OF BEAVER  
86. CITY OF BEAVER  
87. CITY OF BEAVER  
88. CITY OF BEAVER  
89. CITY OF BEAVER  
90. CITY OF BEAVER  
91. CITY OF BEAVER  
92. CITY OF BEAVER  
93. CITY OF BEAVER  
94. CITY OF BEAVER  
95. CITY OF BEAVER  
96. CITY OF BEAVER  
97. CITY OF BEAVER  
98. CITY OF BEAVER  
99. CITY OF BEAVER  
100. CITY OF BEAVER

**EXHIBIT “B”**

Submitted Final Plat  
[Module 3A, Unit 1]

*[ See attached ]*



## **EXHIBIT "C"**

### **Improvement Funds Surety**

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

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

Expiration Date: (+ one year)

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 3A, 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: \_\_\_\_\_

**REIMBURSEMENT AGREEMENT WITH DEVELOPER FOR  
CONSTRUCTION OF PUBLIC IMPROVEMENTS  
ASSOCIATED WITH MODULE 3A UNIT 1 (THE CROSSVINE)**

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

This Reimbursement Agreement with Developer for Construction of Public Improvements Associated with Module 3A Unit 1 (The Crossvine) (the "Agreement") is by and between the City of Schertz, a Texas municipal corporation (the "City"), and Schertz 1518, Ltd., owner and developer of certain hereinafter described property located within the City (the "Developer"), all collectively referred to as "Parties", and is effective upon the execution of this Agreement by the Developer and the City (the "Effective Date").

**WHEREAS**, Developer wishes to develop certain property (hereinafter, the "Property" or "Crossvine Module 3A Unit 1 Subdivision") located within the City limits, which is approximately 53.27 acres of land, out of the Julian Diaz Survey No.66, Abstract No. 187, County Block 5059, the E.R. Evans Survey No. 80, Abstract No. 216, County Block 5060 and being out of a 145.427 acre tract of land as conveyed to Schertz 1518, LTD of record in Volume 11564 Page 1814 and a 91.288 acre tract of land as conveyed to Schertz 1518, LTD of record in Volume 11601 Page 2280, all being of the official public records of Bexar County, Texas and situated in the City of Schertz, Bexar County, Texas.

**WHEREAS**, the Property abuts FM 1518, a Texas Department of Transportation ("TxDOT") ROW, wherein all City of Schertz water infrastructure (the "Improvements") must be relocated as depicted in Exhibit "A", and where said Improvements have not been completed; and

**WHEREAS**, during the development planning stage for the Property, the City submitted to the Developer a request that the Developer undertake the completion of the Improvements for the benefit of the City, which Improvements will benefit portions of the City beyond The Crossvine Module 3A Unit 1 Subdivision; and

**WHEREAS**, TxDOT is expanding FM 1518 and by such expansion requiring the existing City of Schertz water infrastructure to be relocated out of the FM 1518 ROW and into utility easements; and

**WHEREAS**, Developer and the City have agreed that the Developer will construct certain Improvements that must be relocated out of the FM 1518 ROW as depicted in Exhibit "A", and the City has agreed to reimburse the Developer for all of the costs associated with the construction of the Improvements as more specifically set forth herein; and

**WHEREAS**, the City and Developer find it to be to their mutual advantage to enter into this Agreement for the construction of the Improvements; and

**WHEREAS**, the Property and Improvements are located within the Schertz Tax Increment

Reinvestment Zone Number Two; and

**WHEREAS**, Section 212.071, et. seq. of the Texas Local Government Code authorizes municipalities to enter into a contract with a developer of a subdivision or land in the municipality to construct public improvements related to the development without complying with the competitive sealed bidding procedures of Chapter 252 of the Texas Local Government Code; and,

**NOW THEREFORE**, for and in consideration of the premises and mutual obligations, covenants, and benefits hereinafter set forth, the Parties agree as follows:

**ARTICLE I – Definitions.**

The following terms and phrases used in this Agreement shall have the meanings ascribed hereto:

- 1.1. “Agreement” means this agreement, including any amendments hereto, between the City and Developer.
- 1.2. “Contractor” shall mean the person, firm, corporation, partnership, association, or other entity awarded the contract by Developer for the construction and installation of the Improvements.
- 1.3. “City’s Costs” shall mean all of the costs associated with the construction of the Improvements including, but not limited to, construction costs, engineering costs, legal costs, administrative costs, and consulting costs of third parties, the cost of bonds and insurance, costs or expenses associated with soliciting bids for the construction of the Improvements, costs of acquiring easements, surveying, geotechnical, and materials testing costs; ancillary costs associated with, caused by, or occasioned by any delay on the part of the City in obtaining permits, approving plans, submissions, or applications, i.e., remobilization costs or increases in the cost of materials resulting from such delays, and similar costs or expenses; it being the intent hereof that all such costs shall be the responsibility of the City of Schertz and Developer shall have no cost, exposure or liability therefor except as set forth in Section 2.2 below. The City’s Costs are estimated to be approximately One Million Two Hundred Eighty Thousand and No/100 Dollars (\$1,280,000.00).
- 1.4. “Improvements” shall mean the improvements depicted on Exhibit “A”

**ARTICLE II – Construction of Improvements.**

- 2.1. Acquisition of Easements. Developer agrees to acquire and dedicate (or provide for future dedication of) all necessary utility easements required in order to construct the Improvements. Easements may be dedicated via approved recorded subdivision plat or through separate instrument approved by the City.
- 2.2. Construction of Improvements. Developer agrees to construct the Improvements in accordance with the plans and specifications previously approved by the City Engineer and the construction permits issued by the City. No change in the

construction plans shall be made by Developer without the prior written approval of the City Engineer, which approval shall not be unreasonably hindered, withheld, or delayed. For the purposes hereof, all changes in construction plans which are submitted to the City of Schertz for approval shall be approved or denied within ten (10) calendar days of submission and, if not denied within such time period they shall be deemed approved. The entire responsibility for the payment of the costs and expenses associated with the planning, administration, and construction of the Improvements shall be the responsibility and obligation of Developer, subject, however, to the reimbursement obligations of the City as herein provided.

2.3. Contracts for Construction. The City acknowledges that Developer has utilized the competitive sealed bidding procedure as defined in Local Government Code Sec.252 Subchapter C to select a qualified Contractor to construct the Improvements in accordance with the plans and specifications which have been approved by the City Engineer. Developer shall be solely responsible for payment of the work as it is completed and shall make all payments in a timely manner to the Contractor, sub-contractors, and other parties involved in the construction of the Improvements, subject, however, to the reimbursement obligations of the City as herein provided.

2.4. Performance, Payment, and Warranty Bonds. Developer shall post (or cause to be posted) with the City faithful performance, payment, and warranty bonds for construction of the Improvements to ensure completion of the project. The bond must be executed by a corporate surety in accordance with Chapter 2253, Texas Government Code. The Developer shall covenant to warrant the Improvements for a period of two (2) years following acceptance by the City of all Improvements. A warranty bond shall be provided in the amount of 20% of the costs of the Improvements for such period. The costs of such bonds shall be a City Cost and shall be reimbursable to Developer.

2.5. Inspection. The City Engineer or designee shall periodically inspect the construction of the Improvements in the same manner, and shall possess the same authority, as is provided during the construction of subdivision improvements pursuant to the City of Schertz Subdivision Ordinance, as amended.

2.6. Insurance. The Contractor awarded the contract to construct the Improvements shall be required to carry Worker's Compensation Insurance on his employees and public liability and property damage insurance on his equipment and employees. The public liability insurance shall be not less than five hundred thousand dollars (\$500,000.00) per person and one million dollars (\$1,000,000.00) per occurrence, with property damage insurance of not less than five hundred thousand dollars (\$500,000.00). In addition, City shall be furnished with Certificates of Insurance and shall be named an additional insured on such Certificates, and City shall be notified within thirty calendar days of any cancellation of such insurance.

2.7. Accounting. Developer shall submit to City a complete accounting of all costs incurred by Developer in the construction of the Improvements. City will not contribute or pay for any costs incurred by Developer which were not contemplated to be reimbursable costs by City. Developer shall maintain the accounting of the

Improvements for a period of two years from the date of acceptance by the City, and the City may inspect the Developer's books and records related to the Improvements at any time with reasonable notice.

**2.8. Indemnity. Developer agrees to protect, indemnify, and save City harmless from and against all claims, demands and causes of action of every kind and character arising in favor of any third party on account of, or resulting from, the gross negligence or willful misconduct of Developer or Developer's agents, representatives, employees, contractors, or subcontractors.**

### **ARTICLE III – Obligations and Payments.**

3.1. Developer Obligations. The Developer agrees to dedicate or cause to be dedicated to the City all necessary easements required in order to construct the Improvements. Easements which are granted will be reflected on the final plats or, where necessary, dedicated by separate instrument. Easements granted by third parties will be dedicated by separate instrument.

3.2. City Obligations. The City agrees to pay City's Costs to Developer as set forth herein pursuant to the procedures set forth in Section 3.3 below.

3.3. Payment Procedures. City shall deliver to Developer payment of the City's Costs as provided in this this section.

3.3.1 Developer shall periodically submit (anticipated to be monthly) a draw request (the "Draw Request") and the City Engineer shall review the Draw Request showing costs incurred by the Developer during the prior month (or similar construction period) which are City's Costs. The Draw Request shall include lien waivers from the contractor for the percentage of completion or amount requested. Within eight (8) days of the submission of the Draw Request to the City, the Developer shall certify to the City that it has approved the Draw Request. Provided, however, City understands and recognizes that Developer is advancing its capital for City's Costs and that Developer may submit Draw Requests more frequently than monthly to the extent that some invoices and/or Draw Requests are submitted by the Contractor to Developer more frequently than monthly.

3.3.2 Upon the City Engineer's receipt of each Draw Request, the City Engineer shall promptly inspect the Improvements (or otherwise be satisfied with information and evidence submitted by Developer) to confirm the percentage of completion as set forth in the Draw Request. The City Engineer shall approve or reject the Draw Request within ten (10) days of submission of the Draw Request by Developer. If approved, the City Engineer shall promptly cause the City to reimburse Developer for the amount of the Draw Request which Draw Request shall be funded within fifteen (15) days of approval by the City Engineer. If rejected, the City Engineer shall specify the reason for rejection and the requirements to cure the objection. Upon cure and approval,

the City Engineer shall immediately cause the City to reimburse Developer for the amount of the Draw Request. It is understood and acknowledged that the City's Costs may be part of a larger draw request for work being performed by and for Developer.

3.3.3 Upon the City Engineer's receipt of the final Draw Request, a final inspection on the Improvements shall be conducted, noting any required corrections or repairs. Once corrections or repairs are made and deemed acceptable, the City will accept the Improvements and reimburse Developer the final payment as represented by the final Draw Request.

3.3.4 Developer shall submit, and the City Engineer shall review, documentation dedicating all required utility easements. Utility easements shall be considered dedicated upon appropriate approval, execution, and recordation of any documents establishing the easements with the Bexar County Clerk's office. The recording fees (if any) shall be a reimbursable cost.

#### **Article IV – Assignment, Modification and Waiver.**

4.1. Assignment. This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

4.2. Amendment or Modification. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the Parties.

4.3. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties hereto and shall not be construed to confer any rights upon any third party.

4.4. Remedies Not Exclusive. The rights and remedies contained in this Agreement shall not be exclusive but shall be cumulative of all rights and remedies now or hereinafter existing, by law or in equity.

4.5. Waiver. The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

4.6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties related to the subject matter of this Agreement and supersedes any and all prior agreements, whether oral or written, dealing with the subject matter of this Agreement.

4.7. Venue. This Agreement shall be performable and enforceable in Guadalupe County, Texas, and shall be construed in accordance with the laws of the State of Texas.

4.8. Severability. If any term or provision of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall not in any way be invalidated, impaired or affected.

4.9. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

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

With copy to: Denton Navarro Rocha Bernal & Zech, P.C.  
2417 N. Main Avenue  
San Antonio, TX 78212  
Attention: T. Daniel Santee

If to Developer: Schertz 1518, Ltd.  
2402 S. 2<sup>nd</sup> St.  
Austin, Texas 78704  
Attn: Bradley Bechtol

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

4.10. No Joint Venture. Nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Except, as otherwise specifically provided herein, neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

4.11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

*[ Signatures and acknowledgments on the following pages ]*



Signature Page to  
Reimbursement Agreement with Developer for Construction of Public Improvements  
Associated with Module 3A Unit 1 (The Crossvine)

This Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

Developer:

**SCHERTZ 1518, LTD., a Texas limited  
partnership  
BY: MTR-Schertz 1518 Management  
Company, LLC, a Texas limited liability  
company**

By:   
Bradley Bechtol, Manager

THE STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on the 15 day of September, 2022 by Bradley Bechtol, Manager of for the MTR-Schertz 1518 Management Company, LLC, a Texas limited liability company, general partner of Schertz 1518, Ltd., a Texas limited partnership, on behalf of such entities, purposes herein expressed.

(SEAL)



  
Notary Public in and for  
The State of Texas

My Commission Expires: 02/07/2025

**Signature Page to**  
**Reimbursement Agreement with Developer for Construction of Public Improvements**  
**Associated with Module 3A Unit 1 (The Crossvine)**

This Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

City:

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

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

THE STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR           §

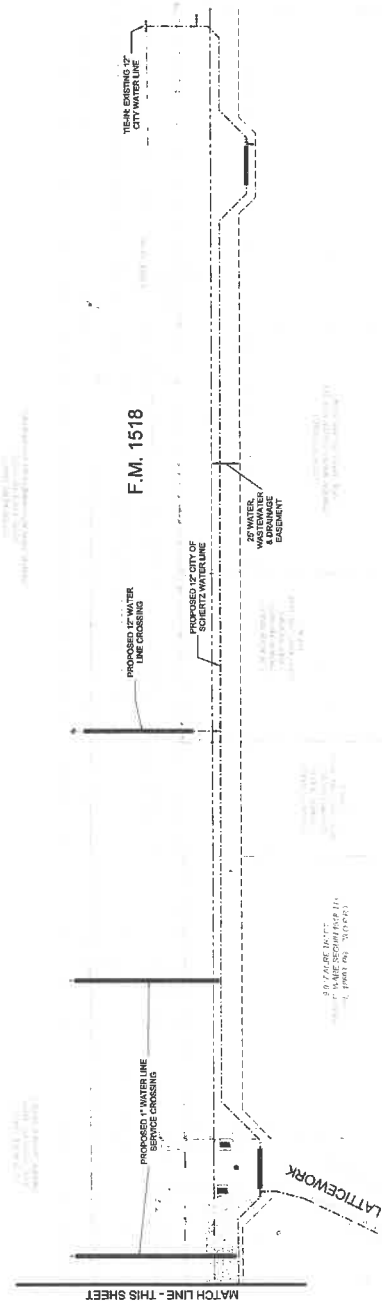
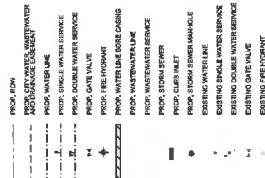
This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022 by Mark Browne, City Manager of the City of Schertz, Texas, a Texas municipal corporation, on behalf of said City.

(SEAL)

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

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

**EXHIBIT A**  
**IMPROVEMENTS**



CIVIL ENGINEERING & DEVELOPMENT CONSULTING & PROJECT MANAGEMENT  
5113 Southwest Pkwy., Suite 260  
Austin, Texas 78735  
Phone: (512) 899-0601 Fax: (512) 899-0655  
Firm Registration No. F-286

EXHIBIT A - MODULE 3A UNIT 1  
PROPOSED CITY OF SCHERTZ  
WATER LINE LOCATION

THE STATE OF TEXAS §  
§ SS.  
BEXAR COUNTY §

**ROADWAY CAPITAL RECOVERY OFFSET AND REIMBURSEMENT WITH  
DEVELOPER FOR CONSTRUCTION OF PUBLIC IMPROVEMENT AGREEMENT  
FOR LOWER SEGUIN ROAD**

This Agreement ("**Agreement**") is made by and between the City of Schertz, (hereinafter "**City**") a Texas Home Rule municipality and Schertz 1518, Ltd. (hereinafter "**Developer**") a Limited Partnership created under the laws of Texas, (collectively, the "**Parties**") and is effective upon the execution of this Agreement by the Developer and the City (the "**Effective Date**").

**RECITALS**

**WHEREAS**, pursuant to City of Schertz Code of Municipal Ordinances Chapter 78, Article VII, the City of Schertz has adopted Roadway Capital Recovery Fees (sometimes hereinafter referred to as "capital recovery fee"); and

**WHEREAS**, pursuant to City of Schertz Code of Municipal Ordinances Section 78-178, where, in order to serve new development, a developer is required to construct, contribute to, or dedicate, a capital improvement or facility expansion identified in the capital improvements plan (the "**Required Improvements**") the City and Developer may enter into this Agreement whereby the Developer is: (1) credited for the reasonable and necessary costs of the capital improvement or facility expansion against the impact fees otherwise due from the new development; or (2) reimbursed for all or a portion of the reasonable and necessary costs of the capital improvement or facility expansion from impact fees as received from other new developments that use the capital improvement or facility expansion; and

**WHEREAS**, Developer wishes to develop certain property (the "**Property**") within the Project which is located within the City limits, identified as a portion of The Crossvine Module 2A which is more specifically identified and graphically depicted on *Exhibit "A"* attached hereto and incorporated herein by reference; and

**WHEREAS**, during the development planning stage for the Property, the Developer submitted to the City a request that the City participate in the completion of the Required Improvements as well as Additional Improvements (hereinafter defined) (the Required Improvements and the Additional Improvements may collectively be referred to as the "**Improvements**"), which will benefit portions of the City beyond the Property; and

**WHEREAS**, Developer is proposing to construct some roadway capital improvements (including the Additional Improvements) prior to when they are required to under municipal ordinances of the City; and,

**WHEREAS**, City and Developer agree that it is mutually beneficial to construct the Additional

Improvements in conjunction with the construction of the Required Improvements; and,

**WHEREAS**, Developer has requested that it be allowed to construct all the Improvements and share the costs with the City as further set forth herein; and

**WHEREAS**, the City desires to have the East Lower Seguin Improvements constructed concurrently with the construction of the Improvements upon the terms and conditions as further set forth herein; and

**WHEREAS**, the City and Developer find it to be to their mutual advantage to enter into this Agreement for the construction of appropriate and necessary public facilities; and

**WHEREAS**, Section 212.071, et. seq. of the Texas Local Government Code authorizes municipalities to enter into a contract with a developer of a subdivision or land in the municipality to construct public improvements related to the development without complying with the competitive sealed bidding procedures of Chapter 252 of the Texas Local Government Code; and,

**WHEREAS**, the zoning of the Property that would trigger the obligation of the Developer to construct the Required Improvements allows for commercial residential development; and,

**WHEREAS**, the Credits (hereafter defined) are of less value to the Developer when used for commercial residential development than traditional residential development given the percentage of the maximum assessable fee the City actually charges; and,

**WHEREAS**, City and Developer desire to enter into this Agreement in order to memorialize Roadway Capital Recovery Fee Credits (sometimes hereinafter referred to as the "Credits") achieved by Developer for reasonable and necessary costs of the capital improvement or facility expansion incurred and as further described herein.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

## **ARTICLE I. DEFINITIONS**

- A. **Additional Benefitted Property**. The Additional Benefitted Property is the property owned by Developer (or affiliates) which would be obligated to provide for the construction of the Additional Improvements (or some portion thereof) at the time such property is rezoned, replatted, or is otherwise the subject of a development application to the City which Additional Benefitted Property is more specifically identified and graphically depicted in *Exhibit "A"*.
- B. **Additional Improvements**. Developer is proposing a capital improvement facility expansion to include the construction of the full width of Lower Seguin Road from FM 1518 west for a distance of approximately 2,000 feet as are more specifically identified and graphically depicted in *Exhibit "B"* to the western boundary of the Project. The Additional Improvements

are those which Developer will be obligated to develop and complete in the future when property owned by Developer adjacent to the area of the Additional Improvements is rezoned, replatted, or is otherwise the subject of a development application to the City.

- C. City Participating Property. The City Participating Property is (i) that property owned by the City or property for which the City is obligated to bear the costs of Improvements as is more specifically identified and graphically depicted in *Exhibit "A"*, and (ii) the East Lower Seguin Improvements (if applicable).
- D. City's Participation Costs. The City's Participation Costs shall mean those costs associated with the construction of the Improvements (and the East Lower Seguin Improvements, if applicable) which are associated with the City Participating Property and are equal to the City's Participation Percentage of the total Construction Costs.
- E. City's Participation Percentage. The City Participating Property comprises twenty-one percent (21%) of the project area (exclusive of the area associated with the East Lower Seguin Improvements) and the City's Participation Percentage shall be twenty-one percent (21%) of the total Construction Costs (exclusive of the Construction Costs associated with the East Lower Seguin Improvements). The City's Participation Percentage for the East Lower Seguin Improvements is one hundred percent (100%) of the Construction Costs associated with the East Lower Seguin Improvements.
- F. Construction Costs. The Construction Costs shall be inclusive of all (i) all permits, costs for submission of applications and similar costs, (ii) engineering, legal, surveying, and professional services costs, (iii) all construction costs as set forth in the construction contract for the Improvements (and the East Lower Seguin Improvements, if applicable) as well as any change orders that may be executed between the parties, and (iv) all ancillary and related costs associated with the construction of the Improvements (and the East Lower Seguin Improvements, if applicable), including costs or value of dedications, bonds, warranties, and fiscal sureties.
- G. Contribution. Developer's Contribution shall be the amount of money which Developer has spent from time to time which has been reviewed and approved by the City as set forth herein.
- H. East Lower Seguin Improvements. The East Lower Seguin Improvements shall include improvements to Lower Seguin east of the intersection of Lower Seguin and FM1518 and which are not adjacent to any Additional Benefitted Property. The location of the East Lower Seguin Improvements is graphically depicted and more specifically identified on *Exhibit "B"* attached hereto.
- I. Improvements. The Improvements shall include the Required Improvements as well as the Additional Improvements but shall not be deemed or construed to include the East Lower Seguin Improvements unless specifically noted.
- J. Location. The project is located on the west side of FM 1518 generally in the area which is north of Ware Seguin Road and extending to include areas north of Lower Seguin Road, as is more specifically graphically depicted in *Exhibit "C"*.

- K. Project. The project is The Crossvine master planned community which is subject to Planned Development District Zoning which is identified as The Crossvine PDD as established by the Sedona Trails PDD which was originally approved by the Planning and Zoning Commission and the City Council of Schertz, Texas on January 24, 2012 (the “Sedona Trails PDD”) by Ordinance 12-S-01. The Sedona Trails PDD was subsequently amended by (i) Ordinance 12-S-16 on August 21, 2012 (the “First Amendment”) (ii) Ordinance 14-S-08 on March 11th, 2014 (the “Second Amendment”), (iii) Ordinance 17-S-01 on February 28, 2017 (the “Third Amendment”), (iv) Ordinance 21-S-08 on March 23, 2021 (the “Fourth Amendment”), (v) Ordinance 21-S-22 on June 8, 2021 (the “Fifth Amendment”), and (vi) Ordinance 21-S-51 on December 14, 2021 (the “Sixth Amendment”).
- J. Property. The portion of the Crossvine Module which is more specifically identified and graphically depicted in *Exhibit "A"*.
- K. Required Improvements. The Required Improvements are those which are required to be provided by Developer pursuant to the requirements of City of Schertz Code of Municipal Ordinances Section 78-178 as a condition to the rezoning or replatting of the Property, such Required Improvements being more specifically identified and graphically depicted in *Exhibit "B"*.

## ARTICLE II.

### ROADWAY CAPITAL RECOVERY FEES; SCOPE OF IMPROVEMENTS

- A. Roadway Capital Recovery Fees. The Maximum Assessable Roadway Capital Recovery Fee in Service Area 3 are \$1,044.48 and \$1,061.26 per service unit depending on the platting date. Residential development in Service Area 3, is collected at \$1,000.00 per service unit for residential and \$175.00 per service unit for non-residential.
- B. Scope of Improvements. The Improvements shall be as shown and reflected on *Exhibit "B"*. *Exhibit "B"* shows the Required Improvements and the Additional Improvements. It is understood that the area and scope of the Additional Improvements may be impacted by (i) the approval, consent, and cooperation of the adjacent landowner (the “**Adjacent Landowner**”) of the “**Adjacent Property**” (as shown and defined on *Exhibit "A"*), (ii) the approval, consent, and cooperation of TXDOT in the construction of the intersection at Lower Seguin Road and FM1518. In the event that the Adjacent Landowner or TXDOT shall not approve, consent to, or cooperate in the full Scope of Improvements as shown on *Exhibit "B"*, then, in that event, the Improvements shall be limited to the maximum Scope of Improvements which can be constructed without the approval, consent, or cooperation of Adjacent Landowner or TXDOT and the City’s participation shall be adjusted accordingly.
- C. Scope of East Lower Seguin Improvements. The East Lower Seguin Improvements shall be as shown and reflected on *Exhibit "B"*. It is understood that the approval, permitting, and construction of the East Lower Seguin Improvements is dependent upon the approval, consent, and cooperation of TXDOT in the construction of the intersection at Lower Seguin Road and FM1518 and the collaborative construction of the East Lower Seguin Improvements as contemplated herein.



**ARTICLE III.**  
**CAPITAL IMPROVEMENT PLAN IMPROVEMENTS MADE BY DEVELOPER**

- A. Rough Proportionality. The Parties acknowledge that as provided in Texas Local Government Code Section 212.904, the City may require Developer to contribute a portion of the costs of municipal infrastructure improvements by the making of dedications, the payment of fees, or the payment of Construction Costs (collectively the "**Infrastructure Costs**"), provided Developer's portion of Infrastructure Costs do not exceed the amount required for infrastructure improvements that are roughly proportionate to the Project impact (the "**Proportionate Costs**").
- B. Construction of Improvements and East Lower Seguin Improvements. Developer agrees to construct the Improvements (and the East Lower Seguin Improvements, if applicable) in accordance with plans and specifications to be prepared by Malone/Wheeler, Inc. which shall be submitted and approved by the City Engineer. The parties acknowledge that the plans and specifications for the Improvements (and the East Lower Seguin Improvements, if applicable) have not yet been completed or approved by the City. No change in the construction plans after they have been approved shall be made by Developer without the prior written consent of the City Engineer. The Construction Costs for the Improvements shall be the responsibility and obligation of Developer, except for (i) the City's Share as set forth in Article IV, Section A, and (ii) the reimbursement to Developer of Roadway Impact Fees as set forth in Article V, Section A(i) as therein provided. The Construction Costs for the East Lower Seguin Improvements shall be the responsibility and obligation of the City as set forth in Article IV, Section A,
- C. Timing for Completion of Improvements and East Lower Seguin Improvements. The Improvements (and the East Lower Seguin Improvements, if applicable) shall be completed in accordance with a mutually agreed schedule between the parties. The parties agree to the following schedule:
- i. Construction plans (the "**Plans**") for the Improvements (and the East Lower Seguin Improvements, if applicable) shall be completed and submitted to the City of Schertz no later than June 30, 2023; and
  - ii. The Plans will be approved by the City no later than December 31, 2023;
  - iii. Construction of the Improvements (and the East Lower Seguin Improvements, if applicable) shall be completed by June 30, 2024.
  - iv. The foregoing dates shall be extended day for day in the event of (i) any delay in approval of the Plans, (ii) force majeure as defined in the construction contract for the Improvements (and the East Lower Seguin Improvements, if applicable), (iii) changes or circumstances outside the control of the parties, or (iv) delays associated with coordination and integration with TXDOT's construction and improvements to FM1518 and the intersection of Lower Seguin Road and FM1518.

