



MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
December 6, 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, DECEMBER 6, 2022 at 6:00 p.m.

Call to Order

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

Presentations

- Mr. Fredy Degollado - Service with the YMCA
- Introduction of the Schertz Young Leaders 2023 Class

Employee Introductions

- Utility Billing: Crystal Rubio-Utility Billing; Richard Gomez-Utility Billing Technician
- Fleet and Facility Services: Tobie John Salazar-Plumber Apprentice; Michael Hernandez-Grounds Maintenance Technician
- Public Affairs: Lonnie Corso-Events Attendant
- Public Works/Streets: Silas James Pitts-Street Worker-1; Nancy Ortiz-Street Worker-1
- Animal Services: Cleotilde Padilla-Animal Services Officer; Daniella Shapiro-Animal Services Officer
- Police Department: Matthew Potter-Police Officer
- Fire Department: Dan Kramer-Assistant Fire Chief; Timothy Dyer-Firefighter

City Events and Announcements

- Announcements of upcoming City Events (B. James/S. Gonzalez)
- Announcements and recognitions by the City Manager (S. Williams)
- Announcements and recognitions by the Mayor (R. 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 regular meeting of October 11, 2022, and October 25, 2022. (S.Edmondson)
2. **Resignations and Appointments to various Boards, Commissions and Committees** - Consideration and/or action approving the Resignation of Mr. Paul Ringenbach as a Regular Member of the Historic Preservation Committee, approve Mr. Miguel Vazquez to the Historical Preservation Committee. (S. Edmondson/Mayor-Council)
3. **Approval of the 2023 Master Calendar** (B. James/S. Gonzalez)
4. **Resolution No. 22-R-133** - A Resolution by the City of Schertz City Council authorizing an Addendum to the LESO Program State Plan of Operation (SPO), the acknowledging the Certification of Notification for Law Enforcement Agency to Potentially Acquire Controlled Property and other matters in connection therewith. (S. Williams/J. Lowery)
5. **Resolution No. 22-R-138** – Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing a Task Order Agreement with Half Associates for a not to exceed amount of \$330,000 for the Lookout Road Reconstruction Project. (B. James/J. Nowak)

6. **Resolution 22-R-80** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing a professional services agreement with Freese and Nichols, Inc. for the Update of the City's Comprehensive Plan.
7. **Resolution 22-R-120** - A Resolution by the City Council of the City of Schertz authorizing an agreement with Selrico Services for the Schertz Area Senior Center Nutrition Program.
8. **Resolution 22-R-131** - a Resolution by the City of Schertz authorizing an amendment to the School Resource Officer Program Agreement with the Schertz-Cibolo-Universal City Independent School District, and other matters in connection therein
9. **Resolution 22-R-139** - Consideration and/or action by the City Council of the City of Schertz, Texas authorizing an increase to the contract with CutRite Landscaping for the Cibolo Valley Drive Medians Landscaping Project.
10. **Resolution 22-R-140** - Consideration and/or action approving a Resolution authorizing the revised Bylaws of the Schertz Historical Preservation Committee, and other matters in connection therewith (B. James)
11. **Ordinance 22-T- 43** - An Ordinance by the City Council of the City of Schertz, Texas authorizing an adjustment to the Fiscal Year 2022-2023 Budget to fund audio/visual improvements for Municipal Court, repealing all ordinance or parts of ordinance in conflict with this ordinance; and providing an effective date. (*Final Reading*) (M.Browne/J. Walters)

Discussion and Action Items

12. **Ordinance No. 22-T-49** - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas, authorizing an adjustment to the fiscal year 2022-2023 budget, repealing all Ordinances or parts of Ordinances in conflict with this Ordinance; and providing an effective date. (*First Reading*) (B. James/J. Walters)

Public Hearings

13. **Ordinance No. 22-S-45** Conduct a public hearing and consideration and/ or action on a request to rezone approximately 0.14 acres of land from Single-Family Residential District (R-2) to Main Street Mixed Use District (MSMU), generally located southeast of the intersection of Randolph Ave and Exchange Ave, also known as 204 Randolph Ave, also known as Guadalupe County Property Identification Number 67555, Guadalupe County, Texas. (B. James, L. Wood, E. Delgado) (*First Reading*)

14. **Ordinance No. 22-S-42** - Consideration and /or action on a request to rezone approximately 31 acres of land from General Business District (GB) to Single-Family Residential District (R-2), the property, a portion of Parcel ID 63998, generally located approximately 1,000 feet to the northwest of the Eckhardt Road and Green Valley Road intersection. City of Schertz, Guadalupe County, Texas. (B. James, L. Wood, S. Haas) (*First Reading*)
15. **Ordinance No. 22-S-44** - Conduct a public hearing and consideration and/ or action on a request to rezone approximately 75 acres of land from General Business District (GB) and Manufacturing District-Light (M-1) to Planned Development District (PDD), generally located southeast of the intersection of IH 35 and Cibolo Valley Drive, also known as Guadalupe County Property Identification Numbers 68313, 68314, and 148510, City of Schertz, Guadalupe County, Texas. (B. James, L. Wood, E. Delgado) (*First Reading*)

Roll Call Vote Confirmation

Workshop

16. Workshop Discussion and Action Regarding the Acquisition of Approximately 31 acres of Property Generally Located on the North and South Sides of Wiederstein Road Generally East of Schertz Parkway.

Roll Call Vote Confirmation

Closed Session

17. The City Council will convene in closed session pursuant to Section 551.071 of the Texas Government Code to conduct a private consultation with its attorney about pending or contemplated litigation or a settlement offer on one or more of the following matters: Green Valley Special Utility District vs. City of Schertz et al Case No. 17-CV-00819-LY (U.S. District Court, Western District of Texas, Austin Division); City of Schertz v. United States Department of Agriculture, et al., No. 19-51056 (U.S. Fifth Circuit Court of Appeals); City of Schertz, Texas v. Texas Commission on Environmental Quality, et al. No. 07-20-00167-CV (Seventh Court of Appeals, Amarillo, Texas); Green Valley Special Utility District v. the Public Utility Commission of Texas and DeAnn T. Walker; Arthur C. D'Andrea, Jr.; Shelly Botkin; in their official capacities as Commissioners of the Public Utility Commission of Texas; and John Paul Urban in his official capacity as Executive Director the Public Utility Commission of Texas; and the City of Schertz, Texas. Cause No. D-1-GN-18-000535, In the District Court of Travis County, Texas, 419th Judicial District; Application of Green Valley Special Utility District for New TPDES Permit, No. WQ0015917-001 (Texas Commission on Environmental Quality)
18. The City Council will meet in Closed Session under Section 551.074 of the Texas Government Code, Personnel Matters, to discuss the vacancy of the City Secretary position.

19. The City Council will meet in closed session in accordance with Section 551.072, Texas Government Code deliberation regarding the purchase, exchange, lease, or value of Real Property for park and recreation purposes.

Reconvene into Regular Session

Roll Call Vote Confirmation

Information available in City Council Packets - NO DISCUSSION TO OCCUR

20. **Monthly Update on FY 2022-23 Approved Expanded Programs** (B. James/S. Gonzalez)
21. **Monthly Update on Major Projects in progress/CIP.** (B. James/K. Woodlee)

Requests and Announcements

- Announcements by the City Manager
- Requests by Mayor and Councilmembers for updates or information from Staff
- Requests by Mayor and Councilmembers that items or presentations be placed on a future City Council agenda
- Announcements by Mayor and Councilmembers
 - City and Community Events attended and to be attended
 - City Council Committee and Liaison Assignments (see assignments below)
 - Continuing Education Events attended and to be attended
 - Recognition of actions by City Employees
 - Recognition of actions by Community Volunteers

Adjournment

CERTIFICATION

I, SHEILA EDMONDSON, INTERIM 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 2ND DAY OF DECEMBER 2022 AT 5:00 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

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

Mayor Gutierrez Audit Committee Board of Adjustments Investment Advisory Committee Main Street Committee	Councilmember Scagliola – Place 5 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
Councilmember Davis– Place 1 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	Councilmember – Place 2 (VACANT)
Councilmember Whittaker – Place 3 Audit Committee Historical Preservation Committee Interview Committee for Boards and Commissions Library Advisory Board TIRZ II Board	Councilmember Dahle – Place 4 Cibolo Valley Local Government Corporation Interview Committee for Boards and Commissions Planning & Zoning Commission TIRZ II Board
Councilmember Heyward – Place 6 Animal Advisory Commission Audit Committee Building and Standards Commission Economic Development Corporation - Alternate Investment Advisory Committee Main Street Committee	Councilmember Brown – Place 7 Economic Development Corporation Main Street Committee Schertz-Seguin Local Government Corporation - Alternate

CITY COUNCIL MEMORANDUM

City Council Meeting: December 6, 2022
Department: City Secretary
Subject: Consent Agenda Items

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BACKGROUND

GOAL

COMMUNITY BENEFIT

SUMMARY OF RECOMMENDED ACTION

FISCAL IMPACT

RECOMMENDATION

CITY COUNCIL MEMORANDUM

City Council Meeting: December 6, 2022
Department: City Secretary
Subject: Minutes – Consideration and/or action regarding the approval of the minutes of the regular meeting of October 11, 2022, and October 25, 2022. (S.Edmondson)

Attachments

10-11-2022 draft minutes
10-25-2022 draft minutes

DRAFT

MINUTES REGULAR MEETING October 11, 2022

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on October 11, 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; Assistant to the City Manager Sarah Gonzalez; Deputy City Secretary Sheila Edmondson

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. (Councilmember Tim Brown)

Mayor Gutierrez recognized Councilmember Tim Brown who provided the opening prayer followed by the Pledges of Allegiance to the Flags of the United States and the State of Texas.

Presentations

- Schertz Emerging Leaders Program (M. Browne/S. Gonzalez)

Mayor Gutierrez recognized Ms. Sarah Gonzalez, Assistant to the City Manager, City of Schertz. Ms. Gonzalez gave a presentation on the Schertz Emerging Leaders Program. She provided an overview of the 8-month curriculum and pairing of participants with mentors. Ms. Gonzalez then turned the presentation over to Dr. Mark Browne, City Manager. Dr. Browne described the highly competitive application and selection process and stated the program was open to all departments and designed to help employees advance. He invited the Mayor to join him to recognize the graduates with the presentation of certificates.

Members of the inaugural class included:

- Bryce Burch, Public Works, Street Worker I
- Will Dalrymple, Inspections, Plans Examiner
- Eric Haugen, Information Technology, Sr. Computer Support Systems Engineer

- Megan Lagunas, Animal Services Manager
- Chad Lonsberry, Public Works, HVAC Tech I
- Demetrio Martinez, Public Works, Streets Crew Supervisor
- Michael Reed, EMS, Instructor/Paramedic
- William Sutton, Police Corporal
- Antonio Valle, Public Works, Sign Shop (absent)

Ms. Gonzalez asked all mentors to stand and be recognized.

Mentors for the program included:

- Sarah Gonzalez, Assistant to the City Manager
 - Jessica Kurz, Human Resources Director
 - Scott McClelland, Assistant Director of Public Works
 - Tony McFalls, GIS Coordinator
 - Greg Rodgers, Fire Chief
 - Lauren Shrum, Parks Director
 - James Walters, Finance Director
 - Kathy Woodlee, Engineering Director
- Proclamation: National Planning Month (Planning Department)

Mayor Gutierrez recognized Ms. Lesa Wood, Planning and Development Director, and presented a proclamation recognizing the month of October 2022 as National Community Planning Month in the City of Schertz.

Ms. Wood thanked the Mayor for recognizing the Planning department. She shared the recognition and her thanks with the City's planning team, Sam and Emily, as well as the Planning and Zoning Commission, the City Council, and the community at large.

- Proclamation: Fire Prevention Month (Fire Department)

Mayor Gutierrez recognized members of the Fire Department and presented a proclamation recognizing October 9-15, 2022, as Fire Prevention Week in the City of Schertz to Fire Marshall Ben Boney.

- Fire Prevention Poster Winners (Fire Department)

Fire Marshall Ben Boney presented awards to the winners of the Fire Prevention Poster Contest. Theme: Fire won't wait, Plan your escape. There were 73 posters submitted and 450 votes cast.

Kindergarten through 1st Grade Winners:

3rd Place: Harlee Cortinas, Kindergarten, Rose Garden Elementary

2nd Place: Steven Goralewirz, 1st grade, Wiederstein Elementary

1st Place: Dean Sannipoli, Kindergarten, Wiederstein Elementary

2nd and 3rd Grade Winners:

3rd Place: Audrey Deleon, 3rd grade, Sippel Elementary

2nd Place: Harper Inman, 3rd grade, Schertz Elementary

1st Place: Braxton Inman, 2nd grade, Schertz Elementary

4th Grade Winners:

3rd Place: Xander Morgan, Paschal Elementary

2nd Place: Micelys Maldonado, Watts Elementary

1st Place: Jackson Boney, Rose Garden Elementary

Mayor's Choice Award: Braxton Inman, 2nd grade, Schertz Elementary for PacMan.

Employee Introductions

Various Department Heads introduced the following new employees from their departments.

- 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)

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

Saturday, October 15

Love Where You Live Event

8:00 AM-4:00 PM

Aviation Heights Neighborhood

Sign-in at First Baptist Church, 600 Aero Avenue

2nd Annual Schertz Historical Preservation Committee Car Show

9:00 AM-12:00 PM

Pickrell Park

Friday, October 21

City Council Workshop

8:30 AM-11:30 AM

Council Chambers

Skylight Balloon Fest - Friday-Sunday, October 21-23

16765 Lookout Road, Selma

Complete event information can be found at www.skylightballoonfest.com

- **Friday, October 21** - 5:00 PM-9:00 PM
- **Saturday, October 22** - 12:45 PM-4:45 PM
- **Saturday, October 23** - 7:30 AM-11:30 AM

Monday, October 24

Early Voting for the November 8, 2022, General Election begins Monday, October

24th and runs through Friday, November 4, 2022. Please check the City's website for locations, dates, and times.

Tuesday, October 25

Next regular scheduled Council meeting

6:00 PM

Council Chambers

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

Dr. Mark Browne recognized Sarah Gonzalez and Jessica Kurz for their work on the Emerging Leaders Program. He also recognized the Planning and Fire Departments for the work they do.

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

No announcements or recognitions were provided by Mayor 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.

No one spoke.

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 the Consent Items 1, 2, 4, and 5 into the record. Item 3 was pulled for discussion.

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)

Mayor Gutierrez stated for the record that Councilman Michael Dahle had stepped down from the dais. Councilmember Dahle is the owner of the property in question, so recused himself from the discussion and had previously signed an affidavit regarding the conflict of interest form.

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)

Mayor Gutierrez stated item 3 would be removed for separate action and asked Council if there were any additional items they wished removed for separate action. No other items were removed.

Mayor Gutierrez asked for a motion to approve Agenda Items 1, 2, 4, and 5.

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

Discussion and Action Items

Mayor Gutierrez stated that they will discuss Item 3 after Item 6.

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)

Mayor Gutierrez read the following into record:

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

Mayor Gutierrez recognized Assistant City Manager Brian James who gave a brief presentation to Council on the standardization of a policy for PIDs.

A PID is an economic development tool whereby a geographical area is designated as such which allows an additional assessment to be established for that property. That assessment is used to fund infrastructure for that property. This resolution is for the establishment of a policy.

Councilmember Whitaker asked which entity usually requests a PID. Mr. James responded that they are usually requested by a developer on behalf of a property owner, but can be the owner of the property if they are developing the property on their own. Further clarification was requested regarding the role of residents. Mr. James explained that if there are residents living on the property they have a say in whether a PID is established. Future owners of the property are informed of the PID.

Councilmember Whitaker asked for clarification on Section 8 regarding absence of an amount designated as a maximum assessment for a PID that would be allowed. Mr. James explained the concern was not allowing the assessment to be too large. We need to keep the PID amount flexible to ensure Schertz remains competitive, we don't want to price ourselves out of the market.

Councilmember Brown elaborated on the State regulations regarding PIDs and the administration of it by the county appraisal district. Stated he supported the use of PIDs, great tool to have, and appreciates the work done on the establishment of the policy.

Councilmember Dahle stated Council had asked for this policy a year ago and appreciated the work that went into its development.

Mayor Gutierrez asked for any additional comments and requested a motion to approve Resolution 22-R-118.

Moved by Councilmember Tim Brown, seconded by Mayor Pro-Tem Allison Heyward

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

Passed

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)

Mayor Gutierrez stated for the record that Councilman Michael Dahle had stepped down from the dais. Councilman Dahle is the owner of the property in question, so recused himself from the discussion and had previously signed an affidavit regarding the conflict of interest form.

Mayor Gutierrez read the following into record:

RESOLUTION NO. 22-R-119
A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ,
TEXAS AUTHORIZING A COOPERATION AGREEMENT WITH THE
TEXAS HOME COLLABORATIVE, AND OTHER MATTERS IN
CONNECTION THEREWITH

Mayor Gutierrez asked for a motion to approve Resolution No. 22-R-119.

Moved by Councilmember Tim Brown, seconded by Mayor Pro-Tem Allison Heyward

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

Passed

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)

Mayor Gutierrez stated for the record that Councilman Michael Dahle had stepped down from the dais Councilman Dahle is the owner of the property in question, so recused himself from the discussion and had previously signed an affidavit regarding the conflict of interest form.

Mayor Gutierrez read the following into record:

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.

Mayor Gutierrez recognized Assistant City Manager Brian James who explained that the rezone was to designate the property as a Planned Development District (PDD) for multi-family project. Staff recommended approval stating we want to be a community that is sustainable and that requires a mix of housing options. Concerns regarding the impact on infrastructure have been addressed. Council has approved the Woman Hollering to address the water/waste water concerns, funding has been approved by Council and residents of Schertz to improve FM1518 and to build Fire Station 4. Development has to happen before infrastructure improvements occur.

Mayor Gutierrez opened the public hearing to the residents:

Ms. Jennifer Pugh, 8914 Stage Stem, concern 1.6 parking spaces for each apartment, where will excess cars park. Will they park on residential streets?

Mr. Todd Bishop, 8926 Green Grant, timing of the infrastructure. Estimated completion date for FM1518 is TBD. Construction to begin 5-10 years. Recommended allowing open discussion with public.

Mr. Robert Marks, 12245 Forbach Drive, not opposed to the project. Location is confusing because the area isn't built up enough for lower income families, only thing available is Dollar General, there are no grocery stores, no public transportation in this area. Emergency response time will be delayed due to rapidly growing neighborhoods without the infrastructure support.

Ms. Aubrey Dahle, 9120 E FM1518 N, this issue has been under discussion through Planning and Zoning and brought forward through City Council previously. Property owner feels it is not up to anyone else to decide what is done

Ms. Anika Dahle, 9120 E FM1518 N, owns cattle that often get out of the property onto public road which is safety hazard for the cows as well as drivers and passengers on the road.

Mr. Wayne Ashebrenner, 1200 N Old Bastrop Road, San Marcos, Tx, Broker handling the sale of this property. Reached out to Chris Price. Exhaustive

meetings throughout the past several months to allow public discussion one hosted by Councilmember Whitaker. This is not low income housing, it is workforce housing. Timing is good.

Ms. Karen Dahle, owner of 9120 E FM1518, property in question. Texas provides landowner rights to do with their land as they want. Went through the process, had experts come in to help, talked to neighbors, wants the right to sell.

Ms. Angela Sherrad 8915 Sage Stem, lives directly behind property in question. Social worker who has dealt with families in multifamily housing, concern with the traffic, took 30 minutes to get to the intersection of I-10 and FM1518, concern with legal issues no police officers in the area, takes 15 minutes so will take police officers that long or longer during periods of heavy traffic to respond very concerned that crime will go up in the area.

Mr. Gerald Baldridge, 9323 Winding Bloom, purchased their home and had to agree to restrictions, so property owners don't just get to do what they want. Concerned with crime rate going up. Concerned with the children in the schools in the area. Impressionable kids at an impressionable age. Police response time will be delayed. Would like to see studies on how this type of development has on the schools.

Mayor Gutierrez closed public hearing and recognized the developer to address concerns expressed by the individuals that spoke. Jason Arechiga, 22603 Impala Bend, San Antonio, with the NRP Group, provided a summary of the planned project. They construct and manage the units. Not problem free. Good record of keeping track, zero tolerance of felonies, criminal and credit background checks are done, they worked extensively with the Schertz Housing Authority. Designed to be a community that protects the residents. Gated property with 300 units mix of 1-4 bedroom units, 1.72 parking spaces, and they plan to provide transportation to residents. Offer many residential services to create and enhance the community.

Mayor Gutierrez opened to the Council for discussion.

Councilmember Davis open comment with his biggest concern being the timing of the development with the infrastructure improvements. FM1518 is funded, utility relocation being done, issue with Right of Way with Randolph AFB. Mr. James stated that TXDOT has an alternative plan if they are unable to secure the ROW. He reiterated that there is little doubt that the development will begin before FM1518 is complete. Development and growth around us will not stop and will impact the traffic on FM1518.

Councilmember Whitaker stated that a lot of information gathering has occurred over the past few months. She asked several questions related to the management of the development. Leading with whether residents were required to show some sort of income, to which Mr. Arechiga responded affirmatively. He also stated that the Schertz Housing Authority would be a full partner and

have full say in the occupancy requirements. She also asked how occupancy per unit would be managed? Mr. Arechiga responded with bi-annual inspections, maintenance reviews, being vigilant by seeing whose coming and going. Violations will be addressed. Councilmember Whitaker asked how many staff would be on site? Mr. Arechiga stated a manager, assistant manager, two leasing agents, two maintenance personnel, and roving staff who might work at multiple locations. Councilmember Whitaker also expressed concerns with issues that arose at other properties managed by the NRP Group and asked how these issues would be averted at the development planned for Schertz. Councilmember Whitaker closed her comments with the timing, home market values, planned infrastructure improvements, and school. Hopes that residents do feel that their concerns have been heard.

Councilmember David Scagliola questioned the validity of some of the issues that are being brought to his attention. He expressed the responsibility of resolving issues with the residents falls to the developer. It is not his responsibility. Doesn't believe resolution has been met which makes his job easier.

Councilmember Tim Brown growth is happening faster than imagined. Not a standalone unit in the middle of the field. Everyone wants rural surroundings, but private property rights belong to the owner. Schools are ready. TXDOT is planning ahead for the growth. Schertz has no control over the road construction or the timing of it. More propensity for increased crime for the planned 3,000 single residences than a 300 unit multi-family community.

Mayor Pro-Tem Heyward addressed the issue of workforce housing. Many cities are dealing with the same issue. We must provide housing that our lower wage employees can afford.

Mr. James added that the Planning and Zoning Commission approved this action with a vote of 6-0 at their last meeting.

Mayor Gutierrez asked for a motion to approve Ordinance 22-S-41.

Moved by Mayor Pro-Tem Allison Heyward, seconded by Councilmember Tim Brown.

AYE: Councilmember Mark Davis, Councilmember Jill Whitaker, Mayor Pro-Tem Allison Heyward, and Councilmember Tim Brown.

NAY: Councilmember David Scagliola

Motion passed 4-1.

Roll Call Vote Confirmation

Mayor Gutierrez recognized Deputy City Secretary Sheila Edmondson who provided roll call confirmation on Consent Agenda Items 1, 2, 4 and 5, and Agenda Items 3, 6-9.

Closed Session

Mayor Gutierrez recessed into Closed Session at 8:24 p.m.

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

Mayor Gutierrez reconvened the meeting at 10:11 p.m.

10. Take any action based on discussions held in Closed Session under Agenda Item 8A.
No action required.
11. Take any action based on discussions held in Closed Session under Agenda Item 8B.
No action required.
12. Take any action based on discussions held in Closed Session under Agenda Item 9A.
No action required.

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

No action required.

Roll Call Vote Confirmation

No roll call necessary.

Discussion and Action Items

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

Mayor Pro-Tem Heyward made a motion to accept City Secretary Brenda Dennis' retirement effective October 11, 2022. Seconded by Councilmember Whittaker.

Moved by Mayor Pro-Tem Allison Heyward, seconded by Councilmember Jill Whittaker

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

NAY: Councilmember David Scagliola

Passed

Roll Call Vote Confirmation

Mayor Gutierrez recognized Deputy City Secretary Sheila Edmondson who provided roll call for Item 14.

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.

No further announcements.

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

Councilmember Scagliola asked ACM Brian James to look into the heavy trucks using

Copperas Cove as a thorough fare to Homestead subdivision.

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

Councilmember Scagliola would like to discuss parkland dedications and views on linear parks.

- Announcements by Mayor and Councilmembers

Mayor Pro-Tem Heyward attended the TML Board Meeting and TML Annual Conference.

Councilmember Davis attended the TML Annual Conference.

Councilmember Whittaker attended the TIRZ Board Meeting and attended National Night Out events.

Councilmember Dahle attended National Night Out events.

Councilmember Scagliola attended National Night Out Events and attended the TML Conference.

Councilmember Brown attended National Night Out Events attended the TML Conference.

Adjournment

Mayor Gutierrez adjourned the meeting at 10:18 p.m.

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, Deputy City Secretary

DRAFT

MINUTES REGULAR MEETING October 25, 2022

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on October 25, 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

Absent: Councilmember Tim Brown

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

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. (Councilmember Davis)

Mayor Gutierrez recognized Councilmember Mark Davis who provided the opening prayers followed by the Pledges of Allegiance to the Flags of the United States and the State of Texas.

Presentations:

Dudley Wait-20 Year Service Pin
Richard Kunz-20 Year Service Pin

Mayor Gutierrez recognized City Manager, Dr. Mark Browne. Dr. Browne stated that Officer Kunz began his employment with the City of Schertz Police Department on July 10, 2002. He is a certified instructor and School Resource Office (SRO). Officer Kunz holds a bachelor's degree in Criminal Justice from Southwest Texas State University. Dr. Browne thanked Officer Kunz for serving the City of Schertz with courage and distinction and presented him with his 20-year Service Pin.

Dr. Browne invited Mr. Dudley Wait to the podium. Mr. Wait started with the City of Schertz in June 2001 as the EMS Director at a time when EMS was transitioning from volunteers to positions to a full time paid force. In 2015, he became the Assistant City Manager where he oversaw public safety and public works. When he left the ACM

position in 2018, he remained with EMS in a part-time position. He began his education at Texas A&M University. He became a certified EMT in 1985 and a certified paramedic in 1988. Currently serves as the President on the SSLGC Board which works with the City on water issues. Dr. Browne thanked him for his service to the City of Schertz and presented him with his 20-year Service Pin.

Mayor Gutierrez thanked both employees for their dedicated service to the City of Schertz.

City Events and Announcements

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

Mayor Gutierrez recognized Assistant City Manager Brian James who provided the following information::

Monday, October 31

Trunk-or-Treat at the Station

5:00-8:00 PM

Fire Stations #1, #2, and #3

Tuesday, November 1

Next regular scheduled Council meeting

6:00 PM

Council Chambers

Early Voting Continues

Early Voting continues for the November 8, 2022, General Election until Friday, November 4, 2022. Please check the City's website for locations, dates, and times.

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

None at this time.

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

Mayor Gutierrez stated TXDot is starting construction on FM 1103 on November 1, 2022. Construction is expected to continue for several months.

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 Mayor Pro-Tem Allison Heyward who introduced the following:

Joseph Guidry-Judson ISD, Live Oak, TX. - Mr. Guidry provided information about the two bonds that are on the November 8, 2022.

Ron Henry, 505 Exchange Ave, Schertz, TX. - Mr. Henry asked that the Historical Grant is extended to both sides of Exchange Avenue.

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 1-4 into record.

Mayor Pro-Tem Allison Heyward read Consent Agenda Items 5-9 into record.

1. **Resolution No. 22-R-112** - A Resolution by the City Council of the City of Schertz, Texas authorizing a Memorandum of Understanding between the City of Schertz Economic Development Corporation and the City of Schertz Texas. (M. Browne/ A. Perez)
2. **Resolution No. 22-R-113** - A Resolution by the City Council of the City of Schertz, Texas authorizing a Funding Agreement between the City of Schertz Economic Development Corporation and the City of Schertz Texas for Signalization on Schertz Parkway. (M. Browne/ A. Perez)
3. **Resolution No. 22-R-114** - A Resolution by the City Council of the City of Schertz, Texas authorizing a Funding Agreement between the City of Schertz Economic Development Corporation and the City of Schertz Texas for Redevelopment of Lookout Road. (M. Browne/A. Perez)
4. **Resolution No. 22-R-116** - A Resolution by The City of Schertz City Council authorizing an Interlocal Agreement between the City of Schertz, Texas and the City of Selma, Texas Regarding Funding of Design and Construction of Signalization of the Intersection of Lookout Rd. and Schertz Parkway. (M. Browne / A. Perez)
5. **Resolution No. 22-R-117** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing expenditures associated with the FY 22-23 Vehicle/Equipment Replacement Program and other matters in connection therewith. (B. James/S. McClelland/C. Hernandez)

6. **Resolution No. 22-R-125-** Consideration and/or action approving a Resolution authorizing the City of Schertz to enter into Service Agreements with C3 Environmental and AR6 General Contracting for on-call concrete repair, replacement, and related matters. (B. James/S.McClelland/D. Letbetter)
7. **Resolution No. 22-R-115-** Consideration and/or action approving a Resolution authorizing the City of Schertz to enter into a contract with Brauntex Materials and Vulcan Construction Materials for asphalt, hot mix, and related materials and other matters in connection therewith (B. James/S. McClelland/D. Letbetter)
8. **Resolution No. 22-R-98 -** Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas creating Neighborhood Empowerment Zones along FM 78. (M. Browne/B. James)
9. **Resolution No. 22-R-121 -** Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing a Wastewater Pump and Haul Agreement with Meritage Homes of Texas, LLC. (M. Browne/B. James)

Mayor Gutierrez asked if any items needed to be removed for separate action. Councilmember David Scagliola requested Consent Agenda Items 8 and 9.

Mayor Gutierrez asked for a motion for Consent Agenda Items 1-7.

Discussion and Action Items

8. **Resolution No. 22-R-98 -** Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas creating Neighborhood Empowerment Zones along FM 78. (M. Browne/B. James)

Mayor Gutierrez read the following into record:

RESOLUTION NO. 22-R-98

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS CREATING THE SCHERTZ FM 78 NEIGHBORHOOD EMPOWERMENT ZONE EAST AND THE SCHERTZ FM 78 NEIGHBORHOOD EMPOWERMENT ZONE WEST OF SCHERTZ, TEXAS, AND RELATED MATTERS IN CONNECTION THEREWITH

Mayor Gutierrez recognized Councilmember Scagliola. Councilmember Scagliola stated he believes FM 78 is the gateway to Schertz, but he is concerned with the scope of the empowerment zones. ACM Brian James spoke to the concerns stating that staff are asking only to designate two areas along FM78 as empowerment zones at this time. Tailoring of incentives will come at a later date with input from the residents/owners within those zones.

Moved by Councilmember David Scagliola, seconded by Mayor Pro-Tem Allison Heyward

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

Passed

9. **Resolution No. 22-R-121** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing a Wastewater Pump and Haul Agreement with Meritage Homes of Texas, LLC. (M. Browne/B. James)

Mayor Gutierrez read the following into record:

RESOLUTION 22-R-121

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN AGREEMENT WITH THE DEVELOPER OF THE CARMEL RANCH SUBDIVISION PROJECT FOR SEWER PUMP AND HAUL.

Mayor Gutierrez recognized Councilmember David Scagliola who expressed concerns with pump and haul agreements in general. He stated these agreements create a financial risk for the City.

ACM James addressed the concerns and stated that the City should not be so risk-adverse that they become obstacles to the City moving forward. Dr. Browne, City Manager, added that this request came from the developer in an effort to help the project move forward. Mayor Gutierrez added that they mitigated the risk with the addition of homes to be developed.

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

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

Passed

10. **Ordinance No. 22-S-41**- 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. ***Final Reading*** (B. James / L. Wood / E. Delgado)

Mayor Gutierrez stated that Councilmember Michael Dahle had stepped down from the dias. The subject property for this ordinance is owned by Councilmember Dahle, who has filed the appropriate forms claiming conflict of interest.

Mayor Gutierrez recognized ACM James who stated that the developer for this item has requested a motion to table discussion until the November 1, 2022, City Council Meeting.

Mayor Gutierrez read the Ordinance into record and requested a motion to table the item.

Moved by Councilmember Jill Whittaker, seconded by Mayor Pro-Tem Allison Heyward Applicant has requested to table the item until November 1, 2022.
Motion to Table

AYE: Mayor Pro-Tem Allison Heyward, Councilmember Mark Davis,
Councilmember Jill Whittaker, Councilmember David Scagliola
Passed

11. Resolution No. 22-R-123 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing a Subdivision Improvement Agreement with 1518 Apartments, Ltd. (M. Browne/B. James)

Mayor Gutierrez stated that Councilmember Dahle had not returned to the dias because he is the owner of the land subject to this development. He then recognized ACM Brian James. Mr. James stated this subdivision agreement allows the developer to file platt while working on public improvements. The agreement will provide greater assurance that the City does not take on the cost of the improvement if the developer defaults by requiring a surety bond.

Moved by Councilmember Jill Whittaker, seconded by Mayor Pro-Tem Allison Heyward

AYE: Mayor Pro-Tem Allison Heyward, Councilmember Mark Davis,
Councilmember Jill Whittaker, Councilmember David Scagliola
Passed

Roll Call Vote Confirmation

Mayor Gutierrez recognized Interim City Secretary Sheila Edmondson who provided roll call confirmation on Consent Agenda Items 1-7 and Agenda Items 8-11.

Closed Session

12. The City Council will convene in closed session pursuant to Texas Government Code Section 551.072, deliberation regarding real property, to discuss the purchase, exchange, lease, or value of real property within the City of Schertz, for a public facility.
13. 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.
14. The City Council will meet in Closed Session under Section 551.074 of the Texas Government Code, Personnel Matters, to discuss the vacancy of the City Secretary position.
15. Take any action based on discussions held in Closed Session under Agenda Item 12.
16. Take any action based on discussions held in Closed Session under Agenda Item 13.
17. Take any action based on discussions held in Closed Session under Agenda Item 14.

Reconvene into Regular Session

Roll Call Vote Confirmation

Information available in City Council Packets - NO DISCUSSION TO OCCUR

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

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, Interim City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: December 6, 2022
Department: City Secretary
Subject: Resignations and Appointments to various Boards, Commissions and Committees
- Consideration and/or action approving the Resignation of Mr. Paul Ringenbach as a Regular Member of the Historic Preservation Committee, approve Mr. Miguel Vazquez to the Historical Preservation Committee. (S. Edmondson/Mayor-Council)

BACKGROUND

The City Secretary Department received notice from Mr. Ringenbach indicating that he will retire as a Regular Member of the Historical Preservation Committee.

Staff recommends City Council accept the resignation of Mr. Paul Ringenbach as a Regular Member of the Historical Preservation Committee and appoint Mr. Miguel Vasquez as a regular member of the Historical Preservation Committee.

Attachments

Resignation-Ringenbach

3913 Arroyo Seco
Schertz, TX 78154
November 9, 2022

Brian James
Assistant City Manager
City of Schertz
1400 Schertz Parkway, Bldg. 4
Schertz, TX 78154

Dear Brian,

I appreciate having had the opportunity to serve on the Schertz Historical Preservation Committee for many years. It has been fun and I believe that the Committee has made and will continue to make positive contributions to the citizens of Schertz.

Nonetheless, I wish to retire from the Committee effective November 15, 2022. The addition of new volunteers played a role in my decision as does the enthusiasm and ability of existing Committee members. I thank you personally for what you have done for all of us and for what we have been able to accomplish. Please pass on my thanks to those on the City staff who have assisted us as well.

Best wishes for continued success in making Schertz a great place to call home.

Respectfully submitted,



Paul T. Ringenbach, Ph.D.
Colonel, USAF (Ret.)

CITY COUNCIL MEMORANDUM

City Council Meeting: December 6, 2022
Department: Executive Team
Subject: Approval of the 2023 Master Calendar (B. James/S. Gonzalez)

BACKGROUND

Each year staff drafts a Master Calendar that serves as a planning tool for the upcoming year.

There are a couple items to note which are the dates of the Special Called Council meetings/retreats, which are tentatively planned as follows:

- March 24th – Council Pre-Budget Retreat – location TBD
- August 4th – Council Budget Retreat – location TBD
- November 20th – Council Meeting to Canvass Results of November 7th Election

All above dates are reflected on the 2023 City Council Calendar. The Parks & Recreation Department has finalized their 2023 Event Calendar, which is included as a separate attachment. Additionally, staff has provided a detailed list of scheduled meeting dates for 2023 Council/Boards/Commissions. As in years past, staff recommends Council approval of the Master Calendar with the following considerations regarding City Council meetings:

- Cancel the October 3, 2023 Council Meeting due to Texas National Night Out and the Annual TML Conference
- Cancel the November 7, 2023 Council Meeting due to Election Day
- Cancel the November 21, 2023 Council Meeting due to the Thanksgiving Holiday
- Cancel the December 26, 2023 Council Meeting due to the December Holidays

Dates/times/locations on all documents are subject to change. Staff encourages the community to check www.schertz.com for updated information.

Attachments

2023 Master Calendar
2023 City Council Calendar
2023 Boards and Commissions Information
2023 Parks Event Dates



Council Meeting
 City Holidays (Office Closed)
 Animal Services Advisory Committee
 Planning & Zoning Committee
 Parks & Recreation Advisory Board
 SSLGC
 Economic Development Corporation
 CVLGC
 TIRZ Board
 Library Advisory Board
 Historical Preservation Committee
 Transportation Safety Advisory Committee

Submitted for Approval 12/6/2022



City Council Calendar 2023

JANUARY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	26	27	28	29
30	31					

FEBRUARY						
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MARCH						
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APRIL						
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30						

MAY						
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28	29	30	31			

JUNE						
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JULY						
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30	31					

AUGUST						
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SEPTEMBER						
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OCTOBER						
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29	30	31				

NOVEMBER						
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DECEMBER						
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24	25	26	27	28	29	30
31						

	Council Meeting
	Council Workshop/Retreat
	City Holiday -- City Offices Closed

Dates are subject to change.
Check www.schertz.com for updated information

2023 Council/Boards/Commissions

City Council Meetings

Day: 1st, 2nd, and 4th Tuesdays of the month (see calendar for proposed cancelled meetings)
Time: 6:00 PM
Location: Council Chambers
(Note: The January and February meetings will be held in the Municipal Courtroom due to A/V upgrades being performed in Council Chambers)
Special: November 20th – Canvass Results of November 7th Election

SEDC - Schertz Economic Development Corporation

Day: 4th Thursday of the month
Time: 6:00 PM
Location: Council Chambers Conference Room
(Note: The January and February meetings will be held in the Schertz Library – Meeting Room 1 due to A/V upgrades being performed in Council Chambers)
Exceptions: November 16th and December 21st (3rd Thursday)

Library Advisory Board

Day: 1st Monday of the month
Time: 6:30 PM
Location: Schertz Library - Meeting Room 1
Exceptions: No meeting in July
January 9th and September 11th (2nd Monday)

Parks & Recreation Advisory Board

Day: Bi-monthly on the 4th Monday: January 23rd, March 27th, May 22nd, July 24th, September 25th, November 27th
Time: 5:30 PM
Location: Bob Andrews Conference Room

P & Z – Planning and Zoning

Day: 2nd and 4th Wednesdays of the month
Time: 6:00 PM
Location: Council Chambers
(Note: The January and February meetings will be held in the Municipal Courtroom due to A/V upgrades being performed in Council Chambers)
Exceptions: November 15th (one meeting, 3rd Wednesday)
December 13th (one meeting, 2nd Wednesday)

TSAC – Transportation Safety Advisory Commission

Day: 1st Thursday of the month
Time: 5:30 PM
Location: Council Chambers Conference Room
(Note: The January and February meetings will be held in the Bob Andrews Conference Room due to A/V upgrades being performed in Council Chambers)
Exceptions: No meetings in January, July, or December

SHPC – Schertz Historical Preservation Committee

Day: 4th Thursday of the month
Time: 6:00 PM
Location: Council Chambers
(Note: The January and February meetings will be held in the Bob Andrews Conference Room due to A/V upgrades being performed in Council Chambers)
Exceptions: November 16th (3rd Thursday)
No meetings in July or December

TIRZ Board – Tax Increment Reinvestment Zone

Day: Quarterly on the 2nd Tuesday: January 10th, April 11th, July 11th, October 10th
Time: 4:00 PM
Location: Council Chambers
(Note: The January meeting will be held in the Schertz Library – Meeting Room 1 due to A/V upgrades being performed in Council Chambers)

Animal Services Advisory Committee

Day: Quarterly on the 1st Wednesday: February 1st, May 3rd, August 2nd, November 1st
Time: 6:00 PM
Location: Schertz Animal Services, 800 Community Circle

SSLGC – Schertz/Sequin Local Government Corporation

Day: 3rd Thursday of the month
Time: 1:30 PM
Location: SSLGC Administration Office Building, 108 W. Mountain Street, Seguin TX 78155

CVLGC – Cibolo Valley Local Government Corporation

Day: Bi-monthly on the 4th Thursday: February 23rd, April 27th, June 22nd, August 24th
Time: 8:30 AM
Location: Alternates between Schertz & Cibolo – contact Jackie Gaines jackie.gaines@cvlgc.com
Special: Board Meeting TBD
Joint (Schertz and Cibolo) City Council Meeting TBD, City of Cibolo

Board of Adjustments

Note: Will be held on an as-needed basis
Planning and Community Development will work with City Staff, Board Members, and the Applicant to coordinate the meeting.

Building and Standards Commission

Note: Will be held on an as-needed basis
Planning and Community Development will work with City Staff, Board Members, and the Applicant to coordinate the meeting.

Dates/times/locations are subject to change.
Check www.schertz.com for updated information.

2023 Schertz Parks & Recreation Event List

JANUARY

7-Jan Polar Bear Plunge

FEBRUARY

4-Feb Mother/Son Dance

4-Feb Daddy/Daughter Dance

11-Feb Nature Discovery Series

MARCH

4-Mar Kick Cancer

11-Mar Nature Discovery Series

24-Mar Easter Egg-Stravaganza Water Egg Hunt

APRIL

2-Apr Movin' on Main

7-9-Apr Easter Weekend (camping allowed at Pickrell Park)

8-Apr Nature Discovery Series

16-Apr Spring Kickball League Begins (6 Weeks)

22-Apr Ed-ZOO-cation

29-Apr City Nature Challenge (April 28-May 1)

MAY

13-May Nature Discovery Series

20-May Dark Skies & Fireflies

29-May Memorial Day Ceremony @ Veterans Plaza

JUNE

9-Jun Nature Discovery Series

30-Jun Project Flagline

JULY

4-Jul Jubilee/Parade/Float & Fireworks

6-Jul P&R Month Thursdays (4 Weeks)

8-Jul Nature Discovery Series

AUGUST

3-Aug National Watermelon Day

SEPTEMBER

9-Sep Paws in the Pool

9-Sep Nature Discovery Series

10-Sep Fall Kickball League Begins (6 Weeks)

12-Sep Fall Cornhole Lague Begins (6 Weeks)

16-Sep Ed-ZOO-cation

OCTOBER

7-Oct Dunkin' for Pumpkins

14-Oct Nature Discovery Series

NOVEMBER

11-Nov Nature Discovery Series

17-Nov Hal Baldwin Golf Tournament

30-Nov Deck the City Hall

DECEMBER

2-Dec Holidazzle/Parade

31-Dec New Years Eve

CITY COUNCIL MEMORANDUM

City Council Meeting: December 6, 2022
Department: Police Department
Subject: Resolution No. 22-R-133 - A Resolution by the City of Schertz City Council authorizing an Addendum to the LESO Program State Plan of Operation (SPO), the acknowledging the Certification of Notification for Law Enforcement Agency to Potentially Acquire Controlled Property and other matters in connection therewith. (S. Williams/J. Lowery)

BACKGROUND

The National defense Authorization Act authorizes the Secretary of Defense to transfer excess Department of Defense (DoD) personal property to Federal, state and local Law Enforcement Agencies (LEA) with special emphasis given to counterterrorism. The LESO Program allows LEAs to receive DoD excess property. There is over 13,000 local LEAs who have taken advantage of this unique program. The Schertz Police Department has participated in the LESO (Law Enforcement Support Office) Program for many years. Our current contract was executed in May 2021 and expires in May 2023.

There have been some additional changes to the LESO Program through Executive Order 14074 Section 12 (signed on May 25, 2022), which requires LEAs to execute and submit an Addendum (attached) and acknowledge and complete the Certification of Notification for Law Enforcement Agency to Potentially Acquire Controlled Property (attached). The Executive Order also requires the LESO Program contract and Notice of Certification to be executed annually. In essence, the Certification of Notification is completed by the CLEO (Chief Law Enforcement Officer) acknowledging that the public and the CGB (Civilian Governing Body, i.e., Mayor, City Council, and City Manager) have been notified and provided a comprehensive list of potential controlled property that the Schertz Police Department may request and acquire. Again, we presently have acquired the MRAP and rifles from LESO. The Schertz Police Department will post this on our webpage in English and Spanish no later than November 21, 2022. And, the Addendum's primary edit includes language that specialized equipment, specifically vehicles (MRAP), acquired through the LESO Program will be used exclusively for; disaster-related emergencies, active shooter scenarios, hostage or other search and rescue operations, or anti-terrorism preparedness, protection, prevention, response, recovery, or relief. The Addendum and Certification of Notification needs to be completed by the CLEO and CGB before January 1, 2023, or we must surrender all previously acquired equipment from the LESO Program.