- D. Contracts for Construction. Developer shall utilize the competitive sealed bidding procedure as defined in Local Government Code Sec.252 Subchapter C to select a qualified Contractor to construct the Improvements (and the East Lower Seguin Improvements, if applicable) in accordance with the approved plans and specifications if required per Local Government Code Sec. 212 Subchapter C. The contract may be awarded to either to the lowest responsible bidder or to the bidder who provides goods and services at the best value for the municipality. The City Engineer shall review and approve in writing all bid documents, contract documents, and cost estimates prior to putting the construction of the Improvements (and the East Lower Seguin Improvements, if applicable) out to bid. Developer shall be solely responsible for payment of the work as it is completed and shall make all payments in a timely manner to the Contractor, sub-contractors, and other parties involved in the construction of the Improvements (and the East Lower Seguin Improvements, if applicable).
- E. Performance, Payment, and Warranty Bonds. The Contractor selected pursuant to Subsection D above shall post with the City faithful performance, payment, and warranty bonds for construction of the Improvements (and the East Lower Seguin Improvements, if applicable) to ensure completion of the Improvements (and the East Lower Seguin Improvements, if applicable). The bond must be executed by a corporate surety in accordance with Chapter 2253, Texas Government Code. The Developer shall covenant for the Improvements (and the East Lower Seguin Improvements, if applicable) to be warranted for a period of two (2) years following acceptance by the City of the Improvements (and the East Lower Seguin Improvements, if applicable). The warranty bond to be provided shall be in the amount of 20% of the costs of the Improvements (and the East Lower Seguin Improvements, if applicable) for such period.
- F. Inspection. The City Engineer or designee shall have the right to periodically inspect the construction of the Improvements (and the East Lower Seguin Improvements, if applicable) in the same manner, and shall possess the same authority, as is provided during the construction of subdivision improvements pursuant to the City of Schertz Subdivision Ordinance, as amended.
- G. Insurance. The Contractor awarded the contract to construct the Improvements (and the East Lower Seguin Improvements, if applicable) shall be required to carry Worker's Compensation Insurance on his employees and public liability and property damage insurance on his equipment and employees. The public liability insurance shall be not less than five hundred thousand dollars (\$500,000.00) per person and one million dollars (\$1,000,000.00) per occurrence, with property damage insurance of not less than five hundred thousand dollars (\$500,000.00). In addition, City shall be furnished with Certificates of Insurance and shall be named an additional named insured on such Certificates, and City shall be notified within thirty calendar days of any cancellation of such insurance.
- H. Accounting. Developer shall periodically submit to City a complete accounting of all costs incurred by Developer in the construction of the Improvements (and the East Lower Seguin Improvements, if applicable). City will not contribute or pay for any costs incurred by Developer which were not approved by City prior to it being incurred. Developer shall maintain the accounting of the Improvements (and the East Lower Seguin Improvements, if

applicable) for a period of two years from the date of acceptance by the City, and the City may inspect the Developer's books and records related to the Improvements (and the East Lower Seguin Improvements, if applicable) at any time with reasonable notice.

- I. Indemnity. Developer agrees to protect, indemnify, and save City harmless from and against all claims, demands and causes of action of every kind and character arising in favor of any third party on account of, or resulting from, the performance of this Agreement by Developer or Developer's agents, representatives, employees, contractors, or subcontractors.
- J. Restriction on Platting. Developer understands, acknowledges, and agrees that, absent the express written permission of the City, Developer may not plat property north of Lower Seguin Road which would generate more than 200 vehicle miles in the aggregate for such proposed platted uses until after the City has accepted the Improvements.

#### **ARTICLE IV.**

#### **CITY SHARE OF IMPROVEMENTS AND EAST LOWER SEGUIN IMPROVEMENTS**

- A. City's Participation Costs. The City shall be responsible for the City's Participation Percentage of the Construction Costs to be paid as set forth in subsection B of this Article IV below.
- B. Payment of City's Participation Percentage.
  - i. Developer shall periodically submit (anticipated to be monthly) a draw request (the "Draw Request") and the City Engineer shall review the Draw Request showing costs incurred by the Developer during the prior month (or similar construction period). The Draw Request shall include lien waivers from the contractor for the percentage of completion or amount requested. Within eight (8) days of the submission of the Draw Request to the City, the Developer shall certify to the City that it has approved the Draw Request.
  - ii. Upon the City Engineer's receipt of each Draw Request, the City Engineer shall promptly inspect the Improvements (and the East Lower Seguin Improvements, if applicable) or otherwise be satisfied with information and evidence submitted by Developer to confirm the percentage of completion as set forth in the Draw Request. The City Engineer shall approve or reject the Draw Request within ten (10) days of submission by Developer. If approved, the City Engineer shall promptly cause the City to reimburse Developer for the City's Participation Percentage of the Draw Request. The City shall fund the City's Participation Percentage of the Draw Request within fifteen (15) days of approval by the City Engineer. If rejected, the City Engineer shall specify the reason for rejection and the requirements to cure the objection. Upon cure and approval, the City Engineer shall immediately cause the City to reimburse Developer for the City's Participation Percentage of the Draw Request.
  - iii. Upon the City Engineer's receipt of the final Draw Request, a final inspection on the Improvements (and the East Lower Seguin Improvements, if applicable) shall be conducted, noting any required corrections or repairs. Once corrections or repairs are made and deemed acceptable, the City will accept the Improvements (and the East Lower Seguin Improvements, if applicable) and reimburse Developer for the City's Participation

Percentage of the final Draw Request.

## **ARTICLE V. ROADWAY CAPITAL RECOVERY FEE REIMBURSEMENT**

A. Roadway Capital Recovery Fee Offset Credit Calculation. The Parties agree to the following:

- i. In lieu of providing roadway capital recovery fee offset credits for the sections of the system facility the Developer is to be obligated to construct at time of platting, the City will reimburse the Developer from Roadway Impact Fees collected within the Project beginning on June 30, 2022 and continuing thereafter, on an annual basis until the Developer has been reimbursed in full for an amount equal to their Contribution. The reimbursement to the Developer will be paid to the Developer by January 31 for the preceding year (i.e., the reimbursement of any Impact Fees collected by the City in 2022 would be paid to the Developer by January 31, 2023) up to the amount of the Contribution which has been submitted and approved pursuant to Article III.
- ii. Developer shall not begin receiving reimbursements of collected Roadway Impact Fees as set forth in (ii) above until the Plans have been approved by the City. Thereafter, Developer shall only receive annual reimbursement for costs and expenses which are compensable under this Agreement which have actually been incurred by Developer. Developer shall not be paid the final reimbursement of Construction Costs for completion of the public improvements contemplated by this Agreement until the City's acceptance of same for public maintenance in accordance with the terms of applicable provisions of the City's Code of Ordinances.

## **ARTICLE VI. MISCELLANEOUS**

The following miscellaneous provisions are made part of this Agreement :

- A. Additional Instruments. City and Developer agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement .
- B. Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- C. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Bexar County, Texas.
- D. Assignment. The Developer may assign this Agreement with the City's consent (such consent

not to be unreasonably conditioned, withheld or delayed, 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.

- E. Binding Obligation. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- F. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- G. Construction. The Parties acknowledge that the Parties and their counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.
- H. Enforcement. The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Developer shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Developer's compliance with this Agreement.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the City Council of the City of Schertz, Texas.
- J. Execution of Agreement; Authority. City Council has authorized the City Manager to execute this Agreement on behalf of the City, as evidenced by Resolution dated \_\_\_\_\_. Bradley Bechtol and Bradford Pittenger are authorized to execute this Agreement on its behalf, as evidenced by Resolutions of Developer provided to and approved by the City.
- K. Exhibits and Attachments. All Exhibits and Attachments referenced in this Agreement are attached hereto and incorporated herein for all purposes.
- L. Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, governmental action, delay in issuance of permits or approvals (including, without limitation, fire marshal approvals), enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the obligated party and delays caused by the other party, the party so

obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

- M. Gender. The gender of the wording throughout this Agreement shall always be interpreted to mean either sex, and where the context requires, the plural of any word shall include the singular.
- N. Governmental Records. All invoices, records and other documents required for submission to the City pursuant to the terms of this Agreement are Governmental Records for the purposes of Texas Penal Code Section 37.10.
- O. Immunities and Defenses.
- i. By entering into this Agreement, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign, statutory or official immunity by the City with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.
  - ii. No employee of City, or any councilmember or agent of City, shall be personally responsible for any liability arising under or growing out of this Agreement.
- P. Mutual Assistance. City and Developer will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.
- Q. Notices. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, by messenger, by facsimile, or by reputable overnight carrier, and shall be deemed delivered when received at the addresses of the Parties set forth below, or at such other address furnished in writing to the other Parties thereto:

DEVELOPER: Schertz 1518, LTD.  
Attn: Bradley Bechtol  
2402 South 2nd Street  
Austin, Texas 78704  
bradley@primaryformllc.com

WITH COPY TO: Bradford L. Pittenger  
Round One Capital  
9525 N. Capital of Texas Hwy., #123  
Austin, Texas 78759  
brad@roundonecapital.com

CITY: City Manager

City of Schertz  
1400 Schertz Parkway  
Schertz, TX 78154  
Phone: (210)619-1000  
Fax: (210)619-1029

WITH COPY TO:

Denton Navarro Rocha Bernal & Zech  
A Professional Corporation  
Attn. T. Daniel Santee  
2517 N. Main Avenue  
San Antonio, Texas 78212  
Phone: (210) 227-3243  
Fax: (210) 225-4481

- R. Ordinance Applicability. The signatories hereto shall be subject to all ordinances of the City except as they may be amended, modified, or limited by the PDD, whether now existing or in the future arising provided however no ordinance shall reduce or diminish the contractual obligations contained herein. This Agreement shall confer no vested rights on the Project or Developer unless specifically enumerated herein.
- S. Satisfaction of Obligations. The parties acknowledge and agree that the undertaking of the obligation to construct the Improvements shall constitute the extent of all obligations of Developer for the construction of Lower Seguin Road, or any drainage facilities or utility infrastructure associated with Lower Seguin Road. Upon the acceptance of the Improvements, Developer shall be deemed to have fulfilled all obligations and shall have no further responsibility or liability for the construction of any Improvements, including additional improvements to the intersection of Lower Seguin and FM1518.
- T. Severability. In the event any provision of this Agreement is illegal, invalid, or unenforceable under the present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- U. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.
- V. Time is of the Essence. Time is of the essence of this Agreement and all obligations of all parties hereunder shall be promptly performed and no obligation, decision, process, or approval shall be unduly delayed or hindered.

EXECUTED in duplicate originals to be effective as of the date of the last signature below.

DEVELOPER:

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

BY: MTR-Schertz 1518 Management Company, LLC, a Texas limited liability company

\_\_\_\_\_  
Bradley Bechtol, Manager

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

THE STATE OF TEXAS     §

§

COUNTY OF TRAVIS     §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Bradley Bechtol, Manager of MTR-Schertz 1518 Management Company, LLC, a Texas limited liability company, general partner of Schertz 1518, Ltd., a Texas limited partnership, on behalf of such entities, for the purposes herein expressed.

(SEAL)

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

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



CITY:

**CITY OF SCHERTZ, TEXAS,**

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

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

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_

THE STATE OF TEXAS           §

§

COUNTY OF BEXAR           §

§

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_, City Manager of Schertz, Texas, for the purposes herein expressed.

(SEAL)

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

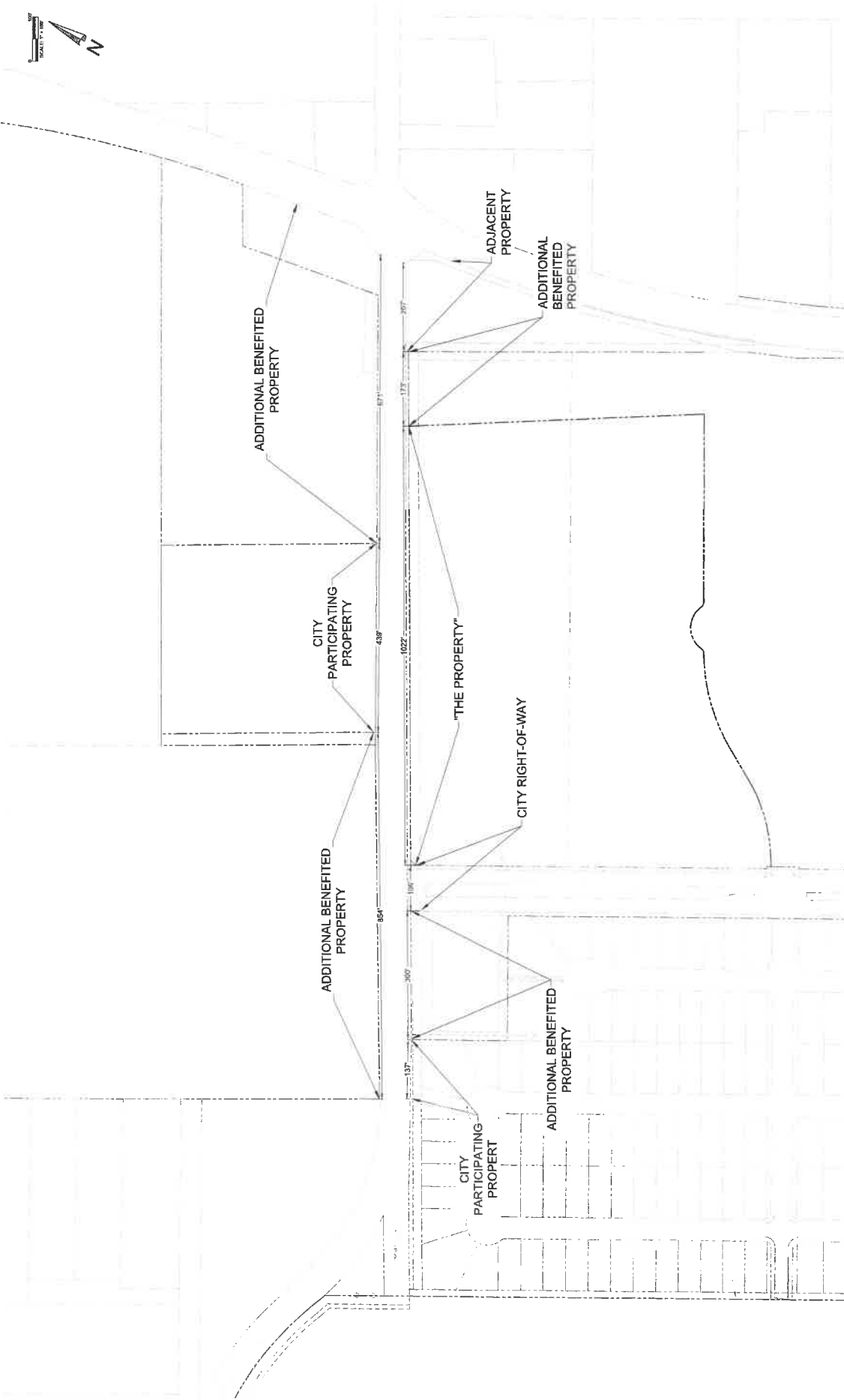
My Commission Expires: \_\_\_\_\_



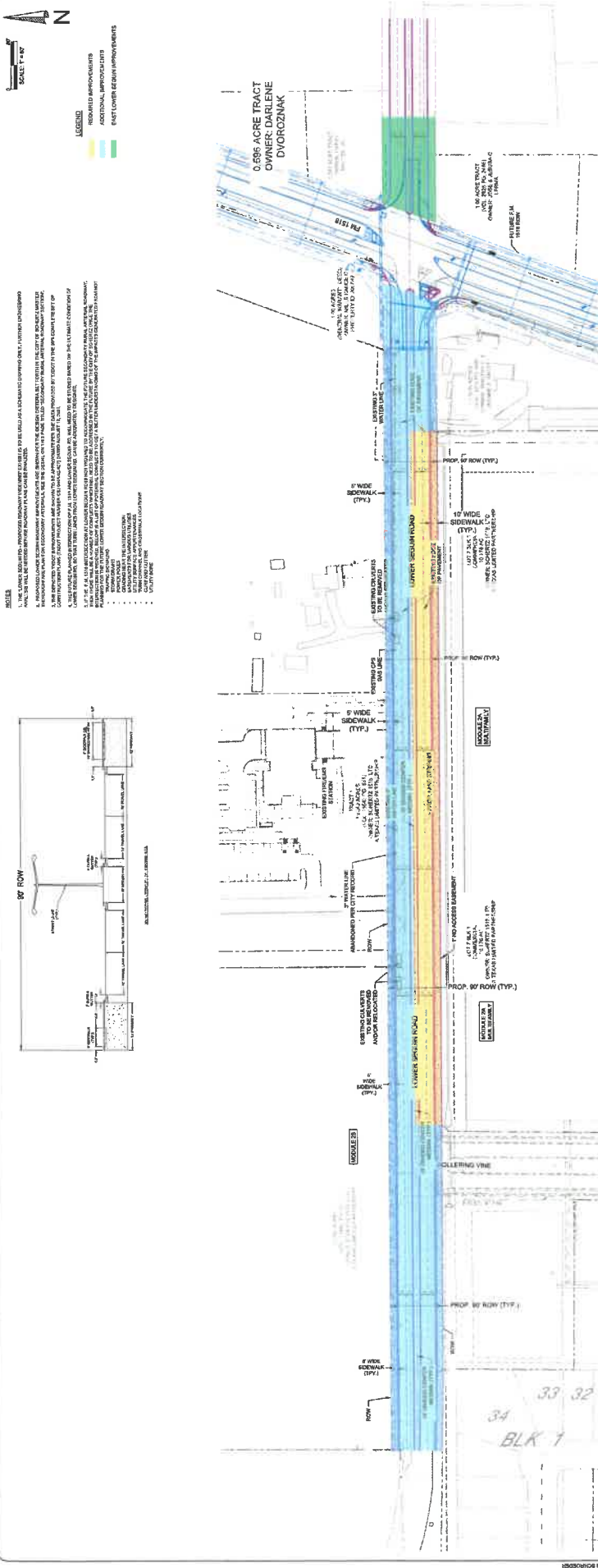
**MALONE + WHEELER**  
INC. INC. INC.

CIVIL, ENGINEERING & SURVEYING CONSULTING & PROJECT MANAGEMENT  
5113 Southview Parkway, Suite 200  
Austin, Texas 78735  
Phone: (512) 452-1000 Fax: (512) 452-1001  
E-mail: info@malone-wheeler.com  
Firm Registration No. 12788

**LOWER SEGUN ROAD  
COST SHARING EXHIBIT**



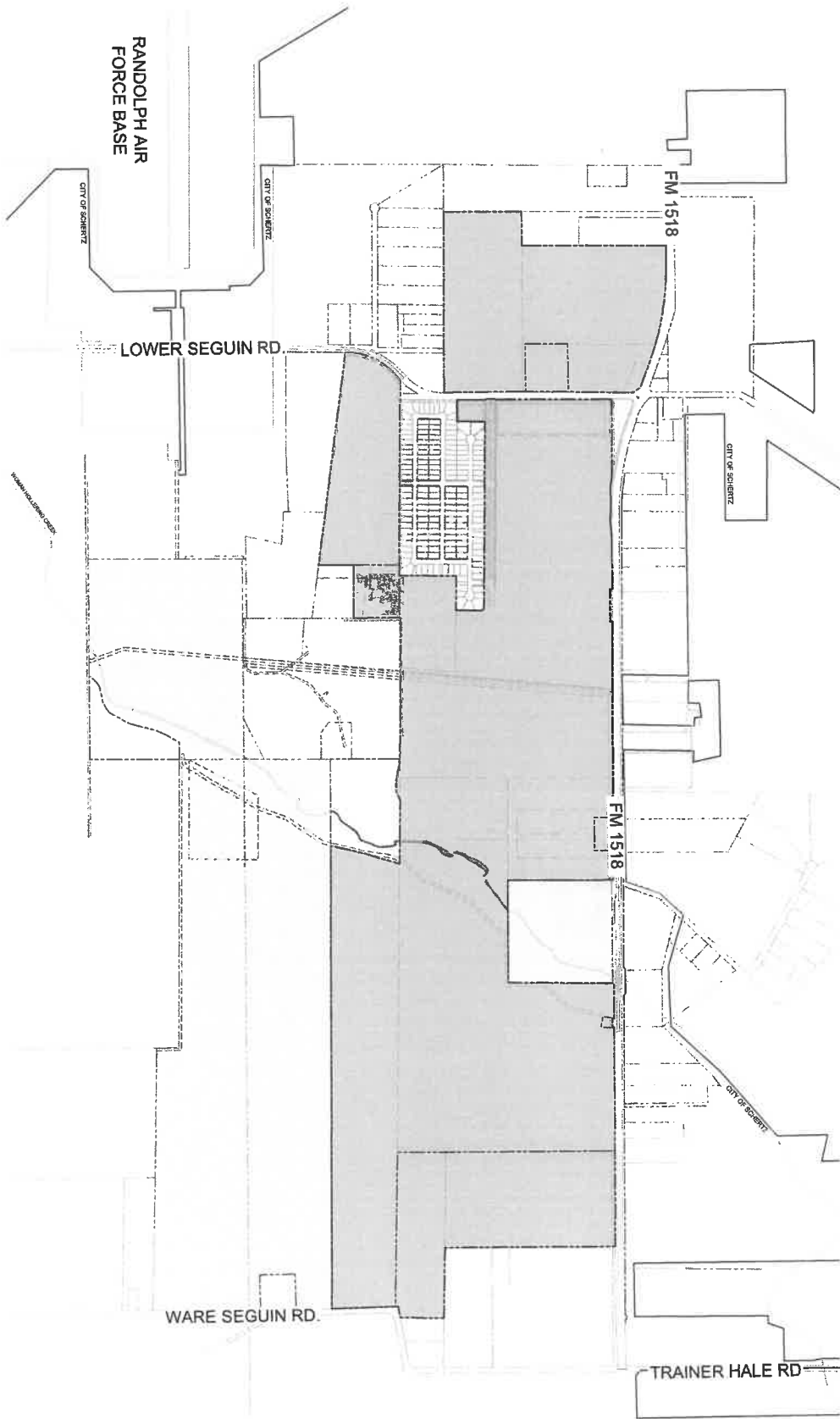
## FM 1518 TXDOT IMPROVEMENTS



THE CROSSVINE MASTERPLAN  
ZONING EXHIBIT

**MALONE ★ WHEELER**  
SINCE 1962 INC. (MI)

ONE CORPORATION - 3800 SOUTHWEST CORNELL AVE. SUITE 200  
5110 Southway, Suite 200  
Austin, Texas 78723  
Phone: (512) 899-6400 Fax: (512) 899-6433  
Email: info@malonewheeler.com



**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** October 11, 2022  
**Department:** Executive Team  
**Subject:** Resolution No. 22-R-118 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas adopting a policy regarding Public Improvement Districts (PIDs). (M. Browne/B. James)

---

**BACKGROUND**

Over the last year or so, staff has been approached by a few developers asking whether the City would support the creation of Public Improvement Districts (PIDs) and Tax Increment Reinvestment Zones (TIRZs) to fund public improvements. PIDs are an economic development financing tool authorized by Chapter 372 of the Texas Local Government Code. They level an assessment on properties within the boundaries of the PID who will benefit from the improvements, generally infrastructure.

City and EDC staff worked to develop a policy to provide guidance on the use of PIDs. The policy provides for a fee to apply for a PID as well as petition requirements and funding for administrative costs associated with a PID. The policy covers both reimbursement and bonded PIDs. The policy covers the maximum assessment and disclosure to buyers.

**GOAL**

Authorize a policy to guide property owners, city staff and Council on the use of PIDs.

**COMMUNITY BENEFIT**

Provides for the orderly development of infrastructure in a fiscally sound and sustainable manner.

**SUMMARY OF RECOMMENDED ACTION**

Approval of the proposed PID policy.

**FISCAL IMPACT**

There is minimal fiscal impact to the City under the proposed PID policy. There is a \$20,000 non-refundable fee required to file a petition for a PID. This fee is to cover the estimated staff time and cost to evaluate the PID. If a PID is created, the person proposing the PID has to deposit funds to cover the anticipated administrative costs of the PID. Finally, PIDs are funded through an assessment of the property.

**RECOMMENDATION**

Approval of Resolution 22-R-118.

---

**Attachments**

PID Policy  
Res 22 R 118

---



## **PUBLIC IMPROVEMENT DISTRICT (PID) POLICY**

*Adopted on \_\_\_\_\_, 2022 via Resolution No. \_\_\_\_\_*

### **I. OVERVIEW**

The City of Schertz, Texas (“the City”) has adopted this Public Improvement District Policy (“PID Policy”) in order to outline conditions that must be satisfied by a Developer seeking to establish a public improvement district (“PID”). For the purposes of this PID Policy, the terms “Petitioner” and “Developer” may be used interchangeably and shall refer to any person(s) or entity(ies) which is responsible for requesting the PIDs creation or for managing the development of the property within the limits of the PID.

PIDs are economic development financing tools authorized pursuant to Chapter 372 of the Texas Local Government Code (the “PID Act”) that allow for financing costs of certain qualified public improvements that confer a special benefit on the property within the PID. A City, through a PID may provide a means to fund certain public improvements that meet or exceed community needs and that might not otherwise be constructed as quickly, or at all, by levying assessments on properties that directly benefit from the eligible public improvements.

This PID Policy has been prepared and approved to guide the creation, operations and management of a PID, and the guidelines set forth herein are not intended to be an all-inclusive list.

### **II. PURPOSE AND INTENT**

The purpose and intent of this PID Policy is to provide policy parameters for establishment and use of PIDs within the City or its ETJ and to outline the issues to be addressed before the City Council can support the establishment of a PID. The City Council supports the use of PIDs to create sustainable developments with a higher level of public improvements (and maintenance of those improvements) than exists in a development that meets the City’s minimum standards. PIDs should be self- supporting, should not place administrative burdens on the City nor involve management or oversight by the City for their daily activities. This PID Policy is intended to provide guidance to developers and City Staff in the creation of a PID and outline pertinent matters including but not limited to petition requirements, qualified costs, financing criteria, information disclosures to property owners, and the determination of annual plans of services, budgets and assessments. This PID Policy also addresses PID administration requirements, which requirements may exceed the requirements contained in the PID Act and other statutes. The PID Policy shall serve to supplement all other applicable City rules, regulations, and policies. The City Council, upon City Staff recommendation, shall have the authority to establish PIDs that vary from this PID Policy as long as they are in accordance with State law. Even if all conditions of



this PID Policy are satisfied, the City Council, in its sole discretion, may choose to approve, modify, or deny a Petitioner's proposed PID.

### III. TYPES OF PIDS

1. **Capital PIDs** are those that are established to construct infrastructure within a development. There are two types of Capital PIDs:

- *Reimbursement PID*: The developer pays for the infrastructure up front and is reimbursed from assessments collected over time.
- *Bonded PID*: The City issues special assessment revenue bonds for the construction of improvements and/or reimbursement to the Developer and such bonds are repaid from assessments collected annually.

**PID BONDS THAT MAY BE ISSUED BY THE CITY SHALL NEVER CONSTITUTE AN INDEBTEDNESS OR GENERAL OBLIGATION OF THE CITY, THE STATE OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE, WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION WHATSOEVER, BUT THE PID BONDS WILL BE LIMITED AND SPECIAL OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PID SPECIAL ASSESSMENTS TO BE COLLECTED. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE STATE OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE WILL BE PLEDGED TO THE PAYMENT OF ANY PID BONDS.**

Capital PIDs may be created for an industrial development ("Industrial Capital PID") or a mixed-use development with significant non-residential component.

Capital PIDs will have a termination date of either the maturity of the bonds for Bonded PIDs, or full repayment of the reimbursement obligation for Reimbursement PIDs.

Capital PIDs have a termination date of either the maturity of the bonds for Bonded PIDs, or full repayment of the reimbursement obligation for Reimbursement PIDs. The maximum term for PID special assessments to be levied for a single-phase development shall not exceed 30 years. The maximum term for PID special assessments to be levied for a multiple-phase development shall not exceed 30 years for each phase of development requiring a separate PID assessment levy.

2. **Operation and Maintenance PIDs** ("O&M PIDs") are used to fund ongoing required or enhanced operation and maintenance for public improvements such as parks, public open space, trails and other public improvements.

There may be no termination date with an O&M PID until City Council decides otherwise.



The assessment is determined annually based on a budget to maintain and operate the PID.

Payment of the assessment is on an annual basis, and no pre-payment can occur since there is no principal amount.

The City may create advisory boards for Maintenance PIDs.

Development projects may include both Capital PIDs and Maintenance PIDs.

#### **IV. GENERAL**

A PID may be created and utilized to construct qualified public improvements and/or reimburse a portion of the Developer's actual and documented costs required for public improvements to serve the development. Such incremental costs shall be associated with the construction of qualified public improvements.

**PIDS MUST BE SELF-SUFFICIENT AND NOT REQUIRE THE CITY TO INCUR ANY COSTS ASSOCIATED WITH THE FORMATION OF THE PID, BOND ISSUANCE COSTS, PID ADMINISTRATION OR THE CONSTRUCTION OF PID IMPROVEMENTS.**

PID petition signatures will reflect that a reasonable attempt was made to obtain the full support of the PID by all the property owners, who will be responsible for the payment of the special assessments, located within the proposed PID. Priority will be given to PIDs with the support of 100% of the landowners, who will be responsible for the payment of the special assessments, within a PID.

A PID petition will be more likely to be approved if the development project includes one or more aspects of the following types of improvements which:

1. generate economic development benefits to the City beyond what normal development would and are consistent with the City's Master Thoroughfare Plan and other city and regional plans and initiatives;
2. provide for improvements in the public right-of-way that a) are consistent with the City's Master Thoroughfare Plan, b) create new or enhanced public roads and streets (e.g., entryways, gateways, landscaping, street trees, fountains, specialty lighting, art, decorative and landscaped streets and sidewalks, bike lanes, multi-use trails, signage, terminating vistas, decorative pedestrian lighting, pedestrian safety elements, ADA accessibility, underground utilities, street lighting, etc.);, and (c) enhance and create opportunities to redevelop older or underutilized areas of the City);
3. meet community needs (e.g., enhanced drainage improvements, land and infrastructure for re-irrigation of treated wastewater, off-street public parking facilities, pedestrian and trail

connectivity, mobility enhancements and workforce housing)

4. exceed development requirements of the City; in particular enhanced architectural standards, floorplan variety (if applicable), enhanced landscaping, low impact development (LID) features, impervious cover limitations, parking lot shading, and which provide for a superior design of lots or buildings including green building ratings systems for energy efficiency;
5. provide for increased recreation and open space opportunities for public use as well as protect and preserve natural amenities and environmental assets such as the lakes, trees, creeks, ponds, floodplains, slopes, hills, viewsapes, and wildlife habitats;
6. protect and preserve existing historical buildings, structures, features or places and preserve the rural and community amenities or features that further the look and feel of the hill country or would otherwise be of special benefit to the property users or community; or which establish a unified architectural or design theme throughout the development that complements the community's character and heritage; and
7. are associated with property located within the city limits.

Any requested adjustments or deviations from the terms of this PID Policy for a proposed PID shall be clearly requested and explained (including a detailed description of the basis for such a request under the PID Act) prior to submitting the PID petition. Any adjustments or deviations granted are at the sole discretion of the City.

Property owned by the City or that is intended to be conveyed or dedicated to the City and located within the boundaries of the PID shall not be subject to any assessment by the PID.

No PIDs will be allowed to be created that overlap the boundaries of another PID.

## **V. PETITION REQUIREMENTS**

In addition to the requirements of Texas Local Government Code §372.005(a) and Attachment B to this PID Policy, all petitions requesting establishment of a PID shall include at a minimum the following additional requirements, the satisfaction of which shall be determined in the sole discretion of the City:

1. Demonstration of long-term financial capital for the PID development in the form of a cash deposit, proof of financing and/or equity capital from an investment grade financial institution, or letter of credit in favor of the City with an amount confirmed by an engineer's opinion of probable costs, or other commitments from verified funding sources which funding sources are subject to approval by the City.
2. Evidence that the petition's signatures meet the ownership requirements of the PID Act and

this PID Policy. If the Petitioner fails to provide sufficient evidence, the Petitioner shall reimburse all City's costs of signature verification.

3. If a Petitioner submits a petition that seeks to add to or expand an existing PID, such petition shall be subject to this PID Policy.
4. Contingency plans to address how, if a PID is dissolved, the PID improvements and any property belonging to the PID that have not been dedicated to the public will be maintained or disposed of upon such dissolution. A PID cannot be dissolved as long as debt obligations secured by the PID's assessments remain outstanding.
5. A section that clearly, and in detail, identifies the extraordinary benefit of the PID to the affected property owners (for use in public hearings) and to the City in general (i.e., distinct public purpose).
6. Identification of all land within the proposed PID that is, or will be, publicly owned including, but not limited to, sites for public schools, fire stations, police stations, other public safety facilities, libraries, or parks.
7. Description of all City-owned and City-maintained land within the PID as well as any project costs for which the City is expected to be responsible.
8. A budget, including the PID's revenues in addition to the assessments, and how all funds will be managed.
9. Specified procedure for eventual termination of the PID.
10. Statement that the Petitioner understands the annual budget for the PID is subject to review by City staff with final approval by the City Council.
11. A professional management plan detailing who will be responsible for addressing problems and corrective actions to be taken, including a comprehensive list of financial, management and legal consultants and their respective qualifications.

## **VI. REQUIRED FEES, ADDITIONAL DOCUMENTS AND INFORMATION**

The following must be provided or addressed before the City Council will consider a petition:

1. A non-refundable application fee of \$20,000 will be required with the filing of a petition to create a PID. This fee is regulatory in character and approximates the City staff costs of evaluating the PID petition. In addition to the application fee, any other related City-required cost, limited to actual costs as are documented by the City, is the responsibility of the Petitioner.

Additionally, if the City determines it is in its best interest to establish a PID, a Professional Services Agreement (“PSA”) will be entered into with the Petitioner. The PSA will require the Petitioner to initially deposit funds to pay for the City's third-party consultants including, but not limited to, Bond Counsel, Financial Advisor, PID Administrator, Appraiser, and Market Study Analysis. Additional deposits will be required when the deposit balance meets a minimum threshold as described below. Funds that have been expended for payment to the City’s consultants are non-refundable except for potential reimbursements from bond proceeds or special assessments. The unused balance will be rolled into the PID administration costs for the creation of the PID or refunded to Petitioner at the discretion of the City depending on circumstances. For Capital PIDs, the initial amount is \$35,000 with additional \$15,000 increments when deposit balance reaches \$5,000.

In addition to the application fee, the Petitioner will agree to enter into a professional services agreement (PSA) any other related City-required cost, limited to actual costs as are documented by the City, is the responsibility of the Developer.

2. A current tax roll, or other acceptable evidence of ownership, with notations indicating the owners registering support for the petition.
3. A copy of the Preliminary PID Finance Plan shall be submitted with the petition. This Finance Plan shall include at a minimum:
  - a. Description and estimated costs of the proposed public improvements to be financed;
  - b. Description of the proposed development;
  - c. Proposed timetable of the development including anticipated horizontal and vertical construction timelines;
  - d. Detailed development financing plan showing breakdown of proposed private (loan and equity) and public financing structure;
  - e. Targeted gross assessment amount;
  - f. Estimated ad valorem revenue generated;
  - g. Projected Annual installment per unit;
  - h. Estimated number of bond issuances;
  - i. Proposed maturity dates for assessments; and
  - j. Any other such supporting information related to the success of the PID.

4. A copy of a Project Feasibility Report which demonstrates the economic feasibility of the proposed development project and includes the following information:
  - a. An assessment revenue pro forma for the proposed development project;
  - b. A financial review of the development projections and absorption schedule;
  - c. Analysis of above describing the timing and amount of assessment revenue which will be generated based upon varying levels of assessments; and
  - d. Comparison of the development project with other similar projects in the area that will not have an assessment.
5. A preliminary appraisal within any proposed Industrial Capital PID showing the estimated appraised value of the property ‘as-is’ and ‘as improved’ with the proposed public improvements.
6. A preliminary market study for any proposed Industrial Capital PID.
7. Copies of letter of intent (LOI) or other similar documents for Industrial Capital PIDs.

## **VII. ADDITIONAL SUBMISSION REQUIREMENTS FOR BONDED PIDs**

If it is proposed that debt obligations secured by and payable from assessments (“PID Bonds”) are to be issued to reimburse for authorized improvements that a developer would ordinarily fund at its own costs, the petition must demonstrate how creation of the PID and financing of the public infrastructure provides a special benefit to the property that, but for the PID, would not occur. Examples of “special benefits” under which the City is willing to consider a PID include, but are not limited to, the following: accelerated development of neighborhood amenities, high quality development (i.e. amenities, sustainability, etc.) or furtherance of a major City Policy objective.

The following requirements must be met in connection with a PID Bond issuance:

1. Value-to-lien ratio of 3:1 based on third party appraisals approved by the City. The City will evaluate the value-to-lien ratio requirements on a case-by-case basis and may increase or reduce the required value-to-lien ratio for the issuance of PID Bonds based on proposed project profile, developer profile, proposed public and private financing structure of the development, prevailing market and industry trends and other relevant factors.
2. To the extent feasible, preliminary design and engineering work for public improvements to be funded with PID Bonds shall be completed prior to the levy of assessment.
3. Petitioner is required to provide evidence of financing of the non-public improvements,

which may include closed loan(s) from a bank or a financial institution in an amount necessary to fund the Private Improvements for the applicable PID Phase for which PID Bonds are being sold. Any loan agreement for such Private Improvements shall have no conditions to funding other than those customarily included in similar financings and such loan must meet the approval of the City's financial advisor and the City.

4. Petitioner is required to demonstrate committed capital (acceptable to the City) in the form of cash deposit, proof of bank financing and/or equity capital, or letter of credit, which represents the difference between budgeted costs to complete the public improvements assumed to be complete in the appraisal and the net proceeds of the PID Bonds. The form of acceptable committed capital (cash deposit or letter of credit) will be determined by the City (in consultation with its financial advisors, consultants and participating underwriters) on a case-by-case basis. Terms of any letter of credit used to satisfy the requirements of this paragraph will include:
  - a. an irrevocable and unconditional letter of credit issued by one or more banks satisfactory to the City and on terms and conditions satisfactory to the City to provide a funding source
  - b. for the agreed upon cost of infrastructure improvements that will be constructed with funds other than bond proceeds;
  - c. the City being named as the beneficiary;
  - d. provisions that would enable the City, upon presentment of a properly executed draft request to the provider of the letter of credit, to draw upon the letter of credit to fund any obligation of the Developer, including funding to pay for a portion of the costs to the public infrastructure improvements that are not being funded with the proceeds of any bonds issued by the City; and
  - e. a commitment by an acceptable letter of credit provider with a long-term rating by a nationally recognized ratings service of at least an A or better.
5. In the event that issuance of PID Bonds in a calendar year causes other City debt issuances not to qualify as "qualified tax-exempt obligations" under section 265(b)(3) of the Internal Revenue Code of 1986, as amended, the Petitioner will be required to pay the additional costs of the City incurred as a result thereof.

## **VIII. MAXIMUM ASSESSMENT**

The initial maximum assessment per \$100 valuation at the time of assessment levy, when added to the total (City, County, School, etc.) tax rate, may not exceed the maximum total tax rate (including any PID assessments) prevailing in Bexar County, Guadalupe County, or Comal County. For example, in 2021-22, the highest applicable total tax rate (excluding any PID assessment) is \$\_\_\_\_\_ per \$100 valuation.

## **IX. PID ADMINISTRATION**

The City may contract with a qualified third-party company to manage and administer the PID (the PID Administrator”), subject to appropriate oversight by City staff.

The City’s contract with a PID Administrator to manage and administer the PID for the City shall provide authority for the PID Administrator to:

1. Prepare and submit a budget and five-year service and assessment plan to the City Council for consideration and adoption. The budget shall provide for sufficient funding to pay for all costs above and beyond the City’s ordinary costs, including additional administrative and/or operational costs as well as additional maintenance costs resulting from the PID.
2. Provide for the calculation of the assessment and allocation to the respective parcels in the PID and shall provide for the billing of the assessments to the property owners or provide information to the appropriate County tax office. The PID Administrator and Developer will coordinate to ensure that the billing/assessment information provided to the tax office includes all pertinent properties.
3. Prepare annual updates and reports for the Service and Assessment Plan as required by the PID Act and submit an annual Service and Assessment Plan in a form appropriate for consideration and adoption by the City Council each year and assist the City Council and staff in adopted the annual Service and Assessment Plan updates. The PID Administrator will coordinate with City staff to ensure timely filing of annual Service and Assessment Plan updates with County as required by the PID Act.
4. Prepare annual reports reflecting the expenditure of Bond Proceeds or the reimbursement of Developer expenditures as appropriate.
5. Prepare annual reports reflecting the imposition and collection of the assessments and the balances in the various accounts related to the PID to be provided a monthly or other periodic basis as may be required by the City.
6. Design and implement a property buyer disclosure program consistent with the PID Act and other requirements of the City.
7. Prepare, provide or undertake any other reports, information or tasks required by the City or the development project under the PID Act, the governing documents or the applicable contract for PID administration.

The contract with a PID Administrator to manage the PID shall not preclude the City from entering into a contract with another taxing unit for the collection of the assessments levied for the PID.



The City may alternatively provide for the administration of the PID through in-house resources.

Provision for the costs associated with the provision of the administrative services, whether the services are provided by third parties or the City, shall be included in any budget proposed by the Developer.

The PID Administrator may be required to submit reports of all activities and expenditures to the City until the project is built out at the frequency to be determined and adjusted from time to time by the City.

If the City elects to hire a qualified third party PID administrator to administer the PID, the costs for such administration shall be paid for with PID funds.

The City may request an independent audit at any time.

## **X. DISCLOSURE TO PROPERTY BUYERS**

To satisfy disclosure to property buyers within a PID, the City will require the petitioner to comply with the following:

1. A landowner's agreement must be recorded in the official public records of the County in which the PID is located which, among other things, will notify any prospective owner of the existence or proposal of assessments on the property. All closing statements and sales contracts for lots must specify who is responsible for payment of any existing assessment or a pro rata share thereof until such time as the PID assessment is paid in full.
2. A PID must be identified as a PID with use of signage approved by the City along the main entry/exits located at the boundaries of the PID. All signage shall be clearly visible to all motorists entering and exiting the PID.
3. Signage and information flyers for use at sales offices and model homes as approved by the City and provided by the PID Administrator.
4. PID disclosure documents in accordance with Section 5.014 of the Texas Property Code to be signed both at contract signing and at closing with such agreements maintained on file by each homebuilder and available for inspection by the City.
5. Requirement to provide notice of the PID to builders in addendum to contracts and to disclose the PID on any listing.
6. Comply with any property buyer disclosure program designed and implemented by the City or the PID Administrator.

## **XI. MISCELLANEOUS.**

If any section, subsection, sentence, clause, phrase, or word of this PID Policy is declared unconstitutional or invalid for any purpose, the remainder of this PID Policy shall not be affected.

Waivers to or deviations from this PID Policy may only be approved by the City unless otherwise stated herein.

**No Personal Liability of Public Officials.** No public official or employee shall be personally responsible for any liability arising under or growing out of any approved or disapproved PID or petition for the formation of a PID. Any obligation or liability of the Petitioner or Developer whatsoever that may arise at any time under the approved PID or obligation or liability which may be incurred by the Petitioner or Developer pursuant to any other instrument transaction or undertaking as a result of the PID shall be satisfied out of the assets of the Petitioner or Developer only, and the City shall have no liability.

**Indemnification.** All PID agreements shall include Indemnification language as follows:

***“Indemnification. DEVELOPER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS CITY (AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, ATTORNEYS, DIRECTORS, AND REPRESENTATIVES), INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PRECEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY ANY THIRD-PARTY AND RELATING TO DEVELOPER’S ACTIONS ON THE PROJECT INCLUDING, BUT NOT LIMITED TO PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON***

***CITY OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO DEVELOPER OR DEVELOPER’S AGENTS’ OR REPRESENTATIVES’ NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF DEVELOPER OR DEVELOPER’S AGENTS OR REPRESENTATIVES, AND ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANTS OR SUBCONSULTANT OF DEVELOPER OR DEVELOPER’S AGENTS OR REPRESENTATIVES, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER STATE LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER STATE LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. DEVELOPER SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY, RELATED TO OR ARISING OUT OF DEVELOPER OR DEVELOPER’S AGENTS’ OR REPRESENTATIVES’ ACTIVITIES UNDER THIS***

***AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE DEVELOPER'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH A DEFENSE WITHOUT RELIEVING DEVELOPER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.***

***IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE CITY SHALL SERVE THE TERMINATION AND OR EXPIRATION OF ANY AGREEMENT TO WHICH THE DEVELOPER OR ITS AGENTS OR REPRESENTATIVES ARE A PARTY RELATED TO THE PID AND SHALL BE BROADLY INTERPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE CITY AND / OR THEIR OFFICERS, ATTORNEYS, EMPLOYEES AND ELECTED OFFICIALS PERMITTED BY LAW.***

## **XII. ATTACHMENTS:**

Attachment A: PID Process Outline  
Attachment B: Petition Requirements  
Attachment C: Petition Template

**ATTACHMENT A**  
**PUBLIC IMPROVEMENT DISTRICT (PID) PROCESS OUTLINE**

<b>TASK</b>	<b>PARTY RESPONSIBLE</b>
<b>PRELIMINARY PHASE</b>	
Developer to meet with City staff to discuss proposed development and potential PID elements	CS/DEV/DE/FA
City staff will coordinate with PID Administrator and Financial Advisor to determine PID feasibility (1)	CS/PA/FA
Developer executes Professional Services Agreement	CS/PA/DEV
Developer pays initial PID Administration costs to the City	CS/DEV
<b>PHASE I - PLAN OF FINANCE</b>	
<b>Preparation of PID bond projections and feasibility analysis:</b>	
Prepare and distribute draft PID projections	PA
Conference call to discuss projections	PA/DEV/FA
Prepare and distribute updated PID projections	PA
Conference call to discuss projections	MSC/DEV/PA/FA
Revise and distribute final PID projections	PA
<b>Preparation of Preliminary Service and Assessment Plan (SAP):</b>	
Draft assessment methodology	PA
Conference call to discuss assessment methodology	PA/DEV
Revise assessment methodology and prepare assessment roll	PA
Conference call to finalize content of Preliminary SAP	PA/DEV
<b>PHASE II - GOVERNMENT APPROVAL</b>	
<b>Public Improvement District (PID)</b>	
Draft Development Agreement	DC/BC
Conference call to discuss Development Agreement	DC/CA/BC/FA
Finalize Development Agreement	DC/CA/BC
Adopt Development Agreement	CS/City Council
Draft PID creation petition	DC/PA/BC
File PID creation petition	DEV
Hold public hearing on PID creation	City Council
Draft resolution creating PID	DC/CA/BC
Adopt resolution creating PID	City Council
Generate Opinion of Probable Costs	DEV/DE
Draft Service and Assessment Plan (SAP) and prepare assessment roll	PA?
Public hearing on resolution determining Opinion of Probable Costs with Preliminary SAP & sets levy and assessments hearing date	CS/City Council/BC
Filing of proposed Assessment Roll	DC/City Secretary
Publish Notice of Levy and Assessment Hearing in newspaper	City

Mail Notice of Levy and Assessment Hearing to all property owners in the proposed PID	City
Considers adoption of resolution approving the distribution of the Preliminary Official Statement	CS/City Council/CA/BC
Public hearing on proposed Levy and Assessment	CS/City Council
Discussion on, and adoption of, the Construction, Funding and Acquisition Agreements	CS/City Council/CA/BC/FA
Discussion of, and adoption of, Bond Ordinances and Final Offering Statements	CS/City Council/CA/BC/FA
Posting of Final Official Statements	UW

### PHASE III - ISSUANCE OF BONDS

Prepare first draft of market study	MSC
Meeting to discuss market study	MSC, DD
Prepare second draft of market study	MSC
Conference call to discuss second draft of market study	MSC, DD
Prepare final market study	MSC
<b>Opinion of Probable Cost</b>	
Prepare opinion of probable cost	DE
<b>Appraisal</b> <sup>(1)</sup>	
Select appraiser	CS/DEV/UW
Send letter of instructions to appraiser	UW
Prepare first draft of appraisal	AP
Meeting to discuss appraisal	AP,DD,CS,PA/BC/
Prepare second draft of appraisal	AP
Conference call to discuss second draft of appraisal	AP,DD,CS,PA
Prepare final appraisal	AP
<b>Market Study</b> <sup>(1)</sup>	
Select Market Study Consultant	CS/DEV/UW
Send letter of instructions to Market Study Consultant	UW
Prepare first draft of market study	MSC
Meeting to discuss market study	MSC,DD,CS,PA
Prepare second draft of market study	MSC
Conference call to discuss second draft of market study	MSC,DD,CS,PA
Prepare final market study	MSC
<b>Preparation of bond documents</b>	
Prepare first draft of trust indenture	BC
Conference call to review trust indenture	Team
Prepare second draft of trust indenture	BC
Prepare first draft of construction, acquisition, and funding agreement	DC/BC/CA
Meeting to review documents	Team
Select trustee	CS/FA/BC/UW
Prepare third draft of trust indenture and second draft of funding agreement	Team
Conference call to review documents	Team
Receive comments from trustee on trust indenture	Team
Prepare fourth draft of trust indenture and third draft of funding	BC/DC

agreement	
Prepare form of legal opinions and other documents (including bond ordinance and assessment ordinance)	DC/BC/CA/UWC
Conference call to review documents	Team
Final revisions to documents	BC/DC/UWC
<b>Marketing and closing of bond issue</b>	
Prepare first draft of preliminary offering statement (POS)	UWC
Conference call to review first draft of POS	Team
Prepare second draft of POS and first draft of bond purchase agreement (BPA)	UWC
Conference call to review second draft of POS and BPA	Team
Send term sheet to potential investors and prepare short list of target investors	UW
Preparation of final POS and BPA	UWC
Print POS	UW
Mail POS to potential investors	UW
Site visit with potential investors	Team/INV
Price bonds	UW
Levy Assessment	City Council
Prepare final offering statement	Team
Bond closing	Team

---

<sup>(1)</sup> Draft appraisal and market study will be required as part of the preliminary phase for Industrial Capital PIDs

AP – Appraiser  
 BC - Bond Counsel  
 CA - City Attorney  
 CS - City Staff  
 DC - Developer's Counsel  
 DEV - Developer  
 DE - Developer Engineer  
 DD - Due diligence sub-committee includes the underwriter, underwriter's counsel  
 FA – City’s Financial Advisor  
 INV - Investor  
 MSC - Market Study Consultant  
 PA – PID Administrator  
 UW - Underwriter  
 UWC – Underwriter Counsel

## **ATTACHMENT B**

### **PETITION REQUIREMENTS**

In accordance with the PID Act, the petition must state:

1. The general nature of the proposed improvements;
2. The estimated cost of the improvements;
3. The boundaries of the proposed assessment district;
4. The proposed method of assessment, which may specify included or excluded classes of assessable property;
5. The proposed apportionment of costs between the PID and the municipality as a whole;
6. Whether the PID will be managed by the municipality, by the private sector, or by a partnership of the two;
7. That the persons signing the petition request or concur with the establishment of the PID;  
and

Additional requirements include:

1. Signatures on the PID petition will include the signature of the owner, the owner's printed name, the address of the property, the CAD account number of the property and any other information deemed appropriate by the City.
2. Signatures for PID petitions must be gathered not more than three months preceding submittal of the PID Application.

For a PID to be established, a petition shall include the following:

1. Evidence that the petition's signatures meet the state law requirements. If the proposed district is an expansion of an existing district, a petition for the new portion of the district must identify each subdivision, or portion thereof, within the proposed boundaries of the new district, and each subdivision or portion thereof, that is not currently in an existing PID shall individually satisfy the requirements for a petition under Section 372.005 of the PID Act. Subdivision has the meaning assigned by Section 232.021 of the Texas Local Government Code.
2. Map of the area, a legal description of the boundaries of the district for the legal notices and a "commonly known" description of the area to be included in the district.
3. Statement that the petitioners understand that the improvements assessed for, the amount of the assessments and any annual budget for the PID is subject to review by City staff with final approval by the City Council.



**ATTACHMENT C**  
**PETITION TEMPLATE**

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT WITHIN  
THE CITY OF SCHERTZ, TEXAS FOR THE \_\_\_\_\_ PUBLIC IMPROVEMENT  
DISTRICT

This petition ("Petition") is submitted and filed with the City Clerk of the City of Schertz, Texas ("City"), by \_\_\_\_\_, a \_\_\_\_\_, owner of a majority of the real property (the "Petitioner") located within the proposed boundaries of the District, as hereinafter defined. Acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), the Petitioner requests that the City create a public improvement district (the "District"), to include property located within the City limits of the City (the "Property"), more particularly described by a metes and bounds description in Exhibit A and depicted in Exhibit B. In support of this Petition, the Petitioner would present the following:

Section 1. General Nature of the Authorized Improvements. The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (v) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (v) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Section 2. Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire, and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration, and operation of the District is \$\_\_\_\_\_.00. The City will pay none of the costs of the proposed improvements from funds other than such assessments. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property as shown in Attachment A.

Section 4. Proposed Method of Assessment. The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited, in compliance with the Act. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments {including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

Section 5. Proposed Apportionment of Costs between the District and the City. The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District, and possible tax increment reinvestment zone revenue. No municipal property in the public improvement district shall be assessed. The Petitioner may also pay certain costs of the improvements from other funds available to the Petitioner.

Section 6. Management of the District. The Petitioner proposes that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

Section 7. The Petitioner Requests Establishment of the District. The person signing this Petition requests the establishment of the District, is duly authorized, and has the corporate authority to execute and deliver the Petition.