GOAL

To enhance Schertz PD's response capability for a wide spectrum of incidents that occur from acts of nature or man-made.

COMMUNITY BENEFIT

Enhanced response capability that includes but not limited to, water rescue, active shooter, search and rescue, crowd control, and intelligence gathering, by providing Schertz PD access to specialized and expensive equipment/weapons provided at no cost to the taxpayers.

SUMMARY OF RECOMMENDED ACTION

Approval of this Resolution to authorize the City to enter into the Addendum of the LESO program and also to acknowledge the Certification of Notification to the public and City Council.

FISCAL IMPACT

Failure to approve the Addendum and verify the Certification of Notice will result in the mandatory return of any equipment acquired under the LESO program, which presently includes the MRAP and rifles.

RECOMMENDATION

Approval of Resolution 22-R-133.

Attachments

LESO Addendum
LESO Certification of Notificaiton
Resolution



DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092

GPL

August 15, 2022

MEMORANDUM FOR LAW ENFORCEMENT SUPPORT OFFICE (LESO) PROGRAM
PARTICIPATING LAW ENFORCEMENT AGENCY (LEA)

SUBJECT: Addendum to LESO Program State Plan of Operation (SPO)

This addendum amends the existing State Plan of Operation (dated February 2021) between the State and Law Enforcement Agency (LEA) and is herein referred to as the SPO Addendum. The SPO Addendum implements requirements found within Presidential Executive Order (EO) 14074 (Section 12), signed on May 25, 2022. In accordance with current SPO-Paragraph 17, notice is being provided of a unilateral change to the SPO. Unless an LEA takes immediate action to terminate the current SPO, the modifications or amendments will become binding.

1) ROLES AND RESPONSIBILITIES The State Shall:

- a) Ensure each LESO Program participating Law Enforcement Agency (LEA) has signed the LESO-approved SPO Addendum no later than January 1, 2023. The SPO Addendum will be signed by the Chief Law Enforcement Official (CLEO) (or assigned designee), the Civilian Governing Body (CGB), and the current State Coordinator (SC) (or authorized State Point of Contact [SPOC]).
- b) Provide LESO with a comprehensive list of LEAs who do not sign the SPO Addendum by January 1, 2023. LESO will restrict the LEA to ensure LEA may not request or receive "controlled" property as defined within this addendum.

2) MODIFICATION TO DEFINITION OF "CONTROLLED" PROPERTY This SPO Addendum adds the below items to the "controlled" property definitions currently found in the 2021 SPO. These items are added pursuant to EO 14074 which reestablishes EO 13688. In 2017, the Law Enforcement Equipment Working Group (established by EO 13688), further added, deleted and refined the definitions of "controlled" items in their annual equipment list review. Provisions within the 2021 MOA applicable to "controlled" property apply to the items listed below (regardless of DEMIL and/or DEMIL Integrity Code). Title and ownership of the "controlled" property listed below remains with the DoD in perpetuity and will not be relinquished to the LEA (regardless of DEMIL and/or Integrity Code). The LESO retains final authority to determine what items qualify as "controlled" property. The below items listed in Section 1.2 of Law Enforcement Equipment Working Group (LEEWG) Recommendations (as modified in 2017), will be managed and issued as controlled property unless other restrictions or conditions are noted:

- a) *Manned Aircraft, Fixed Wing*: Powered aircraft with a crew aboard, such as airplanes, that use a fixed wing for lift. (Note: These items were previously listed as controlled in LESO Program. Any aircraft without commercial application are prohibited).
- b) *Manned Aircraft Rotary Wing*: Powered aircraft with a crew aboard, such as helicopters, that use a rotary wing for lift. (Note: These items were previously listed as controlled in LESO Program. Any aircraft without commercial application are prohibited).

c) *Unmanned Aerial Vehicles*: A remotely piloted powered aircraft without a crew onboard. (Note: These items are not currently issued in the LESO Program).

d) *Armored Vehicles, Wheeled*: Any wheeled vehicle either purpose-built or modified to provide ballistic protection to its occupants, such as a Mine-Resistant Ambush Protected (MRAP) vehicle or an Armored Personnel Carrier (APC). These vehicles are sometimes used by law enforcement personnel involved in dangerous operating conditions, including active shooter or similar high-threat situations. These vehicles often have weapon-firing ports. (Note: These vehicles were previously considered controlled due to DEMIL code and are now prohibited unless certification requirements in Section 3 are met).

e) *Tactical Vehicles, Wheeled*: A vehicle purpose-built to operate on- and off- road in support of military operations, such as a High Mobility Multi-purpose Wheeled Vehicle (HMMWV), 2.5-ton truck, 5-ton truck, or a vehicle with a breaching or entry apparatus attached. These vehicles are sometimes used by law enforcement in rough terrain or inclement weather for search and rescue operations, as well as other law enforcement functions. This excludes commercially available vehicles not tactical in nature, such as pick-up trucks or SUVs. (Note 1: This is LEEWG modified definition from 2017. Note 2: All tactical vehicles will now be considered controlled, and title will not pass. Note 3: Armored vehicles in this category will be considered prohibited unless certification requirements in Section 3 are met).

f) *Command and Control Vehicles*: Any wheeled vehicle either purpose-built or modified to facilitate the operational control and direction of public safety units responding to an incident. Command and control vehicles provide a variety of capabilities to incident Commander, including, but not limited to, the provision for enhanced communications and other situational awareness capabilities. Command and Control Vehicles are similar to a recreational vehicle and can accommodate multiple people at multiple workstations in the command center. This category does not include SUVs and is not intended for other types of vehicles that could serve as a command-and-control center. (Note 1: This is the LEEWG modified definition from 2017. Note 2: Armored vehicles in this category will be considered prohibited unless certification requirements in Section 3 are met).

g) *Specialized Firearms and Ammunition Under .50-Caliber (excludes firearms and ammunition designed for regularly assigned duties) and less lethal launchers*: Weapons and corresponding ammunition for specialized operations or assignment. This includes launchers specifically designed and built to launch less lethal projectiles. This excludes weapons such as service issued handguns, rifles or shotguns that are issued or approved by the agency to be used by all sworn officers/deputies during the course of regularly assigned duties. (Note 1: This is the LEEWG modified definition from 2017. Note 2: The LESO Program only issues weapons under .50 caliber that are designed for regularly assigned duties).

h) *Explosives and Pyrotechnics*: Includes “flash bangs” as well as explosive breaching tools often used by special operations units. (Note: These items were previously prohibited in the LESO Program and are now specifically prohibited in EO 14074).

i) *Breaching Apparatus*: Tools designed to provide rapid entry into a building or through a secured doorway. These tools may be mechanical in nature (a battering ram connected to a vehicle or a propellant), ballistic (slugs), or explosive. This category does not include dual purpose tools such as a sledgehammer or bolt cutter. (Note: This is the LEEWG modified definition from 2017).

j) *Riot/Crowd Control Batons*: Non-expandable of greater length (more than 24 inches) than service-issued types and are intended to protect its wielder during crowd control situations by providing distance from assailants. This category includes all batons with advanced features such as tear gas discharge, electronic or “stun” capabilities. (Note: This is the LEEWG modified definition from 2017).

k) *Riot Helmets*: Helmets designed to protect the wearer's face and head from injury during melees from projectiles including rocks, bricks, liquids, etc. Riot helmets include a visor which protects the face. (Note 1: The LEEWG removed these items from the controlled list in 2017. Note 2: LESO does not issue Kevlar helmets based on DoD policy).

l) *Riot/Crowd Control Shields*: Shields intended to protect wielders from their head to their knees in crowd control situations. Most are designed for the protection of the user from projectiles including rocks, bricks, and liquids. Some afford limited ballistic protection as well. (Note: This is the LEEWG modified definition from 2017).

3) PROHIBITED ITEMS THAT MAY BE ISSUED FOR LIMITED PURPOSES EO 14074 lists the below items as "prohibited" for issue under the LESO Program; however identifies specific authorized uses for these "prohibited" items if requested, utilized and annually certified as being used only in authorized manners. When utilized in an authorized manner (as indicated in the below example descriptions), the items are categorized as "controlled" property.

a) *Long Range Acoustic Devices (LRAD) that do not have commercial application*- Participating LEAs in the State of Texas, are not authorized to acquire LRAD devices. All requests for these devices, will be denied.

b) *Vehicles that do not have commercial application*- This includes all tracked and armored vehicles, such as a Mine-Resistant Ambush Protected (MRAP), Armored Personnel Carrier (APC), or Armored HMMWV. (Note: This category excludes vehicles with commercial application, such as pick-up trucks, non-armored HMMWVs, 2.5-ton trucks, 5-ton trucks, or SUVs. The LESO Program identifies/defines vehicles with "commercial application" as items with a DEMIL Code of "A" or DEMIL "Q" (with an Integrity Code of 6) that may be sold to the general public under DoD sales programs).

i) *Authorized uses*- EO 14074 allows limited transfer of vehicles that do not have commercial application if the LEA certifies that the vehicle will be used exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief. Any other use of these vehicles is not authorized.

ii) *Annual Certification Requirements*- During the LESO Program annual inventory, LEAs with these vehicles must certify that the vehicle(s) is utilized exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief. An LEAs signature on the SPO Addendum agreeing to these new terms will serve as initial certification.

iii) LEAs that do not have a current SPO Addendum on file by January 1, 2023 or who fail to annually certify that the vehicle(s) use is exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief must return vehicle(s) to DLA Disposition Services.

4) ACQUIRING (OR RETAINING) CONTROLLED PROPERTY The State shall:

a) Review, verify and only submit to LESO for approval, requests for controlled property by LEAs who have current SPO and SPO Addendum on file with the state.

b) Ensure LEAs return controlled property to DLA Disposition Services if the Department of Justice (DOJ) determines or a Federal, State, Tribal, local, or territorial court enters a final judgment finding that the LEA has engaged in a pattern or practice of civil rights violations.

c) Ensure that prior to requesting/acquiring any controlled property, the LEAs:

i) Provide written or electronic notification to the local community of its intent to request controlled property. The notification must be translated into appropriate languages to inform individuals with limited English proficiency. The LESO Program would *recommend* that LEAs provide a notice of intent to request controlled property to the local community on or before January 1, 2023 and at the beginning of each fiscal year (October 1st) thereafter. This notification should include a comprehensive list of any controlled property that may be requested throughout the year. If this notice of intent does not include a specific controlled property item, such item may not be requested in the LESO Program until 30-days after an updated notice is published.

ii) Provide written or electronic notification to the city council or appropriate local Civilian Governing Body (CGB) of its intent to request controlled property and allow “reasonable opportunity to review” (normally 30-days). The LESO Program would *recommend* that LEAs provide a notice of intent to the CGB on or before January 1, 2023 and at the beginning of each fiscal year (October 1st) thereafter. This notification should include a comprehensive list of any controlled property that may be requested throughout the year. If this notice of intent does not include a specific controlled property item, such item may not be requested in the LESO Program until 30-days after an updated notice is published. Requests for controlled property must comport with all applicable approval requirements of the CGB.

(1) The above requirement includes elected Sheriff’s who also shall notify their CGB or city or county government within their jurisdiction.

(2) In cases of disagreement between requesting LEAs and CGB, the Governor appointed LESO Program State Coordinator (SC) will obtain an advisory opinion from the States Attorney General’s Office on whether CGBs are authorized by state law to deny the request.

iii) *Campus LEAs operating in Institutions of Higher Education (IHE)*- LEAs operating in IHEs otherwise referred to as “Campus Police” or “Campus LEAs” must also adhere to the requirements identified below:

(1) Obtain the IHE Board of Governors (or an equivalent body) *explicit approval* for the acquisition of controlled property. Such approval must be evidenced in the Campus LEAs request submitted to the LESO Program. Silence or inaction by the Campus LEAs Board of Governors does not constitute evidence of approval, and the “reasonable opportunity to review” (normally 30-days) standard does not apply to Campus LEA applications.

(2) Certify that their policies and training include specific provisions on using controlled property in a way that does not chill speech, is not disruptive to the educational environment, and does not foster a hostile climate among students.

(3) Campus LEAs who receive controlled vehicles are required to remove the militaristic appearance (i.e., painting the vehicle a different color).

5) REGIONAL SHARING AGREEMENTS LESO Program participants who are part of a regional sharing agreement must also adhere to the following requirements.

a) Participating LEAs in the State of Texas, are not authorized to share or loan any assigned LESO program property to any other LEA, regardless of if they are part of an internal regional sharing agreement with the participating LEA.

6) POLICIES/PROCEDURES LEAs must establish policies/procedures that are consistent with the standards listed below, in order to request or maintain controlled property. LEAs must:

a) Adopt and comply with general policing standards.

i) *Community Policing*- LEA policies/procedures should reflect the concept that trust and mutual respect between police and the communities they serve are critical to public safety. Community policing fosters relationships between law enforcement and the local community which promotes public confidence in LEAs therefore increasing LEA ability to investigate crimes and keep the peace.

ii) *Constitutional Policing*- LEA policies/procedures must emphasize that all police work should be carried out in a manner consistent with the requirements of the U.S. Constitution and federal law. Policies/procedures must include First, Fourth, and Fourteenth Amendment principles in law enforcement activity, as well as compliance with Federal and State civil rights laws. LEA certified law enforcement officers receive training on the rights embodied by such Constitutional Amendments and how these amendments inform policing policies/procedures.

iii) *Community Input and Impact*- LEA policies/procedures must identify mechanisms that LEAs will use to engage the communities they serve to inform them and seek their input about LEAs actions, role in, and relationships with the community. LEAs should make particular efforts to seek the input of communities where controlled property is likely to be used so as to mitigate the effect that such use may have on public confidence in the police. This could be achieved through the LEAs regular interactions with the public through community forums, town halls, or meetings with the Chief, or community outreach divisions.

b) Adopt and comply with controlled property standards.

i) *Appropriate Use of Controlled Property*- LEA policies/procedures must define appropriate use of controlled property; officers who are authorized to use controlled property must be trained on these policies/procedures. LEAs should examine scenarios in which controlled property will likely be deployed, the decision-making processes that will determine whether controlled property is used, and the potential that both use and misuse of controlled property could create fear and distrust in the community. Policies/procedures should consider whether measures can be taken to mitigate that effect (i.e., keep armored vehicles at a staging area until needed) and any alternatives to the use of such property and tactics to minimize negative effects on the community, while preserving officer safety.

ii) *Supervision of Use*- LEA policies/procedures must specify appropriate supervision of personnel operating or utilizing controlled property. Supervision must be tailored to the type of controlled property being used and the nature of the engagement or operation during which the property will be used. Policies/procedures must describe when a supervisor of appropriate authority is required to be present and actively overseeing the property being used.

iii) *Effectiveness Evaluation*- LEA policies/procedures must articulate that the LEA will regularly monitor and evaluate the effectiveness and value of controlled property to determine whether continued deployment and use is warranted on operational, tactical, and technical grounds. LEAs should routinely review after-action reports and analyze any data on, for example, how often controlled property is used or whether controlled property is used more frequently in certain law enforcement operations or in particular locations or neighborhoods.

iv) *Auditing and Accountability*- LEA must establish policies/procedures that are designed to prevent misuse, unauthorized use and/or loss of controlled property. LEA will hold personnel accountable to agree and comply with State, local, Tribal and Federal controlled property use policies/procedures.

v) *Transparency and Notice*- LEA policies/procedures must articulate that LEA will engage the community regarding controlled property, policies/procedures governing its use, and review of “significant incidents” (as defined in Section 8), with the understanding that there are reasonable limitations on disclosures of certain information and law enforcement sensitive operations and procedures.

c) Must adopt and comply with record-keeping requirements for controlled property.

i) Upon LESO request, LEAs must provide a copy of the general policing standards and specific controlled property standards that were adopted, to include any related policies/procedures.

ii) *Record-Keeping Requirement*- LEAs must retain comprehensive training records, either in the personnel file of the officer who was trained or by the LEAs training division or equivalent entity, for a period of at least three (3) years, and must provide a copy of these records, upon LESO request.

7) TRAINING LEAs that request or have acquired controlled property via the LESO Program must establish written policies/procedures for controlled property use, and all personnel who are authorized to use the controlled property will be trained on these policies/procedures. LEAs must:

a) Provide annual training on general policing standards to personnel who may use the controlled property.

b) Provide annual training on property standards to personnel who may use the controlled property.

c) Provide controlled property operational and technical training to personnel and ensure personnel are proficient prior to using controlled property.

d) Provide scenario-based training to personnel that combines constitutional and community policing principles with controlled property specific training. LEA personnel authorizing or directing the use of controlled property should have enhanced scenario-based training to examine, deliberate, and review the circumstances in which controlled property should or should not be used.

8) DOCUMENTATION REQUIRED FOR “SIGNIFICANT INCIDENTS” LEAs must collect and retain the information (described below) when any law enforcement activity involves a “Significant Incident” which requires (or results in) the use of controlled property on the LEAs inventory. A “Significant Incident” is defined as any law enforcement operation or action that involves: 1) a violent encounter among civilians or between civilians and the police, 2) a use-of-force that causes death or serious bodily injury, 3) a demonstration or other public exercise of First Amendment rights, or 4) an event that draws, or could be reasonably expected to draw, a large number of attendees or participants, such as those where advanced planning is needed. LEAs must:

a) Collect and retain documentation for controlled property used in a “Significant Incident” for a minimum of three (3) years after the incident has occurred. The LEA must provide documentation to LESO upon request.

i) Documentation should also be made available to the community the LEA serves in accordance with applicable policies/procedures with exemptions made concerning the disclosure of any sensitive information.

b) No new report or format is required for “Significant Incident” reports so long as information is easily accessible and organized. The required information may already exist in a police report, operations plan, officer daily log, incident report, after-action report or described in a use-of-force report. If required information (annotated below) is contained in a pre-existing reports, the LEA must simply ensure that the report includes information that controlled property was used. Required information is listed below:

- i) Name and quantity of controlled property used, including relevant details such as make/model/serial number of controlled property used.
- ii) Description of the LEA action/operation involving the controlled property.
- iii) Identification of LEA personnel who used and directed the use of the controlled property.
- iv) Identify or describe civilians who were the subject or target of LEA action/operation. For large crowds or multiple persons, the LEA must provide general description of the civilians (i.e., a crowd of approximately 250 people).
- v) Result of the action/operation in which controlled property was used (i.e., arrests, citations, injuries or fatalities, use-of-force, victim extraction, or property damage).

9) ANNUAL CERTIFICATIONS By signing the SPO Addendum, the LEA agrees to the below certification statements. In addition, the LEA must annually certify compliance with the below certification statements during the Annual LESO Program Inventory. LEAs must:

- a) Certify they have authorization from their CGB to participate in the LESO Program.
- b) Certify they have provided their CGB and local community a comprehensive list of controlled property that may be requested through the LESO Program.
 - i) Notification may be made electronically or in writing and must be translated into appropriate languages to inform individuals with limited English proficiency. It is recommended this notification be done on an annual basis.
 - ii) If controlled property is not identified in the comprehensive list provided to the CGB and local community, an updated notification to CGB and local community must be made. The CGB and local community will be afforded 30-days to review what additional items are being requested.
- c) Certify the request for controlled property comports/complies with all applicable approval requirements of the CGB.
- d) Certify they have adopted and comply with controlled property standards (i.e., appropriate use, supervision of use, effectiveness evaluation, auditing/accountability of use, transparency/notice of use, and record-keeping requirements.
- e) Certify they have provided annual training to personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the United States and de-escalation of force.
- f) Certify that LRAD devices are not authorized to be acquired by any participating LEAs in the State of Texas.

- g) Certify that controlled property vehicle(s) are utilized exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief.
- h) Certify that controlled property requiring a license (or other authorization), is only utilized by personnel who hold license (or other authorization) to operate such property.
- i) Certify that controlled property will be returned to DLA Disposition Services when no longer needed.
- j) Certify that they are abiding by the current LESO Program SPO and SPO Addendum, and maintain a signed copy of these documents on file.
- k) Certify the Application for Participation on-file with LESO Program is current and accurately reflects the number of officers in the agency when fully staffed. (Note: If Application for Participation is not accurate, LEA must provide an updated Application for Participation to State Coordinators Office).
- l) Certify they are compliant with LESO Program allocation limits. (Note: Property allocation limits are based on the number of officers at an LEA when fully staffed).
- m) Certify that they agree to return the controlled property if the Department of Justice (DOJ) determines or a Federal, State, Tribal, local, or territorial court enters a final judgment finding that the LEA has engaged in a pattern or practice of civil rights violations.
- n) *Campus LEAs (as described in Section 4)* must also certify that their policies and training include specific provisions on using controlled property in a way that does not chill speech, is not disruptive to the educational environment, and does not foster a hostile climate among students.
- o) *Program participants who are part of a regional sharing agreement (as described in Section 5)*, must also certify that the State of Texas does not authorize participating LEAs to share or loan any LESO assigned property to any other LEA, regardless of if they are part of an internal regional sharing agreement with the participating LEA.


10) SAVINGS CLAUSE/INTERPRETATION Nothing in this SPO Addendum shall be construed to impair or otherwise affect the requirements under the existing SPO between the State and LEA (dated February 2021), unless expressly amended herein. To the extent there is a disagreement concerning the interpretation of this SPO Addendum or the extent this SPO Addendum affects requirements under the existing SPO, the disagreement shall be resolved at the exclusive discretion of the LESO Program.

11) AGREEMENTS OF PARTIES By signing this SPO Addendum, the State and LEA acknowledges and accepts these changes. The SPO Addendum must be signed by LEAs no later than January 1, 2023 to remain eligible for LESO Program participation. The changes contained in this SPO Addendum are acknowledged and accepted by the following:

Governor-appointed State Coordinator State of Texas

Title (Print): Chief, Crime Records Division, Texas Dept of Public Safety

Name (Print): Michelle Farris

Signature (Sign):  Date (MM/DD/YYYY): 10/4/2022

Law Enforcement Agency Name: Schertz Police Department

Chief Law Enforcement Official (CLEO) Title (Print): Chief of Police

Name (Print): James W. Lowery Jr.

Signature (Sign): _____ Date (MM/DD/YYYY): _____

Civilian Governing Body (CGB) Title (Print): City of Schertz City Manager

Name (Print): Steve Williams

Signature (Sign): _____ Date (MM/DD/YYYY): _____



Certification of Notification for Law Enforcement Agency to Potentially Acquire Controlled Property

To: Texas LESO Program Manager
Texas Department of Public Safety
5805 N. Lamar Blvd MSC 0218
Austin, Texas 78752

I do, hereby certify that the City of Schertz Police Department
has notified the public and the Civilian Governing Body (CGB) that it may potentially request and acquire any controlled property deemed necessary contained on the comprehensive list outlined below, from the Law Enforcement Support Office (LESO) Program within the following fiscal year.