Section 8. Advisory Board. The Petitioner proposes that the District be established and managed without the creation of an advisory board. If an advisory board is created, the Petitioner requests that a representative of the Petitioner be appointed to the advisory board.

Section 9. Landowner(s). This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

This Petition is hereby filed with the City Clerk of the City, or other officer performing the functions of the City Clerk, in support of the creation of the District by the City Council of the City as herein provided. The undersigned request that the City Council of the City call a public hearing on the advisability of the Authorized Improvements, give notice thereof as provided by law and grant all matters requested in this Petition.

RESPECTFULLY SUBMITTED, on this day of \_\_\_\_\_, 20\_\_\_\_.



**EXHIBIT A**  
**Metes and Bounds**

**EXHIBIT B**  
**Property Depiction**

## **RESOLUTION NO. 22-R-118**

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS ADOPTING A POLICY REGARDING THE CREATION OF PUBLIC IMPROVEMENT DISTRICTS (PIDs), AND RELATED MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, The Texas Legislature in Chapter 372 of the Texas Local Government Code authorizes the governing body of a municipality to undertake improvement projects that confer a special benefit on a definable part of the municipality or its extraterritorial jurisdiction; and

**WHEREAS**, a Public Improvement District (PID) is a special purpose district created to help spur economic development by providing a means to finance the costs of infrastructure that promote development and benefits a definable part of the City, which such costs being borne by the property owner withing the PID boundaries who receive special benefits from the public improvements; and

**WHEREAS**, the Schertz City Council finds it is in the best interest of the City to adopt a policy to facilitate the creation and implementation of public improvement districts under Chapter 372 of the Local Government Code

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

Section 1. The City Council hereby adopts the Schertz Public Improvement District (PID) Policy 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 11<sup>th</sup> day of October, 2022.

CITY OF SCHERTZ, TEXAS

---

Ralph Gutierrez, Mayor

ATTEST:

---

Brenda Dennis, City Secretary

(CITY SEAL)



## CITY COUNCIL MEMORANDUM

**City Council Meeting:** October 11, 2022  
**Department:** Planning & Community Development  
**Subject:** Ordinance No. 22-S-41- Conduct a public hearing and consideration and/or action on a request to rezone approximately 15 acres of land from Pre-Development District (PRE) to Planned Development District (PDD), generally located approximately 2,200 feet southeast of the intersection of Lower Seguin Road and FM 1518, also known as Bexar County Property Identification Number 309997 and 309999, City of Schertz, Bexar County, Texas. *First Reading* (B. James / L. Wood / E. Delgado)

---

### BACKGROUND

Owner: Karen Dahle

Applicant: Ashley Farrimond/ Killen, Griffen & Farrimond

The applicant has requested to rezone approximately 15 acres of land from Pre-Development District (PRE) to Planned Development District (PDD) with a base zoning of Apartment/Multi-Family Residential (R4).

The proposed development will include approximately 300 multi-family apartment units and will consist of eight (8) three (3) story buildings with options ranging from 1 bedroom to 4 bedroom units. The applicant will be working to preserve the natural landscape as there are several large existing trees on site. The proposed development will also include outdoor/indoor recreational space, a resort style pool, clubhouse with a fitness center, business center, and children's activity room.

Twenty-three (23) public hearing notices were mailed to the surrounding property owners on September 2, 2022, with a public hearing notice published in the "San Antonio Express", on September 21, 2022, prior to the City Council public hearing. At the time of this report, staff has received twenty-nine (29) responses opposed, two (2) responses in favor, and one (1) response who did not indicate in favor or opposed of the requested rezoning.

If a proposed zoning change is protested in writing and signed by the owners of at least twenty percent (20%) of the area of the lots or land immediately adjoining the area covered by the proposed zoning change or zoning map amendment and extending 200 feet from that area, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths ( $\frac{3}{4}$ ) of all members of the City Council according to LGC, Local Government Code § 211.006(d). The opposition responses received accounts for 32.2% of the property within 200-feet and triggers the  $\frac{3}{4}$  vote of the City Council. While staff notifies all property owner within 200 feet of a case, per the UDC, only those properties within the city are counted as part of the protest.

### GOAL

The goal is to rezone approximately 15 acres of land to Planned Development District (PDD).

### 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 proposing to zone change approximately 15 acres of land from Pre-Development District (PRE) to Planned Development District (PDD), with a base zoning of Apartment/Multi-Family Residential (R4).

The development will be striving to maintain the natural landscape and preserve as many of the existing trees on the property. The site will include 300 units with 1 bedroom to 4 bedroom options. The site will be providing amenities to the residents living there such as outdoor/indoor recreational spaces, pool, fitness center and a children's activity room. Also, the property will be providing a 20-foot landscape buffer around the entire development with 1 tree per 20 linear feet and will be providing a 6-foot tall metal fence around the perimeter of the entire property.

The table below illustrates the dimensional requirements for the development which are also viewable in the Planned Development District narrative.

Code	Classification	Minimum Lot Size			Minimum, Yard Setback			Min. Off-Street Parking	Misc. Requirements	
		Area sf	Width ft	Depth ft	Front ft	Side ft	Rear ft	Parking	Max. Height	Max. Cover
R-4	Apartment / Multi-Family	10,000	100	100	25	10	20	1.6 spaces per unit & measured at 10' by 18'	45	75%

The Comprehensive Land Use Plan (CLUP), through the Future Land Use Plan and the South Schertz Sector Plan, designates this subject property as Mixed Use Neighborhood Center.

- Comprehensive Plan Goals and Objectives: The land use designation of Mixed Use Neighborhood Center is intended to accommodate a mixture of retail, restaurant, office, and multi-family residential uses.
- Impact of Infrastructure: The property will be serviced by the City of Schertz for water and sewer through 8-inch lines.
- Impact of Public Facilities/Services: The proposed zone change would have minimal impact to the public services, such as schools, fire, police and parks.
- Compatibility with Existing and Potential Adjacent Land Uses: This property is surrounded by residential neighborhoods and the Comprehensive Land Use Plan designates the property as Mixed Use Neighborhood Center to provide a mixture of housing and neighborhood commercial services. The proposed rezoning to Planned Development District (PDD) with a base zoning of Apartment/Multi-Family (R4) is compatible with the existing and potential land uses surrounding the subject tract.

#### FISCAL IMPACT

None.

#### RECOMMENDATION

The property has the land use designation under the Schertz Sector Plan for Southern Schertz as Mixed Use Neighborhood Center. The Mixed Use Neighborhood Center land use designation encourages the mixture of commercial and residential type developments. This would include retail, restaurant, office and multi-family residential uses. The proposed rezoning to Planned Development District (PDD), with a base zoning of Apartment/Multi-Family Residential District (R4) conforms to the Comprehensive Land Use Plan designation. Given that the adjacent properties to the north, east and south are all residentially used, the proposed rezoning would act as a buffer to these properties from FM 1518. The property will be working to maintain the natural landscape and existing trees that are on site as well as providing amenities to the residents/guest that will live here. Staff is recommending approval of the FM 1518 Apartments Planned Development District as presented.

The Planning and Zoning Commission held a public hearing on September 14, 2022, where they made a recommendation to the City Council with a vote of 6-0 to approve the requested rezoning.

---

### **Attachments**

Ordinance No. 22-S-41

Exhibit A: Metes and Bounds

Exhibit B: Zoning Exhibit

Exhibit C: PDD Narrative

Aerial Map

Public Hearing Notice Map

Public Hearing Notice Responses

---

## **ORDINANCE NO. 22-S-41**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 15 ACRES OF LAND TO PLANNED DEVELOPMENT DISTRICT (PDD), GENERALLY LOCATED 2,200 FEET SOUTHEAST OF THE INTERSECTION OF LOWER SEGUIN ROAD AND FM 1518, ALSO KNOWN AS BEXAR COUNTY PROPERTY IDENTIFICATION NUMBERS 309997 AND 309999, BEXAR COUNTY, TEXAS.**

**WHEREAS**, an application to rezone approximately 15 acres of land to Planned Development District (PDD), generally located approximately 2,200 feet southeast of the intersection of Lower Seguin Road and FM 1518, also known as Bexar County Property Identification Number 309997 and 309999, and more specifically described in the Exhibit A attached herein (herein, the “Property”) has been filed with the City; and

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

**WHEREAS**, on September 14, 2022, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve the requested rezoning; and

**WHEREAS**, on October 11, 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 zoning be approved as provided for herein.

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

Section 1. The Property as shown and more particularly described in the attached Exhibit A and Exhibit B, is hereby zoned Planned Development District (PDD).

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

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

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

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

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

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

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

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

Approved on first reading the 11<sup>th</sup> day of October 2022.

PASSED, APPROVED AND ADOPTED on final reading the 25<sup>th</sup> day of October 2022.

---

Ralph Gutierrez, Mayor

ATTEST:

---

Brenda Dennis, City Secretary  
(SEAL OF THE CITY)

Field Notes for a Tract of Land  
Containing 14.687 acres (639,766.78 square feet)

A 14.687 acre (639,766.78 square feet) tract of land in the City of Schertz, Bexar County, Texas, situated in the Julian Diaz Survey No. 66, Abstract 187, County Block No. 5059, being a portion of a 10.000 acre tract as conveyed to Karen L. Dahle and spouse, Michael H. Dahle by Warranty Deed with Vendor's Lien as recorded in Volume 10257, Page 210 and a portion of a 5.095 acre tract as conveyed to Karen L. Dahle, a married person, by Warranty Deed with Vendor's Lien as recorded in Volume 10337, Page 840, both of the Official Public Records of Bexar County, Texas. Said 14.687 acre (639,766.78 square feet) tract of land being more particularly described as follows:

**Beginning** at a found 1/2" iron rod with a yellow plastic cap stamped "PAPE DAWSON", having Texas State Plane Coordinates of N:13,736,183.57, E:2,209,469.56, on the northeasterly right of way line of East F.M. 1518 North, an 80-foot wide right of way, being the west corner of a 0.7227 of an acre tract as conveyed to Joe Pawlik, Jr. and wife, Beverly L. Pawlik by Warranty Deed with Vendor's Lien as recorded in Volume 7461, Page 94, of the Official Public Records of Bexar County, Texas, being a south corner of the herein described tract;

**Thence**, with the northeasterly right of way line of said East F.M. 1518 North, being a southwesterly boundary of the remainder of said 5.095 acre tract and said 10.000 acre tract, North 30 degrees 27 minutes 18 seconds West, a distance of 872.37 feet to a found 5/8" iron rod, being the south corner of Lot 1, as shown on plat of Fey Subdivision as recorded in Volume 9539, Page 43, as conveyed to Hector Peterson by General Warranty Gift Deed as recorded in Document Number 20170091718, both of the Official Public Records of Bexar County, Texas, and being both the west corner of said 10.000 acre tract and of the herein described tract;

**Thence**, leaving the northeasterly right of way line of said East F.M. 1518 North, with the southeasterly boundary of said Lot 1, being the northwesterly boundary of said 10.000 acre tract, North 59 degrees 47 minutes 23 seconds East, a distance of 670.55 feet to a found 5/8" iron rod on the southwesterly boundary of a 40.556 acre tract as conveyed to Lloyd R. Fairley by Warranty Deed with Vendor's Lien as recorded in Volume 8666, Page 492, of the Official Public Records of Bexar County, Texas, being the east corner of said Lot 1, being both the north corner of said 10.000 acre tract and of the herein described tract;

**Thence**, with the southwesterly boundary of said 40.556 acre tract, being the northeasterly boundary of said 10.00 acre tract, the following two (2) courses:

South 30 degrees 32 minutes 03 seconds East, a distance of 69.89 feet to a set 1/2" iron with an orange plastic cap stamped "MTR ENG", being an angle point in the herein described tract;

South 30 degrees 26 minutes 11 seconds East, a distance of 938.61 feet to a set 1/2" iron with an orange plastic cap stamped "MTR ENG", being the north corner of a 3.245 acre tract as conveyed to Brandon McGarrell, a married man, by General Warranty Deed as recorded in Document Number 20180075657 of the Official Public Records of Bexar County, Texas, being both the east corner of said 10.000 acre tract and of the herein described tract;

**Thence**, leaving the southwesterly boundary of said 40.556 acre tract, with the northwesterly boundary of said 3.245 acre tract, South 61 degrees 37 minutes 43 seconds West, passing the most southerly south corner of said 10.000 acre tract, being the east corner of said 5.095 acre tract, and continuing said course for a total distance of 415.77 feet to a found 5/8" iron rod, being the east corner of said 0.7227 acre tract, being both the most southerly south corner of said 5.095 acre tract and of the herein described tract;

**Thence**, leaving the northwesterly boundary of said 3.245 acre tract, with the northeasterly and northwesterly boundary of said 0.7227 acre tract, being a southwesterly and a southeasterly boundary of said 5.095 acre tract, the following two (2) courses:

North 31 degrees 14 minutes 27 seconds West, a distance of 115.42 feet to a found 3/8" iron rod, being the north corner of said 0.7227 acre tract, being both an interior corner of said 5.095 acre tract and of the herein described tract;

South 61 degrees 27 minutes 38 seconds West, a distance of 253.39 feet to the **Point of Beginning**, containing 14.687 acres (639,766.78 square feet) of land.

**Note:** Basis of bearings and coordinates cited were established from the State Plane Coordinate System, North American Datum of 1983, Texas South Central Zone. A Survey of even date was prepared for this description.

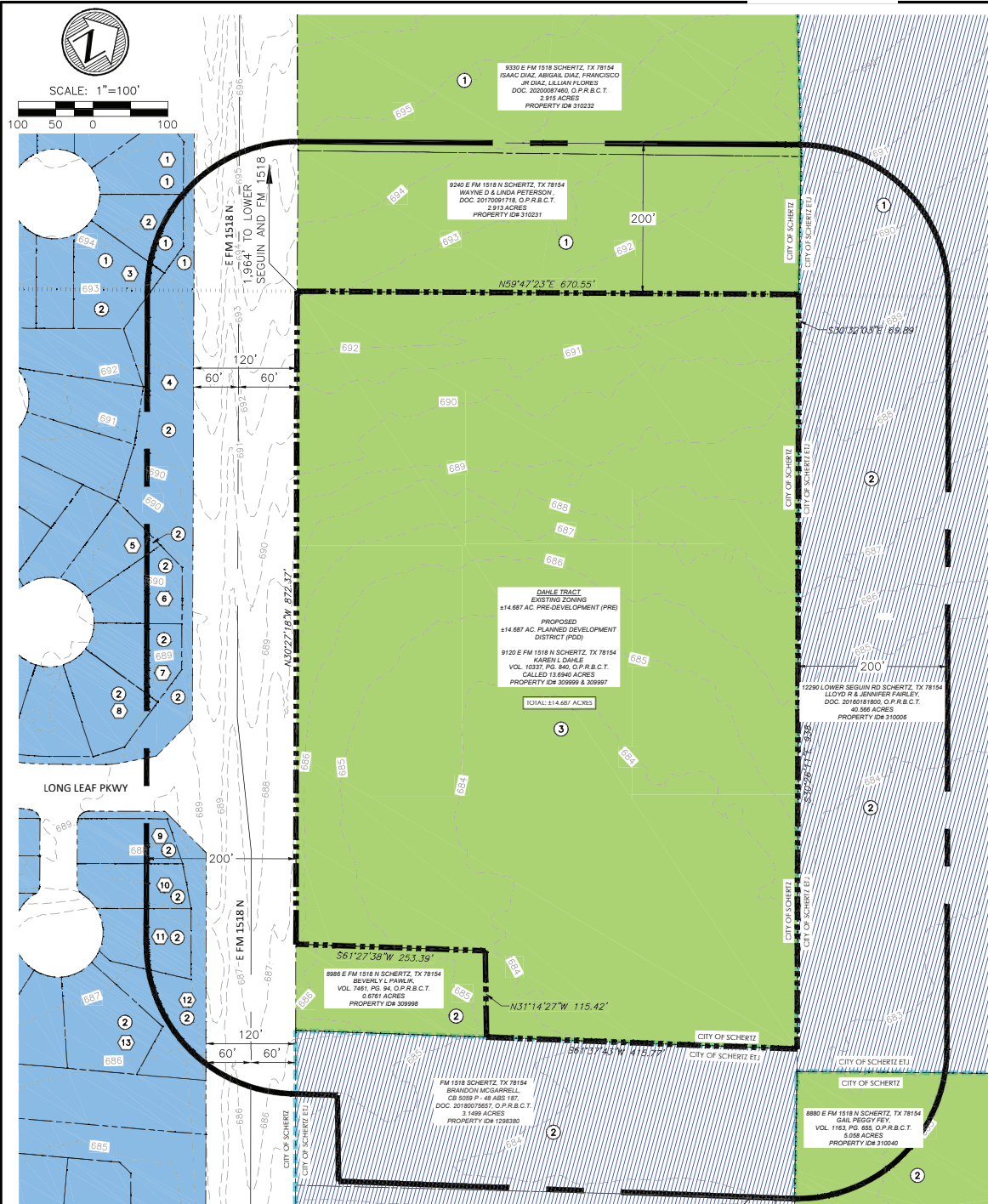




Stephanie L. James, R.P.L.S.  
Registered Professional Land Surveyor  
No. 5950  
Date: 2021-12-16      Job No. 21213  
VB







## LEGEND

- SUBJECT PROPERTY BOUNDARY
- - - ADJACENT PROPERTY BOUNDARY
- 200' NOTIFICATION LINE
- EXISTING CONTOUR
- SCHERTZ CITY LIMITS
- CHANGE IN LAND USE BOUNDARY
- O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS

## ZONING LEGEND

- DEVELOPMENT AGREEMENT (DELAYED ANNEXATION)
- PRE-DEVELOPMENT
- PLANNED DEVELOPMENT DISTRICT

## LAND USE TABLE

- 1 MIXED USE NEIGHBORHOOD
- 2 ESTATE NEIGHBORHOOD
- 3 MIXED USE NEIGHBORHOOD CENTER

## PROPERTY INFORMATION

1	12015 ROCKROOT SCHERTZ, TX 78154 ADRIAN A PEREZ THE CROSSVINE MODULE 1, UNIT 1 DOC. 20170017048, O.P.R.B.C.T. 0.2022 ACRES PROPERTY ID# 1211017	9	8914 SAGES STEM SCHERTZ, TX 78154 DAVID L & JENNIFER M PUGH, THE CROSSVINE MODULE 1, UNIT 1 DOC. 20180246917, O.P.R.B.C.T. 0.1799 ACRES PROPERTY ID# 1210898
2	12014 ROCKROOT SCHERTZ, TX 78154 THOMAS LEE & LUCIA ECKHOFF THE CROSSVINE MODULE 1, UNIT 1 DOC. 20170011491, O.P.R.B.C.T. 0.2019 ACRES PROPERTY ID# 1211018	10	8910 SAGES STEM SCHERTZ, TX 78154 WALTER DOUGLAS & ANGELA DENISE SHERROD, THE CROSSVINE MODULE 1, UNIT 1 DOC. 20160808743, O.P.R.B.C.T. 0.1928 ACRES PROPERTY ID# 1210899
3	12010 ROCKROOT SCHERTZ, TX 78154 LAURENCE J & JOUNG HWA TYLER, THE CROSSVINE MODULE 1, UNIT 1 DOC. 20180048737, O.P.R.B.C.T. 0.2709 ACRES PROPERTY ID# 1211019	11	8908 SAGES STEM SCHERTZ, TX 78154 JINBONG U & ELIZABETH S ESKUSAKA, THE CROSSVINE MODULE 1, UNIT 1 DOC. 20170038179, O.P.R.B.C.T. 0.2206 ACRES PROPERTY ID# 1210900
4	314 E COMMERCE ST STE 600 SAN ANTONIO, TX 78205 CROSSVINE MASTER COMMUNITY INC. THE CROSSVINE MODULE 1, UNIT 1 DOC. 20160208068, O.P.R.B.C.T. 1.573 ACRES PROPERTY ID# 1211040	12	314 E COMMERCE ST STE 600 SAN ANTONIO, TX 78205 CROSSVINE MASTER COMMUNITY INC. THE CROSSVINE MODULE 1, UNIT 1 DOC. 20160208068, O.P.R.B.C.T. 0.4346 ACRES PROPERTY ID# 1210927
5	12017 VIGNETTE SCHERTZ, TX 78154 STEVEN MAURICE HARRIS THE CROSSVINE MODULE 1, UNIT 1 DOC. 20200117378, O.P.R.B.C.T. 0.1734 ACRES PROPERTY ID# 1211030	13	8902 SAGE STEM NEW BRAINFELDS, TX 78132 EMILY KATE & GUERRA ERICK MEUTH THE CROSSVINE MODULE 1, UNIT 1 DOC. 20210283612, O.P.R.B.C.T. 0.3184 ACRES PROPERTY ID# 1210901
6	12021 VIGNETTE SCHERTZ, TX 78154 JUAN ALBERTO & JENNIFER BELARDO RAMOS, THE CROSSVINE MODULE 1, UNIT 1 DOC. 20210308543, O.P.R.B.C.T. 0.2131 ACRES PROPERTY ID# 1211031		
7	12025 VIGNETTE SCHERTZ, TX 78154 RONNA & ERIC POOLE, THE CROSSVINE MODULE 1, UNIT 1 DOC. 20210308591, O.P.R.B.C.T. 0.2098 ACRES PROPERTY ID# 1211032		
8	12024 VIGNETTE SCHERTZ, TX 78154 DOHNA L WIM WILEY, THE CROSSVINE MODULE 1, UNIT 1 DOC. 20170044603, O.P.R.B.C.T. 0.224 ACRES PROPERTY ID# 1211033		

FM 1518 SCHERTZ MULTIFAMILY TRACT ZONING TABLE

CONDITION	ZONING	AREA (AC.)
EXISTING	PRE	14.687
PROPOSED	PDD	14.687

## OWNER INFORMATION

KAREN L DAHLE  
9120 E FM 1518 N  
SCHERTZ, TX 78154

## APPLICANT

RAYMOND TARRIN JR., P.C. CIVIL LEED AP  
MOY TARRIN RAMIREZ ENGINEERS, LLC  
12770 CHAMARRON PATH, SUITE 100  
SAN ANTONIO, TEXAS 78249  
PH: (210) 698-5051

## SURVEYOR

STEPHANIE L JAMES, RPLS  
MOY TARRIN RAMIREZ ENGINEERS, LLC  
12770 CHAMARRON PATH, SUITE 100  
SAN ANTONIO, TEXAS 78249  
PH: (210) 698-5051

## NOTE:

1. NO PORTION OF THIS PROPERTY IF LOCATED WITHIN THE 100-YEAR (1% CHANCE) FLOODPLAIN AS ACCORDING TO FEMA FIRM PANEL #48187C0240F



Moy Tarin Ramirez Engineers, LLC  
TIMELYS ENGINEERING F-5297 / SURVEYING F-1013500  
12770 CHAMARRON PATH, SUITE 100  
SAN ANTONIO, TEXAS 78249

- Engineers
- Surveyors
- Planners

DRAWING NAME:  
ZONING EXHIBIT

PROJECT NAME:

F.M. 1518 SCHERTZ MULTIFAMILY

PROJECT NO.:  
21213DATE:  
AUGUST 9, 2022SCALE:  
1"=100'

A 14.687 ACRE (639,766.78 SQUARE FEET) TRACT OF LAND IN THE CITY OF SCHERTZ, BEXAR COUNTY, TEXAS, SITUATED IN THE JULIAN DIAZ SURVEY NO. 66, ABSTRACT 187, COUNTY BLOCK NO. 3059, BEING A PORTION OF A 10,000 ACRE TRACT AS CONVEYED TO KAREN L. DAHLE AND SPOUSE, MICHAEL M. DAHLE BY WARRANTY DEED WITH VENDOR'S LIEN AS RECORDED IN VOLUME 10257, PAGE 210 AND A PORTION OF A 5,095 ACRE TRACT AS CONVEYED TO KAREN L. DAHLE, A MARRIED PERSON, BY WARRANTY DEED WITH VENDOR'S LIEN AS RECORDED IN VOLUME 10337, PAGE 840, BOTH OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.

**1518 Apartments**

Planned Development District  
Schertz, Texas

# **1518 Apartments Planned Development District**

## **Table of Contents**

I.	Planned Development District	Page 3
II.	Project/PDD Summary	Page 3
	a. The Property	Page 3
	b. The Project	Page 3
III.	PDD Standards	Page 4
	A. Zoning Districts	Page 5
	B. Design Standards	Page 5
	C. Parking	Page 5
	D. Signs	Page 6
	E. Adjustments to the PDD Plan	Page 7
	Exhibit A. Property Location	Page 8
	Exhibit B. PDD Plan	Page 9

# **1518 Apartments Planned Development District**

As population in the Schertz area continues to grow, the demand for housing in the Schertz community continues to rise. It is critical to have alternative housing options to traditional single-family development for existing and future City residents. The 1518 Apartments will provide much needed housing in the Schertz community. The project location is further described in the attached Exhibit “A”.

## **I. Planned Development District (“PDD”)**

The City of Schertz (“City”) has adopted zoning and site design requirements for specific zoning classifications and uses, as set forth in the Schertz Unified Development Code (“UDC”). Recognizing that not all development may be able to adhere to the strict regulations and design standards set forth in a particular zoning classification, the City created the Planned Development District (“PDD”) as an alternative approach to conventional land development.

PDD zoning encourages and promotes creative and innovative project design that would otherwise not be possible under the regulations of typical Schertz zoning districts. In exchange for allowing flexibility under the PDD, the City is granted more control and certainty over what is actually constructed on a site. Through the PDD, permitted uses and design standards can be better defined.

The PDD Plan (attached as Exhibit “B”) and this written document define the use and project design for the 1518 Apartments PDD. This document outlines the specific UDC articles and sections that are to be amended or modified pursuant to the City ordinance specific to this PDD. Development within the Property is subject to general development plan review and approval by the City, as required by the UDC.

## **II. 1518 Apartments**

### **a. The Property**

The PDD project area includes approximately 14.69 acres (the “Property”) located on FM 1518 within the City of Schertz municipal boundaries. The Property is further described in the attached Exhibit “A”.

### **b. The Project**

The Project will consist of approximately 300 units (20.4 units per acre), as further shown on the PDD Plan in Exhibit “B”. The development includes eight (8), three (3) story buildings varying in the number of units, as well as amenities to serve the apartment community. There will be one (1), two (2), three (3), and four (4) bedroom units, creating housing opportunities for a wide variety of individuals at varying stages of life.

The natural landscape is an amenity to the Project. The site has been designed thoughtfully to preserve existing trees on the Property. The Project also includes outdoor open/recreational space for the tenants to enjoy, as well as a resort-style pool. The community will include a club house with a fitness center, business center, children's activity room, laundry facilities, and other common areas for the community to use. A multi-use path designed in accordance with City and TxDOT standards will be constructed on FM 1518, pending coordination and approval from TxDOT, and there will be significant landscaping throughout the Property.

### **III. PDD Standards**

The Project will be developed in accordance with the standards set forth in this PDD and on the attached PPD Plan. If this document and the PDD Plan are silent, then UDC standards shall control. In the event of a conflict between the PDD and the UDC, the PDD and PDD Plan shall control.

- A. Zoning Districts (UDC Article 5)** – Unless excepted from herein, the Project shall comply with the City's "R-4" Apartment/Multi-Family Residential District standards. The following Table shall replace Table 21.5.7.A as it applies to the Project:

**Table One – Dimensional Requirements**

		Minimum Lot Size			Minimum, Yard Setback			Minimum Off-Street Parking Spaces	Misc. Requirements	
Code	Classification	Area sf	Width ft	Depth ft	Front ft	Side ft	Rear ft	Parking	Max . Ht.	Max. Cover
<b>R-4</b>	Apartment/Multi-Family	10,000	100	100	25	10	20	(see parking standards in the PDD)	45	<b>75%</b>

The following standards are applicable to the PDD:

- A. The Project will be developed in one (1) phase.
- B. Project unit count is approximately 300 (20.4 units per acre), however this unit count may increase by up to 10% for a maximum of 22.4 units per acre.
- C. Minimum of 1.6 parking spaces per unit.
- D. Site Plan approval required.
- E. Swimming pools count toward the maximum impervious cover limitations, unless the swimming pool is equipped with a water overflow device appropriate for such pool, and only if it drains into any pervious surface, in which case the water surface shall be excluded.
- F. No variances may be permitted to exceed the maximum impervious cover limitations.
- G. The Project shall comply with the standards of UDC 21.14.3, except for:
  - The front building setback shall be a minimum of 25 feet
  - The Project does not include any head-on parking facing public right-of-way and therefore a land berm wall or vegetative hedge barrier is not required. The Project will provide a minimum 20-foot-wide landscape buffer adjacent to FM 1518, as well as the side and rear Property lines. Plantings within the buffer will comply with UDC Section 21.9.3 standards (1 tree per 20 feet).
- H. The PDD includes buildings fronting on FM 1518, and therefore no masonry screening wall is required.

## **B. Design Standards (UDC Article 9)**

### **1) Lot (Section 21.9.3)**

The lot size and dimensions will conform to the minimum requirements recognized in “Table One – Dimensional Requirements” of this PDD.

### **2) Fence (Section 21.9.8)**

The PDD will include a six-foot (6') metal fence around the perimeter of the entire Property.

## **C. Parking (UDC Article 10)**

### **1) Size of Parking Spaces (Section 21.10.3)**



- A. Each standard off-street surface parking space shall measure not less than ten (10) feet by eighteen (18) feet (10'x18'), exclusive of access drives and aisles, and shall be of usable shape and condition.
- B. *Wheel stops.* Wheel stops shall be required where a parking space is adjacent to a sidewalk/pedestrian area. They are not required adjacent to landscaped areas.

**2) Schedule of Off-Street Parking Requirements (Section 21.10.4)**

- 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 Two – Schedule of Off-Street Parking Requirements</b>	
<i>Use Type</i>	<i>Parking Requirement</i>
Multi-Family	1.6 parking spaces per unit (minimum)

**D. Signs (UDC Article 11)**

**1) Monument Signs (Section 21.11.11)**

- A. *General.* Unless otherwise specifically provided, the regulations set forth in this section shall be applicable to all monument signs that are allowed under this Article.
- B. *Maximum Height.* The maximum height of a monument sign shall be six feet (6').
- C. *Maximum Area.* The maximum area of a monument sign shall not exceed fifty (50) square feet.
- D. *Number of Signs.* The maximum number of monument signs shall be limited to two (2) per lot per street frontage.
- E. *Minimum Setback.* The minimum setback of all monument signs shall be fifteen feet (15') from any property line.
- F. *Material Requirements.* All monument sign bases shall be constructed of masonry material consisting of brick, stone or split face concrete block. The monument sign structure must be constructed or covered with the same masonry material as the principal building or shall be constructed of brick, stone or split face concrete block. Sculpted aluminum sign panels will be allowed. All sign text and graphic elements shall be limited to a minimum of six inches (6") from the outer limits of the sign structure.
- G. *Illumination.* Monument signs shall only be illuminated utilizing internal lighting for sculpted aluminum panels or a ground lighting source where the light itself

and supporting sign structure are not visible from public right-of-way.

- H. *Driveway Entrances.* Freestanding non-residential street address signs at driveway entrances are limited to one (1) monument sign per driveway entrance not to exceed twelve (12) square feet in area, and three feet in height.

## **2) Subdivision Entry Signs (UDC Section 21.11.15)**

For clarity, this UDC Section 21.11.15 shall not apply to the Project. Signage for the Project will conform to the monument signage requirements in this PDD.

## **E. Adjustments to Planned Development District (PDD) Plan (UDC Section 21.5.10)**

Per UDC Section 21.5.10, the City Manager or his/her designee may permit an applicant to make minor amendments to the PDD Plan without the necessity of amending the ordinance that established the PDD. As the Project design and engineering is refined, there it may be necessary to alter building orientation or shift buildings in location. The list of minor amendments included in Section 21.5.10 is further defined to allow buildings to shift in location up to twenty feet (20'). Building sizes can increase or decrease up to fifteen percent (15%) of what is shown on the PDD Plan, provided that the setbacks shown on the PDD Plan and the requirements of Table One – Dimensional Standards are satisfied.

Field Notes for a Tract of Land  
Containing 14.687 acres (639,766.78 square feet)

A 14.687 acre (639,766.78 square feet) tract of land in the City of Schertz, Bexar County, Texas, situated in the Julian Diaz Survey No. 66, Abstract 187, County Block No. 5059, being a portion of a 10.000 acre tract as conveyed to Karen L. Dahle and spouse, Michael H. Dahle by Warranty Deed with Vendor's Lien as recorded in Volume 10257, Page 210 and a portion of a 5.095 acre tract as conveyed to Karen L. Dahle, a married person, by Warranty Deed with Vendor's Lien as recorded in Volume 10337, Page 840, both of the Official Public Records of Bexar County, Texas. Said 14.687 acre (639,766.78 square feet) tract of land being more particularly described as follows:

**Beginning** at a found 1/2" iron rod with a yellow plastic cap stamped "PAPE DAWSON", having Texas State Plane Coordinates of N:13,736,183.57, E:2,209,469.56, on the northeasterly right of way line of East F.M. 1518 North, an 80-foot wide right of way, being the west corner of a 0.7227 of an acre tract as conveyed to Joe Pawlik, Jr. and wife, Beverly L. Pawlik by Warranty Deed with Vendor's Lien as recorded in Volume 7461, Page 94, of the Official Public Records of Bexar County, Texas, being a south corner of the herein described tract;

**Thence**, with the northeasterly right of way line of said East F.M. 1518 North, being a southwesterly boundary of the remainder of said 5.095 acre tract and said 10.000 acre tract, North 30 degrees 27 minutes 18 seconds West, a distance of 872.37 feet to a found 5/8" iron rod, being the south corner of Lot 1, as shown on plat of Fey Subdivision as recorded in Volume 9539, Page 43, as conveyed to Hector Peterson by General Warranty Gift Deed as recorded in Document Number 20170091718, both of the Official Public Records of Bexar County, Texas, and being both the west corner of said 10.000 acre tract and of the herein described tract;

**Thence**, leaving the northeasterly right of way line of said East F.M. 1518 North, with the southeasterly boundary of said Lot 1, being the northwesterly boundary of said 10.000 acre tract, North 59 degrees 47 minutes 23 seconds East, a distance of 670.55 feet to a found 5/8" iron rod on the southwesterly boundary of a 40.556 acre tract as conveyed to Lloyd R. Fairley by Warranty Deed with Vendor's Lien as recorded in Volume 8666, Page 492, of the Official Public Records of Bexar County, Texas, being the east corner of said Lot 1, being both the north corner of said 10.000 acre tract and of the herein described tract;

**Thence**, with the southwesterly boundary of said 40.556 acre tract, being the northeasterly boundary of said 10.00 acre tract, the following two (2) courses:

South 30 degrees 32 minutes 03 seconds East, a distance of 69.89 feet to a set 1/2" iron with an orange plastic cap stamped "MTR ENG", being an angle point in the herein described tract;

South 30 degrees 26 minutes 11 seconds East, a distance of 938.61 feet to a set 1/2" iron with an orange plastic cap stamped "MTR ENG", being the north corner of a 3.245 acre tract as conveyed to Brandon McGarrell, a married man, by General Warranty Deed as recorded in Document Number 20180075657 of the Official Public Records of Bexar County, Texas, being both the east corner of said 10.000 acre tract and of the herein described tract;

**Thence**, leaving the southwesterly boundary of said 40.556 acre tract, with the northwesterly boundary of said 3.245 acre tract, South 61 degrees 37 minutes 43 seconds West, passing the most southerly south corner of said 10.000 acre tract, being the east corner of said 5.095 acre tract, and continuing said course for a total distance of 415.77 feet to a found 5/8" iron rod, being the east corner of said 0.7227 acre tract, being both the most southerly south corner of said 5.095 acre tract and of the herein described tract;

**Thence**, leaving the northwesterly boundary of said 3.245 acre tract, with the northeasterly and northwesterly boundary of said 0.7227 acre tract, being a southwesterly and a southeasterly boundary of said 5.095 acre tract, the following two (2) courses:

North 31 degrees 14 minutes 27 seconds West, a distance of 115.42 feet to a found 3/8" iron rod, being the north corner of said 0.7227 acre tract, being both an interior corner of said 5.095 acre tract and of the herein described tract;

South 61 degrees 27 minutes 38 seconds West, a distance of 253.39 feet to the **Point of Beginning**, containing 14.687 acres (639,766.78 square feet) of land.

**Note:** Basis of bearings and coordinates cited were established from the State Plane Coordinate System, North American Datum of 1983, Texas South Central Zone. A Survey of even date was prepared for this description.

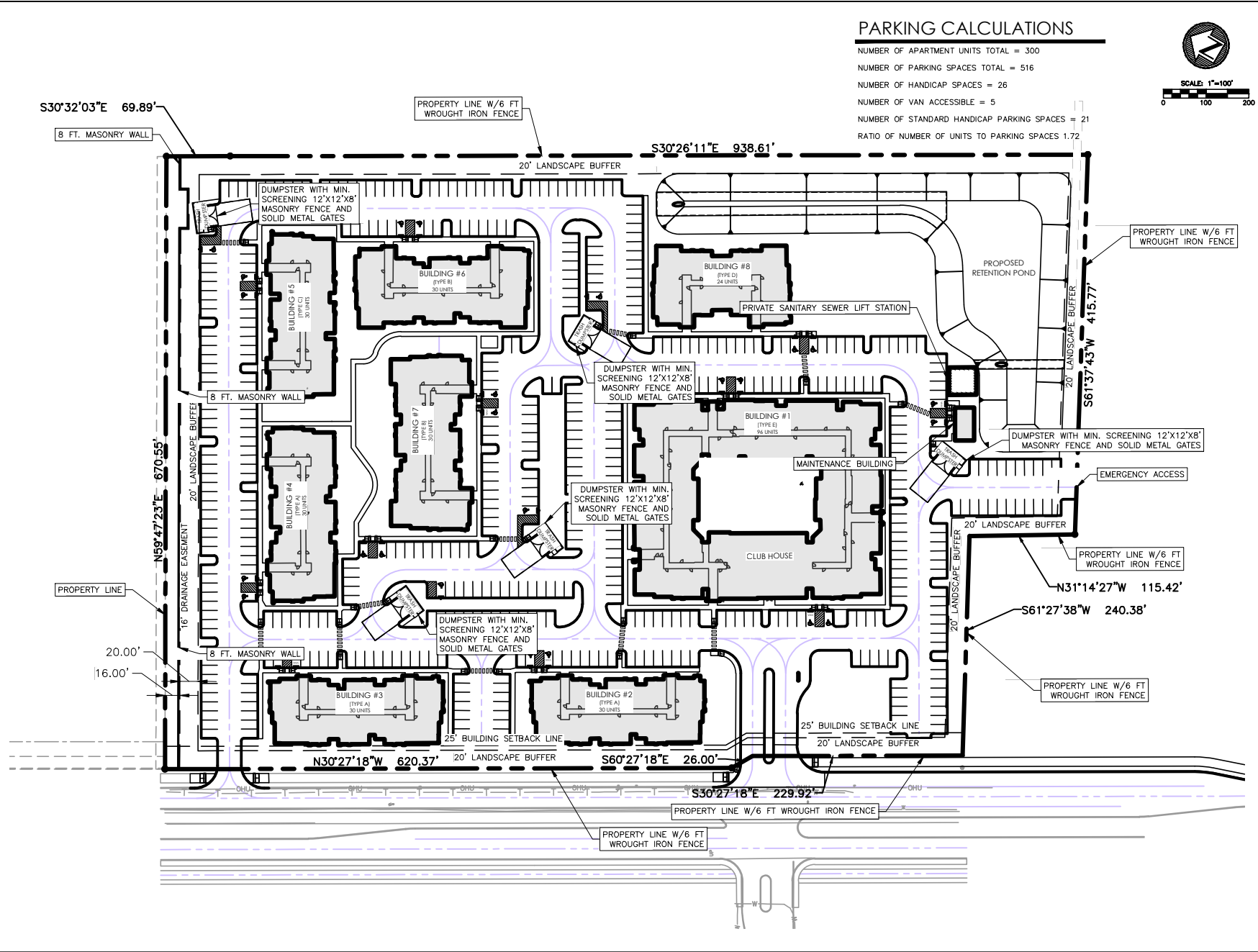




Stephanie L. James, R.P.L.S.  
Registered Professional Land Surveyor  
No. 5950  
Date: 2021-12-16      Job No. 21213  
VB

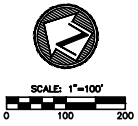






PARKING CALCULATIONS

NUMBER OF APARTMENT UNITS TOTAL = 300  
NUMBER OF PARKING SPACES TOTAL = 516  
NUMBER OF HANDICAP SPACES = 26  
NUMBER OF VAN ACCESSIBLE = 5  
NUMBER OF STANDARD HANDICAP PARKING SPACES = 21  
RATIO OF NUMBER OF UNITS TO PARKING SPACES 1.72



alta

ALTA ARCHITECTS  
723 SOUTH FLORES STREET  
SAN ANTONIO, TEXAS  
210.349.1163

**MIR**  
Moy Tarin Ramirez Engineers, LLC  
10112 - 10112 - 10112 - 10112  
10112 - 10112 - 10112 - 10112  
10112 - 10112 - 10112 - 10112  
10112 - 10112 - 10112 - 10112

the  
**NRP**  
group

1518 APARTMENTS  
SCHERTZ, TEXAS  
CONCEPTUAL SITE PLAN

Issue/Revisions		
#	DESCRIPTION	DATE
Sheet Title		
Date		
AUGUST 30, 2022		
Project Number	Drawn By	Checked By
21213	AR	RT
Sheet Number		

CSP-1





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



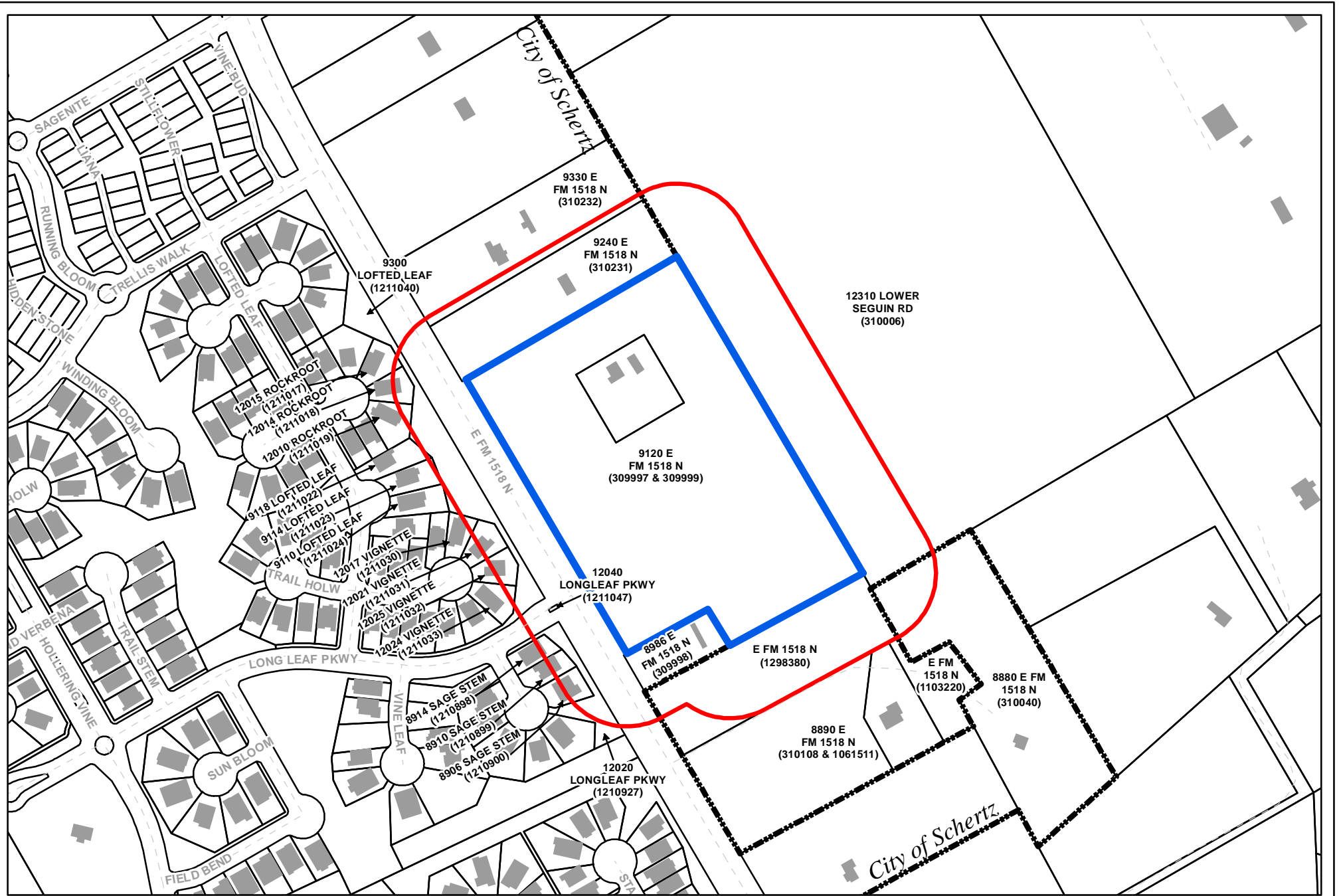
F.M. 1518 SCHERTZ MULTIFAMILY  
CB 5059 P-3 (13.617 AC) &  
P-36 (1.077 AC) ABS 187

- |  |   |  |   |   |   |   |
|--|---|--|---|---|---|---|
| <ul style="list-style-type: none"><li>&lt;all other values&gt;</li><li>Highways</li><li>Major Roads</li><li>Minor Roads</li><li>Other Cities</li></ul> | <ul style="list-style-type: none"><li>&lt;all other values&gt;</li><li>Freeway</li><li>Principal Arterial</li><li>Planned Principal Arterial</li><li>Secondary Arterial</li></ul> | <ul style="list-style-type: none"><li>Planned Secondary Arterial</li><li>Secondary Rural Arterial</li><li>Planned Secondary Rural Arterial</li><li>Residential Collector</li><li>Planned Residential Collector</li></ul> | <ul style="list-style-type: none"><li>Commercial Collector B</li><li>Planned Commercial Collector B</li><li>Commercial Collector A</li><li>Planned Commercial Collector A</li></ul> | <ul style="list-style-type: none"><li>1"</li><li>2"</li><li>3"</li><li>4"</li><li>6"</li><li>8"</li><li>10"</li><li>12"</li><li>16"</li><li>18"</li><li>20"</li><li>24"</li><li>30"</li><li>36"</li></ul> | <ul style="list-style-type: none"><li>Schertz Gravity</li><li>Schertz Pressure</li><li>Neighboring Gravity</li><li>Private Pressure</li></ul> | <ul style="list-style-type: none"><li>Hydrant</li><li>Manholes</li><li>200' Buffer</li><li>Schertz Municipal Boundary</li><li>County Boundaries</li></ul> |
|--|---|--|---|---|---|---|

1 Inch = 200 Feet

0 50 100 200 300 400 500 Feet





Last Update: June 7, 2022

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

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

# City of Schertz

## FM 1518 Schertz Multifamily (PLPDD20220056)



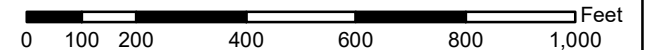
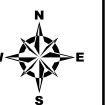
Project Area



City Limit Boundary



200' Buffer



**Megan Harrison**

---

**From:** Karen Dahle  
**Sent:** Wednesday, September 7, 2022 6:14 PM  
**To:** Megan Harrison  
**Subject:** PLPDD20220056

Megan,

Please mark my notice of hearing as IN FAVOR for this request to rezone.

Thank you.

Karen Dahle - electronic signature

Schertz, Texas 78154

Date signed 09/07/2022

Sent from Yahoo Mail on Android

NOTICE OF PUBLIC HEARING

September 2, 2022

Dear Property Owner,

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

**PLPDD20220056** – A request to rezone approximately 15 acres of land from Pre-Development District (PRE) to Planned Development District (PDD), generally located approximately 2,200 feet southeast of the intersection of Lower Seguin Road and FM 1518, also known as Bexar County Property Identification Number 309997 and 309999, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to 1400 Schertz Parkway, Building #1, or email [mharrison@schertz.com](mailto:mharrison@schertz.com). If you have any questions, please feel free to call Megan Harrison, Planner directly at (210) 619-1781.

Sincerely,



Megan Harrison  
Planner

---

Reply Form

I am: in favor of ☒ opposed to ☐ neutral to ☐ the request for **PLPDD20220056**

COMMENTS: There is a need for this and the proposed location is a good one.

NAME: Chris Domingue  
(PLEASE PRINT)

SIGNATURE



STREET ADDRESS: 8710 Luckside Schertz Tx 78154

DATE: Sept 14, 2022

NOTICE OF PUBLIC HEARING

September 2, 2022

Dear Property Owner,

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

**PLPDD20220056** - A request to rezone approximately 15 acres of land from Pre-Development District (PRE) to Planned Development District (PDD), generally located approximately 2,200 feet southeast of the intersection of Lower Seguin Road and FM 1518, also known as Bexar County Property Identification Number 309997 and 309999, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to 1400 Schertz Parkway, Building #1, or email [mhamison@schertz.com](mailto:mhamison@schertz.com). If you have any questions, please feel free to call Megan Hamison, Planner directly at (210) 619-1781.

Sincerely,



Megan Harrison  
Planner

Reply Form

I am: in favor of ☐ opposed to ☐ neutral to ☐ the request for PLPDD20220056

COMMENTS: Traffic is dangerous

NAME: Gary Oester Jr SIGNATURE   
(PLEASE PRINT)

STREET ADDRESS: 8516 Vinepost Schertz, TX 78154

DATE: 9/8/2022

## NOTICE OF PUBLIC HEARING

September 2, 2022

Dear Property Owner,

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

**PLPDD20220056** – A request to rezone approximately 15 acres of land from Pre-Development District (PRE) to Planned Development District (PDD), generally located approximately 2,200 feet southeast of the intersection of Lower Seguin Road and FM 1518, also known as Bexar County Property Identification Number 309997 and 309999, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to 1400 Schertz Parkway, Building #1, or email [mhamison@schertz.com](mailto:mhamison@schertz.com). If you have any questions, please feel free to call Megan Harrison, Planner directly at (210) 619-1781.

Sincerely,

Megan Harrison  
Planner

## Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLPDD20220056****COMMENTS:** I am opposed to this land grab for multi-unit housing. Extra traffic and lower housing values.**NAME:** Joshua Patterson  
(PLEASE PRINT)**SIGNATURE** **STREET ADDRESS:** 11972 Trailing Creek, Schertz, TX 78154**DATE:** 9/14/2022

## NOTICE OF PUBLIC HEARING

September 2, 2022

Dear Property Owner,

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

**PLPDD20220056** – A request to rezone approximately 15 acres of land from Pre-Development District (PRE) to Planned Development District (PDD), generally located approximately 2,200 feet southeast of the intersection of Lower Seguin Road and FM 1518, also known as Bexar County Property Identification Number 309997 and 309999, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to 1400 Schertz Parkway, Building #1, or email [mharrison@schertz.com](mailto:mharrison@schertz.com). If you have any questions, please feel free to call Megan Harrison, Planner directly at (210) 619-1781.

Sincerely,

  
Megan Harrison  
Planner

## Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLPDD20220056**

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

NAME: Belia Burnett

(PLEASE PRINT)

SIGNATURE STREET ADDRESS: 8748 StackstoneDATE: 14 SEPT 2022

## NOTICE OF PUBLIC HEARING

September 2, 2022

Dear Property Owner,

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

**PLPDD20220056** – A request to rezone approximately 15 acres of land from Pre-Development District (PRE) to Planned Development District (PDD), generally located approximately 2,200 feet southeast of the intersection of Lower Seguin Road and FM 1518 also known as Bexar County Property Identification Number 309997 and 309999, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to 1400 Schertz Parkway, Building #1, or email [mharrison@schertz.com](mailto:mharrison@schertz.com). If you have any questions, please feel free to call Megan Harrison, Planner directly at (210) 619-1781.

Sincerely,

Megan Harrison  
Planner

## Reply Form

I am in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLPDD20220056**COMMENTS High Density Community → wrong time, wrong place  
overwhelm infrastructure, schools, etcNAME Dusty + Linda Cole SIGNATURE [Signature]  
(PLEASE PRINT)STREET ADDRESS 11931 Hollering Pass. Schertz TX 78154DATE 14 Sept 2022



## NOTICE OF PUBLIC HEARING

September 2, 2022

Dear Property Owner,

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

**PLPDD20220056** - A request to rezone approximately 15 acres of land from Pre-Development District (PRE) to Planned Development District (PDD), generally located approximately 2,200 feet southeast of the intersection of Lower Seguin Road and FM 1518, also known as Bexar County Property Identification Number 309997 and 309999, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to 1400 Schertz Parkway, Building #1, or email [mhamison@schertz.com](mailto:mhamison@schertz.com). If you have any questions, please feel free to call Megan Harrison, Planner directly at (210) 619-1781.

Sincerely,

Megan Harrison  
Planner

## Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLPDD20220056**

COMMENTS:

NAME: FRANCES MARTINEZ SIGNATURE:   
(PLEASE PRINT)STREET ADDRESS: 8406 CREEK POCKETDATE: 14 SEPT 22

## NOTICE OF PUBLIC HEARING

September 2, 2022

Dear Property Owner,

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

**PLPDD20220056** – A request to rezone approximately 15 acres of land from Pre-Development District (PRE) to Planned Development District (PDD), generally located approximately 2,200 feet southeast of the intersection of Lower Seguin Road and FM 1518, also known as Bexar County Property Identification Number 309997 and 309999, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to 1400 Schertz Parkway, Building #1, or email [mharrison@schertz.com](mailto:mharrison@schertz.com). If you have any questions, please feel free to call Megan Harrison, Planner directly at (210) 619-1781.

Sincerely,

Megan Harrison  
Planner

## Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLPDD20220056**COMMENTS: See belowNAME: Beth Schumacher SIGNATURE   
(PLEASE PRINT)STREET ADDRESS: 3142 Turquoise, Shertz  
TX 78154DATE: 9/14/2022

This change does not serve the neighboring communities, not the community who would be living in the planned development. I am strongly opposed to this.