Hereafter, the law enforcement agency named above, will notify the public and the Civilian Governing Body (CGB) no later than July 1 of each consecutive year, by providing an updated comprehensive list of controlled property that it may potentially request and acquire in the following fiscal year.

Weapons (pistols, shotguns, long rifles), Weapon modification kits, Weapon parts, Training Weapons. Aircraft (Fixed & Rotary), Aircraft parts, Armored Vehicles (MRAPs, Peacekeepers, Armored HMMWVs & NTAVs), Vehicle parts, Weapon-mounted optics & lasers, Handheld Optics & lasers, Night Vision Devices (including thermal equipment), Optical & sighting equipment (range finders, boresights etc), Tactical cargo vehicles (HMMWV, Cargo trucks), Watercraft, Unmanned Ground Vehicles (all robots), Wheel assemblies, Tools (hand, pneumatic & power), Purpose-built Handheld Breaching Equipment, Decontamination Equipment, Computers & peripherals, Camouflage & deception equipment, Radio & Telephone Equipment, Generators, Lighting & observation towers, Riot gear (helmets, face shields, fixed batons over 2 ft., wearable gear & shields), Capability Sets, and Camera Sets.

Signed and certified, this _____ day of _____ 2022.

Chief Law Enforcement Official (CLEO)

James W. Lowery Jr., Chief of Police

(Print Name & Official Title)

(Signature)

RESOLUTION NO. 22-R-133

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A STATE PLAN OF OPERATION AGREEMENT WITH DEFENSE LOGISTICS AGENCY (“DLA”) AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the “City”) has recommended that the City enter into a State Plan of Operations agreement with Defense Logistics Agency relating to the Law Enforcement Support Office (“LESO”) Program and

WHEREAS, the LESO program provides enhanced response capability by granting access to specialized and expensive equipment to the Schertz Police Department; and

WHEREAS, this program provides the equipment at no cost to the City and/or Tax Payers; and

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Defense Logistics Agency pursuant to the State Plan of Operation Agreement attached hereto as Exhibit A (the “Agreement”).

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Agreement with DLA in substantially the form set forth on Exhibit A.

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

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

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

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

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

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

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

PASSED AND ADOPTED, this 6th day of December, 2022.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, Interim City Secretary

(CITY SEAL)

EXHIBIT A

_____ AGREEMENT

CITY COUNCIL MEMORANDUM

City Council Meeting: December 6, 2022
Department: Engineering
Subject: Resolution No. 22-R-138 – 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 \$330,000 for the Lookout Road Reconstruction Project. (B. James/J. Nowak)

BACKGROUND

The City is currently completing the Tri-County Reconstruction Project, which included replacement of a portion of sanitary sewer main in order to provide additional capacity for future development. The project included reconstruction and sanitary sewer main replacement in Lookout Rd between Tri-County Parkway and Doerr Lane. The project was funded by the Schertz Economic Development Corporation.

In order to provide the additional sewer capacity identified in the Tri-County Reconstruction Project, additional sanitary sewer main must be replaced. The remainder of the sanitary sewer main in Lookout Road needs to be replaced to its connection point at Schertz Parkway. Similar to Tri-County Parkway, Lookout Road has a low Pavement Condition Index (PCI) score. The current PCI score for Lookout ranges between 10 and 24, placing the street in the “Serious” category. This category is one step above the “Failed” category.

The Schertz Economic Development Corporation (EDC) has funding allocated to reconstruct Lookout Road and replace the sanitary sewer main between Doerr Lane and Schertz Parkway. The EDC has provided funding to the City of Schertz for this purpose. This proposed project would essentially extend/build upon the work being completed now in the Tri-County Reconstruction Project.

The first step is to achieve this goal is to design the construction project. Of the City’s on-call firms, Staff selected Halff Associates to perform this task. Halff has the capability for this professional engineering design work and is familiar with the project area due to their work on the Tri-County Reconstruction project. Halff is also currently designing a new traffic signal for the Schertz Parkway/Lookout Rd intersection. Having them also do this design will help ensure both efforts are coordinated. Staff contracted Halff and worked with them to create a scope and fee Task Order Agreement to design the reconstruction and sanitary sewer line replacement project.

GOAL

To obtain authorization from City Council to execute a Task Order Agreement with Halff Associates to design a project to reconstruct Lookout Road and replace the sanitary sewer main between Doerr Lane and Schertz Parkway.

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

Authorize execution of the Task Order Agreement with Halff Associates, for \$300,732.50 and a not to exceed amount of \$330,000.

FISCAL IMPACT

Funding for the project will come from the Schertz Economic Development Corporation.

RECOMMENDATION

Staff recommends Council approve Resolution 22-R-138 and authorize the City Manager to execute the Task Order Agreement with Halff Associates for \$300,732.50 and a not to exceed amount of \$330,000 for the Lookout Road Reconstruction project design.

Attachments

Resolution

Exhibit A

RESOLUTION NO. 22-R-138

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EXPEDITURES WITH HALFF ASSOCIATES, INC., TOTALING NO MORE THAN \$330,000, FOR PROFESSIONAL ENGINEERING-RELATED SERVICES ON THE LOOKOUT ROAD RECONSTRUCTION PROJECT, AND OTHER MATTERS IN CONNECTION THEREWITH

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

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

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

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

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Halff Associates, Inc. pursuant to the On-Call Task Order Agreement attached hereto as Exhibit A (the “Agreement”) up to a maximum total aggregate amount of \$330,000.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Task Order Agreement with Halff Associates, Inc. in accordance with their approved Master Agreement in substantially the form set forth on Exhibit A in the amount of \$300,732.50 and authorize the City Manager to execute and deliver the Task Order in a not to exceed total aggregate amount of \$330,000.00.

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

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

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

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

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

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

PASSED AND ADOPTED, this 6th day of December, 2022.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, Interim City Secretary

(CITY SEAL)

EXHIBIT A

TASK ORDER NO. 12 SERVICES AGREEMENT

Task Order

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

1. Background Data

- a. Effective Date of Task Order: TBD
- b. Owner: City of Schertz
- c. Engineer: Halff Associates, Inc.
- d. Lookout Road Reconstruction (0.65 Miles)
- e. Specific Project (description):
 - Reconstruct Lookout Road from Doerr Lane to Schertz Parkway to include 42-foot flexible pavement section utilizing existing curb and gutter,
 - Upsize and Replace existing sewer lines with 18-inch sewer lines along the same corridor.

2. Services of Engineer

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

A. Design Phase (90%)

1. As deemed necessary, meet with OWNER officials to discuss the Project.
2. CONSULTANT will assist the CITY during public involvement meetings for up to three (3) meetings and will provide up to three (3) exhibits to used for coordination in those meetings.
3. CONSULTANT will verify potential utility conflicts utilizing the utility data collected by survey through 811 locate services will only contact utility companies on a as needed basis. All utilities will be shown on paving and utility design plans but no individual utility map will be provided.
4. Perform field survey required to establish apparent existing right-of-way or easement boundaries (but not right-of-way acquisition surveys) and site topography required to collect information needed in the design of the Project; establish or locate at least two Benchmarks set to U.S. Coast and Geodetic Survey Datum within the job site in accordance with sound engineering practices. Establish or locate at least two additional Benchmarks set to U.S. Coast and Geodetic Survey Datum for the job site outside the limits of construction in accordance with sound engineering practices. Topographic survey will be collected at 50-

foot cross sections to develop existing planimetrics and contours. No right of entry agreements are anticipated for this project since all improvements are to remain within the ROW. Show on the preliminary plan existing topographical features including improvements within and outside the right-of-way necessary for the design of the Project. Survey must include all visible utilities and tying of utility-locate paint markings by 811 within the survey area for underground utilities. Provide the necessary number of control points/benchmarks on the ground for the Project and ensuring the horizontal and vertical control correspond with the design plans.

5. Perform the high-level hydrologic analysis of the existing conditions to assess existing surface drainage impacts on pavement. The necessary data collection, hydrology analysis and preparation of a technical memo are included in this task. No drainage design is anticipated or included in this task.
8. When applicable, show adequate existing property line elevations, proposed top of curb elevations, proposed top of channel elevations and adequate proposed flow line elevations on the profiles.
9. Include street and drainage cross sections for every 50-foot stations (plus any intermediate stations if field conditions so dictate) at a scale of 1" = 20'-0" horizontally and 1" = 10'-0" vertically unless otherwise directed by the City Engineer. These designs must combine the application of sound engineering principles with a high degree of economy. Design standards of other agencies, when approved by CITY, must be used when so directed by the City Engineer.
10. Unless directed otherwise by the City Engineer, provide roadway and drainage drawings that include, but are not limited to, plan and profile sheets with the plan portion at a scale of 1" = 40' - 0" and the profile portion at a scale of 1" = 40'-0" horizontally and 1" = 10'-0" vertically. All scales should be conveniently located on each sheet and have the scaled number ratios on corresponding horizontal or vertical scales readily noticeable. All drawings must be submitted on standard 11" by 17" sheets (untrimmed).
11. Develop a plan and profile view set of drawings for the approved recommended sewer alignments in sufficient detail to clearly indicate the problems involved, including approximate locations of existing utilities within the Project site or ROW, and anticipated design to minimize conflicts, as applicable.
12. Prepare a by-pass flow data layout sheet. The sheet shall include existing and proposed sewer mains and manholes within and around the project limits.
13. Ensure that project drawings include, but not be limited to, plan and profile sheets with the plan view at a scale of 1"=40' horizontal and a profile view at a scale of 1"=10' vertical on a standard sheet size of 11"x17". All design drawings shall be submitted on 11"x17", unless stated otherwise.
14. Furnish a Storm Water Pollution Prevention Plan ("SW3P") and Best Management Practices Plan for control of erosion during and after construction.
15. Prepare a Traffic Control Plan ("TCP") and a plan for pavement markings, signing, and delineators on 11" x 17" plan sheets.
16. If applicable, prepare a request for any design exceptions, including all information necessary to support the request, and submit them to the City Engineer for review and approval.
17. Identify all temporary and permanent easements and/or ROW if applicable.
18. Identify and notify all affected utilities and coordinate plans for utility relocation (if applicable). CONSULTANT must maintain a record of all utility contacts and submit them to CITY.
19. Furnish CITY with one paper copy and one Adobe Acrobat PDF Copy of the Roadway Design Phase (90%) plans and supporting documents, including any and all of those mentioned immediately above. Upon review and approval of the plan and supporting documents, CITY will furnish to CONSULTANT, in writing, approval of the plan and cost estimate and authority to proceed with the Final Design Phase of the Project.

B. Final Design Phase (100%)

1. Prepare detailed Agreement drawings, specifications, instructions to bidders, general provisions, proposal and other documents necessary for CITY to advertise for bids, all based on guides furnished CONSULTANT by CITY after authorization has been received from the City Engineer to proceed with the final plans.
 - a. Street cross sections must be included for every 50-foot station (plus any intermediate stations if field conditions so dictate) at a scale of 1" = 20' – 0" horizontally and 1" = 10' – 0" vertically unless otherwise directed by the City Engineer. These designs must combine the application of sound engineering principles with a high degree of economy. Design standards of other agencies, when approved by CITY, must be used when so directed by the City Engineer.
 - b. Detailed specifications will be developed using the City of Schertz Standard Specifications for Public Works Construction, and any other necessary special specifications.
 - c. A specimen copy of standard general provisions, instructions to bidders, and applicable prevailing wage rates will be furnished to CONSULTANT by CITY for incorporation in the specifications for the proposed Project.
2. Prepare a project construction schedule.
3. Prepare and furnish to CITY, one SW3P manual for use during construction.
4. Coordinate plan development with the utility relocation plans of all affected utilities. CONSULTANT must maintain a record of all utility contacts and submit them to CITY. CONSULTANT must arrange all necessary utility coordination meetings. CONSULTANT must provide each utility with a copy of any sheets changed during the Final Plan review process for comment.
5. Prior to the actual printing and delivery of the final plans and specifications, provide one PDF proposal submit to Engineering Section of the Public Works Department for approval or correction as may be deemed necessary. If the plans as submitted by CONSULTANT for final review are deemed by the City Engineer to be incomplete and another review is justified, CONSULTANT shall make the corrections as specified and resubmit one set of revised sheets only and one complete set of Adobe Acrobat PDF files for this review. CONSULTANT shall bear the expense of the additional set of revised sheets and PDF files required for this review.

Upon review and written approval of the advance copies, CONSULTANT shall provide and submit to the City Engineer two sets of Plans and Specifications. CONSULTANT shall also provide plans in digital format on a CD with each sheet in a separate file with the file name being the sheet number. PDF files must be exact copies of the hard copies.

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

C. Bid Phase:

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

D. Construction Phase:

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

E. SUPPLEMENTAL SERVICES

1. **SUE LEVEL B** - The CONSULTANT will provide Subsurface Utility Engineering (SUE) services for Level B designation to locate underground utilities.

Quality Level-B Utility Designating:

Halff will designate the approximate horizontal position of conductive/toneable utilities within the project limits using geophysical prospecting equipment and mark using paint and/or pin flags. We anticipate the designation of approximately 3,300 linear feet of utilities including buried communication, electric, natural gas, traffic signal, water, waste water/sanitary sewer, and storm drain/storm sewer. Designation of irrigation lines, HDPE lines, gathering lines, asbestos concrete and/or pvc lines, as well as pvc lines without tracer wire or access are not part of this Scope of Services.

Because of limited utility record information and the possibility of non-conductive/un-toneable utilities, Halff cannot guarantee all utilities will be found and marked within the project limits.

Quality Level-C Surveying:

Quality Level-B Utility Designation paint markings, pin flags, and above ground utility appurtenances as well the iron rod with cap or "x-cut" for Quality Level-A Test Holes will be surveyed and tied utilizing project survey control provided by the City of Schertz.

Quality Level-D Records Research:

Available Records will be provided to Halff by the City of Schertz. Halff will perform additional utility record research as needed to successfully complete the project.

Because there are situations where the utility does not have a metallic composition, a metallic tracer line attached, or access to insert a tracer line, the approximate location of the utility may be determined by the use of utility records and direct correspondence with the utility owner/representative. In these areas, the information will be considered Quality Level-D, depicted according to utility record information only.

SUE Field Manager / Professional Engineer:

A SUE Field Manager will be on-site for a portion of this project for field crew supervision, field quality control, and coordination with on-site personnel. A Professional Engineer will be responsible for QA/QC, management of the contract, coordination with the project team and signing the final deliverables if required.

SUE Deliverables / CADD:

Deliverables for the Quality Level-B 2D Utility Designation will be 11-in. x 17-in. SUE plan sheets depicting the findings of the investigation. Deliverables for the Quality Level-A Test Hole excavations will be a 8.5-in. x 11-in. Test Hole Data Form for each Test Hole performed indicating depth, size, location, and other notable characteristics of the utility. Electronic files will be provided in MicroStation and/or AutoCAD format along with PDFs and photos.

Right-of-Entry:

Right-of-Entry is not part of this Scope of Services as work is anticipated within the existing road right-of-way. If right-of-entry is required, it will be performed and provided to Halff by the City of Schertz. Halff will coordinate with property owner(s) once right-of-entry has been obtained.

Permitting:

Street Cut permits will be coordinated with the City of Schertz as required.

Work Zone Traffic Control:

Halff will provide standard temporary work zone traffic control consisting of cones and free-standing signage for this project in accordance with the TMUTCD. As exact test holes locations are unknown, certified traffic control such as lane closure(s), flag person(s), changeable message board(s), and/or arrow board(s), if needed or required by the City of Schertz, will be provided by a certified traffic control provider such as Flasher.

This Scope of Services does not include an engineered traffic control plan and if required for permit approval, Halff will notify the City of Schertz and submit a supplemental agreement for authorization prior to proceeding with additional work.

If an engineered traffic control plan is required for permit approval or if unique traffic control conditions exist, Halff will notify the City of Schertz and submit a supplemental agreement for authorization prior to proceeding with additional work.

Schedule:

Halff will complete the Quality Level-B Utility Designation investigation within Thirty (30) calendar days upon receipt of written notice to proceed from the City of Schertz.

Halff will complete the Quality Level-A Test Hole services within Thirty (30) calendar days upon receipt of the test hole layout from the City of Schertz and approved permits.

Due to uncontrollable factors such as ground conditions, weather, and safety hazards, Halff reserves the right to request more time to facilitate field efforts should one of these circumstances exist.

Work performed in the right-of-way shall be performed Monday through Friday, 9 am to 4 pm and Saturday and Sunday, 7 am to 7 pm barring foul weather.

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

Quality Level-A Utility Test Holes (Vacuum Excavation):

Up to three (3) test holes will be performed on various utilities at locations specified by the City of Schertz. Halff will cut up to a 12" square test hole, excavate down to utility, record the depth to top of utility, backfill & compact the hole, and restore the surface to its original condition. An iron rod with cap or "x-cut" will be set to mark the approximate centerline location of the utility. A jackhammer will be utilized for work to be performed in asphalt and concrete areas. This Scope of Services includes all test holes being performed under one (1) mobilization.

If test holes are requested on non-conductive/untonable utilities depicted as Quality Level-D where the horizontal location is assumed, Halff will coordinate with Client and respective utility owner, on-site personnel if private property and available records to pinpoint the location to perform the test hole. Due to the concrete/ground conditions, one (1) attempt shall be made, which may or may not expose the subject utility. Should the utility not be exposed, Halff will coordinate with the City of Schertz for direction on digging additional test holes if required and shall be compensated for each test hole dug.

3. **GEOTECHNICAL REPORT** – The consultant will secure the services of Raba Kistner to perform the geotechnical services outlined in Exhibit A (attached).

3. Owner's Responsibilities

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

4. Task Order Schedule

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

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

5. Payments to Engineer

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

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

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

6. Terms and Conditions

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

The Effective Date of this Task Order is to be determined

OWNER:

By: _____

Print Name: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

Email
Address: _____

Phone: _____

ENGINEER:

By: _____ 

Print Name: Marcos Díaz, PE

Title: Public Works Team Leader

Engineer License or Firm's: F-312

State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

Email
Address: _____

Phone: _____

EXHIBIT A

GEOTECHNICAL SCOPE OF WORK



211 Trade Center, Suite 300
New Braunfels, TX 78130

P 830.214.0544
F 830.214.0627
TBPE Firm F-3257

WWW.RKCI.COM

Proposal No. PNA22-086-00
October 19, 2022

AUTHORIZATION FORM

I HEREBY AGREE TO THE TERMS AND CONDITIONS OF THIS AUTHORIZATION FORM, INCLUI
AND AUTHORIZE RABA KISTNER CONSULTANTS, INC. (RKCI) TO PERFORM THE FOLLOWING SERVICE(S):
Complete a geotechnical investigation and provide recommendations in a report for the Lookout Road
Reconstruction in Schertz, Texas as described in Attachment II – Scope of Work.

LOCATION WHERE SERVICES ARE TO BE PERFORMED: Schertz, Texas

NAME OF RESPONSIBLE PARTY (CLIENT) THAT APPROVES PAYMENT OF ABOVE SERVICES:

Mr. Marco Diaz, P.E./Halff Associates, Inc.

LUMP SUM COST: \$15,436.50

Our invoices are due and payable upon receipt at PO Box 971037, Dallas, Dallas County, Texas 75397-0137. All parties hereby agree that this contract upon acceptance will be performable in Guadalupe County, Texas. Our services will be performed in accordance with this letter agreement and the attachments. Please sign, date, and return one signed copy of this form to provide our firm with written authorization.

SIGNATURE:	X	DATE:	
PRINTED NAME:	Mr. Marcos Diaz, P.E.		
COMPANY NAME:	Halff Associates, Inc.		
COMPANY ADDRESS:	100 Northeast Loop 410, Suite 200		
CITY, STATE, ZIP:	San Antonio, Texas 78216-4741		
PHONE NUMBER:	210.704.1359	FAX NUMBER:	
E-MAIL:	MDiaz@Halff.com		

RABA KISTNER CONSULTANTS, INC.

T. Ian Perez, P.E.
Vice President

TIP/alg

Attachments: I – Standard Terms and Conditions
II – Scope of Work
III – Fee Estimate



CONSULTANTS • ENVIRONMENTAL • PROJECT MANAGEMENT • INFRASTRUCTURE

EXHIBIT A

GEOTECHNICAL SCOPE OF WORK

Proposal No. PNA22-086-00
October 19, 2022

ATTACHMENT II

Raba Kistner, Inc. Scope of Work

Lookout Road Sanitary Sewer Improvements Schertz Parkway to Doerr Lane Schertz, Texas

Project Description

To be considered in this study is approximately 3,500 linear feet of sanitary sewer improvements extending from Schertz Parkway to Doerr Lane in Schertz, Texas (Guadalupe County). It is our understanding that the average existing sewer depth is 15 ft. The proposed scope of work includes curb to curb pavement reconstruction over the same project limits.

The general purpose of our study is to perform a geotechnical investigation of the subsurface soils along the alignment; to perform field and laboratory testing; and to prepare a report presenting our findings as well as recommendations for deep utility installation, backfill, trench stability, and pavement reconstruction.

As part of our study, we proposed drilling 6 borings along the subject alignments (approximate 700 ft spacing). We proposed drilling the borings to a maximum depth of 20 ft below the existing grade.

Traffic control will be required for the field portion of this study and 1-1/2 days of traffic control has been included in the fee. We have assumed that no permits will be required from the City Schertz to perform our field operations or that the City will waive any permit requirements. If permits are required and we are engaged to obtain the permits, our coordination time and fees will be in addition to those included in this scope and fee. Raba Kistner will locate the borings and will submit utility clearance requests to Lonestar 811, but it is expected that the client will provide any available utility drawings along the subject roadways.