Pugh, David L. & Jennifer



COMMUNITY  
SERVICE  
OPPORTUNITY

PLANNING & COMMUNITY  
DEVELOPMENT

NOTICE OF PUBLIC HEARING

September 2, 2022

Dear Property Owner,

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

**PLPDD20220056** – A request to rezone approximately 15 acres of land from Pre-Development District (PRE) to Planned Development District (PDD), generally located approximately 2,200 feet southeast of the intersection of Lower Seguin Road and FM 1518, also known as Bexar County Property Identification Number 309997 and 309999, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to 1400 Schertz Parkway, Building #1, or email [mharrison@schertz.com](mailto:mharrison@schertz.com). If you have any questions, please feel free to call Megan Harrison, Planner directly at (210) 619-1781.

Sincerely,

Megan Harrison  
Planner

Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for PLPDD20220056

COMMENTS: Too close to hwy and could effect home values

NAME: Jennifer Pugh SIGNATURE Jennifer Pugh  
(PLEASE PRINT)

STREET ADDRESS: 8914 Sage Stem Schertz, TX 78154

DATE: 7 Sep 2022

NOTICE OF PUBLIC HEARING

September 2, 2022

Dear Property Owner,

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

**PLPDD20220056** – A request to rezone approximately 15 acres of land from Pre-Development District (PRE) to Planned Development District (PDD), generally located approximately 2,200 feet southeast of the intersection of Lower Seguin Road and FM 1518, also known as Bexar County Property Identification Number 309997 and 309999, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to 1400 Schertz Parkway, Building #1, or email [mharrison@schertz.com](mailto:mharrison@schertz.com). If you have any questions, please feel free to call Megan Harrison, Planner directly at (210) 619-1781.

Sincerely,



Megan Harrison  
Planner

Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLPDD20220056**

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

NAME: Adrian A. Perez SIGNATURE   
(PLEASE PRINT)

STREET ADDRESS: 12015 Rockroot, Schertz TX 78154

DATE: 09/14/2022

## NOTICE OF PUBLIC HEARING

September 2, 2022

Dear Property Owner,

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

**PLPDD20220056** – A request to rezone approximately 15 acres of land from Pre-Development District (PRE) to Planned Development District (PDD), generally located approximately 2,200 feet southeast of the intersection of Lower Seguin Road and FM 1518, also known as Bexar County Property Identification Number 309997 and 309999, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. This form is used to calculate the percentage of landowners that support and oppose the request. You may return the reply form below prior to the first public hearing date by mail or personal delivery to 1400 Schertz Parkway, Building #1, or email [mhamison@schertz.com](mailto:mhamison@schertz.com). If you have any questions, please feel free to call Megan Harrison, Planner directly at (210) 619-1781.

Sincerely,

  
Megan Harrison  
Planner

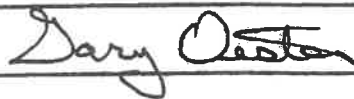
## Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLPDD20220056**

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

NAME: Gary Oester SR.  
(PLEASE PRINT)

SIGNATURE



STREET ADDRESS: 5900 Vine Leaf Schertz TX 78154

DATE: 9/9/22

NOTICE OF PUBLIC HEARING

September 2, 2022

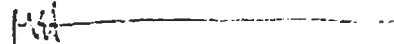
Dear Property Owner,

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

**PLPDD20220056** – A request to rezone approximately 15 acres of land from Pre-Development District (PRE) to Planned Development District (PDD), generally located approximately 2,200 feet southeast of the intersection of Lower Seguin Road and FM 1518, also known as Bexar County Property Identification Number 309997 and 309999, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to 1400 Schertz Parkway, Building #1, or email [mharrison@schertz.com](mailto:mharrison@schertz.com). If you have any questions, please feel free to call Megan Harrison, Planner directly at (210) 619-1781.

Sincerely,



Megan Harrison  
Planner

Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for PLPDD20220056

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

NAME: LEA DESTEN SIGNATURE Lea Desten  
(PLEASE PRINT)

STREET ADDRESS: 8900 VINE LEAF, SCHERTZ TX 78154

DATE: 9/9/22



**NOTICE OF PUBLIC HEARING**

September 2, 2022


Dear Property Owner,

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

**PLPDD20220056** – A request to rezone approximately 15 acres of land from Pre-Development District (PRE) to Planned Development District (PDD), generally located approximately 2,200 feet southeast of the intersection of Lower Seguin Road and FM 1518, also known as Bexar County Property Identification Number 309997 and 309999, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to 1400 Schertz Parkway, Building #4, or email [mharrison@schertz.com](mailto:mharrison@schertz.com). If you have any questions, please feel free to call Megan Harrison, Planner directly at (210) 619-1781.

Sincerely,

  
Megan Harrison  
Planner

**Reply Form**

I am: In favor of ☐ opposed to ☒ neutral to ☐ the request for PLPDD20220056

COMMENTS: Allows non-property owners to vote for laws that affect property taxes.

NAME: Derek Messer SIGNATURE:   
(PLEASE PRINT)

STREET ADDRESS: 11705 Hollersing Pass, Schertz TX, 78154

DATE: 9/12/2022



NOTICE OF PUBLIC HEARING

September 2, 2022

Dear Property Owner,

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

**PLPDD20220056** – A request to rezone approximately 15 acres of land from Pre-Development District (PRE) to Planned Development District (PDD), generally located approximately 2,200 feet southeast of the intersection of Lower Seguin Road and FM 1518, also known as Bexar County Property Identification Number 309997 and 309999, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to 1400 Schertz Parkway, Building #1, or email [mharrison@schertz.com](mailto:mharrison@schertz.com). If you have any questions, please feel free to call Megan Harrison, Planner directly at (210) 619-1781.

Sincerely,



Megan Harrison  
Planner

Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for PLPDD20220056

COMMENTS: Traffic is already hard exiting at Hollering Vine / 1578

NAME: Jackie DeStor SIGNATURE Jackie DeStor  
(PLEASE PRINT)

STREET ADDRESS: 8516 Vine post Schertz Tx 78154

DATE: 9/9/2022



COMMUNITY  
SERVICE  
OPPORTUNITY

PLANNING & COMMUNITY  
DEVELOPMENT

NOTICE OF PUBLIC HEARING

September 2, 2022

Dear Property Owner,

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

**PLPDD20220056** – A request to rezone approximately 15 acres of land from Pre-Development District (PRE) to Planned Development District (PDD), generally located approximately 2,200 feet southeast of the intersection of Lower Seguin Road and FM 1518, also known as Bexar County Property Identification Number 309997 and 309999, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to 1400 Schertz Parkway, Building #1, or email [mharrison@schertz.com](mailto:mharrison@schertz.com). If you have any questions, please feel free to call Megan Harrison, Planner directly at (210) 619-1781.

Sincerely,

Megan Harrison  
Planner

Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for PLPDD20220056

COMMENTS: Inadequate infrastructure (roads, lack of public transportation, schools, etc), violation of right to quiet

NAME: Nicole Oester  
(PLEASE PRINT)

SIGNATURE Nicole

STREET ADDRESS: 11705 Hollering Pass Schertz, TX 78154

DATE: 09/12/2022

enjoyment  
(lack of  
garages in  
complex)  
tenants who  
don't pay  
property tax  
directly so  
shouldn't have  
say in  
property tax  
related issues  
(as opposed to home owners)

## NOTICE OF PUBLIC HEARING

September 2, 2022


Dear Property Owner,

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

**PLPDD20220056** – A request to rezone approximately 15 acres of land from Pre-Development District (PRE) to Planned Development District (PDD), generally located approximately 2,200 feet southeast of the intersection of Lower Seguin Road and FM 1518, also known as Bexar County Property Identification Number 309997 and 309999, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to 1400 Schertz Parkway, Building #1, or email [mharrison@schertz.com](mailto:mharrison@schertz.com). If you have any questions, please feel free to call Megan Harrison, Planner directly at (210) 619-1781.

Sincerely,

  
Megan Harrison  
Planner

## Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for PLPDD20220056

COMMENTS: Does not support increase in traffic

NAME: Ronna & Eric Poole SIGNATURE [Signature]  
(PLEASE PRINT)

STREET ADDRESS: 12035 Vignette

DATE: 9-7-22



COMMUNITY  
SERVICE  
OPPORTUNITY

PLANNING & COMMUNITY  
DEVELOPMENT

NOTICE OF PUBLIC HEARING

September 2, 2022

Dear Property Owner,

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

**PLPDD20220056** – A request to rezone approximately 15 acres of land from Pre-Development District (PRE) to Planned Development District (PDD), generally located approximately 2,200 feet southeast of the intersection of Lower Seguin Road and FM 1518, also known as Bexar County Property Identification Number 309997 and 309999, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to 1400 Schertz Parkway, Building #1, or email [mharrison@schertz.com](mailto:mharrison@schertz.com). If you have any questions, please feel free to call Megan Harrison, Planner directly at (210) 619-1781.

Sincerely,

Megan Harrison  
Planner

Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLPDD20220056**

COMMENTS: This will impact value of houses for crossvine

NAME: Josh Imhoff SIGNATURE   
(PLEASE PRINT)

STREET ADDRESS: 9110 Cofed Leaf

DATE: 09-09-22

NOTICE OF PUBLIC HEARING

September 2, 2022


Dear Property Owner,

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

**PLPDD20220056** – A request to rezone approximately 15 acres of land from Pre-Development District (PRE) to Planned Development District (PDD), generally located approximately 2,200 feet southeast of the intersection of Lower Seguin Road and FM 1518, also known as Bexar County Property Identification Number 309997 and 309999, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to 1400 Schertz Parkway, Building #1, or email [mharrison@schertz.com](mailto:mharrison@schertz.com). If you have any questions, please feel free to call Megan Harrison, Planner directly at (210) 619-1781.

Sincerely,

  
Megan Harrison  
Planner

Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for PLPDD20220056

COMMENTS: See Attached

NAME: Lloyd Fairley SIGNATURE:   
(PLEASE PRINT)

STREET ADDRESS: 4085 Weil Rd Marion TX 78124

DATE: 9-13-2022



September 13, 2022

To: Planning and Zoning Commission of Schertz

From: Lloyd Fairley 12290 Lower Seguin Rd

RE: PLPDD20220056

I have owned and operated the property at 12290 Lower Seguin for over 20 years as a high-quality horse hay producing farm. My property borders the East side of the properties that are in consideration of a zoning change.

I responded to this survey in January of this year with a favorable vote of this rezoning. I have since changed my position to **not** be in favor of this zoning change.

I do not believe that transitioning a small portion of the area into Planned Development District is appropriate for the surrounding properties. Development almost always relates to an increase in activity and usage that impacts other neighboring properties with noise, runoff, garbage, and privacy.

Plats seldom take into consideration how the project will interact with the surrounding property uses unless the city already has policy in place that requires the developer to include solutions.

It has been my experience and observation that the city of Schertz does not look out for the indigenous property owners, especially with respect to runoff and drainage, property setbacks, and barriers for noise and garbage. These are all major concerns for me and my crop.

Garbage blowing in from neighboring properties will contaminate the hay crop and even a small piece of plastic or balloon can kill livestock from ingestion.

Drainage seems to be an assumed right-of-way that always puts the farmer at a disadvantage to development. In a recent case, drainage from a new subdivision is expected to go through my dad's property based on some inadequate information used by engineers. In reality the drainage has not passed through that area for over 20 years. Unplanned drainage routing damages crops and jeopardizes harvesting.

Drainage retention design is not good enough for areas with flat topography and requires a thorough design from source to waterway extending through all affected properties.

Drainage in this area of the city is a development constraint identified by the Schertz Sector Plan of 2013. (See Attached)

Runoff is another big concern that I have for future development around my property. Runoff from developed properties, especially residential complexes will contain a variety of chemicals that will contaminate or destroy my hay crop. Parking lot and dumpster effluent are always big sources for toxic runoff. Pesticides used in landscaping and pest control are hazardous to the crop and potentially deadly to the livestock that consume my product.

For example: Atrazine is a chemical used for residential and commercial landscaping without restriction. A small plot of grass at an apartment complex will typically have as much as 400% more Atrazine applied than what I am allowed to use by the state on 40 acres! In addition, Atrazine has not been used on our farms for the last 18 years due to its proven developmental and reproductive toxicity. For this reason, countries all over the world have banned Atrazine.

90% of the hay grown on my property is consumed by horses and it is a fact that horses exposed to trace amounts of Atrazine have miscarriages.

I would like to see that Schertz require audits of sewer and runoff effluents in accordance with TCEQ standards.

I do not support this zoning change primarily on the basis that Schertz is not prepared to transition these properties into a Planned Development District and conserve the agricultural and property rights of the surrounding residents. More Planning is needed.

Respectfully,

Lloyd Fairley

Planning and Zoning Chairman for Santa Clara TX



## Attachment

### **B. Constraints**

The constraints for South Schertz are derived from its relative development infancy compared to the other areas of Schertz. Without a history of development, South Schertz has a significant lack of infrastructure including sewer, water and streets. It also is constrained by the relatively flat topography that could lead to flooding of property including limiting transportation access at low water crossings during flood events. These constraints will be alleviated and addressed to some degree through capital improvements as development occurs. South Schertz's current lack of connectivity with the rest of the city is a constraint that will need to be addressed at a city-wide and regional scale. Currently, FM 78 railroad tracks and Cibolo Creek are all major barriers to much needed connectivity between South Schertz and the rest of Schertz. FM 1518 is the only current accessible route into South Schertz, and better connectivity across the above barriers can only happen at a significant cost.

## Megan Harrison

---

**From:** Emily Lawson  
**Sent:** Wednesday, September 14, 2022 4:41 PM  
**To:** Megan Harrison  
**Subject:** 1518 apartments

Hello,

I am a resident of The Crossvine neighborhood and wanted my voice to be heard in regards to the proposed apartments being discussed in tonight's meeting.

Myself and my family vehemently OPPOSE these apartments for many reasons, but will name a few:

- The road cannot handle existing traffic and the project to widen it has not even started.
- 18 wheelers are often getting stuck in the ditch at the lower seguin intersection (it just happened on September 12), which causes school traffic to be a nightmare (there are three schools on 1518 and very few traffic lights, which already creates massive traffic problems), adding high density housing will only add to this problem.
- apartments are already planned for in the crossvine, why is another complex needed?
- low income apartments are incredibly stupid in this part of schertz where there is NOTHING within walking distance (i.e. grocery stores, public transportation, doctors, etc).
- the city needs more single family properties - where residents are paying property taxes, not more corporations getting tax breaks to build hud apartments that will be dilapidated in 5 years.

I hope you consider my input, these apartments are a terrible idea. Re-zoning is a terrible idea, and the change in land use was a terrible idea. This property should be sold as-is, without changing anything.

Thank you,  
Whaley & Emily Lawson  
11812 field bend

Sent from my iPad

## **Megan Harrison**

---

**From:** April Johnson  
**Sent:** Wednesday, September 14, 2022 4:33 PM  
**To:** Megan Harrison  
**Subject:** 9/14 Council Meeting

Hello,

I am writing in regards to the proposal of low income apartments being built across from The Crossive and the meeting tonight. Unfortunately I am unable to attend to voice my concerns but as a resident I wanted to make it clear that I am opposed to this and I do hope the council takes into consideration that many other residents in our community are also opposed.

Thank you,  
April Johnson  
12041 Garden Shoot  
Schertz, TX 78154

## **Megan Harrison**

---

**From:** Clirissa  
**Sent:** Wednesday, September 14, 2022 4:35 PM  
**To:** Megan Harrison  
**Subject:** Planning Request PLPDD20220056

Good Evening Megan,

I am Clirissa Hughes, a new homeowner in The Crossvine community and unable to make the meeting tonight. I did not receive a notice in the mail but the information was provided to the community. I would like to say that I am opposed to the proposed apartments being built on 1518. I literally would be able to see them out my back window and I feel there is another location that should be considered for this plan. My address is 8920 Vine Leaf. Thank you for your time and have a good evening.

## **Megan Harrison**

---

**From:** daniel garner  
**Sent:** Monday, September 12, 2022 8:33 AM  
**To:** Megan Harrison  
**Subject:** Re: Lower seguin

12020 Garden Shoot, Schertz, TX 78154. Thank you.

On Mon, Sep 12, 2022, 8:31 AM Megan Harrison <[MHarrison@schertz.com](mailto:MHarrison@schertz.com)> wrote:

Mr. Garner,

Please keep this email as confirmation that I have received your email. Could you please provide your address for the record?

Thank you,

**Megan Harrison**

**Planner**

City of Schertz

1400 Schertz Parkway

Schertz, TX 78154

Office: 210-619-1781

[Schertz.com](http://Schertz.com)

**From:** daniel garner  
**Sent:** Saturday, September 10, 2022 4:19 PM  
**To:** Megan Harrison <[MHarrison@schertz.com](mailto:MHarrison@schertz.com)>  
**Subject:** Lower seguin

Please fix the road and make it wider. The road as it can not handle the traffic as is let alone if we plan to attract business or ad apartments. Apartments to me make no sense in this location. Apartments are normally near highly dense areas close to food and services. Another key factor for fixing the road is it location next to a military institution. The amount of large vehicles going in and out and the blind turn from the base has caused more accidents than I could count. It could potentially cause a back up in the need of an emergency where military needs to quickly enter or exit the base. Thank you for your time. Have a great day.

## **Megan Harrison**

---

**From:** Jennifer Cooper  
**Sent:** Wednesday, September 14, 2022 2:13 PM  
**To:** Megan Harrison  
**Subject:** Crossvine Resident- 1518 Housing Project

Good afternoon. We are emailing you in regards to our concerns of the possibility of low income housing apartments being built across our Subdivision. We are submitting are opposition in writing of the proposed housing.

Our first concern is the crime that we all know what comes with low income housing and this alone is a huge concern of our safety. The safety of my family and neighbors.

The second concern is traffic,. Our roads are not equipped to handle the amount of traffic this would bring to our area. In the event of an emergency, we would all be stuck with no where to evacuate to.

We are all in favor for commercial retail/shops that would greatly benefit the convenience and need that this will bring to our community.

Why would low income housing be considered for a remote area like ours? They is no transportation offered out here, minimal opportunities for employment, no access to immediate needs for commodities i.e..grocery stores, gas stations etc.

We strongly believe that this development would not benefit anyone and strongly opposed!

Thank you for your time,

Chris and Jennifer Cooper  
Crossvine Resident

Sent from my T-Mobile 5G Device



## **Megan Harrison**

---

**From:** Todd Welch  
**Sent:** Wednesday, September 14, 2022 12:26 PM  
**To:** Megan Harrison  
**Subject:** PLPDD20220056 opposed

Good afternoon. I appreciate you answering questions this morning. We wanted to put in writing ,via email, our opposition to the proposition as well as some of our concerns for the Commission to consider. We are concerned with many aspects of the land across 1518 being used for an apartment complex. The first concern is the amount of traffic on 1518. It isn't only the delay in getting to places, but if there were an emergency that required citizens to evacuate we could easily be locked in place. The second concern is safety. We do not have a police station close by. In researching what happens in areas with affordable housing, crime does increase. We have had a recent increase in crime in our neighborhood as it is. Why would an affordable housing complex be put out this way when there are minimal opportunities for employment and/or places to have immediate needs (i.e. grocery stores) met in this immediate area. The property values in this neighborhood are high. The safety of this neighborhood was one of the main things that attracted us to building our home. What will these apartments do to the value of our home and the crime rate? It doesn't feel like the concerns of this community have been heard at all. We can't be there tonight to voice our concerns or I would be. We don't think this development is good for our community at all and are highly opposed! I also know many neighbors who feel this way.

Sincerely,  
Todd & Stephanie Welch

Crossvine Resident  
8520 Vinepost

## Megan Harrison

---

**From:** Josh  
**Sent:** Friday, September 9, 2022 4:41 PM  
**To:** Megan Harrison  
**Subject:** Opposing PLPDD20220056

Hello Megan,

I am responding to the notice of public hearing for PLPDD20220056 – the request to rezone approximately 15 acres of land from Pre-Development District (PRE) to Planned Development District (PDD) Generally located approximately 2,200 feet southeast of the intersection of Lower Seguin Road and FM 1518, also known as Bexar County Property Identification Number 309997 and 309999, City of Schertz, Bexar County, Texas.

**I am opposed to the request of PLPDD20220056.**

When the property was rezoned for mixed use in early 2021 we were informed the intention of the rezoning was for The NRP Group to construct an apartment complex across the street from our community. I do not believe that a 300 unit apartment complex in the area identified will be a positive addition to our community. My main concerns are the impact to my property value, increased traffic congestion, light pollution, and additional noise from increased traffic and goings on at the apartment complex.

We already intend on moving away from Crossvine when new home finishes in Garden Ridge due to wanting more land but the expansion coming to this area was another reason. Although certainly would want to avoid a major decrease in value when its time to sell our house. If a apartment building goes in across the street, I think you'll see mass exodus of people wanting to leave here to where there is somewhere quieter like this area use to be, or the value will have to drop because it just won't be worth the headache of being so close to Garden homes, crossvines apartments, and this other monster apartment complex across the street.

I hope this isnt passed for the sake of value of our home before moving and for the folks that consider Crossvine their forever home.

Thanks,

Josh

## Megan Harrison

---

**From:** THOMAS ECKHOFF  
**Sent:** Tuesday, September 13, 2022 9:21 AM  
**To:** Megan Harrison  
**Subject:** PLPDD20220056

Planning and Zoning Commission, We opposed this rezoning just like last time you sent this out. We move out here for peace and quite now you are hiding 1518 and wants to add even more to our backyard. Thanks for your time

The Eckhoff  
12014 Rockroot

Imholte, Nancy & Joshua

**Megan Harrison**

---

**From:** Nancy Imholte  
**Sent:** Thursday, September 8, 2022 9:39 PM  
**To:** Megan Harrison  
**Subject:** PLPDD20220056

Ms. Harrison,

I am responding to the notice of public hearing for PLPDD20220056 – the request to rezone approximately 15 acres of land from Pre-Development District (PRE) to Planned Development District (PDD) Generally located approximately 2,200 feet southeast of the intersection of Lower Seguin Road and FM 1518, also known as Bexar County Property Identification Number 309997 and 309999, City of Schertz, Bexar County, Texas.

**I am opposed to the request of PLPDD20220056.**

When the property was rezoned for mixed use in early 2021 we were informed the intention of the rezoning was for The NRP Group to construct an apartment complex across the street from our community. I do not believe that a 300 unit apartment complex in the area identified will be a positive addition to our community. My main concerns are the impact to my property value, increased traffic congestion, light pollution, and additional noise from increased traffic and goings on at the apartment complex.

My house is located across from where the secondary exit from the apartment complex is drawn. People who move this far of 1604 typically are not wanting to look at an apartment complex from their back yard. This will directly impact the aesthetic and value of my home because it is so close to the apartments.

Cross traffic to get on to 1518 in the morning from the Crossvine Community is already overcrowded and prone to backups. Even with the road upgrades to convert 1518 to a divided highway there will still be traffic delays trying to exit or enter the Crossvine or the apartment complex. The Crossvine Community is still adding houses and another subdivision is being added up 1518 toward 10, therefore I believe the infrastructure will struggle to support the intended growth.

The lighting for safety reasons around the apartment complex will also diminish the tranquility of our neighborhood. The path and street lights in the Crossvine are very sparse and it adds to the country feel and calm of our neighborhood. If the complex is built I would hope they would have dark sky limitations as well.

We already have increased traffic; the road noise from an additional 300 units across the street will be constant. Also there is inherently more noise from an apartment complex with the increased number in a smaller space.

There was a lot of opposition on the community FaceBook page which I believe Jill Whitaker tried to address when the property was merely being rezoned. I would prefer another subdivision go in across the street before an apartment complex. This mainly being because I know the people in my neighborhood treat their properties as homes. Apartments are often temporary stops and easily given up for lower rent or a shorter commute, so the way you care for those places that you have no sense of permanency for or ownership of is very different. **If this was your property, your neighborhood, would you want this to be constructed across from your home?**

It is my sincere hope that this does not pass and another use for the property is determined.

Sincerely,

Nancy Imholte

CORTEZ, JUAN M II

Megan Harrison

---

**From:** Johnny Cortez  
**Sent:** Friday, September 9, 2022 10:23 AM  
**To:** Megan Harrison  
**Subject:** PLPDD20220056

Good morning,

My name is Juan Cortez and I am a resident of the cross one community. I wanted to reach out to you this morning to express my opposition to rezoning Property Identification Number 309997 and 309999, City of Schertz, Bexar County, Texas. Please let me know if anything else is needed for my vote to be taken into consideration. Thanks

Johnny Cortez

## Megan Harrison

---

**From:** Christi  
**Sent:** Wednesday, September 14, 2022 5:50 PM  
**To:** Megan Harrison  
**Subject:** PPD on 1518

I am currently living on the property at 9240 E FM 1518. This proposed development will directly, and negatively affect me and my family. We oppose. I'm worried for my children's safety. How will child predators be screened and prevented from living a whopping 200' from my small children? The Dahls have never liked us, ever. It's been bad blood since they moved in. They had issues with my in laws who no longer live here. I feel like this is a personal attack on my family. And I'm sure that's exactly what it is because no true "rancher" would sell land to build 300 apartments. 1518 is already a nightmare with high speed passing and traffic. There is no need to add 300 more cars on this road. We already have garden homes going across the street by Crossvine and more apartments going by Woman Hollering. We're killing this small town that most of us have lived our entire life. It's sad that the country roads are turning into subdivisions. We fully oppose this proposal. We cannot make it to the meeting due to work so hopefully this falls in the right hands at the right time.

Thank you

Sent from the all new AOL app for Android

## Megan Harrison

---

**From:** Carla Hall  
**Sent:** Wednesday, September 14, 2022 5:06 PM  
**To:** Megan Harrison  
**Subject:** Proposed apartments in Crossvine neighborhood

Good evening,

My name is Carla Hall and I live in the Crossvine/Sedona community. I just recently heard about the proposed apartments that are to be voted on and wanted to express my concern at the lack of infrastructure in place to handle 100s more families. Especially at the light of Lower Seguin and 1518.

This intersection already has massive back-ups due to no designated turn lanes, semi-trucks that get wedged into the ditch trying to get to I-10 and massive pot holes that constantly need to be filled in.

Just recently, on a school day, it took my family and I 5 light rotations to get through the intersection. Even if every apartment had only 1 vehicle, that is 100s of additional vehicles going through the intersection on a daily basis, at peak times. This concern is valid for the patio homes that are already planned and going under contract in the same area.

Please consider this before voting to approve. If after 1518 can get widened, and Lower Seguin fixed with proper lanes to accommodate semi-trucks, then it might be an appropriate place and time for additional housing.

Thank you kindly,

Carla Hall

my Verizon, Samsung Galaxy smartphone  
Get [Outlook for Android](#)



## **Megan Harrison**

---

**From:** Amy Watson  
**Sent:** Wednesday, September 14, 2022 5:07 PM  
**To:** Megan Harrison  
**Subject:** 9/14 Public Hearing - Resident Form

Hi Megan,

My family lives at 8740 Stackstone, located in the Crossvine neighborhood. We are unable to attend tonight's public hearing regarding item #PLPDD20220056. Please find our completed form opposing this request below.

Thank you so much,  
Amy Watson  
8740 Stackstone

## Megan Harrison

---

**From:** The Vicians  
**Sent:** Wednesday, September 14, 2022 4:59 PM  
**To:** planning@schertz.com; Megan Harrison  
**Subject:** PLPDD20220056 comment -- opposed

We are opposed to the proposed apartment project as it will bring congestion to the area and add multi-family units under the flight path from Randolph.

Todd and Susan Vician  
8926 Green Grant  
Schertz, TX 78154

Sent from [Mail](#) for Windows

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** **October 11, 2022**  
**Department:** **City Secretary**  
**Subject:** **November 8, 2022, Notice of Election - Bexar, Comal and Guadalupe Counties Early Voting and Election Day Vote Center Information. (B. Dennis/Mayor-Council)**

---

**BACKGROUND**

Attached is the Notice of General and Special Election for November 8, 2022. Also included is the information regarding Early Voting Locations, dates and times and Election Day Vote Center Information for Bexar, Comal and Guadalupe Counties. Please note that these are subject to change.

---

**Attachments**

Notice of election

---

NOTICE OF GENERAL AND SPECIAL ELECTION

To the registered voters of the City of Schertz: Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., November 8, 2022, for voting in the general election to elect Councilmembers for Place 1, Place 2 and for Mayor.

Locations of Early Voting Polling Places: Early voting by personal appearance will be conducted as listed below:

Applications for ballot by mail shall be mailed to: Comal County Early Voting Clerk, Bobbie Koepp, 396 N. Seguin Ave., New Braunfels, Texas 78130; Guadalupe County Early Voting Clerk, Lisa Hayes, P.O. Box 1346, Seguin, Texas 78156-1346; Bexar County Early Voting Clerk, Jacque Callanen, 1103 S. Frio, Ste. 100, San Antonio, Texas 78207-9950. Applications for ballots by mail must be received no later than the close of business on Friday, October 28, 2022.

AVISO DE ELECCIÓN GENERAL Y ESPECIAL

A los votantes registrados de la Ciudad de Schertz: Se hace saber que las casillas electorales citadas abajo se abrirán desde las 7:00 am a 7:00 pm 8 de noviembre de 2022, para votar en las elecciones generales para elegir a los concejales para el lugar 1, Lugar 2 y para Alcalde.

Direcciones de las Casillas Electorales: La votación Temprama por comparecencia personal se llevará a cabo como se detalla a continuación:

La aplicación para votar en ausencia por correo deberán enviarse a: Secretaria de Votación Adelantada para el Condado de Comal, Bobie Koepp, 396 N. Seguin Ave., New Braunfels, Texas 78130; Secretaria de Votación Adelanta para el Condado de Guadalupe, Lisa Hayes, P.O. Box 1346, Seguin, Texas 78156-1346; Secretaria de Votación Adelanta para el Condado de Bexar, Jacque Callanen, 1103 S. Frio, Ste. 100, San Antonio, Texas 78207-9950. Las solicitudes para votar por correo deben de recibirse antes del cierrre de operaciones de horas de negocio el dia Viernes 28 de Octubre 2022

EARLY VOTING LOCATIONS  
(SITIOS DE VOTACIÓN ANTICIPADA)  
COMAL COUNTY, TEXAS  
(EL CONDADO DE COMAL, TEXAS)  
NOVEMBER 8, 2022 GENERAL ELECTION  
(8 DE NOVIEMBRE DE 2022 ELECCIÓN GENERAL)

Location, Dates, and Hours of Main Early Voting Polling Location  
(Lugar, Fechas y Horas de los Centros Principales de Votación para la Votación Anticipada)

<b>**MAIN LOCATION:</b> (los Centros Principales)	<b>Comal County Elections Office</b> <b>396 N. Seguin Ave., New Braunfels, Texas 78130</b>
<b>DATES and HOURS:</b> (Fechas y Horas)	<b>October 24 - 28, 2022 – 8 a.m. - 5 p.m.</b> (24-28 de octubre de 2022 – 8 a.m. - 5 p.m.) <b>October 29, 2022 – 7 a.m. - 7 p.m.</b> (29 de octubre de 2022 – 7 a.m. - 7 p.m.) <b>October 30, 2022 – 12 p.m. - 6 p.m.</b> (30 de octubre de 2022 – 12 p.m. - 6 p.m.) <b>October 31, 2022 – 7 a.m. - 7 p.m.</b> (31 de octubre de 2022 – 7 a.m. - 7 p.m.) <b>November 1 – 4, 2022 – 7 a.m. - 7 p.m.</b> (1-4 de noviembre de 2022 – 7 a.m. - 7 p.m.)

**\*\*Emergency and Limited ballots available at this location only.** (Boletas limitadas y de emergencia solamente están disponibles en esta caseta.)

Location, Dates, and Hours of Temporary Branch Early Voting Polling Locations  
(Lugar, Fechas y Horas de las Sucursales de los Centros Temporal de Votación para la Votación Anticipada)

<b>Mammen Family Public Library, Room A</b> <b>131 Bulverde Crossing, Bulverde, Texas 78163</b>	<b>Comal County Offices, Bulverde Annex</b> <b>JP #2 Courtroom</b> <b>30470 Cougar Bend, Bulverde, Texas 78163</b>
<b>Comal County Offices, Goodwin Annex</b> <b>Training Room</b> <b>1297 Church Hill Drive, New Braunfels, Texas 78130</b>	<b>St Francis by the Lake Episcopal Church</b> <b>Large Room</b> <b>121 Spring Mountain Dr., Canyon Lake, Texas 78133</b>
<b>DATES and HOURS:</b> (Fechas y Horas)	<b>October 24 - 28, 2022 –8 a.m. - 5 p.m.</b> (24-28 de octubre de 2022 – 8 a.m. - 5 p.m.) <b>October 29, 2022 – 7 a.m. - 7 p.m.</b> (29 de octubre de 2022 – 7 a.m. - 7 p.m.) <b>October 30, 2022 – 12 p.m. - 6 p.m.</b> (30 de octubre de 2022 – 12 p.m. - 6 p.m.) <b>October 31, 2022 – 7 a.m. - 7 p.m.</b> (31 de octubre de 2022 – 7 a.m. - 7 p.m.) <b>November 1 – 4, 2022 – 7 a.m. - 7 p.m.</b> (1-4 de noviembre de 2022 – 7 a.m. - 7 p.m.)

Garden Ridge City Hall, Municipal Court Room  
9400 Municipal Parkway, Garden Ridge, Texas 78266

**DATES and HOURS:**      **October 24 - 26, 2022 –8 a.m. - 5 p.m.**

(Fechas y Horas) (24-26 de octubre de 2022 – 8 a.m. - 5 p.m.)  
**October 27, 2022 – 8 a.m. - 3 p.m.**  
(27 de octubre de 2022 – 8 a.m. – 3 p.m.)  
**October 28, 2022 – 8 a.m. – 5 p.m.**  
(28 de octubre de 2022 – 8 a.m. – 5 p.m.)  
**October 29, 2022 – 7 a.m. - 7 p.m.**  
(29 de octubre de 2022 – 7 a.m. - 7 p.m.)  
**October 30, 2022 – 12 p.m. - 6 p.m.**  
(30 de octubre de 2022 – 12 p.m. - 6 p.m.)  
**October 31, 2022 – 7 a.m. - 7 p.m.**  
(31 de octubre de 2022 – 7 a.m. - 7 p.m.)  
**November 1, 3, and 4, 2022 – 7 a.m. - 7 p.m.**  
(1, 3, y 4 de noviembre de 2022 – 7 a.m. – 7 p.m.)  
**November 2, 2022 – 7 a.m. – 3 p.m.**  
(2 de noviembre de 2022 – 7 a.m. – 3 p.m.)

**Applications for Ballot by Mail shall be mailed to:** (Las solicitudes para boletas que se votaran adelantada por correo deberan enviarse a) Bobbie Koepp, Early Voting Clerk, 396 N. Seguin Ave., New Braunfels, Texas 78130.

**Applications for Ballots by Mail must be received no later than the close of business on October 28, 2022.** (Las solicitudes para boletas que se votaran adelantada por correo deberan recibirse para el fin de las horas de negocio el 28 de octubre, 2022).

**SUBJECT TO CHANGE**

\*\*\*\*\*

**GUADALUPE COUNTY**  
(Guadalupe y Condado de Comal)  
**NOVEMBER 8, 2022**  
**(8 DE NOVIEMBRE, 2022)**

**GENERAL AND SPECIAL ELECTIONS**  
**(ELECCION GENERALES Y ESPECIALES)**

**Early Voting Dates and Hours**  
**( Fechas y Horarios de Votación Anticipada)**

**Monday, October 24<sup>th</sup> through Friday, October 28<sup>th</sup>, 2022.....8:00 a.m. to 5:00 p.m.**  
*Lunes, 24 de Octubre hasta el Viernes, 28 de Octubre de 2022.....8:00 de la mañana a las 5:00 de la tarde*  
**Saturday, October 29<sup>rd</sup>, 2022.....7:00 a.m. to 7:00 p.m.**  
*Sabado, 29 de Octubre de 2022.....7:00 de la mañana a las 7:00 de la tarde*  
**Sunday, October 30<sup>th</sup>, 2022.....12:00 p.m. to 6:00 p.m.**  
*Domingo, 30 de Octubre de 2022.....12:00 de la tarde a las 6:00 de la tarde*  
**Monday, October 31<sup>st</sup> through Friday, November 4<sup>th</sup>, 2022.....7:00 a.m. to 7:00 p.m.**  
*Lunes, 31 de Octubre de 2022 hasta el Viernes, 4 de Noviembre de 2022.....7:00 de la mañana a las 7:00 de la tarde*

**Main Early Voting Polling Location**  
**(Lugar Principal de Votación Anticipada)**  
**SEGUIN ELECTIONS OFFICE**  
215 S. Milam St., Seguin, TX 78155  
830-303-6363

Emergency and Limited ballots available only at the main location. (Boletas limitadas y de emergencia solamente están disponibles en este lugar.)

**Locations of Branch Early Voting Polling Locations**  
**(Lugar de las Sucursales de Votación para la Votación Anticipada)**

<b>CIBOLO FIRE STATION #2</b>	3864 Cibolo Valley Dr., Cibolo, TX 78108
<b>CENTRAL TEXAS TECHNOLOGY CENTER</b>	2189 FM 758,New Braunfels, TX 78130
<b>REDEMPTIVE GRACE MINISTRIES</b>	2240 FM 725,New Braunfels, TX 78130
<b>NEW BERLIN CITY HALL</b>	9180 FM 775, New Berlin, TX
<b>SCHERTZ ELECTIONS OFFICE ANNEX</b>	1101 Elbel Road, Schertz, TX 78154
<b>SEGUIN ISD ADMIN BLDG</b>	1221 E. Kingsbury, Seguin, TX 78155

**Applications for Ballot by Mail shall be mailed to:** *(Las solicitudes para boletas que se votaran adelantada por correo deberan enviarse a:)* Lisa Hayes, Early Voting Clerk, 215 S. Milam St, Seguin, Texas 78155 or P. O. Box 1346, Seguin, TX 78156-1346. [earlyvotingclerk@co.guadalupe.tx.us](mailto:earlyvotingclerk@co.guadalupe.tx.us)  
**Applications for Ballots by Mail must be received no later than the close of business on October 28, 2022.** *(Las solicitudes para boletas que se votaran adelantada por correo deberan recibirse para el fin de las horas de negocio el 28 de Octubre 2022.*

**Early voting locations for Bexar County:**

*(Lugares de votación temprana para el Condado de Bexar:)*  
**JOINT GENERAL, SPECIAL, CHARTER AND BOND ELECTION  
ELECCION GENERAL, ESPECIAL, CARTA Y BONOS CONJUNTO  
NOVEMBER 8, 2022  
8 de noviembre de 2022**

**THE HOURS OF EARLY VOTING WILL BE: (LAS HORAS Y FECHAS DE VOTACIÓN ADELANTADA SERAN:)**

Monday, October 24 thru Friday, October 28, 2022.....8:00 a.m. to 6:00 p.m.  
Lunes 24 de octubre de 2022 hasta viernes 28 de octubre de 2022.....8:00 a.m. a 6:00 p.m.  
Saturday, October 29, 2022.....8:00 a.m. to 8:00 p.m.  
Sábado 29 de octubre de 2022.....8:00 a.m. a 8:00 p.m.  
Sunday, October 30, 2022.....12:00 noon to 6:00 p.m.  
Domingo 30 de octubre de 2022.....12:00 noon to 6:00 p.m.  
Monday, October 31 thru Friday, November 4, 2022 .....8:00 a.m. to 8:00 p.m.  
Lunes 31 de octubre de 2022 hasta viernes 4 de noviembre de 2022.....8:00 a.m. a 8:00 p.m.

**October 24, 2022 – November 4, 2022**

SUN	MON	TUES	WED	THURS	FRI	SAT
23	24 *****	25 *****	26 *****	27 *****	28 *****	29 *****
30 *****	31 *****	1 *****	2 *****	3 *****	4 *****	5
6	7	8  Election Day				

Legend: \*\*\*\*\* Indicates dates open for early voting

**Main Early Voting Location: (Localidad Principal de Votación Adelantada:)**

**BEXAR COUNTY ELECTIONS DEPARTMENT.....1103 S. Frio**  
**DEAF LINK available for the hearing impaired**

**In addition to the main early polling place, early voting will be conducted at the following locations: (Ademas de la localidad principal, votacion adelantada se llevara a cabo en las siguiente localidades:)**

**BEXAR COUNTY JUSTICE CENTER...(Basement).....300 Dolorosa**  
**(Sotano)**

**\*\*\*Bexar County Justice Center closes at 6:00 p.m. Also closed Saturday and Sunday**

**BROOKHOLLOW BRANCH LIBRARY.....530 Heimer Road**

CASTLE HILLS CITY HALL... (Community Room).....	209 Lemonwood Dr
CHRISTIAN FAMILY BAPTIST CHURCH.....	1589 Grosenbacher
CLAUDE BLACK CENTER.....	2805 East Commerce
CODY BRANCH LIBRARY.....	11441 Vance Jackson
OLD CONVERSE CITY HALL.....	407 S. Seguin Rd
COPERNICUS COMMUNITY CENTER.....	5003 Lord Rd
CORTEZ BRANCH LIBRARY.....	2803 Hunter Blvd
EAST CENTRAL ISD (Boardroom).....	6634 New Sulphur Springs Rd.
ELMENDORF CITY HALL.....	8304 FM 327
ENCINO BRANCH LIBRARY.....	2515 East Evans Rd
FRANK GARRETT MULTI SVC CTR.....	1226 N.W. 18 <sup>TH</sup> St
GREAT NORTHWEST BRANCH LIBRARY.....	9050 Wellwood
GUERRA BRANCH LIBRARY.....	7978 W. Military Drive
HELOTES CITY HALL .....	12951 Bandera Rd
IGO BRANCH LIBRARY.....	13330 Kyle Seale Parkway
JOHNSTON BRANCH LIBRARY.....	6307 Sun Valley Drive
KIRBY CITY HALL.....	112 Bauman
LAS PALMAS BRANCH LIBRARY.....	515 Castroville Rd
LEON VALLEY CONFERENCE CENTER.....	6421 Evers Rd
LION’S FIELD.....	2809 Broadway
MAVERICK BRANCH LIBRARY.....	8700 Mystic Park
MCCRELESS BRANCH LIBRARY.....	1023 Ada Street
MISSION BRANCH LIBRARY.....	3134 Roosevelt Ave
NORTHSIDE ACTIVITY CENTER.....	7001 Culebra
NORTHWEST VISTA COLLEGE... (Pecan Hall, Rm 101).....	3535 N. Ellison Dr
OLMOS PARK CITY HALL.....	120 El Prado W.
OUR LADY OF THE LAKE UNIVERSITY..(Library).....	411 S.W. 24th St.
PALO ALTO COLLEGE...(Ozuna Library, Rm 102).....	1400 W. Villaret Blvd
PARMAN BRANCH LIBRARY@Stone Oak.....	20735 Wilderness Oak
PRECINCT 1 SATELLITE OFFICE.....	3505 Pleasanton
PRECINCT 3 SATELLITE OFFICE.....	320 Interpark Blvd.
SAN ANTONIO COLLEGE (Victory Center).....	1819 N. Main Ave
SCHAEFER BRANCH LIBRARY.....	6322 US Hwy 87 E
SEMMES BRANCH LIBRARY @ Comanche Lookout Park.....	15060 Judson Rd
SHAVANO PARK CITY HALL... (Lobby).....	900 Saddletree Ct
SOMERSET CITY HALL.....	7360 E 6 <sup>th</sup> St. Somerset
SOUTHSIDE ISD ADMIN BLDG .....	1460 Martinez-Losoya Rd
ST. PAUL COMMUNITY CTR.....	1201 Donaldson Ave
ST. MARY’S UNIVERSITY.....	1 Camino Santa Maria
TEXAS A&M UNIVERSITY...(Mays Ctr.).....	One University Way
THOUSAND OAKS BRANCH LIBRARY.....	4618 Thousand Oaks Dr
TOBIN BRANCH LIBRARY @OAKWELL.....	4134 Harry Wurzbach
UNIVERSAL CITY LIBRARY.....	100 Northview Dr
UTSA... (Bexar Room).....	1 UTSA Circle
VAN RAUB ELEMENTARY (Rock House).....	8776 Dietz Elkhorn
WINDCREST TAKAS PARK CIVIC CENTER.....	9310 Jim Seal Dr
WONDERLAND MALL OF THE AMERICAS @ CROSSROADS (Lower Level, A-17).....	4522 Fredericksburg Rd
WOODLAWN POINTE CENTER FOR COMMUNITY.....	702 Donaldson Ave

subject to change  
*(sujeto a cambio)*

Last day to receive an application to vote by mail is October 26, 2022.  
 For more information contact the office of the Bexar County Elections Administrator, Jacquelyn F. Callanen, at (210) 335-VOTE (8683)  
 (Para mas informacion comuniquese con oficina del Condado de Bexar Administrador de Elecciones, Jacquelyn F. Callanen, al telefono (210) 335-VOTE (8683))

---

COMAL COUNTY  
GENERAL/SPECIAL ELECTIONS  
NOVEMBER 8, 2022 GENERAL ELECTION DAY POLLING LOCATIONS  
(8 DE NOVIEMBRE DE 2022 LUGARES DE VOTACION EL DIA DE LAS ELECCIONES PRIMARIAS)  
7 AM TO 7 P.M.

PCT	POLLING LOCATION (UBICACIÓN DE VOTACIÓN)	ADDRESS (DIRECCIÓN)
VC #1	Comal County Senior Citizens Center	710 Landa, New Braunfels 78130
VC #2	Mammen Family Public Library, Meeting Room A	131 Bulverde Crossing, Bulverde, Tx 78163
VC #3	Freedom Fellowship Church, Foyer	410 Oak Run Point, New Braunfels, Tx 78130
VC #4	Tye Preston Memorial Library	16311 South Access Rd., Canyon Lake, Tx 78133
VC #5	Canyon Springs Resort Clubhouse	691 Canyon Springs Dr., Canyon Lake, Tx 78133
VC #6	Emergency Services District No. 4 Fire Station No. 4	215 Rebecca Creek Road, Canyon Lake, TX 78133
VC #7	Vintage Oaks Amenity Center	1250 Via Principale, New Braunfels, Tx 78132
VC #8	Lakeside Golf Club	405 Watts Lane, Canyon Lake, Tx 78133
VC #9	Cibolo Creek Community Church	30395 Ralph Fair Rd., Boerne, Tx 78015
VC #10	Peace Lutheran Church, Foyer	1147 S. Walnut, New Braunfels, Tx 78130
VC #11	Christ Our King Anglican Church	115 Kings Way, New Braunfels, Tx 78132
VC #12	Comal County Offices, Bulverde Annex, JP 2 Courtroom	30470 Cougar Bend, Bulverde, Tx 78163
VC #13	Garden Ridge Community Center, Wildflower Room	9500 Municipal Parkway, Garden Ridge, Tx 78266
VC #14	Bulverde/Spring Branch Fire & EMS @ Johnson Ranch	30475 Johnson Way, Bulverde, Tx 78163
VC #15	Westside Community Center, Gym	2932 S. IH 35, New Braunfels, Tx 78130
VC #16	City of New Braunfels, Fire Department Training Room	424 S. Castell Ave., New Braunfels, Tx 78130
VC #17	New Braunfels Library, Large Meeting Room	700 E. Common, New Braunfels, Tx 78130
VC #18	Comal County Offices, Goodwin Annex, Training Room	1297 Church Hill Dr., New Braunfels, Tx 78130
VC #19	New Braunfels Christian Church, Fellowship Hall	734 N. Loop 337, New Braunfels, Tx 78130
VC #20	Eden Hill, Town Hall	631 Lakeview Blvd., New Braunfels, Tx 78130
VC #21	St. Francis by the Lake Episcopal Church, Large Room	121 Spring Mountain Dr., Canyon Lake, Tx 78133
VC #22	North Shore United Methodist Church	23880 N. Cranes Mill Rd, Canyon Lake, Tx 78133
VC #23	Gruene Methodist Church, Mission and Outreach Building	2629 E. Common St., New Braunfels, Tx 78130
VC #24	Rebecca Creek Baptist Church	11755 Hwy 281 N., Spring Branch, Tx 78070
VC #25	River Chase Clubhouse	436 River Chase Way, New Braunfels, Tx 78132

GUADALUPE COUNTY  
NOVEMBER 8, 2022  
Election Day Polling Locations  
Polls Open from 7:00 a.m. to 7:00 p.m.

(Lugares de votación en el Dia de las elecciones  
Encuestas Abiertas de 7:00 a.m. a 7:00 p.m.)



**Guadalupe County Election Day Vote Centers - City of Schertz:**

*(Centros de Voto del Día de la Elección del Condado de Guadalupe - Ciudad de Schertz:)*

**Any Guadalupe County registered voter can vote at any Guadalupe County Election Day Location, regardless of the precinct in which they reside.**

*(Votantes registrados del Condado de Guadalupe pueden votar en CUALQUIERA de las ubicaciones el día de elección. Ya no es necesario votar en el precinto donde vive)*

VC #1	McQueeney Lions Club , 3211 FM 78, McQueeney
VC #2	New Life Fellowship, 16489 Texas Hwy 123, Seguin <b>previously Vogel Elementary</b>
VC #3	Seguin ISD Admin Bldg., 1221 E. Kingsbury, Seguin
VC #4	Forest Hills Baptist Church, 8251 FM 1117, Seguin
VC #5	Justice of the Peace Court, Pct 1, 2405 E. US Hwy 90, Seguin <b>previously located at 214 Medical Center, Seguin</b>
VC #6	Kingsbury United Methodist Church, 7035 FM 2438, Kingsbury
VC #7	Brick and Blossom Event Center (Staples Baptist Church), 10020 FM 621, Staples
VC #8	Maranatha Fellowship Hall, 2356 S. Hwy. 80, Luling
VC #9	TLU Alumni Student Center, Conference Rooms A/B, 1109 University St., Seguin <b>(previously Jackson Park Student Activity Center @ TLU)</b>
VC #10	Redemptive Grace Ministries, 2240 FM 725, New Braunfels
VC #11	McQueeney VFW Post 9213, 275 Gallagher, McQueeney
VC #12	Columbus Club of Seguin, 1015 S. Austin Street, Seguin
VC #13	Our Lady of Guadalupe Church Annex, 730 N. Guadalupe St. Seguin
VC #15	American Legion Hall, 618 E. Kingsbury, Seguin
VC #16	Geronimo Community Center, 280 Navarro Dr, Geronimo
VC #17	St. Joseph’s Mission , 5093 Redwood Rd., San Marcos
VC #18	The Silver Center, 510 E. Court St., Seguin
VC #19	Central Texas Technology Center, 2189 FM 758, Bldg B, Room 157, New Braunfels
VC #20	The Cross Church, 814 N. Bauer, Seguin
VC #21	Santa Clara City Hall, 1653 N. Santa Clara Rd., Santa Clara
VC #22	Marion Dolford Learning Center, 200 W. Schlather Lane, Cibolo
VC #23	Schertz Elections Office, 1101 Elbel Rd., Schertz
VC #24	Schertz United Methodist Church, 3460 Roy Richard Dr., Schertz
VC #25	Selma City Hall, 9375 Corporate Dr., Selma
VC #26	Crosspoint Fellowship Church, 2600 Roy Richard Drive, Schertz
VC #27	Immaculate Conception Catholic Church, 212 N. Barnett St., Marion
VC #28	Schertz Community Center, 1400 Schertz Parkway, Schertz
VC #29	Mikulski Hall, 509 Schertz Pkwy, Schertz <b>previously Guadalupe Co. Services Center</b>
VC #30	Schertz Community Center North, 3501 Morning Dr., Cibolo
VC #31	St. John's Lutheran Church, 606 S. Center St., Marion
VC #32	New Berlin City Hall, 9180 FM 775, New Berlin
VC #33	NBISD Transportation Bldg, 2621 Klein Way, New Braunfels
VC #34	Cibolo Fire Station #2, 3864 Cibolo Valley Drive, Cibolo
VC #35	Living Waters Worship Center, 3325 N. State Hwy 46, Seguin

**Election Day Polling Locations – Bexar County**  
**Polls Open from 7:00 a.m. to 7:00 p.m.**

*(Lugares de votación in el día de Elecciones - Condado de Bexar*

**Bexar County will be using Vote Centers for the November 8, 2022 Joint General, Special, Charter and Bond Elections**

*(ELECCIONES CONJUNTAS PARA ENMINEDAS CONSTITUCIONALES, GENERAL, ESPECIAL, Y BONOS 8 DE NOVIEMBRE DEL 2022)*

**Any Bexar County registered voter can vote at any Bexar County Election Day Location, regardless of the precinct in which they reside.**

*(Votantes registrados del Condado de Bexar pueden votar en CUALQUIERA de las ubicaciones el dia de eleccion. Ya no es necesario votar en el precinto donde vives)*