Once the field and laboratory portion of our project is complete, we will utilize the results to prepare the recommendations. The results of our field and laboratory results will provided in a written engineering report along with utility installation, backfill/trenching, and pavement reconstruction recommendations and construction considerations. In order to prepare the pavement recommendations, traffic information will need to be provided to our office In addition, we will provide construction considerations regarding groundwater and trench sloughing issues which are currently an issue for the adjacent reconstruction section

* * * * *

EXHIBIT B - FEE SCHEDULE

Lookout Road - City of Schertz
Estimated Level of Effort for Intermediate and Final Design, and Construction Phase Services

POSITION DESCRIPTION		Sr. Project Manager/QAQC	Project Manager/ Sr. Lands Arch	Mid Project Engineer	Engineer EIT/ Lands Arch	Sr. GIS	Survey Technician	Admin Assistant	SUE Designating	RPLS Manager	SUE Field Manager	SUE/Survey Crew 2-man	SubConsultant Fee	Total Labor hrs.	Cost
BILLABLE LABOR RATES		\$265.00	\$220.00	\$190.00	\$135.00	\$125.00	\$135.00	\$80.00	\$135.00	\$235.00	\$186.00	\$180.00	Lump Sum		
INTERMEDIATE DESIGN PHASE SERVICES (90%)															
1) Engineering Services															
	Project Administration and Coordination														
	1. Project Management	2	32	24										58	\$12,130.00
	2. Public Involvement Meetings (1 meeting, 3 exhibits)	3	3	3	6									15	\$2,835.00
	3. Prepare Monthly Invoices and Progress Reports (Assumes 10 Invoices)		5	5				10						20	\$2,850.00
	Roadway Design (90%)														
	1. Develop Roadway Geometry (Horizontal & Vertical)		1	8	12									21	\$3,360.00
	2. Develop Typical Sections		2	4	10									16	\$2,550.00
	3. Develop Removal Plan Layout Sheets		2	24	24									50	\$8,240.00
	4. Develop Title Sheet, Index Sheet, and Project Layout Sheets		1	4	8									13	\$2,060.00
	5. Develop Roadway Plan & Profile Layout Sheets	2	8	24	60									94	\$14,950.00
	6. Develop Traffic Control Plan Layout Sheets	1	4	24	40									69	\$11,105.00
	7. Develop Traffic Control Sequence of Construction & Narrative		1	8	4									13	\$2,280.00
	8. Develop Intersection Layouts		1	8	24									33	\$4,980.00
	9. Develop Cross Sections		2	24	32									58	\$9,320.00
	10. Develop Roadway Quantity Summaries		1	6	12									19	\$2,980.00
	11. Develop Construction Cost Estimate	1	2	8	8									19	\$3,305.00
	Utility Design/Coordination (90%)														
	1. Utility Design/Coordination Meetings														
	a. Utility Design/Coordination Meetings (Assumes 1 Meetings Total)		8	8										16	\$3,280.00
	b. Coordination of Utility Adjustments			8	16									24	\$3,680.00
	c. Technical Assistance and Meeting Exhibits		4		16									20	\$3,040.00
	2. Develop Utility Tracking Report			2	8									10	\$1,460.00
	3. Utility Investigation (As-Built's, Field Observations)			4	8									12	\$1,840.00
	4. Prepare Sewer Plan and Profile	1	4	32	54									91	\$14,515.00
	5. Prepare Schematic Bypass Plan			4	12									16	\$2,380.00
	6. Develop Construction Cost Estimate		1	2	4									7	\$1,140.00
	Drainage (90%)														
	1. Hydrologic Data Collection, Review, and Analysis		2	8	20	4								34	\$5,160.00
	2. Prepare Existing Watershed Maps		1	6	12	4								23	\$3,480.00
	3. Develop Drainage Technical Memo		2	24	16									42	\$7,160.00
	4. Develop SW3P Layouts		1	12	20									33	\$5,200.00
	Signing and Pavement Markings (90%)														
	1. Develop Signing/Striping Layout Sheets		2	16	24									42	\$6,720.00
	2. Prepare Signing/Striping Quantity and Plan Summaries		1	2	4									7	\$1,140.00
	Total Hours	10	91	302	454	8	0	10	0	0	0	0		875	
SUMMARY															
	HOURS SUB-TOTALS	10	91	302	454	8	0	10	0	0	0	0		875	-
	BILLABLE RATE PER HOUR	\$265.00	\$220.00	\$190.00	\$135.00	\$125.00	\$135.00	\$80.00	\$135.00	\$235.00	\$186.00	\$180.00			-
	TOTAL - Engineering Services (Roadway Design Phase)	\$2,650.00	\$20,020.00	\$57,380.00	\$61,290.00	\$1,000.00	\$0.00	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$143,140.00
2) Surveying Services															
	1. Record Research, Develop Base Map, and Establish Apparent ROW		1				10			3		10		24	\$4,075.00
	2. Establish Project Control and Develop Topographic Survey, Culverts, Storm Sewer, Utilities		1				16			2		25		44	\$7,350.00
	3. Tie Existing Surface Utilities and Locate Markings						4					15		19	\$3,240.00
	4. Provide Control Sheets		2				6			4				12	\$2,190.00
	5. Collect, Inventory and Photograph Existing Signs		1									6		7	\$1,300.00
	Total Hours	0	5	0	0	0	36	0	0	9	0	56		106	
SUMMARY															
	HOURS SUB-TOTALS	0	5	0	0	0	36	0	0	9	0	56		106	-
	BILLABLE RATE PER HOUR	\$265.00	\$220.00	\$190.00	\$135.00	\$125.00	\$135.00	\$80.00	\$135.00	\$235.00	\$186.00	\$180.00			-
	TOTAL - Surveying Services	\$0.00	\$1,100.00	\$0.00	\$0.00	\$0.00	\$4,860.00	\$0.00	\$0.00	\$2,115.00	\$0.00	\$10,080.00	\$0.00		\$18,155.00

EXHIBIT B - FEE SCHEDULE

Lookout Road - City of Schertz
Estimated Level of Effort for Intermediate and Final Design, and Construction Phase Services

POSITION DESCRIPTION		Sr. Project Manager/QAQC	Project Manager/ Sr. Lands Arch	Mid Project Engineer	Engineer EIT/ Lands Arch	Sr. GIS	Survey Technician	Admin Assistant	SUE Designating	RPLS Manager	SUE Field Manager	SUE/Survey Crew 2-man	SubConsultant Fee	Total Labor hrs.	Cost
BILLABLE LABOR RATES		\$265.00	\$220.00	\$190.00	\$135.00	\$125.00	\$135.00	\$80.00	\$135.00	\$235.00	\$186.00	\$180.00	Lump Sum		
FINAL ENGINEERING PHASE SERVICES (100%)															
1) Engineering Services															
	Roadway Design (100%)														
	1. Incorporate Comments From 90% Submittal		2	4	8									14	\$2,280.00
	2. Final Title Sheet, Index Sheet, and Project Layout Sheets		1	4	4									9	\$1,520.00
	3. Final Roadway Plan & Profile Layout Sheets		6	16	32									54	\$8,680.00
	4. Final Traffic Control Plan	2	4	16	24									46	\$7,690.00
	5. Final Intersection Layouts	1	2	6	8									17	\$2,925.00
	6. Final Miscellaneous Details		2		8									10	\$1,520.00
	7. Final Roadway Quantity Summaries		2		8									10	\$1,520.00
	8. Final Construction Cost Estimate		2		4									6	\$980.00
	9. Develop Specifications and General Notes	1	4		16									21	\$3,305.00
	10. Develop Construction Schedule	1	2	4										7	\$1,465.00
	11. Develop Project Technical Specification Manual		2	12	8									22	\$3,800.00
	Utility Design/Coordination (100%)														
	1. Incorporate Comments From 90% Submittal		1	2	4									7	\$1,140.00
	2. Final Sewer Plan and Profile		4	24	32									60	\$9,760.00
	3. Final Schematic Bypass Plan			4	8									12	\$1,840.00
	4. Final Miscellaneous Details			4	8									12	\$1,840.00
	Drainage (100%)														
	1. Final Drainage Computation Summary Sheets		1		2									3	\$490.00
	2. Final SW3P Layout Sheets		2	24	32									58	\$9,320.00
	Signing and Pavement Markings (100%)														
	1. Final Signing/Striping Layout Sheets		1	2	8									11	\$1,680.00
	2. Final Signing/Striping Quantity and Plan Summaries		2		4									6	\$980.00
	Total Hours	5	40	122	218	0	0	0	0	0	0	0		385	
SUMMARY															
	HOURS SUB-TOTALS	5	40	122	218	0	0	0	0	0	0	0		385	-
	BILLABLE RATE PER HOUR	\$265.00	\$220.00	\$190.00	\$135.00	\$125.00	\$135.00	\$80.00	\$135.00	\$235.00	\$186.00	\$180.00			-
	TOTAL - Engineering Services (Final Design Phase)	\$1,325.00	\$8,800.00	\$23,180.00	\$29,430.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$62,735.00
2) Bid Phase Services															
	1. Develop Bid Form		1					1						2	\$300.00
	2. Develop SW3P Manual		1	8	16			1						26	\$3,980.00
	3. Attend Pre-Bid Meeting and Bid Opening		6	8										14	\$2,840.00
	4. Provide Response to Contractor's Questions During Bidding Process		2	8	8									18	\$3,040.00
	5. Develop Final Bid Tab Summary and Recommendation		4		8			1						13	\$2,040.00
	Total Hours	0	14	24	32	0	0	3	0	0	0	0		73	
SUMMARY															
	HOURS SUB-TOTALS	0	14	24	32	0	0	3	0	0	0	0		73	-
	BILLABLE RATE PER HOUR	\$265.00	\$220.00	\$190.00	\$135.00	\$125.00	\$135.00	\$80.00	\$135.00	\$235.00	\$186.00	\$180.00			-
	TOTAL - Bid Phase Services	\$0.00	\$3,080.00	\$4,560.00	\$4,320.00	\$0.00	\$0.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$12,200.00
CONSTRUCTION PHASE SERVICES															
1) Construction Phase Services															
	Construction Services														
	1. Attend Pre-Construction conference		4	4										8	\$1,640.00
	2. Review Shop Drawings		2	8	16									26	\$4,120.00
	3. Review & Respond to Requests for Information (RFI's)		4	8	16									28	\$4,560.00
	4. Prepare Final As-Built Record Drawings	1	4		16									21	\$3,305.00
	Total Hours	1	14	20	48	0	0	0	0	0	0	0		83	
SUMMARY															
	HOURS SUB-TOTALS	1	14	20	48	0	0	0	0	0	0	0		83	-
	BILLABLE RATE PER HOUR	\$265.00	\$220.00	\$190.00	\$135.00	\$125.00	\$135.00	\$80.00	\$135.00	\$235.00	\$186.00	\$180.00			
	TOTAL - Construction Phase Services	\$265.00	\$3,080.00	\$3,800.00	\$6,480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$13,625.00

EXHIBIT B - FEE SCHEDULE

Lookout Road - City of Schertz
Estimated Level of Effort for Intermediate and Final Design, and Construction Phase Services

POSITION DESCRIPTION		Sr. Project Manager/QAQC	Project Manager/ Sr. Lands Arch	Mid Project Engineer	Engineer EIT/ Lands Arch	Sr. GIS	Survey Technician	Admin Assistant	SUE Designating	RPLS Manager	SUE Field Manager	SUE/Survey Crew 2-man	SubConsultant Fee	Total Labor hrs.	Cost
BILLABLE LABOR RATES		\$265.00	\$220.00	\$190.00	\$135.00	\$125.00	\$135.00	\$80.00	\$135.00	\$235.00	\$186.00	\$180.00	Lump Sum		
SPECIFIED ADDITIONAL SERVICES															
1) Specified Additional Services															
	Specified Additional Services														
	Subsurface Utility Engineering (SUE) Level B	2			8	24	1	1	100	1	16	20		173	\$25,136.00
	Subsurface Utility Engineering (SUE) (3 Level A potholes @ \$3,000 each)												\$9,000.00	0	\$9,000.00
	Geotechnical Engineering	1	4					2					\$15,436.50	7	\$16,741.50
Total Hours		3	4	0	8	24	1	3	100	1	16	20		7	
SUMMARY															
	HOURS SUB-TOTALS	3	4	0	8	24	1	3	100	1	16	20		180	-
	BILLABLE RATE PER HOUR	\$265.00	\$220.00	\$190.00	\$135.00	\$125.00	\$135.00	\$80.00	\$135.00	\$235.00	\$186.00	\$180.00			
	TOTAL - Specified Additiona Services	\$795.00	\$880.00	\$0.00	\$1,080.00	\$3,000.00	\$135.00	\$240.00	\$13,500.00	\$235.00	\$2,976.00	\$3,600.00	\$24,436.50		\$50,877.50
TOTAL PROJECT SUMMARY															
	HOURS SUB-TOTALS	19	168	468	760	32	37	16	100	10	16	76		1702	\$300,732.50
	BILLABLE RATE PER HOUR	\$265.00	\$220.00	\$190.00	\$135.00	\$125.00	\$135.00	\$80.00	\$135.00	\$235.00	\$186.00	\$180.00		1702	
	TOTAL PROJECT SUMMARY	\$5,035.00	\$36,960.00	\$88,920.00	\$102,600.00	\$4,000.00	\$4,995.00	\$1,280.00	\$13,500.00	\$2,350.00	\$2,976.00	\$13,680.00	\$24,436.50		\$300,732.50

October 19, 2022

RKCI GEOTECHNICAL RATE SHEET

City of Schertz

2020 GEOTECHNICAL IDIQ

Boring Schedule	No.	Depth, ft	Total, ft
Sewer/Pavement	6	20	120

TOTAL DRILLING FOOTAGE, ft= 120

DRILLING

	UNIT	# Units	COST/UNIT	Total
MOBILIZATION	MILE	60	\$4.95	\$ 297.00
AUGER DRILLING W/O SAMPLING 0 - 25 FT	FT	120	\$11.00	\$ 1,320.00
AUGER DRILLING W/O SAMPLING 25 - 50 FT	FT	0	\$12.00	\$ -
SPT/ST 0 - 25 FT	PER SAMPLE	42	\$39.00	\$ 1,638.00
SPT/ST 25 - 50 FT	PER SAMPLE	0	\$42.00	\$ -
DCP TESTING	PER TEST	6	\$50.00	\$ 300.00
DRILLER STANDBY	HR	2	\$250.00	\$ 500.00
GROUT BORING HOLE	FT	120	\$4.50	\$ 540.00
TOTAL DRILLING				\$ 4,595.00

FIELD LOGGING/COORDINATION

BORING LAYOUT	MH	4	\$120.00	\$ 480.00
DRILLING - COORDINATION	MH	3	\$120.00	\$ 360.00
TRAFFIC CONTROL - COORDINATION	MH	2	\$120.00	\$ 240.00
TRAFFIC CONTROL	DAY	1.5	\$1,500.00	\$ 2,250.00
LOGGER - ENGINEER/GEOLOGIST	MH	12	\$120.00	\$ 1,440.00
DRILLER VEHICLE TRIP CHARGE	MILE	60	\$0.83	\$ 49.50
TOTAL LOGGING				\$ 4,819.50

LABORATORY TESTING

MOISTURE CONTENT	PER TEST	42	\$13.00	\$ 546.00
ATTERBERG LIMITS DETERMINATION	PER TEST	6	\$95.00	\$ 570.00
3-POINT CALIFORNIA BEARING RATIO TEST (1 specimen)	PER TEST	1	\$900.00	\$ 900.00
HYDROMETER ANALYSIS	PER TEST	0	\$300.00	\$ -
MATERIAL FINER THAN NO. 200 SIEVE	PER TEST	2	\$60.00	\$ 120.00
UNCONFINED COMPRESSIVE STRENGTH (SOIL)	PER TEST	0	\$53.00	\$ -
UNCONFINED COMPRESSIVE STRENGTH (ROCK)	PER TEST	0	\$65.00	\$ -
SIEVE ANALYSES	PER SIEVE	0	\$60.00	\$ -
LIME STABILIZATION TEST	PER TEST	1	\$1,595.00	\$ 1,595.00
SULFATE CONTENT TESTING	PER TEST	1	\$86.00	\$ 86.00
TOTAL TESTING				\$ 3,817.00

ENGINEERING AND REPORT PREPARATION

PRINCIPAL	MH	0	\$185.00	\$ -
SENIOR PROJECT MANAGER	MH	0	\$180.00	\$ -
PROJECT MANAGER	MH	3	\$145.00	\$ 435.00
EIT	MH	14	\$95.00	\$ 1,330.00
CADD TECH I	MH	0	\$60.00	\$ -
CADD TECH II	MH	2	\$80.00	\$ 160.00
ADMIN/CLERICAL	MH	4	\$70.00	\$ 280.00
TOTAL ENGINEERING				\$ 2,205.00

TOTAL**\$ 15,436.50**

CITY COUNCIL MEMORANDUM

City Council Meeting: December 6, 2022
Department: Executive Team
Subject: Resolution 22-R-80 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing a professional services agreement with Freese and Nichols, Inc. for the Update of the City's Comprehensive Plan.

BACKGROUND

Council approved \$400,000 for an update to the City's Comprehensive Plan and Unified Development Code. The City issued a Request for Qualifications for an update to the proposed Comprehensive Plan. The proposed agreement with Freese and Nichols, Inc. is for the update to the Comprehensive Plan. The goal is to engage in a focused effort over a relatively short period of time - 6 to 7 months with very focused public engagement. Staff anticipates working with the Planning and Zoning Commission as the primary means of engagement for the stakeholders throughout the process.

Specific focus will be on updating the City's land use plan - particularly in the areas of southern Schertz that are most in transition. Other elements of the plan will be updated based on the amount of time since their last update, amount of change in direction since that update and the degree to which changes in other parts of the plan necessitate adjustments. The intent is not to do full-blown updates to the thoroughfare plan or water and sewer master plan (which is underway as part of a separate effort). The contract also provides for the City to choose to do more significant updates or increase the focus on areas based on input during the process. It is anticipated that a more significant update to the Parks Master Plan may be needed. The contract allows the City to pick and choose these elements during the process.

GOAL

The update to the Comprehensive Plan is one of the tools used by the City in achieving the goals and objectives outlined in the City's Strategic Plan.

COMMUNITY BENEFIT

Orderly development can help a community absorb population growth while preserving the quality of life. In addition, good planning can save the city money by increasing the efficiency of decision making. It allows the community to achieve a vision for what it wants to be in the future.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 22-R-80 authorizing the City to enter into a contract with Freese and Nichols, Inc. to update the City's Comprehensive Plan.

FISCAL IMPACT

Up to \$300,000 from funds budgeted for this purpose. The base contract is for \$240,000 and the \$60,000 would allow for more the City to select additional elements of the plan for additional focus - such as the Parks Master Plan element. The remaining \$100,000 that Council authored are anticipated to be used in updating the Cit's Unified Development Code.

RECOMMENDATION

Approval of Resolution 22-R-80.

Attachments

Res 22 R 80

PSA with F&N Comp Plan

RESOLUTION NO. 22-R-80

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC., TOTALING NO MORE THAN \$300,000, FOR AN UPDATE TO THE CITY'S COMPREHENSIVE PLAN, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the "City") has determined that the City requires professional services relating to the update to the City's Comprehensive Plan; and

WHEREAS, the City of Schertz issued a Request for Qualifications for professional services for an update to the City's Comprehensive Plan; and

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

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Freese and Nichols, Inc., for the update to the City's Comprehensive Plan.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Professional Services Agreement with Freese and Nichols, Inc. in the form set forth on Exhibit A in the amount of \$240,000 and authorizes the City Manager to engage Freese and Nichols, Inc. for additional services for a not to exceed total aggregate amount of \$330,000.00.

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

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

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

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

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

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

PASSED AND ADOPTED, this 6th day of December, 2022.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, Interim City Secretary

(CITY SEAL)

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by City of Schertz, Texas (Client) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for Client and Client utilizing these services, the parties hereby agree:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Comprehensive Plan Update.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services under this Agreement for a lump sum fee of \$240,000.00.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the Client and FNI.
- V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of Texas. Venue of any legal proceeding involving this Agreement shall be in Tarrant County, Texas.
- VI. **EFFECTIVE DATE:** The effective date of this Agreement is July 20, 2022.

Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the Client and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the Client and FNI and supersedes all prior written or oral understandings.

This Agreement is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

CITY OF SCHERTZ, TEXAS

FREESE AND NICHOLS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

BASIC SERVICES: Freese and Nichols, Inc. (FNI) shall render the following professional services to the **City of Schertz (Client)** in connection with the development of the Project, described as: Comprehensive Plan Update.

PROJECT UNDERSTANDING:

The Comprehensive Plan Update will serve as the primary document for planning the City of Schertz's growth and will be the basis for various policies, initiatives, and funding priorities to be considered by the City. The Comprehensive Plan Update will focus on four (4) areas and provide future land use guidance. The plan will also establish their long-term vision and develop recommendations to assist the City in planning for the future an assessment and any necessary updates to the Thoroughfare Plan will be made, as well as updates to the Parks Plan, like integrating the trails plan.

The Comprehensive Plan will identify concerns based on an assessment of the identified focus areas' current conditions, future growth and developmental issues, proposed policies, initiatives, and implementation goals to accomplish the overall vision and direction of the City. The planning process will include participation of City leadership and stakeholders in the community. The following is intended to provide, in more detail, the elements and tasks that would be involved in the Comprehensive Plan Update.

PROJECT ASSUMPTIONS:

1. The City will appoint a Comprehensive Plan Advisory Committee (CPAC) to help guide FNI and the City throughout the comprehensive planning process. The City will determine composition of the CPAC. FNI will provide guidance and feedback on the potential Committee members.
2. The Assistant City Manager of Schertz, Brian James, will serve as the City contact person to work with FNI and to act as an intermediary with FNI, the CPAC, and other city, county and state government staff persons as required. FNI will take direction from the City-appointed contact person.
3. The City will coordinate project contacts, meetings and the transfer of necessary information from the City and other organizations/entities as necessary for this effort.
4. The City will coordinate arrangements for locations, setup, refreshments, and notifications and advertising for all stakeholder, focus group and community outreach events. FNI will assist with flyers, e-mail blasts, advertisements and other electronic media used in advertising, including content creation.
5. The City will provide information from all previous and current studies and projects (as available) that may affect the outcome of the Comprehensive Plan. This information will be provided in digital format when possible and available. A list of previous and current studies and projects will be discussed at the project kickoff meeting.
6. The City will provide FNI with the most recently updated digital base map and aerial imagery of the planning area for use during the comprehensive plan preparation process. These files will be in the form of GIS file types native to ESRI ArcGIS.
7. Tasks prepared as part of this planning effort may occur concurrently or sequentially where appropriate, or in some cases may deviate from the sequence shown in this Scope of Services document.

8. This scope identifies a specific number of meetings. Any significant additions to that number of meetings will be considered a change in scope and may increase the project cost.
9. All deliverables will be provided electronically in the native format in which they were prepared as well as PDF format. The plan will be prepared using Adobe InDesign. Ten (10) bound copies of the final document will also be provided.

SCOPE OF SERVICES:

Task A: Input, Engagement and Meetings

A1. Project Kickoff Meeting and Focus Areas Tour

Prior to initiating work, FNI will facilitate a project kickoff meeting with City staff to review project scope, goals, project team members, schedule, issue identification, and project expectations. FNI will provide City staff with a data request memorandum identifying data needs for the Comprehensive Plan Update. Recommended attendees include City staff and others that will guide the process, findings and recommendations. We will discuss the following items:

- Project vision and goals
- Priorities of Comprehensive Plan elements
- Comprehensive Plan input, community engagement details and strategies
- Project expectations

Following the project kickoff meeting, a staff-led tour of the four (4) focus areas will be conducted and any other key areas and sites that should be considered or addressed in the Comprehensive Plan. The City will provide a meeting location and will notify attendees of the location and time for the meeting.

A2. Staff Progress Meetings

The Freese and Nichols Team will meet with City staff periodically throughout the project to discuss project progress, key action items and responsibilities, and project schedule. These meetings will take place through standing conference calls to be determined by the Client and the Freese and Nichols Team. The project's progress and status will also come through monthly status updates that summarize progress and document upcoming tasks. The monthly status updates will outline any upcoming key decisions which will require input from or discussion with the City. Outside of scoped project meetings, conference calls with City staff will be scheduled as needed.

A3. Comprehensive Plan Advisory Committee (4 Meetings)

The Comprehensive Plan Advisory Committee (CPAC) will be formed by the City of Schertz and facilitated by the Freese and Nichols Team. The CPAC will be composed of City Council and the Planning and Zoning Commission and has the primary responsibility of guiding the activities of the plan update, providing input into the process. The Freese and Nichols team will meet with the CPAC at key points during the planning process to discuss existing conditions, community input, key issues related development, plan recommendations and implementation. The City will be responsible for providing a venue for the CPAC meetings and will notify committee members of meeting dates and times. The Freese and Nichols Team will provide agendas and materials for discussion at each meeting. The Freese and Nichols team will participate in four (4) CPAC meetings throughout the project to update the Committee and get feedback on the process, recommendations, and draft plan. Taking into consideration the fluid environment surrounding COVID-19, FNI is prepared and has successfully led and managed virtual CPAC meetings, if needed. Meeting formats should be determined during Task A1. Project Kickoff Meeting and Focus Areas Tour.

A4. Community Engagement Events

The Freese and Nichols Team will facilitate one (1) community engagement event for the public to share information about the project, gather community input, and generate further support for the Comprehensive Plan Update. The event could be in the form of a pop-up (i.e., input table outside of City Hall, active community businesses, or another venue), a civic group luncheon, community event, virtual meeting, or open house. The purpose will be to inform and engage the public in the planning process. Specifically, the event will explain the planning process, provide an update on the work completed to date, solicit input and feedback, and answer questions of concern and interest expressed by residents and business interests. A variety of engagement tools can be used during the process and will be discussed with City staff during the project kickoff. The community engagement event will occur near the beginning of the planning process. If there are any constraints on gathering in large numbers because of the COVID pandemic, FNI can structure opportunities for virtual engagement using websites, self-guided exhibits, online community surveys and a virtual community meeting that may be broadcast live as well as recorded to ensure the project is accessible by as many people as possible and that engagement is broad and diverse. The Freese and Nichols team will facilitate the community engagement event. Meeting space and location to be determined and hosted by the Client.

A5. Focus Groups

Stakeholders have a personal stake in communities, and their input and insight are critical in a comprehensive planning process. FNI will facilitate up to five (5) focus group meetings with organizations/entities selected by the Client. These meetings will be held over a one day. Suggested stakeholders to engage should be determined during Task A1. Project Kickoff Meeting and Focus Area Tour.

A6. Community Survey and Interactive Engagement

The planning team will develop a community survey with the assistance of the Client. A non-traditional online survey tool will be utilized that uses interactive visual screens, accessible through the web and mobile devices. Online surveys combine education and data collection, allowing for a unique user experience. Interactive engagement tools can be used for priority ranking, budget allocations, tradeoffs and map markers just to name a few features. Data can be easily analyzed and quantified, helping to support the comprehensive plan's recommendations. The planning team can utilize engagement tools such as Social Pinpoint or MetroQuest to acquire specific input to assist in developing detailed recommendations.

A7. Project Website, Social Media and Comprehensive Plan Branding

A Comprehensive Plan Update project website will be created or hosted by the City to provide information on the process, a list of events, and information such as presentations and graphics as they are developed. The project website will be used to host the online community survey, advertised primarily during the beginning of the project, or as needed throughout the project. Hosting and post-study maintenance for the website will be determined in collaboration with the City. We will also utilize the City's Facebook and any other City social media accounts to keep the community informed of project updates, events, and to provide information on the importance of planning. A branding logo and tagline for the comprehensive plan will be developed with input from City. The logo will be used on all communications and materials to encourage excitement over the plan and future planning implementation.

A8. City Council and Planning Commission Engagement and Adoption

It is important for City leadership to be engaged and informed during the planning process. The plan will develop recommendations that will inform policies City Council (CC) and the Planning and Zoning Commission (P&Z) will interact with in the future. Therefore, the planning team will receive input from these governmental groups during the planning process. At the conclusion of the project, the planning team will attend and present the final comprehensive plan at up to two (2) recommendation/adoption meetings for City Council and P&Z.

Summary of Task A Deliverables:

- Facilitate and develop materials for project kickoff meeting and attend staff-led city tour (1)
- Facilitate staff progress meetings (on-going during the project)
- Facilitate and develop materials for four (4) CPAC meetings
- Facilitate and develop materials for one (1) community event
- Facilitate and develop materials for up to five (5) focus groups over one day
- Develop and set up a community survey through an interactive engagement tool
- Attend and present comprehensive plan recommendations to both City Council and P&Z adoption meetings (two (2) meetings)
- Develop and maintain project website or provide content for city-hosted web page and social media
- Create comprehensive plan branding logo/tagline

Task B: Community Snapshot and Existing Conditions

B1. Update Baseline Analysis

The Baseline Analysis is intended to provide background information about the City of Schertz. The components that are included within the *Baseline Analysis* will allow everyone involved in the planning process, including the planning team, City leadership, and residents, to have a clear understanding of the City and its existing social, economic, existing land use, and neighborhood characteristics.

FNI will update selected baseline information in the Comprehensive Land Plan found in Chapter 3 | Community Profile as needed. The planning process, community survey results, community snapshot and demographic data is content to be reviewed and updated during the planning process. New and updated plans and studies will also be integrated to help form the planning context, such as the Master Thoroughfare Plan and the Parks and Recreation Master Plan.

Demographic data will be based upon the most recent U.S. Census American Community Survey data available at the time Notice to Proceed is given by the City. The population projections utilized within the Future Land Use Plan and the other components of the Comprehensive Land Plan will be derived from this information. Population projections will also be compared to those prepared for the area by other agencies such as the Texas Water Development Board and Alamo Area Metropolitan Planning Organization.

B2. Update Existing Land Use Analysis

The relationship of existing and future land uses will shape the character and quality of life of the community. To assess the City's future land use needs, an analysis of past land use trends and present land use patterns are vital. The existing land use content and map will be updated to reflect the city's current land uses. An assessment of the land use characteristics will be evaluated once data gathering has been completed.

B3. Planning Context

An understanding of the planning context will help to set the framework for which general planning decisions can be made. The following are elements to be documented to establish the planning context:

- Evaluate existing planning documents
- Review past and ongoing planning efforts conducted by the City
- Coordinate with ongoing updates to other plans

Summary of Task B Deliverables:

The Community Snapshot Analysis will be a draft Plan element of written information, supported with charts, tables and other graphics depicting the above information, explaining the importance, patterns and meaning of the facts as they relate to Schertz and the Comprehensive Plan. This will include the following:

- Demographic snapshot
- Existing land use analysis
- Physical features assessment, including topography, floodplains, developed/undeveloped land, natural features, sensitive environmental areas and other physical implications that impact growth and development
- Planning context that addresses external issues, influences and past planning efforts which all impact the comprehensive planning efforts

Task C: Market Snapshot

C1. Demographic and Economic Conditions

The planning team will identify market opportunities for the greater Schertz market that allow for consideration of the 'place' Schertz has in the local sub-regional market while providing the client with a technical and analytical base of information from which to direct plan decisions and advance strategic initiatives. Specifically, we will build upon the City's existing demographic data, past studies and any other studies prepared for the City and/or other economic development groups and will collect psychographic and market data related to population, household, age, ethnicity and income characteristics; consumer spending; taxable revenue; visitor and convention information; and select economic values. Trends, both historical and future, will be identified and inputs used to inform stakeholder decisions, as well as model the impacts of various growth scenarios.

- Review and incorporate baseline demographic and socioeconomic data from the U.S. Census Bureau and other sources as may be necessary and/or applicable
- Incorporate population projections from the City, MPO, ISDs, County, and/or Texas Water Development Board to establish forecasts for population growth in 5-year increments through the year 2040
- Collect information from City staff documenting progress implementing prior plan actions to understand which previous plan goals and objectives remain community priorities
- Identify strengths, weaknesses, key challenges, and opportunities
- Calculate baseline existing land uses (for lands within City limits, lands outside City limits but within the ETJ, and for entire Planning Area) based on development densities and intensities

C2. Market Demand Analysis

Undertake five-, ten- and 20-year horizon market analysis with detailed housing and retail/commercial activation assessment. (This process will explore capacity for retail, office, and other commercial demand sectors). This process will also explore the absorption potential for various uses by velocity, synergies with mixed-uses and associated context created by various scales and designs.

Summary of Task C Deliverables:

- Develop market demographics and economic conditions
- Market demand analysis

Task D: Guiding Principles

D1. Guiding Principles

The foundation of the Comprehensive Plan Update will be defined through the guiding principles and goals. The plan recommendations and implementation result from the Comprehensive Plan's guiding principles and goals, which support the community's vision. FNI will develop guiding principles/goals based on analysis, community input and feedback received at the beginning of the process.

Summary of Task D Deliverables:

- Development of guiding principles to assist in recommendations and formation of implementation strategies

Task E: Future Land Use and Economic Strategy

E1. Future Land Use/Development Types and Projections

A key component of the Future Land Use Plan is the definition and discussion of future land use types, including any new land use types that may be applicable within the City. Discussions of the types of land uses will include associated character guidelines and preferred locations. Land use projections will depict the acreage by land use type as reflected within the Future Land Use Plan Map described below.

E2. Future Land Use Plan Focus Areas

The Future Land Use Plan is a policy document which is intended to guide City staff and officials as they make decisions on where, when and how the City should grow and redevelop. The development of a future land use plan will ensure a cohesive and unified vision for Schertz is presented to developments and property owners as future development and redevelopment occurs within the community. FNI will develop a future land use plan for four focus areas that will consider existing land use information, neighborhood compatibility, current zoning regulations, economic development strategies, past development patterns, infill, and redevelopment opportunities, and integrate them into a graphic depiction of the community's future. As the planning team assesses future land uses, we will identify four (4) focus areas for an assessment that may explore potential site development and land use. Focus areas are unique places or having the potential to become a unique area through specific strategies, incentives or location. The existing conditions and factors to consider will be evaluated, and a vision for each area will be identified with general strategies to achieve the vision outlined.

E3. Future Land Use Plan Map

The Future Land Use will depict color-coded land uses within the City's planning area. The map will consider the following:

- Location of future residential, non-residential, mixed uses, open space and institutional land uses along with associated intensities.
- Location of environmentally sensitive areas or barriers that should be considered when making future development decisions.
- Location of future land uses along major transportation corridors along with associated intensities.
- Economic productivity through development and redevelopment strategies.
- Compatibility of adjacent uses and contexts to provide thoughtful transitions and buffering.
- Alignment with current zoning designations and anticipated future zoning trends.

E4. Economic Strategy

The Economic Strategy will focus on the range of policies and actions that serve to strengthen the community's business and visitor climate. It will assess all aspects of the community that serve to advance or deter the City's economic development objectives and speak to both greenfield/infill conditions and redevelopment. Strategies will address opportunities related to non-residential land uses, such as retail, office, industrial, hotel/lodging, and entertainment. Housing will also be addressed within this component since the future housing mix needs to be consistent with the jobs base. Additionally, a high-level fiscal analysis will be performed for the catalytic area scenarios to evaluate the fiscal implications of either path for development, and to establish recommendations for potential changes in the future.

Summary of Task E Deliverables:

A draft Plan element of written information, supported with charts, tables and other graphics depicting the above information. This will include:

- Future Land Use Plan and land use categories
- Economic strategy and high-level fiscal analysis
- Recommendations for future zoning changes to ensure alignment with the future land use map

Task F: Transportation and Mobility

F1. Future Land Use and Thoroughfare Plan Alignment

Alignment of future land use with transportation infrastructure will be particularly considered in a manner that seeks to leverage adjacent private development to result in a supportive and sustainable fiscal environment for transportation infrastructure. The FNI team will review the Thoroughfare Plan and update if affected by updates to the Future Land Use Plan. Coordinate with regional and state plans and entities on planned and proposed improvements to the transportation network (roads, trails and transit) as needed.

Summary of Task F Deliverables:

A draft Plan element of written information, supported with charts, tables and other graphics depicting the above information. This will include:

- Coordination with regional and state plans and entities on planned and proposed improvements to the transportation network (roads, trails and transit)

- Integration of Master Thoroughfare Plan recommended goals, policies and actions, identifying and reconciling impacts of proposed land use and development intensity

Task G: Parks and Recreation Master Plan Minor Update

G1. Parks and Recreation Master Plan Minor Update

The existing Parks and Recreation Master Plan will be updated to include any new implemented items and to integrate the Trails Master Plan. The update will include any components and data required by the Texas Parks and Wildlife Department for potential funding.

Summary of Task G Deliverables:

- Implement any recommendations accomplished since the Parks and Recreation Master Plan completion
- Integrate Trails Master Plan

Task H: Implementation Strategies and Plan

H1. Implementation Strategies and Plan

The implementation plan will be structured into a coordinated action program so that City leaders, staff and other decision-makers can easily identify the steps that are necessary to achieve the vision for the City that is described within the Comprehensive Plan. The implementation plan will outline priorities in a matrix format, primarily by:

- Reviewing the various policies and related recommendations from each plan element.
- Dividing the policies and related recommendations into applicable implementation techniques/actions, such as regulatory actions (e.g., possible zoning or subdivision ordinance updates), programs, and intergovernmental partnerships, to create an overall Action Plan.
- Prioritizing the implementation techniques/actions into appropriate time periods.
- Establishing appropriate metrics from which to gauge the effectiveness of the strategies implemented and progress toward plan implementation.

Summary of Task H Deliverables:

- A draft plan element of written information, supported with charts, tables and other graphics depicting the above information. Actions will be organized by responsible party, time period and priority, and will include performance measures and metrics.

Task I: Preparation of Final Documents

I1. Draft Report

Individual draft plan elements will be developed throughout the planning process. These elements will be provided in a format to ease review and commenting for the City to the extent possible. The City will consolidate comments from staff, steering committee and others and provide one set of consolidated comments per plan element to FNI.

FNI will prepare a draft Comprehensive Plan Update Report (Draft 1) that will document the planning process and tasks. It will present a clear narrative with accompanying graphics and figures, as necessary, to describe the intentions of the community. The document will be designed with modern graphic design and narrative approaches to be approachable to technical and non-technical audiences. The draft will be provided to the City, CPAC, and other parties the City wishes to include for review and comments. The City will consolidate comments from staff, steering committee and others on Draft 1 and provide one set of consolidated comments. FNI will request a comment review meeting to clarify any comments, if necessary.

FNI will prepare a revised draft Comprehensive Plan Update Report (Draft 2) to address the comments and revisions from Draft 1. This draft will serve as the draft for approval consideration by the Planning and Zoning Commission and City Council.

12. Final Report and Deliverables

FNI will produce an "as adopted" final report to incorporate any changes made during the adoption process by City Council. This document will be created in digital format, including both text and mapping, such that it will be easily reproducible. Electronic files of the final Comprehensive Plan will be provided to the City.

13. Plan Mapping

Project mapping is vital to both dissemination of information at meetings and the Comprehensive Plan document. All mapping created by the Consultant will be prepared using ESRI's ArcGIS software and other necessary rendering software. It is assumed that the City will provide all necessary base mapping data in a compatible electronic format to generate the necessary mapping.

Summary of Task 1 Deliverables:

- Plan element drafts as described above and throughout
- Draft report for review (Draft 1 and Draft 2)
- Final report and other plan deliverables
- The results of the Comprehensive Plan documentation will be digital files of the final Comprehensive Plan, including mapping data, photos, presentations, and any other material utilized during the planning process. Electronic files may also be provided through other digital file transfer systems mutually agreed to by the City and FNI.

SUMMARY OF PROJECT MEETINGS:

The planning team will facilitate meetings and prepare meeting presentations and materials throughout the project. These meetings will utilize various techniques, as well as rely on traditional meeting formats, in gathering vision data and input. The following is a summary of meetings to be conducted during the planning process:

- **Project Kickoff Meeting and Focus Areas Tour:** Prior to initiating work, FNI will facilitate a project kickoff meeting with City staff to review project scope, goals, project team members, schedule, issue identification, and project expectations. Following the project kickoff meeting, a staff-led tour will be conducted of the City of Schertz of focus areas and sites that should be addressed in the Comprehensive Plan Update. **(See Task A1; One (1) meeting and one (1) city tour)**
- **Staff Progress Meetings:** The Freese and Nichols Team will meet with City staff periodically throughout the project to discuss project progress, key action items and responsibilities, and project schedule. **(See Task A2)**

- **CPAC Meetings:** The planning team will participate in four (4) meetings with the CPAC. These meetings are envisioned as up to two (2) hour meetings to gather data, outline project progress, present plan chapter summaries, and to coordinate upcoming tasks. **(See Task A3; Four (4) meetings)**
- **Community Engagement Event:** FNI will facilitate one (1) community engagement event for the public to share information about the project, gather community input, and generate further support for the Comprehensive Plan Update. These events could be in the form of pop-ups (i.e., input table outside of City Hall, active community businesses, or another venue), a civic group luncheon, community event, virtual meeting or open house. **(See Task A4; One (1) community engagement event)**
- **Focus Group Meetings:** The planning team will facilitate up to five (5) focus group meetings, to be identified by the planning team and client, to help reach a broader group of individuals and organizations that have a personal stake in the city. These meetings will be scheduled back-to-back where possible in one or two days maximum. **(See Task A5; Up to five (5) focus group meetings)**
- **City Council and Planning & Zoning Commission Engagement and Adoption:** It is important for City leadership to be engaged and informed during the planning process. The plan will develop recommendations that will inform policies City Council (CC) and the Planning and Zoning Commission (P&Z) will interact with in the future. Therefore, the planning team will receive input from these governmental groups during the planning process. At the conclusion of the project, the planning team will attend and present the final comprehensive plan at up to two (2) recommendation/adoption meetings for City Council and P&Z. **(Task A8; Two (2) meetings)**

TIME OF COMPLETION:

FNI is authorized to commence work on the Project upon execution of the contract agreement and will complete the services within 6 to 7 months from notice to proceed, depending on availability of stakeholders involved.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of the contract agreement.

COMPENSATION:

FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of \$240,000. All project expenses are included.

ADDITIONAL SERVICES:

Additional Services to be performed by FNI, if authorized by Client, which are not included in the above-described basic services, are described as follows:

- **Additional Comprehensive Plan Project Meetings**

If the Client determines an additional CPAC meeting, City Council/P&Z, Staff workshop or focus group, is needed during the process, such meetings can be added to the original contract agreement. Additional meetings include meeting preparation, materials, expenses and meeting facilitation.

Fee: not-to-exceed \$10,000 for each additional meeting

- **Additional Community Engagement Events**

An additional community engagement event to share information about the project, gather community input and generate further support for the Comprehensive Plan Update can be added to the original contract agreement. Additional meetings include meeting preparation, materials, expenses and meeting facilitation.

Fee: not-to-exceed \$15,000 for each additional meeting

- **Additional Development/Redevelopment Focus Areas**

An additional opportunity area can be added to explore potential site development. The existing conditions and factors to consider will be evaluated, and a vision for each area will be identified with general strategies to achieve the concept outlined.

Fee: \$15,000 for each additional opportunity area

- **Development/Redevelopment Focus Areas Visioning Renderings**

Architectural renderings are an excellent way to convey and market the vision for a particular area in the city that is ripe for or has the potential for development/redevelopment.

Fee: \$3,500 for each opportunity area vision rendering

- **Infrastructure Assessment**

FNI will assess the existing water, wastewater, and stormwater utility infrastructure in Schertz to address the important responsibility of providing safe and reliable public infrastructure. The assessment will document Schertz's utility system infrastructure through the lens of the comprehensive plan, considering existing and recommended best practices for utility system planning, regulatory requirements, funding options, rehabilitation investment recommendations, and utility capacity assessments for new/redevelopment areas based on land use. FNI's team of utility planners will meet with Schertz's utility management and operations staff to understand and address the key issues facing Schertz. From there, we will develop goals and strategies to help City staff maintain and expand their infrastructure in the most efficient and cost-effective way possible. For each utility system (drinking water, wastewater, and stormwater) FNI will review and document the existing infrastructure and discuss regulatory requirements, future system planning/capacity assessment considerations, and industry best practices for efficient utility operation/optimization.

- **Water Analysis:** FNI will examine the existing water system within Schertz. Based on this review and discussion with City Staff and consultants, we will identify program deficiencies and make recommendations for actions to consider during future water master planning efforts.
- **Wastewater Analysis:** Based on a review of existing data/plans and discussion with City Staff and consultants, we will identify program deficiencies in the current wastewater system and recommend actions to consider during future water master planning efforts.

- **Stormwater Drainage Analysis:** Based on a review of existing data/plans and discussion with City Staff and consultants, FNI will also identify deficiencies to consider for future stormwater/drainage efforts. Our team will provide recommendations on key areas where updating the existing drainage plan may be optimal and beneficial.
- Identification of the top five priorities related to infrastructure within Schertz; each will be expanded upon in the Comprehensive Plan document.

Fee: \$16,000

- **Urban Design and Character Plan Element**

FNI will develop policies that address community gateways, community image, integration of major roadway corridors and the preservation of character-enhancing community elements, in addition to examining opportunities to maintain and enhance the overall quality of life. Recommendations will be made to address the following:

- Street design enhancements
- Pedestrian enhancements
- Gateways and other key routes to and through Schertz to establish high-level goal, policy and action items
- Overall community image
- Screening and buffering techniques

A map graphic will identify locations and corridors that could enhance its character through gateway signage, street design and pedestrian enhancements, and other community character enhancements. Community gateway, community image and other character-enhancing recommendations will be developed, using example images to portray ideas, to maintain and enhance quality of life.

Fee: \$12,000

- **Capital Improvements Program Integration**

The comprehensive plan will identify future projects, based on future land uses, which should be integrated into the City's Capital Improvement Program (CIP). Projects will be prioritized, and appropriate fiscal years will be identified for project start and completion. High level ballpark cost ranges for major projects to be integrated into the CIP will be identified. If desired as an additional service, identified projects can be placed in the form of CIP project and template sheets that have been created in the existing CIP. Task to include the following:

- Meet with City staff to discuss ranking criteria and project scoring system of the CIP. Identified CIP projects will be prioritized according to these criteria.
- Prepare project sheets showing each project location, description, drivers/justifications, and high-level cost estimates.
- Produce maps showing proposed CIP projects identified in the Comprehensive Plan.