VC #	HOST	SITE	ADDRESS	CITY, STATE	ZIP CODE
VC 1	1001	San Antonio Housing Authority	818 S. Flores	San Antonio, TX	78204
VC 2	1004	St. Leo the Great Catholic Church	4423 S. Flores St.	San Antonio, TX	78214
VC 3	1005	Luther Burbank High School	1002 Edwards St.	San Antonio, TX	78204
VC 4	1006	St. James Catholic Church	907 W. Theo Ave.	San Antonio, TX	78225
VC 5	1007	Charles Graebner Elementary School	530 Hoover Ave.	San Antonio, TX	78225
VC 6	1012	John Glenn Elementary School	2385 Horal Dr.	San Antonio, TX	78227
VC 7	1018	Adams Elementary School	135 E. Southcross	San Antonio, TX	78214
VC 8	1019	Mission Branch Library	3134 Roosevelt Ave	San Antonio, TX	78214
VC 9	1020	Wright Elementary School	115 E. Huff Ave.	San Antonio, TX	78214
VC 10	1021	Rayburn Elementary School	635 Rayburn Dr.	San Antonio, TX	78221
VC 11	1023	Collier Elementary School	834 W. Southcross	San Antonio, TX	78211
VC 12	1024	Pease Middle School	201 Hunt Ln.	San Antonio, TX	78245
VC 13	1029	Brentwood STEAM School of Innovation	1626 W. Thompson Pl.	San Antonio, TX	78226
VC 14	1032	Gardendale Early Learning Program	1731 Dahlgreen Ave.	San Antonio, TX	78237
VC 15	1034	Ralph Langley Elementary School	14185 Bella Vista	San Antonio, TX	78253
VC 16	1036	Johnston Branch Library	6307 Sun Valley Dr.	San Antonio, TX	78227
VC 17	1037	Frank Madla Elementary School	6100 Royalgate Dr.	San Antonio, TX	78242
VC 18	1042	Cortez Branch Library	2803 Hunter Blvd.	San Antonio, TX	78224
VC 19	1044	Palo Alto College	1400 W. Villaret Blvd.	San Antonio, TX	78224
VC 20	1045	South San Antonio High School	7535 Barlite Blvd.	San Antonio, TX	78224
VC 21	1048	Gillette Elementary School	625 Gillette Blvd.	San Antonio, TX	78221
VC 22	1049	Precinct 1 Satellite Office	3505 Pleasanton Rd.	San Antonio, TX	78221
VC 23	1054	Kingsborough Middle School	422 Ashley Rd.	San Antonio, TX	78221
VC 24	1055	Virginia A. Myers Elementary School	3031 Village Pkwy	San Antonio, TX	78251
VC 25	1056	Mission Del Lago Community Center	2301 Del Lago Pkwy	San Antonio, TX	78221
VC 26	1057	City of Sandy Oaks Municipal Building	22870 Priest Rd.	Sandy Oaks, TX	78112
VC 27	1059	Texas A&M University (San Antonio)	One University Way	San Antonio, TX	78224

VC 28	1060	Bob Hope Elementary School	3022 Reforma Dr.	San Antonio, TX	78211
VC 29	1061	Sky Harbour Elementary School	5902 Fishers Bend St.	San Antonio, TX	78242
VC 30	1065	Somerset City Hall	7360 E. 6th St.	Somerset, TX	78069
VC 31	1067	Southwest ISD Admin Bldg	11914 Dragon Ln.	San Antonio, TX	78252
VC 32	1068	Luckey Ranch Elementary School	12045 Luckey River	San Antonio, TX	78252
VC 33	1069	Northwest Vista College	3535 N. Ellison Dr.	San Antonio, TX	78251
VC 34	1071	Adams Hill Elementary School	9627 Adams Hill Dr.	San Antonio, TX	78245
VC 35	1073	Ott Elementary School	100 N Grosenbacher	San Antonio, TX	78253
VC 36	1075	Alan B. Shepard Middle School	5558 Ray Ellison Blvd.	San Antonio, TX	78242
VC 37	1078	James Russell Lowell Middle School	919 Thompson Pl.	San Antonio, TX	78226
VC 38	1079	Murnin Elementary School	9019 Dugas Dr.	San Antonio, TX	78251
VC 39	1080	Hatchett Elementary School	10700 Ingram Rd.	San Antonio, TX	78245
VC 40	1082	Big Country Elementary School	2250 Pue Rd.	San Antonio, TX	78245
VC 41	1083	Lewis Elementary School	1000 Seascape	San Antonio, TX	78251
VC 42	1085	Westwood Terrace Elementary School	2315 Hackamore Lane	San Antonio, TX	78227
VC 43	1086	Meadow Village Elementary School	1406 Meadow Way Dr.	San Antonio, TX	78227
VC 44	1087	Guerra Branch Library	7978 Military Drive W	San Antonio, TX	78227
VC 45	1088	Perales Elementary School	1507 Ceralvo St.	San Antonio, TX	78237
VC 46	1091	Mission Academy	9210 South Presa	San Antonio, TX	78223
VC 47	1093	Vale Middle School	2120 N. Ellison Dr	San Antonio, TX	78251
VC 48	1099	Evers Elementary School	1715 Richland Hills Dr.	San Antonio, TX	78251
VC 49	1100	Cody Elementary School	10403 Dugas Dr.	San Antonio, TX	78245
VC 50	1104	Carlos Coon Elementary School	3110 Timber View Dr.	San Antonio, TX	78251
VC 51	1107	Southside ISD Administration Building	1460 Martinez-Losoya Rd.	San Antonio, TX	78221
VC 52	1108	Galm Elementary School	1454 Saxonhill Dr.	San Antonio, TX	78253
VC 53	1110	Bobbie Behlau Elementary School	2355 Camp Light Way	San Antonio, TX	78245
VC 54	1111	Raba Elementary School	9740 Raba	San Antonio, TX	78251
VC 55	1112	Mary Michael Elementary School	3155 Quiet Plain	San Antonio, TX	78245
VC 56	1118	Christian Family Baptist Church	1589 Grosenbacher	San Antonio, TX	78245
VC 57	1121	Mireles Elementary School	12260 Rockwall Mill	San Antonio, TX	78253
VC 58	1122	John Hoffmann Elementary School	12118 Volunteer Parkway	San Antonio, TX	78253
VC 59	1129	Cole Elementary School	13185 Tillman Ridge	San Antonio, TX	78253
VC 60	1137	Taft High School	11600 FM 471 W.	San Antonio, TX	78253
VC 61	1150	Mora Elementary School	1520 American Lotus	San Antonio, TX	78245
VC 62	2001	Bexar County Elections Department	1103 S. Frio	San Antonio, TX	78207
VC 63	2002	Lanier High School	1514 W. Cesar Chavez	San Antonio, TX	78207

VC 64	2003	Antonio Margil Elementary School	1000 Perez St.	San Antonio, TX	78207
VC 65	2004	Frank Garrett Multi Service Center	1226 N.W. 18th St.	San Antonio, TX	78207
VC 66	2008	Our Lady of the Lake University	411 S.W. 24th St.	San Antonio, TX	78237
VC 67	2010	Shepherd King Lutheran Church	303 W. Ramsey Rd.	San Antonio, TX	78216
VC 68	2011	Las Palmas Branch Library	515 Castroville Rd.	San Antonio, TX	78237
VC 69	2013	Marin B. Fenwick Academy	1930 Waverly Ave.	San Antonio, TX	78228
VC 70	2015	Gus Garcia University School	3306 Ruiz St.	San Antonio, TX	78228
VC 71	2018	Collins Garden Branch Library	200 N. Park Blvd.	San Antonio, TX	78204
VC 72	2019	Edgewood Gym	4133 Eldridge Ave.	San Antonio, TX	78237
VC 73	2020	E.T. Wrenn Middle School	627 S. Acme Rd.	San Antonio, TX	78237
VC 74	2023	St. Mary's University	1 Camino Santa Maria	San Antonio, TX	78228
VC 75	2024	Woodlawn Hills Elementary School	110 W. Quill Dr.	San Antonio, TX	78228
VC 76	2025	St. Paul Community Center	1201 Donaldson Ave.	San Antonio, TX	78228
VC 77	2026	Neff Elementary School	5227 Evers Rd.	San Antonio, TX	78228
VC 78	2028	Joe Ward Recreation Center	435 E Sunshine Dr.	San Antonio, TX	78228
VC 79	2029	Sarah King Elementary School	1001 Ceralvo St.	San Antonio, TX	78207
VC 80	2035	Laurel Heights United Methodist Church	227 W. Woodlawn Ave.	San Antonio, TX	78212
VC 81		Nimitz Middle School	5426 Blanco Rd.	San Antonio, TX	78216
VC 82	2039	Huisache Avenue Baptist Church	1339 W. Huisache Ave.	San Antonio, TX	78201
VC 83	2040	Villarreal Elementary School	2902 White Tail Dr	San Antonio, TX	78228
VC 84	2042	Esparza Elementary School	5700 Hemphill Dr.	San Antonio, TX	78228
VC 85	2043	Stafford Elementary School	415 S.W. 36th St.	San Antonio, TX	78237
VC 86	2045	Woodlawn Academy	1717 W. Magnolia Ave.	San Antonio, TX	78201
VC 87	2046	Young Women's Leadership Academy	2123 W. Huisache Ave.	San Antonio, TX	78201
VC 88	2050	Powell Elementary School	6003 Thunder Dr.	San Antonio, TX	78238
VC 89	2051	Bexar County Justice Center	300 Dolorosa	San Antonio, TX	78205
VC 90	2053	Thomas Edison High School	701 Santa Monica Dr.	San Antonio, TX	78212
VC 91	2054	Kenwood Community Center	305 Dora St.	San Antonio, TX	78212
VC 92	2055	Alamo Stadium & Convocation Center	110 Tuleta Dr.	San Antonio, TX	78212
VC 93	2057	Westminster Square Management	1838 Basse Rd.	San Antonio, TX	78213
VC 94	2059	John Greenleaf Whittier Middle School	2101 Edison Dr.	San Antonio, TX	78201
VC 95	2060	Samuel A. Maverick Elementary School	107 Raleigh Pl.	San Antonio, TX	78201
VC 96	2063	San Antonio M.U.D #1	16450 Wildlake Blvd.	Helotes, TX	78023
VC 97	2064	Dellview Elementary School	7235 Dewhurst Rd.	San Antonio, TX	78213
VC 98	2065	Ward Elementary School	8400 Cavern Hill	San Antonio, TX	78254

VC 99	2068	Great Northwest Branch Library	9050 Wellwood	San Antonio, TX	78250
VC 100	2069	Community Alliance for Traffic Safety - C.A.T.S.	7719 Pipers Ln.	San Antonio, TX	78251
VC 101	2070	Barkley-Ruiz Elementary School	1111 S. Navidad St.	San Antonio, TX	78207
VC 102	2072	Brauchle Elementary School	8555 Bowens Crossing	San Antonio, TX	78250
VC 103	2073	Pre-K Academy at West Avenue	3915 West Ave.	San Antonio, TX	78213
VC 104	2076	Nichols Elementary School	9560 Braun Rd.	San Antonio, TX	78254
VC 105	2077	Elrod Elementary School	8885 Heath Circle Dr.	San Antonio, TX	78250
VC 106	2078	Knowlton Elementary School	9500 Timber Path	San Antonio, TX	78250
VC 107	2082	Olmos Elementary School	1103 Allena Dr.	San Antonio, TX	78213
VC 108	2083	Woodlawn Pointe Center for Community	702 Donaldson Ave.	San Antonio, TX	78201
VC 109	2084	Maverick Branch Library	8700 Mystic Park	San Antonio, TX	78254
VC 110	2087	Carson Elementary School	8151 Old Tezel Rd.	San Antonio, TX	78250
VC 111	2091	Trinity United Methodist Church	6800 Wurzbach Rd.	San Antonio, TX	78240
VC 112	2095	Leon Valley Conference Center	6427 Evers Rd.	San Antonio, TX	78238
VC 113	2097	Burke Elementary School	10111 Terra Oak	San Antonio, TX	78250
VC 114	2101	John Marshall High School	8000 Lobo Ln.	San Antonio, TX	78240
VC 115	2102	Fernandez Elementary School	6845 Ridgebrook St.	San Antonio, TX	78250
VC 116	2107	Fields Elementary School	9570 FM 1560	San Antonio, TX	78254
VC 117	2108	Stevenson Middle School	8403 Tezel Rd.	San Antonio, TX	78254
VC 118	2111	Wonderland of the Americas	4522 Fredericksburg Rd	San Antonio, TX	78201
VC 119	2115	Henderson Elementary School	14605 Kallison Bend	San Antonio, TX	78254
VC 120	2123	Northwest Church of Christ	9681 W. Loop 1604 N.	San Antonio, TX	78254
VC 121	2125	Scarborough Elementary School	12280 Silver Pointe (at Stillwater Pkwy)	San Antonio, TX	78254
VC 122	2127	Northwest Crossing Elementary School	10255 Dover Rdg.	San Antonio, TX	78250
VC 123	2136	Krueger Elementary School	9900 Wildhorse Parkway	San Antonio, TX	78254
VC 124	2138	Ridgeview Elementary School	8223 McCullough Ave.	San Antonio, TX	78216
VC 125	2140	Northside Activity Center	7001 Culebra Rd.	San Antonio, TX	78238
VC 126	2141	Connally Middle School	8661 Silent Sunrise	San Antonio, TX	78250
VC 127	2148	Mead Elementary School	3803 Midhorizon Dr.	San Antonio, TX	78229
VC 128	2149	Health Careers High School	4646 Hamilton Wolfe Rd.	San Antonio, TX	78229
VC 129	2165	Scobee Elementary School	11223 Cedar Park	San Antonio, TX	78249
VC 130	2168	Rhodes Elementary School	5714 North Knoll	San Antonio, TX	78240
VC 131	2169	Oak Hills Terrace Elementary School	5710 Cary Grant Dr.	San Antonio, TX	78240
VC 132	2174	Thornton Elementary School	6450 Pembroke Rd.	San Antonio, TX	78240
VC 133	2175	McDermott Elementary School	5111 USAA Blvd.	San Antonio, TX	78240

VC 134	2176	Wanke Elementary School	10419 Old Prue Rd.	San Antonio, TX	78249
VC 135	3003	Helotes City Hall	12951 Bandera Rd.	Helotes, TX	78023
VC 136	3005	Kinder Ranch Elementary School	2035 Kinder Pkwy.	San Antonio, TX	78260
VC 137	3007	Roan Forest Elementary School	22710 Roan Park	San Antonio, TX	78259
VC 138	3011	Colonial Hills United Methodist Church	5247 Vance Jackson	San Antonio, TX	78230
VC 139	3013	Colonies North Elementary School	9915 Northampton	San Antonio, TX	78230
VC 140	3017	Van Raub Elementary School	8776 Dietz Elkhorn Rd.	Fair Oaks Ranch, TX	78015
VC 141	3018	Olmos Park City Hall	120 El Prado Dr. W	Olmos Park, TX	78212
VC 142	3021	Terrell Hills City Hall	5100 N. New Braunfels	Terrell Hills, TX	78209
VC 143	3025	Alamo Heights City Hall	6116 Broadway St.	San Antonio, TX	78209
VC 144	3033	San Antonio Shrine Auditorium	901 N Loop 1604 W	San Antonio, TX	78232
VC 145	3036	Carnahan Elementary School	6839 Babcock Rd.	San Antonio, TX	78249
VC 146	3039	Specht Elementary School	25815 Overlook Pkwy	San Antonio, TX	78260
VC 147	3042	Lopez Middle School	23103 Hardy Oak Blvd.	San Antonio, TX	78258
VC 148	3049	Northwood Elementary School	519 Pike Rd.	San Antonio, TX	78209
VC 149	3051	Grey Forest Community Center	18249 Sherwood Trail	Grey Forest, TX	78023
VC 150	3052	Bush Middle School	1500 Evans Rd.	San Antonio, TX	78258
VC 151	3053	Alamo Heights United Methodist Church	825 E. Basse Rd.	San Antonio, TX	78209
VC 152	3056	Clark High School	5150 De Zavala Rd.	San Antonio, TX	78249
VC 153	3058	Rawlinson Middle School	14100 Vance Jackson	San Antonio, TX	78249
VC 154	3059	Hope Church	18850 Redland Rd.	San Antonio, TX	78259
VC 155	3060	Regency Place Elementary School	10222 Broadway	San Antonio, TX	78217
VC 156	3062	Precinct 3 Satellite Office	320 Interpark Blvd.	San Antonio, TX	78216
VC 157	3064	Harmony Hills Elementary School	10727 Memory Ln.	San Antonio, TX	78216
VC 158	3067	Castle Hills City Hall	209 Lemonwood	Castle Hills, TX	78213
VC 159	3068	Larkspur Elementary School	1802 Larkspur	San Antonio, TX	78213
VC 160	3070	Hunters Creek Swim and Racquet Club	3630 Hunters Circle St.	San Antonio, TX	78230
VC 161	3071	Cody Branch Library	11441 Vance Jackson Rd.	San Antonio, TX	78230
VC 162	3074	Woods of Shavano Community Club House	13838 Parksite Woods St.	San Antonio, TX	78249
VC 163	3075	Shavano Park City Hall	900 Saddletree Ct.	Shavano Park, TX	78231
VC 164	3081	Brookhollow Branch Library	530 Heimer Rd.	San Antonio, TX	78232
VC 165	3082	Wetmore Elementary School	3250 Thousand Oaks	San Antonio, TX	78247
VC 166	3083	Bradley Middle School	14819 Heimer Rd.	San Antonio, TX	78232
VC 167	3086	Oak Meadow United Methodist Church	2740 Hunters Green	San Antonio, TX	78231
VC 168	3088	Bulverde Creek Elementary School	3839 Canyon Parkway	San Antonio, TX	78259

VC 169	3090	Thousand Oaks Elementary School	16080 Henderson Pass	San Antonio, TX	78232
VC 170	3092	Hollywood Park City Hall	2 Mecca Dr.	Hollywood Park, TX	78232
VC 171	3093	Vineyard Ranch Elementary School	16818 Huebner Rd.	San Antonio, TX	78258
VC 172	3094	Leon Springs Elementary School	23881 IH 10 W	San Antonio, TX	78257
VC 173	3095	May Elementary School	15707 Chase Hill Blvd.	San Antonio, TX	78256
VC 174	3096	Cross Mountain Church	24891 Boerne Stage Rd.	San Antonio, TX	78255
VC 175	3099	Beard Elementary School	8725 Sonoma Parkway	Helotes, TX	78023
VC 176	3100	Steubing Ranch Elementary School	5100 Knoll Creek	San Antonio, TX	78247
VC 177	3102	Hidden Forest Elementary	802 Silver Spruce St.	San Antonio, TX	78232
VC 178	3104	Faith Lutheran Church	14819 Jones Maltsberger Rd.	San Antonio, TX	78247
VC 179	3105	Semmes Branch Library	15060 Judson Rd.	San Antonio, TX	78247
VC 180	3106	Helotes Elementary School	13878 Riggs Rd.	Helotes, TX	78023
VC 181	3108	Redland Oaks Elementary School	16650 Redland Rd.	San Antonio, TX	78247
VC 182	3110	Longs Creek Elementary School	15806 O'Connor Rd.	San Antonio, TX	78247
VC 183	3114	Encino Branch Library	2515 E. Evans Rd	San Antonio, TX	78259
VC 184	3119	Hartman Center II - Building One	1202 W. Bitters Bldg 1	San Antonio, TX	78216
VC 185	3121	Hardy Oak Elementary School	22900 Hardy Oak Blvd	San Antonio, TX	78258
VC 186	3125	Tuscany Heights Elementary School	25001 Wilderness Oak	San Antonio, TX	78258
VC 187	3137	Cibolo Green Elementary School	24315 Bulverde Green	San Antonio, TX	78261
VC 188	3146	First Chinese Baptist Church	5481 Prue Rd.	San Antonio, TX	78240
VC 189	3149	UTSA	1 UTSA Circle	San Antonio, TX	78249
VC 190	3150	Blossom Athletic Center	12002 Jones Maltsberger Rd.	San Antonio, TX	78216
VC 191	3151	Ellison Elementary School	7132 Oak Dr.	San Antonio, TX	78256
VC 192	3159	Church of Reconciliation	8900 Starcrest	San Antonio, TX	78217
VC 193	3161	Churchill High School	12049 Blanco Rd.	San Antonio, TX	78216
VC 194	3163	Stone Oak Elementary School	21045 Crescent Oaks	San Antonio, TX	78258
VC 195	3165	Tejeda Middle School	2909 E. Evans Rd	San Antonio, TX	78259
VC 196	3172	Boone Elementary School	6614 Spring Time Dr	San Antonio, TX	78249
VC 197	3174	Aue Elementary School	24750 Baywater Stage	San Antonio, TX	78255
VC 198	3192	Parman Branch Library at Stone Oak	20735 Wilderness Oak	San Antonio, TX	78258
VC 199	3193	Huebner Elementary School	16311 Huebner Rd.	San Antonio, TX	78249
VC 200	3197	Hill Middle School	21314 Bulverde Rd.	San Antonio, TX	78259
VC 201	3198	Hector Garcia Middle School	14900 Kyle Seale Parkway	San Antonio, TX	78255
VC 202	3200	Igo Branch Library	13330 Kyle Seale Parkway	San Antonio, TX	78249
VC 203	3201	Indian Springs Elementary School	25751 Wilderness Oak	San Antonio, TX	78261
VC 204	3205	Lions Field Adult and Senior Center	2809 Broadway St.	San Antonio, TX	78209

VC 205	4001	Central Library	600 Soledad	San Antonio, TX	78205
VC 206	4003	Davis-Scott YMCA	1213 Iowa St.	San Antonio, TX	78203
VC 207	4005	Artemisia Bowden Academy	515 Willow St.	San Antonio, TX	78202
VC 208	4010	Young Men's Leadership Academy at Phillis Wheatley	415 Gabriel	San Antonio, TX	78202
VC 209	4011	Claude Black Community Center	2805 E. Commerce	San Antonio, TX	78202
VC 210	4015	Beacon Hill Academy	1411 W. Ashby Pl.	San Antonio, TX	78201
VC 211	4016	Eloise Japhet Academy	314 Astor	San Antonio, TX	78210
VC 212	4017	SAC Victory Center	1819 N. Main Ave.	San Antonio, TX	78212
VC 213	4019	Inez Foster Elementary School	6718 Pecan Valley	San Antonio, TX	78223
VC 214	4021	Clear Spring Elementary School	4311 Clearspring Dr.	San Antonio, TX	78217
VC 215	4023	Harry H. Rogers Middle School	314 Galway Dr.	San Antonio, TX	78223
VC 216	4024	Kate Schenck Elementary School	101 Kate Schenck	San Antonio, TX	78223
VC 217	4026	McCreless Branch Library	1023 Ada St.	San Antonio, TX	78210
VC 218	4028	Bode Community Center	900 Rigsby	San Antonio, TX	78210
VC 219	4029	Smith Elementary School	823 S. Gevers St.	San Antonio, TX	78203
VC 220	4032	Highland Hills Elementary School	734 Glamis Ave.	San Antonio, TX	78223
VC 221	4033	Pecan Valley Elementary School	3966 E. Southcross	San Antonio, TX	78222
VC 222	4036	Herman Hirsch Elementary School	4826 Seabreeze Dr.	San Antonio, TX	78220
VC 223	4038	Mount Calvary Lutheran Church	308 Mount Calvary Dr.	San Antonio, TX	78209
VC 224	4039	Martin Luther King Jr. Academy	3501 Martin Luther King	San Antonio, TX	78220
VC 225	4040	Bella Cameron Elementary School	3635 Belgium Ln.	San Antonio, TX	78219
VC 226	4044	Wilshire Elementary School	6523 Cascade Pl.	San Antonio, TX	78218
VC 227	4045	East Terrell Hills Elementary School	4415 Bloomdale	San Antonio, TX	78218
VC 228	4046	Tobin Library at Oakwell	4134 Harry Wurzbach	San Antonio, TX	78209
VC 229	4047	Krueger Middle School	438 Lanark Dr.	San Antonio, TX	78218
VC 230	4048	Riverside Park Elementary School	202 School St.	San Antonio, TX	78210
VC 231	4049	Ed White Middle School	7800 Midcrown Dr.	San Antonio, TX	78218
VC 232	4051	Takas Park	9310 Jim Seal Dr.	Windcrest, TX	78239
VC 233	4052	Royal Ridge Elementary School	5933 Royal Ridge Dr.	San Antonio, TX	78239
VC 234	4056	Judson ISD Eductional Resource Center	8205 Palisades Dr.	Live Oak, TX	78233
VC 235	4060	Montgomery Elementary School	7047 Montgomery Dr.	San Antonio, TX	78239
VC 236	4064	Kirby City Hall	112 Bauman St.	Kirby, TX	78219
VC 237	4067	Old Converse City Hall	407 S. Seguin Rd.	Converse, TX	78109
VC 238	4069	China Grove City Hall	2412 FM 1516 S.	China Grove, TX	78263
VC 239	4071	St. Hedwig City Hall	13065 FM - 1346	St. Hedwig, TX	78152
VC 240	4072	East Central High School	7173 FM 1628	San Antonio, TX	78263



VC 241	4073	Harmony Elementary School	10625 Green Lake St.	San Antonio, TX	78223
VC 242	4074	Elmendorf City Hall	8304 FM 327	Elmendorf, TX	78112
VC 243	4076	Park Village Elementary School	5855 Midcrown	San Antonio, TX	78218
VC 244	4077	Schaefer Branch Library	6322 US Hwy. 87 E.	San Antonio, TX	78222
VC 245	4079	Coronado Village Elementary School	213 Amistad Blvd	Universal City, TX	78148
VC 246	4082	Sam Houston High School	4635 E. Houston	San Antonio, TX	78220
VC 247	4088	Spring Meadows Elementary School	7135 Elm Trail Dr.	San Antonio, TX	78244
VC 248	4089	Kitty Hawk Middle School	840 Old Cimarron Trail	Universal City, TX	78148
VC 249	4090	Miller's Point Elementary School	7027 Misty Ridge Dr.	Converse, TX	78109
VC 250	4095	El Dorado Elementary School	12634 El Sendero	San Antonio, TX	78233
VC 251	4096	Thousand Oaks Branch Library	4618 Thousand Oaks	San Antonio, TX	78233
VC 252	4098	Wood Middle School	14800 Judson Rd.	San Antonio, TX	78233
VC 253	4108	Woodstone Elementary School	5602 Fountainwood	San Antonio, TX	78233
VC 254	4110	Mirabeau B. Lamar Elementary School	201 Parland	San Antonio, TX	78209
VC 255	4113	Copernicus Community Center	5003 Lord Rd.	San Antonio, TX	78220
VC 256	4126	Fire Station #3	11917 Lower Seguin Rd.	Schertz, TX	78154
VC 257	4132	Judson ISD Performing Arts Center	9443 Schaefer Rd.	Converse, TX	78109
VC 258	4143	Metzger Middle School	7475 Binz-Engleman Rd.	San Antonio, TX	78244
VC 259	4155	Agnes Cotton Academy	1616 Blanco Rd.	San Antonio, TX	78212
VC 260	4156	Woodlake Hills Middle School	6625 Woodlake Parkway	San Antonio, TX	78244
VC 261	4161	Paschall Elementary School	6351 Lake View Dr.	San Antonio, TX	78244
VC 262	4164	Universal City Hall	2150 Universal City Blvd.	Universal City, TX	78148
VC 263	4171	Northern Hills Elementary School	13901 Higgins Rd.	San Antonio, TX	78217
VC 264	4179	Stahl Elementary School	5222 Stahl Rd.	San Antonio, TX	78247
VC 265	4194	Universal City Library	100 Northview Dr.	Universal City, TX	78148
VC 266	4198	Elolf STEAM Academy	6335 Beech Trail Dr.	Converse, TX	78109
VC 267	4209	East Central ISD Admin. Office	6634 New Sulphur Springs Rd.	San Antonio, TX	78263

Subject to change  
*(sujeto a cambio)*

For more information contact the office of the Bexar County Elections Administrator, Jacquelyn F. Callanen, at (210) 335-VOTE (8683)  
(Para mas informacion comuniquese con oficina del Condado de Bexar Administrador de Elecciones, Jacquelyn F. Callanen, al telefono (210) 335-VOTE (8683))

Issued this the 12<sup>th</sup> day of September 2022

AUTHORITY SEAL

---

**Brenda Dennis, City Secretary**