Fee: \$20,000

- **Zoning Diagnostic Evaluation**

FNI will prepare a technical memo outlining proposed revisions to the City's Zoning Ordinance. The memo will identify 1) suggested amendments to implement the comprehensive plan recommendations, and 2) general improvements to the existing ordinances regarding usability, modernization and updated legal requirements.

Fee: \$11,000

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

Client's Designated Representative – **[Name and contact information]**

Client's Accounting Representative – **[Name and contact information]**

FNI's Designated Representative – Shad Comeaux
11200 Broadway Street, Suite 2320
Pearland, Texas 77584
832-456-4766
Shad.comeaux@freese.com

FNI's Accounting Representative – Stephanie Kirchstein
2711 Haskell Ave, Suite 3300
Dallas, Texas 75204
214-217-2212
Stephanie.kirchstein@freese.com

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) Client refers to the party named as such in the Agreement between the Client and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by Client. To the fullest extent permitted by law, Client agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.
3. **STANDARD OF CARE:** The standard of care for all professional Services performed or furnished by FNI under this Agreement will be the skill and care ordinarily used by members of the subject profession practicing under the same or similar license and circumstances at the same time and in the same locality. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.
4. **INSURANCE:** FNI shall provide Client with certificates of insurance with the following minimum coverage:

Commercial General Liability

\$2,000,000 General Aggregate

Automobile Liability (Any Auto)

\$1,000,000 Combined Single Limit

Workers' Compensation

As required by Statute

Professional Liability

\$3,000,000 Annual Aggregate

5. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of the Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or the time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by Client. However, when such changes differ from prior comments, directions, instructions, or approvals given by Client or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.

6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the Project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to determine what materials, equipment, component systems, and types of construction are to be

included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the Client's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for the Services of FNI shall be due and payable upon submission of a statement for Services to Client and in acceptance of the Services as satisfactory by Client. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If Client fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to Client, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

If FNI's Services are delayed or suspended by Client or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of the Services provided under this Agreement shall be the property of Client upon payment of FNI's fees for Services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI, will be at the Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, Client shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.
9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the Project. If Client designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the Project begins.
11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** Client agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the indemnification provisions where the Client is named as an indemnified party.
12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.
14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.
15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the Project.
16. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.

17. **SUCCESSORS AND ASSIGNMENTS:** Client and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

CITY COUNCIL MEMORANDUM

City Council Meeting: December 6, 2022
Department: Parks, Recreation & Community Service
Subject: Resolution 22-R-120 - A Resolution by the City Council of the City of Schertz authorizing an agreement with Selrico Services for the Schertz Area Senior Center Nutrition Program.

BACKGROUND

The Schertz Area Senior Center serves approximately 600 members in the community with various programs concerning health & wellness, nutrition, fitness, arts & crafts, music, technology, gardening, etc. As part of the Center's many activities, a lunch meal is provided free of charge each weekday the center is open (closed on City Holidays.) The nutrition program follows federal guidelines since the Center receives reimbursement funding via the Alamo Area Council of Governments (AACOG). The nutrition program is a vital part of the Center's operations, as it promotes proper nutrition for seniors and an avenue for socialization in a congregate meal setting. Poor nutrition and social isolation are two of the biggest threats to senior citizen health and this program helps to combat those issues.

City staff went through a formal Request for Proposals (RFP) process to award a new contract to provide meals for the new three (3) year contract term, with the option of two (2) one-year (1) extensions for a total of five (5) years. Two bids were received and the evaluation committee consisting of the Parks & Recreation Director, the Recreation Manager, and the City Sanitarian, evaluated the proposals and scored them according to the RFP criteria of Financial Consideration (Cost Proposal); Proposer's Qualifications, Abilities, & References; and Quality of Proposed Services. The evaluation committee and the Senior Center Advisory Board also participated in a Taste Test Panel and scored the bidders' sample meal that was provided, and those scores were incorporated into the final evaluation score. Selrico Services Inc. had the highest score of the evaluation at 91.26 out of 100 possible points.

GOAL

The goal is to continue to provide a nutritious congregate meal program for the Schertz Area Senior Center where approximately 15,000 meals are served per year to senior citizens in our community.

COMMUNITY BENEFIT

The congregate meal program at the Schertz Area Senior Center provides nutrition and socialization opportunities to senior citizens in the community. A lack of proper nutrition, and a lack of socialization are two of the biggest threats facing senior citizens as they age and this program helps alleviate those issues in the Schertz community.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 22-R-120 authorizing an agreement with Selrico Services for the Schertz Area Senior Center Nutrition Program.

FISCAL IMPACT

Currently, the budget for the Schertz Area Senior Center Nutrition Program is \$100,000 in the General Fund - City Assistance - Senior Citizens Program. Approximately 17,000 meals are served at the center per year for a cost of \$79,900. The Center is still not back to pre-COVID attendance numbers (pre-COVID the expenditures were approximately \$93,000 for meals) and so we have budgeted to allow for some additional growth in the program this year now that we are fully out of the pandemic. Meals will be provided at the per meal cost of \$4.70 specified in the contract in Attachment A and will not exceed the annual budget for the program.

RECOMMENDATION

Approval of Resolution 22-R-120 authorizing an agreement with Selrico Services for the Schertz Area Senior Center Nutrition Program.

Attachments

Res 22 R 120 Senior Meal
Agreement
Evaluation Summary

RESOLUTION NO. 20-R-120

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SELRICO SERVICES, INC. TO PROVIDE THE MEALS FOR THE CONGREGATE MEAL PROGRAM AT THE SCHERTZ AREA SENIOR CENTER.

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

WHEREAS, after going through extensive analysis of the responses provided by each of the two (2) prospective vendors, City staff has determined that Selrico Services is a qualified vendor and has submitted a qualified proposal;

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into an agreement with Selrico Services, Inc. to provide the congregate meal program at the Schertz Area Senior Center.

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

Section 1. The City Council hereby authorizes the City Manager to enter into an agreement with Selrico Services, Inc. (attached in Exhibit A) to provide the congregate meal program at the Schertz Area Senior Center.

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

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

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

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

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

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

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

PASSED AND ADOPTED, this 6th day of December, 2022.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, Interim City Secretary

Exhibit A
Selrico Agreement

CITY OF SCHERTZ

SERVICE AGREEMENT

THE STATE OF TEXAS §
§
GUADALUPE COUNTY §

This Service Agreement (“Agreement”) is made and entered by and between the City of Schertz, Texas, (the “City”) a Texas municipality, and Selrico Services, Inc (“Contractor”).

Section 1. Duration

This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect through September 30, 2025 with the option to renew for two (2) additional terms of one (1) year each unless terminated as provided for in this Agreement. The renewals on this agreement shall not extend beyond September 30, 2027.

Section 2. Scope of Work

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

Section 3. Compensation

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

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

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

Section 4. Time of Completion

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

Section 5. Insurance

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

Contractor shall maintain the following limits and types of insurance:

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

General Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or

any person from injury or property damages sustained by reason of the Contractor or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

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

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

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

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

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

Section 6. Miscellaneous Provisions

- (A) *Subletting.* The Contractor shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Contractor of any responsibility for work done by such subcontractor.
- (B) *Compliance with Laws.* The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the City with satisfactory proof of compliance.
- (C) *Independent Contractor.* Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.
- (D) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission,

money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.

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

- (F) *Conflict of Terms.*

Scope of work:

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

Other Agreements between parties:

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

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

Relevant definitions from the bill:

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability

company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

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

- (H) *Non-Boycott of Energy.* Pursuant to Texas Senate Bill 13 (2021), Contractor certifies that either (i) it does not boycott Israel and will not boycott energy companies; and (2) will not boycott energy companies during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.
- (I) *Non-Boycott of Firearm Entity.* Pursuant to Texas Senate Bill 19 (2021), Contractor certifies that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association .
- (J) *Access to Premises.* Authorized representatives of the Contractor will be allowed access to the facilities on City premises at reasonable times to perform the obligations of the Contractor regarding such facilities. Contractor shall adhere to all City rules, regulations, and guidelines while on City property. It is expressly understood that the City may limit or restrict the right of access herein granted in any manner considered necessary (e.g., national security, public safety).

(K) **INTERLOCAL PARTICIPATION**

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

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

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

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

Section 7. Termination

(A) This Agreement may be terminated:

- (1) By the mutual agreement and consent of both Contractor and City;
 - (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
 - (3) By the City, immediately upon notice in writing to the Contractor, as consequence of the failure of Contractor to perform the Work contemplated by this Agreement in a timely or satisfactory manner;
 - (4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Contractor.
- (B) If the City terminates this Agreement pursuant to subsection 7(A)(2) or (3), above, the Contractor shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those Work that have been timely and adequately performed by the Contractor considering the actual costs incurred by the Contractor in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Contractor to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all basic, special, and additional Work actually performed prior to termination, together with any reimbursable expenses then due.

Section 8. Indemnification

CONTRACTOR AGREES TO INDEMNIFY AND HOLD THE CITY OF SCHERTZ, TEXAS AND ALL OF ITS PRESENT, FUTURE AND FORMER AGENTS, EMPLOYEES, OFFICIALS AND REPRESENTATIVES HARMLESS IN THEIR OFFICIAL, INDIVIDUAL AND REPRESENTATIVE CAPACITIES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, LIENS AND EXPENSES (INCLUDING ATTORNEY'S FEES, WHETHER CONTRACTUAL OR STATUTORY), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY, AND WHETHER ACTUAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL), OF ANY CONCEIVABLE CHARACTER, FOR INJURIES TO PERSONS (INCLUDING DEATH) OR TO PROPERTY

(BOTH REAL AND PERSONAL) CREATED BY, ARISING FROM OR IN ANY MANNER RELATING TO THE WORK OR GOODS PERFORMED OR PROVIDED BY CONTRACTOR – EXPRESSLY INCLUDING THOSE ARISING THROUGH STRICT LIABILITY OR UNDER THE CONSTITUTIONS OF THE UNITED STATES.

Section 9. Notices

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

Section 10. No Assignment

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

Section 11. Severability

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

Section 12. Waiver

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

Section 13. Governing Law; Venue

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

Section 14. Paragraph Headings; Construction

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

Section 15. Binding Effect

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

Section 16. Gender

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

Section 17. Counterparts

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

Section 18. Exhibits & Attachments

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

Section 19. Entire Agreement

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

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

Section 20. Relationship of Parties

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

Section 21. Right To Audit

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

Section 22. Dispute Resolution

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

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

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

Certificate of Interested Parties

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

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

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

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

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

CITY:

CONTRACTOR:

By: _____
Name: Steve Williams
Title: City Manager

By: _____
Name: _____
Title: _____

ADDRESS FOR NOTICE:

CITY:

CONTRACTOR:

City of Schertz
Attn: Steve Williams, City Manager
1400 Schertz Parkway
Schertz, Texas 78154

Selrico Services, Inc
717 W. Ashby Place
San Antonio, Tx 78212
Attn: John Aleman

Exhibit “A”

SCOPE OF WORK

Scope of Work

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

Minimum Requirements

1. **Service Location:** The meals program shall provide meals at the following location:

**Schertz Area Senior Center
608 Schertz Parkway
Schertz, TX 78154**

2. **Meal Components:**

1. Meals must provide at least one-third of the recommended dietary allowances established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences, as well as the Dietary Guidelines for Americans, issued by the Secretaries of Departments of Health and Human Services and Agriculture.
2. Meals must be hot meals, with the exception of one per week, which can be a cold meal.
3. Meals with delivery are required. While Unitized Meals are preferable, the City will consider other options. These options must be presented with thirty (30) days advanced notice and require written approval. Disposable cutlery kits and all condiments are to be included (butter, salad dressing, tartar sauce, etc.) Milk is to be included.

3. **Meal Delivery:**

Delivery of meals needs to occur before 11:30 AM when the lunch meal is served. The Schertz Area Senior Center does not have warming equipment. If the meals are to be delivered earlier between 9 AM and 11 AM, the selected Contractor shall provide the proper warming equipment to hold trays of unitized meals.

4. **Meal Service Dates**

Daily Lunch meal service shall be provided Monday through Friday at 11:30 AM except posted City Holidays.

City Holidays for 2022 are listed below for your reference:

January 1 – New Year’s Day (observed Dec. 31)	September 5 – Labor Day
January 17 – MLK Day	October 10 – Columbus Day
February 21 – President’s Day	November 11 – Veteran’s Day
May 30 – Memorial Day	November 24, 25 – Thanksgiving Day
July 4 – Independence Day	December 24, 25 - Christmas (observed Dec. 23 and 26)

The City’s Master Calendar containing holidays can be found at Schertz.com

5. Menu and Ordering Process

Monthly menu calendars shall be provided each month. Meals will be ordered per week. All meal orders for one week (Monday – Friday) will be ordered by the prior Thursday at three P.M. Invoices will be accepted on a weekly basis; however NET 30 payment terms are required.

6. Food Safety:

Contractor is required to comply with all applicable food safety regulations, registrations, and licensures.

7. Pricing for Services

The quantity of meals is based on participation numbers at the Senior Center and may fluctuate over time.

Cost Per Meal \$4.70

Exhibit “B”

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

A

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

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

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

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

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

TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y Y	X123456	01/01/1000	01/01/1000	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMOD AGG \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWN AUTOS HIRED AUTOS	Y Y	123456789	01/01/1000	01/01/1000	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	Y Y				EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in flt) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	01234	01/01/1000	01/01/1000	<input checked="" type="checkbox"/> NO STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
Builder's Risk Professional Services	Y Y	123450	01/01/1000	01/01/1000	100% Insurable Value, replacement cost basis \$1,000,000 each claim / \$1,000,000 aggregate

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

Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SB 426 enacted by Texas Legislature 82(R) session in 2011).

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

ACORD 26 (2010/05)

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

Complete the certificate of insurance with the information listed below:

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

Exhibit “C”

EVIDENCE OF INSURANCE

BID/RFP# 2022-014
 Project Name: Senior Center Meals

EVALUATION SUMMARY

Date: _____

INSTRUCTIONS: Enter a number 0 through 4 for each category for each proposer. You may use 0.25 increments if necessary.

0 = Not Compliant, 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent

You may NOT enter a number higher than 4.0. An explanation is required for a score of 0

Criteria	Points	Selrico Services	Chisos Star LLC
Financial Consideration (Cost Proposal)	35	\$70,500.00	\$101,250.00
		35.00	24.37
Proposer's Qualifications, Abilities and References	30	3.50	2.17
		26.25	16.25
Quality of Proposed Services	25	3.50	2.67
		21.88	16.67
Taste Test Panel	10	3.26	3.76
		8.14	9.40
Average Total %	100	91.26	66.69
Rank		1.00	2.00

(Lowest Price / Evaluated Price) * Pts for Section

VENDOR	# OF MEALS	COST PER MEAL	EXTENDED COST	Optional Add-On	EXTENDED COST	GRAND TOTAL
CHISOS STAR	\$15,000.00	\$6.75	\$101,250.00	\$0.67	\$10,050.00	\$111,300.00
SELRICO SERVICES INC	\$15,000.00	\$4.70	\$70,500.00	N/A	N/A	\$70,500.00

CITY COUNCIL MEMORANDUM

City Council Meeting: December 6, 2022
Department: Finance
Subject: Resolution 22-R-131 - a Resolution by the City of Schertz authorizing an amendment to the School Resource Officer Program Agreement with the Schertz-Cibolo-Universal City Independent School District, and other matters in connection therein

BACKGROUND

This is the 7th Amendment to the School Resource Officer Agreement from 2011 between the Schertz-Cibolo-Universal City Independent School District and the City of Schertz. This agreement outlines the duties and responsibilities of each party in regard to providing police officers on school campuses.

The school district agrees to pay the city for salary, training, vehicles, and equipment for officers that are assigned to provide security on campuses. This amount covers all the costs on an annual basis. When school is out, the city can use the officers to supplement patrol and other initiatives until school is back in session. These summer months are still covered by the school district reimbursement amount even though their time isn't wholly committed to the schools.

The current officers count provided by the city and reimbursed by the school district is 4 with the school district reimbursing \$91,879 per officer.

During the budget preparation the school district reached out to the city and asked to increase the officer count and adjust the per officer reimbursement to match increase in costs to wages and equipment for the officers. Staff was aware of the recommendation and included the new officers and reimbursement amount in the FY 2022-23 Adopted Budget.

This amendment will increase the officer count by 2 and the reimbursement to \$98,770 each. The total officer count provided by the city would then be 6 and the total annual reimbursement would increase to \$592,620.

The School Superintendent was authorized to sign the amendment and did so on October 3, 2022. The agreement is now going before council for final approval.

GOAL

To approve the 7th agreement to the School Resources Officer Program Agreement and provide an additional 2 officers for school safety.

COMMUNITY BENEFIT

Increased security for local school districts.

SUMMARY OF RECOMMENDED ACTION

Staff recommends council approve the resolution authorizing the City Manager to sign the proposed amendment to the agreement.

FISCAL IMPACT

This amendment will not put any fiscal strain on the city as the agreement has the school district provide the funding for the officers. Due to the reimbursement payment schedule the city would be responsible for \$30,000 of the vehicle costs in the first year but will be fully reimbursed in the next 3 years.

These amounts were included in the existing budget so no amendments are needed for this amendment.

RECOMMENDATION

Staff recommends approval of resolution 22-R-131

Attachments

Resolution 22-R-131

Exhibit A -Amendment 7

Original Agreement

RESOLUTION NO. 22-R-131

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

WHEREAS, the City staff of the City of Schertz (the “City”) has recommended that the City enter into an interlocal cooperation agreement with the City of Cibolo, Texas (“Cibolo”) and the Schertz-Cibolo-Universal City Independent School District (the “District”) relating to the provision of certain police services to the District by the City and Cibolo; and

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Cibolo and the District pursuant to the amendment to the Interlocal Cooperation Agreement attached hereto as Exhibit A (the “Amendment”).

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Amendment with the City and the District in substantially the form set forth on Exhibit A.

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

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

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

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

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

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

PASSED AND ADOPTED, this 6th day of December, 2022.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Interim City Secretary

(CITY SEAL)

EXHIBIT A

_____ **AGREEMENT**



Schertz-Cibolo-Universal City Independent School District

Financial Services

Amendment Number 7 to Interlocal Cooperation Agreement School Resource Officers

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

The purposes of this Amendment are to;

Add two SROs for the purpose of (a) having a full-time SRO at Allison Steele Enhanced Learning Center and (b) increasing coverage at elementary and intermediate schools. It is the intent that the fee for the additional officers will commence in February 2023.

Increase the amount paid per SRO in accordance with the terms and conditions of our Interlocal Agreement, Article 2.21, as amended. This is an increase of approximately 7.5 percent based on the U.S. Department of Labor, Consumer Price Index for All Urban Consumers (the "CPI-U"), all items, unadjusted 12 months ended January of the previous year. (Ref: Article 2.2.1 as amended)

Therefore, the current SRO fee of \$91,879 per SRO for the 2021 – 2022 School Year is hereby increased to \$98,770 per SRO effective the 2022 – 2023 School Year beginning August 2022.

AGREED AND ACCEPTED

Schertz-Cibolo-Universal City ISD

City of Schertz

Signature: _____

Signature: _____

Name: Clark Ealy, Ph.D.

Name: _____

Title: Superintendent of Schools

Title: _____

Date: 10/3/22

Date: _____

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

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

WITNESSETH

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

WHEREAS, SCUCISD may commission peace officers to provide necessary security and protection and determine the jurisdiction of such peace officers;

WHEREAS, SCUCISD has determined it is in its best interest to enter into an agreement with Cibolo and Schertz to provide such services to SCUCISD, and it has specifically authorized the subject peace officers to carry weapons in performing such services at all SCUCISD schools and properties within each City's corporate limits within SCUCISD's jurisdiction and, as to Schertz, SCUCISD's campuses in Universal City (the "Service Area");

WHEREAS, Cibolo and Schertz have determined it is in the best interest of their citizens to assign city police officers to provide enhanced law enforcement services to SCUCISD within the Service Area, and to patrol areas within the Service Area; and

WHEREAS, SCUCISD is willing to reimburse Cibolo and Schertz for salaries, benefits, and associated costs, of the officers assigned to provide the services as set out herein.

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

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

I.

1.1 Cibolo and Schertz each agrees to assign two (2) police officers from its respective department to be employed full-time by Cibolo and Schertz to perform law enforcement services for SCUCISD as School Resource Officers ("SROs") in its portion of the Service Area. The primary purpose of the SROs is to patrol SCUCISD property and campuses to protect all

students, personnel, and visitors from physical harm; to prevent property loss due to theft or vandalism; to enforce all laws including municipal ordinances, county orders, and State law; and to work in coordination with campus officials and SCUCISD administration (the "Services"). SROs assigned may also assist in mediating disputes on campuses in the Service Area, including working with students to help solve disputes in a non-violent manner; acting as a resource person in the area of law enforcement education at the request of staff; speaking to classes on the law, search and seizure, drugs, motor vehicle laws, etc.; and performing other duties as mutually agreed upon; provided that the duty is legitimately and reasonably related to the Services as described herein and is consistent with Federal and State law, local ordinances and orders, laws applicable to SCUCISD, SCUCISD's policies, procedures, rules, or regulations relating to the subject matter of this Agreement, and the policies, procedures, rules, and regulations of the Cibolo and Schertz Police Departments. SCUCISD has provided Cibolo and Schertz with a complete copy of its policies, procedures, rules, and regulations applicable to the subject matter of this Agreement and will promptly provide each of them with any changes thereto.

1.2 SROs shall be hired pursuant to Cibolo and Schertz hiring policies, as applicable, and shall be fully qualified as police officers in the State of Texas and shall primarily be directed by the applicable Chiefs of Police and other officers of the police force of Cibolo and Schertz to patrol and provide a police presence on such properties and campuses owned or leased by SCUCISD within the Service Area.

1.3.1 SCUCISD agrees to report all incidents on campuses within the Service Area to the Cibolo and Schertz Police Departments in accordance with Chapter 37 of the Texas Education Code. Subject to SCUCISD's obligations under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, SCUCISD agrees to provide (a) unrestricted access to student and personnel records as necessary for the investigation of criminal offenses or to ensure the safety and security of school campuses or events, and (b) unrestricted access to technology installed at campuses within the Service Area, including surveillance cameras to provide for the safety and security of campuses. SROs shall be designated as "school officials" under SCUCISD Policy FL (LOCAL). SROs shall maintain the confidentiality of student records as required by FERPA.

1.3.2 When an SRO takes a person into custody in the course of duty under this Agreement, Schertz or Cibolo, as applicable, shall notify SCUCISD of the incident within the time frame required by law and, to the extent permitted by law, the disposition of the matter. In addition, to the extent permitted by applicable law, SROs shall report to SCUCISD all information obtained during the investigation of any reported incident involving a student for the purposes of determining appropriate disciplinary actions and modifications of education programs as a result of the incident.

1.4 SCUCISD agrees to provide appropriate on campus office space for SROs. SCUCISD will convey two (2) police vehicles to Schertz and two (2) police vehicles to Cibolo. In addition, SCUCISD will convey other surplus SCUCISD police department equipment, including weapons, radios, and radar equipment, to Schertz and Cibolo.

1.5 SCUCISD agrees to appoint School Attendance officers in accordance with Chapter 25 of the Texas Education Code who will maintain records, investigate offenses, make notifications,

and file the appropriate violations in the court having jurisdiction over matters of attendance. The School Attendance officers may solicit the assistance of peace officers assigned under this Agreement to detain or escort a student in violation of Chapter 25 of the Texas Education Code.

1.6 SCUCISD agrees to maintain a Multi-Hazard Emergency Operations Plan in accordance with Chapter 37 of the Texas Education Code. SCUCISD agrees to conduct drills and exercises required by the statute, jointly with the Cities of Cibolo and Schertz and other identified stakeholders.

1.7 SCUCISD agrees that the Chiefs of Police for the Cities of Cibolo and Schertz or their designee will serve as members of the SCUCISD School Safety and Security Committee.

1.8 SCUCISD agrees to appoint a point of contact that will be responsible for the annual security audit of each campus, who will consult with SROs assigned under this Agreement for input and review of each campus.

1.9 SCUCISD agrees that Cibolo and Schertz will manage contracts with outside vendors related to canines utilized for the detection of narcotics and ordinance upon school campuses within the Service Area. Cibolo and Schertz will coordinate the use of such canines with campus administrations whenever possible, however when in the best interest of law enforcement and campus security unannounced inspections may occur.

1.10 SCUCISD agrees that services for areas outside of the Service Area or for extracurricular activities and events within the Service Area outside of normal school hours are not Services covered under the terms of this Agreement. Nothing in this Agreement prevents SCUCISD from continuing its practice of hiring off-duty police officers to provide security at sporting events or other special events. This Agreement shall not govern off-duty peace officers hired for these purposes.

1.11 SRO duties shall be performed during normal workdays in the active school year, which generally includes one hundred eighty-seven (187) days during each calendar year. "Normal workdays" refers to the usual or normal hours the officer may be required to work during any calendar week. While school is in session, SROs will be assigned to one or more schools on a full-time basis, forty (40) hours work week, minus any scheduled vacation time, sick time, training time, court time, or any other police-related activity, including any emergencies such as civil disasters. Overtime hours that relate to regular law enforcement duties or that reasonably relate to campus duties must be authorized and approved by the SRO's police supervisor prior to the performance of the overtime work and will be paid in accordance with procedures established by Cibolo and Schertz.

1.12 The Parties agree that every effort should be made to schedule and/or designate vacation days, compensatory time, and other days off at times when school is not in session or at other times when the absence of SROs will not otherwise cause unnecessary risks.

1.13 SCUCISD understands and agrees notwithstanding other provisions herein that the SROs shall at all times be deemed officers and employees of the Cities of Cibolo and Schertz and shall

be primarily responsible and answerable to and under the command of the Chiefs of Police of the Cities of Cibolo and Schertz, respectively.

1.14 Patrol and other law enforcement duties of the SROs shall be performed with the use of City-owned vehicles, appropriately marked designating law enforcement services being performed under authority of Cibolo and Schertz.

1.15 The Parties agree that they will use their best reasonable efforts to coordinate media relations pertaining to law enforcement incidents and investigations occurring pursuant to this Agreement prior to the release of information whenever possible. It is understood that, depending on the nature of an incident, law enforcement personnel may be required to conduct on scene interviews and/or briefings for the media without prior coordination among all Parties. Information will only be released by a Party in accordance with established law and its existing policies and procedures.

II.

2.1 SCUCISD agrees to pay to Cibolo and Schertz from current revenues available for the SROs' salaries, benefits, and administrative fees in four equal quarterly payments on February 1, May 1, August 1, and November 1, with the first payment to be due on August 1, 2011 for the purpose of subsidizing the expenses incurred by Cibolo and Schertz in the employment and retention of police officers to provide Services on all SCUCISD properties and campuses as herein provided. Cibolo and Schertz will each provide SCUCISD with an invoice at least ten (10) business days prior to each payment date. The Parties agree at such times as are convenient and necessary to adjust and/or re-compute the payments as herein provided when there exist circumstances and conditions making such adjustments necessary and desirable to accomplish the objectives of this Agreement. In the first twelve months of this Agreement, the costs paid by SCUCISD shall be as follows:

City of Cibolo:

The total payable for salaries, benefits, personnel related costs, and any contractual services necessary for the performance of duties in the first year of the Agreement shall not exceed \$150,000.00.

City of Schertz:

The total payable for salaries, benefits, personnel related costs, and any contractual services necessary for the performance of duties in the first year of the Agreement shall not exceed \$150,000.00.

2.2 Beginning in the second twelve (12) month period of the initial term of this Agreement, SCUCISD agrees to pay Cibolo and Schertz annually for training, supplies, vehicles, and other similar costs. The amount shall be based on an annual budget agreed to among SCUCISD and the Cities and shall be payable based on actual expenditures incurred each year this Agreement is in effect.

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

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

III.

3.1 The Parties agree that the terms and provisions of this Agreement shall commence at 8 a.m. on August 1, 2011 and shall continue in full force and effect for a three-year period ending on July 31, 2014 and shall automatically annually renew for an additional periods of twelve (12) months, unless the Parties hereto shall have previously exercised their right to cancel this Agreement as hereinafter provided. After the first twelve (12) month period of the initial term of this Agreement, SCUCISD, Cibolo, and Schertz will agree on the annual amount payable by SCUCISD for the assigned officers' salaries and other costs.

3.2 This Agreement may be terminated at any time by any Party, with or without cause, upon One Hundred Eighty (180) days written notice prior to September 30 of a year delivered by hand or U.S. Certified Mail to the other Parties. No termination will relieve the obligation of SCUCISD to pay Cibolo and Schertz for any amounts due and payable for Services performed hereunder prior to termination.

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

IV.

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

V.

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

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

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

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

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

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

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

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

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

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

5.4 It is specifically agreed that, as among the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against,

defending, and otherwise handling and managing its liability and potential liability pursuant to this Agreement; each Party hereto reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstances arising under this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither Cibolo, Schertz, nor SCUCISD shall be held legally liable for any claim or cause of action arising pursuant to, or out of the services provided under, this Agreement except as specifically provided herein or by law.

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

VI.

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

CIBOLO: City of Cibolo
 200 South Main Street
 Cibolo, Texas 78108
 Attention: City Manager

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

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

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

VII.

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

VIII.

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

IX.

9.1 This Agreement is the entire agreement among SCUCISD, Cibolo, and Schertz as to the subject matter hereof, and is the sole and only agreement of the Parties and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument duly approved and executed by all Parties in accordance with the formalities of this Agreement.

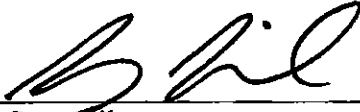
X.

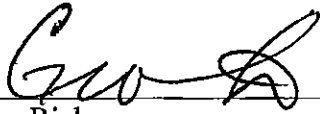
10.1 All Parties agree this Agreement shall be construed under the laws of the State of Texas, and obligations under the Agreement shall be performed in Guadalupe County, Texas.


[The remainder of this page intentionally left blank.]

The Parties hereto have executed this Agreement this 19th day of May, 2011.

SCHERTZ-CIBOLO-UNIVERSAL CITY INDEPENDENT SCHOOL DISTRICT

By: 
Dr. Greg Gibson
Superintendent of School


George Ricks
SCUCISD Board President

Attested by: 

CITY OF CIBOLO, TEXAS

By: _____
Bruce Pearson
City Manager

Attested by: _____

CITY OF SCHERTZ

By: _____
Don Taylor,
City Manager

Attested by: _____

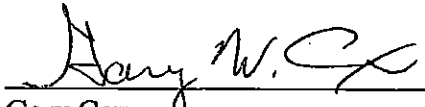
The Parties hereto have executed this Agreement this ____ day of May, 2011.

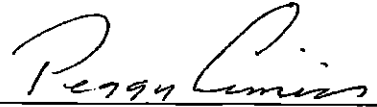
SCHERTZ-CIBOLO-UNIVERSAL CITY INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Greg Gibson
Superintendent of Schools

Attested by: _____

CITY OF CIBOLO, TEXAS

By: 
Gary Cox
Interim City Manager

Attested by: 

CITY OF SCHERTZ

By: _____
Don Taylor,
City Manager

The Parties hereto have executed this Agreement this ____ day of May, 2011.

SCHERTZ-CIBOLO-UNIVERSAL CITY INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Greg Gibson
Superintendent of Schools

Attested by: _____

CITY OF CIBOLO, TEXAS

By: _____
Bruce Pearson
City Manager

Attested by: _____

CITY OF SCHERTZ

By: _____
Don Taylor,
City Manager

CITY COUNCIL MEMORANDUM

City Council Meeting: December 6, 2022
Department: Parks, Recreation & Community Service
Subject: Resolution 22-R-139 - Consideration and/or action by the City Council of the City of Schertz, Texas authorizing an increase to the contract with CutRite Landscaping for the Cibolo Valley Drive Medians Landscaping Project.

BACKGROUND

City Council previously approved Resolution 22-R-48 to award the landscaping contract to CutRite Landscaping in the amount of \$88,172.99 for the Cibolo Valley Median Landscaping Project. A discrepancy was found in the plans versus the field conditions, and additional irrigation pipe, soil, rock, and plants are needed to complete the project. The contractor has submitted a change order of \$16,678.00 for the additional materials needed to complete the project and this resolution increases the contract amount to CutRite Landscaping to a total not to exceed amount of \$104,850.99.

GOAL

The goal of the project is to landscape the medians of Cibolo Valley Drive and create the gateway to the Schertz and Cibolo communities.

COMMUNITY BENEFIT

The medians on Cibolo Valley Drive serve as a gateway to both cities - Schertz and Cibolo - and the landscaping needs to reflect the aesthetic expected from our community.

SUMMARY OF RECOMMENDED ACTION

Approve Resolution 22-R-139 authorizing an increase to the contract with CutRite Landscaping for the Cibolo Valley Medians Landscaping Project.

FISCAL IMPACT

The contractor has submitted a change order in the amount of \$16,678.00 for the additional materials needed to complete the project and this change order will be funded out of contingency funds. The new total not to exceed amount is \$104,850.99.

RECOMMENDATION

Approve Resolution 22-R-139 authorizing an increase to the contract with CutRite Landscaping for the Cibolo Valley Medians Landscaping Project.

Attachments

Resolution 22-R-139 CVD medians change order
Change Order 1
Original purchase order
original resolution

RESOLUTION NO. 22-R-139

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN INCREASE TO THE CONTRACT WITH CUTRITE LANDSCAPING FOR THE CIBOLO VALLEY DRIVE MEDIANS LANDSCAPING PROJECT, AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City Council of the City of Schertz (the "City") previously adopted Resolution 22-R-48 authorizing a contract with CutRite Landscaping in the amount of \$88,172.99 for the Cibolo Valley Medians Landscaping Project; and

WHEREAS, additional funding is needed to cover the costs of additional landscaping materials due to a discrepancy between the landscaping plan and the actual field conditions; and

WHEREAS, the City Council wishes to increase the not to exceed amount for the project to cover the additional landscaping materials.

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

Section 1. The City Council hereby authorizes and establishes a not to exceed amount of \$104,850.99 and authorizes the City Manager to execute change orders to the project up to the not to exceed amount.

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 6th day of December, 2022.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, Interim City Secretary

PROPOSAL

CutRite LLC

18755 Redland Rd.

San Antonio TX 78259

Office: 830-438-9145

Email: Martins@cutritesa.com

BID TO:

City of Schertz

DATE: 11.30.22

NAME _____

BID #:

COMPANY NAME

CUST. ID

STREET ADDRESS

CITY, ST, ZIP

PHONE

email:

Consultant

Martin Salazar

[illegible]

SUB-TOTAL

\$16.678.00

TAX RATE

0.0825

No Tax

\$0.00

TOTAL

\$16,678.00

Consultant Martin Salazar

Date: 11.30.22

Customer Signature:

Date:



City of Schertz

PURCHASE ORDER # 22-40527

9/12/2022

SHIP TO:

City of Schertz
1400 Schertz Parkway
Schertz, TX

ISSUED TO:

VEND #: 01-12257 REQ #22-40547
CUTRITE LLC
CUTRITE LANDSCAPING
18755 REDLAND RD
SAN ANTONIO, TX 78259

UNITS	DESCRIPTION	PROJ	G/L ACCOUNT		PRICE	AMOUNT
0.00	CVD MEDIAN LNDS CP	S01	431-900-551900	Construction - Service Area 1	0.00	88,172.99
	APPROVED RESOLUTION # 22-R-48 \$88,172.99 09/12/2022					
	CONTRACT FOR LANDSCAPING THE CIBOLO VALLEY DR.					
	MEDIANS					
	PROJECT WAS BID OUT IN A FORMAL RFB PROCESS.					

*** TOTAL *** 88,172.99

ORDERED BY : LAUREN SHRUM

APPROVED BY: BRIAN JAMES

The City's Standard Purchase Order Terms and Conditions located at www.schertz.com/?page_id=1621 are incorporated into and are part of this PO for all purposes. Vendor's action in (a) accepting this order, (b) delivering materials, or (c) performing requested services shall constitute an acceptance of these terms and conditions.

RESOLUTION NO. 22-R-48

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AWARDING THE CONTRACT FOR LANDSCAPING THE CIBOLO VALLEY DRIVE MEDIANS TO CUTRITE LANDSCAPING, AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City of Schertz and City of Cibolo partnered to construct Cibolo Valley Drive which added capacity from two (2) lanes to four (4) lanes including turn lanes and raised medians; and

WHEREAS, the landscaping costs were not included in the original project scope and city staff subsequently solicited requests for bid to provide landscaping installation services; and

WHEREAS, city staff received one bid and after evaluation, determined the bid price fair and from a reputable firm; and

WHEREAS, the city has a policy to seek authorization for purchases in excess of \$50,000 with a single vendor and the bid totals \$88,172.99.

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

Section 1. The City Council hereby authorizes the expenditures in excess of \$50,000 and authorizes the contract for landscaping the Cibolo Valley Drive medians to CUTRITE Landscaping for \$88,172.99.

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.

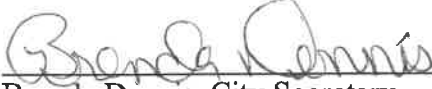
PASSED AND ADOPTED, this 24th day of May, 2022.

CITY OF SCHERTZ, TEXAS



Ralph Gutierrez, Mayor

ATTEST:



Brenda Dennis, City Secretary



CITY COUNCIL MEMORANDUM

City Council Meeting: December 6, 2022
Department: Executive Team
Subject: Resolution 22-R-140 - Consideration and/or action approving a Resolution authorizing the revised Bylaws of the Schertz Historical Preservation Committee, and other matters in connection therewith (B. James)

BACKGROUND

The Schertz Historical Preservation Committee (SHPC) reviewed and revised the Bylaws with the previous revision date of January 23, 2020.

Revisions to the bylaws include meeting frequency, time of meetings, allowance of three (3) non-Schertz residents to be appointed as voting members, fiscal procedures, and general wording clean-up.

GOAL

To approve the proposed amendments to the SHPC bylaws.

COMMUNITY BENEFIT

The proposed amendments to the SHPC bylaws will accurately reflect the changes made to meeting frequency, times and additional information.

SUMMARY OF RECOMMENDED ACTION

To approve the proposed amendments to the SHPC bylaws.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends Council approval of Resolution 22-R-140.

Attachments

Resolution 22-R-140
Current SHPC Bylaws
Proposed SHPC Bylaws

RESOLUTION NO. 22-R-140

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE REVISED BYLAWS OF THE SCHERTZ HISTORICAL PRESERVATION COMMITTEE, AND OTHER MATTERS IN CONNECTION THEREWITH,

WHEREAS, the Schertz Historical Preservation Committee of the City of Schertz (the “City”) has recommended that the City approve the revised Bylaws, herein as “Exhibit A” of the Schertz Historical Preservation Committee; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the revised Bylaws of the Schertz Historical Preservation Committee.

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

Section 1. The City Council hereby authorizes the revised bylaws of the Schertz Historical Preservation Committee.

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 6th day of December, 2022.

ATTEST:

Ralph Gutierrez, Mayor

Sheila Edmondson, Interim City Secretary

Schertz Historical Preservation Committee

By-Laws

Ratified: April 17, 2008

Last Revised: January 23, 2020

ARTICLE I

Name and Location

Section 1.1 The name of the Committee shall be the Schertz Historical Preservation Committee, referred to herein as the Committee.

Section 1.2 The office of the Committee is to be the City of Schertz Mayor's Office, located at 1400 Schertz Parkway, Schertz, Texas 78154.

Section 1.3 All mail shall be directed to the Committee through the City of Schertz Secretary at the above address.

ARTICLE II

Purpose

Section 2.1

- A. Maintain an organizational structure to allow for the conduct of meetings, management of the committee and maintenance of records.
- B. Assign and monitor sub-committees, programs and projects.
- C. Record (in manuscript form or vocally) for retention the memories and knowledge of individuals about people, places and events relating to the City of Schertz.
- D. Recommend to City Council the designation of historical structures and sites.
- E. Encourage community interest and involvement in the historical preservation of those activities.

City of Schertz, Texas
Historical Preservation Committee By-Laws

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ARTICLE III
Membership and Meetings

Section 3.1 Membership shall be open to any Schertz resident who holds an interest in historical preservation and the history of Schertz, Texas.

Section 3.2 All members shall be volunteers who are unpaid and uncompensated.

Section 3.3 All members must agree to abide by these by-laws.

Section 3.4 The number of "appointed" members shall be no more than fourteen (14). Their appointment shall originate from nominations placed before the Schertz City Council. The "appointed" members shall be the only authorized voting members on Committee activities. "Non-appointed" members shall be received simply by showing an interest in Committee activity and presenting themselves at scheduled Committee meetings. "Non-appointed" members shall not have a vote on Committee business and shall be titled "Associate Members".

Section 3.5 Meetings of the Committee will be held on a quarterly basis with the first meeting of the calendar year being on the fourth Thursday of the month of January and subsequent meetings on the fourth Thursday of April, July, and October. The time of the meetings will be 6:30 P.M. Should there be a scheduling conflict that requires a change of time and date of any meeting, all members shall be notified prior to the scheduled meeting date. Special meetings may be called by the Chairperson at his or her discretion. A quorum (50% of members) must be present for a Committee meeting to begin. If a quorum fails to be achieved or maintained during the course of a meeting, no binding votes will be taken until a quorum is again achieved.

Section 3.6 An agenda will be prepared by the Chairperson and provided to the City Secretary at least four (4) days prior to the scheduled meeting date. Agendas will establish the date, time and place of the meeting and a list of discussion items.

City of Schertz, Texas
Historical Preservation Committee By-Laws

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Section 3.7 Members shall be expected to attend meetings as scheduled, and if unable to attend a particular meeting, the member shall notify a Committee officer to announce his or her expected absence. Should a member be absent for two or more consecutive meetings for reasons other than health-related circumstances, the Committee may inquire with the member as to whether his or her personal commitments are such as to warrant release from the Committee membership. If deemed appropriate, the Committee Chairperson will notify the member of his or her prospective release from Committee's active membership and request he or she assume an associate member role or resign from Committee membership. The released member will be asked to notify the City Secretary of his or her release in writing.

ARTICLE IV
Officers

Section 4.1 Officers shall consist of a Chairperson and a Vice Chairperson..

Section 4.2 Nominations for officers shall occur at the October and January meetings. Voting will occur at the January meeting. The only exception to this time schedule shall be the nominations and vote for the initial slate of officers. Officers will assume their positions at the January meeting or in the case of the initial slate of officers, at the time of member voting. The nominee receiving a plurality of votes will be deemed the selected candidate for the officer position under consideration.

Section 4.3 The term of office for all officers shall be one year except for the initial slate of officers who will serve until the next scheduled election.

Section 4.4 Officers shall not jointly or individually enter into any legally binding contract on behalf of the Committee.

Section 4.5 In the event that an officer is unable to complete his or her term of office, the membership will nominate and vote on a replacement and the newly selected officer will assume the officer post as of the date of the vote.

City of Schertz, Texas
Historical Preservation Committee By-Laws

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ARTICLE V
Duties of Officers

Section 5.1 Chairperson. The Chairperson shall preside at all meetings and perform all executive functions of the Committee. He or she shall appoint all subcommittee chairs. The Chairperson shall be responsible for all meeting notices. The Chairperson shall be an ex-officio member of all sub-committees.

Section 5.2 Vice-Chairperson. The Vice-Chairperson shall, in the absence of the Chairperson, preside at all meetings and perform all executive functions of the Committee as delegated by the Chairperson. Executive functions will include but not be limited to: (1) accepting expense vouchers from Committee members and submitting Committee approved vouchers to the appropriate City office for reimbursement (2) Provide book sales reports quarterly (3) Prepare an Annual Report covering Committee activities for the prior calendar year not later than the date of the second quarterly Committee meeting.

ARTICLE VI
Sub-committees

Section 6.1 Subcommittees will be created based on need and activity.

Section 6.2 The Committee Chairperson will create all sub-committees. An "appointed" committee member will serve as the sub-committee Chairperson. "Non-appointed – "Associate" members can be selected to serve on a subcommittee.

ARTICLE VII
Parliamentary Authority

Section 7.1 The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Committee activities so long as they are not inconsistent with these by-laws and any special rules the Committee may adopt.

City of Schertz, Texas
Historical Preservation Committee By-Laws

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ARTICLE VIII
Amendments

Section 8.1 These by-laws may be amended by a two-thirds affirmative vote of the present and "appointed" members voting at a Committee meeting.

ARTICLE IX
Publications

Section 9.1 The Committee will obtain permission from the owner (when known) to place pictures and articles in Committee publications.

Section 9.2 The Committee will conform to the highest professional standards of publishing, editing and writing.

Section 9.3 Anyone seeking to publish materials in the name of the Committee will submit such to the Committee for membership review and for vote (two-thirds of "appointed" members present for voting) before publishing in the name of the Committee.

Section 9.4 News releases being made on behalf of the Committee will be first coordinated with the Committee membership prior to release.

ARTICLE X
Property/Artifacts Offerings

Section 10.1 Property in the form of papers, photographs, documents, artifacts, etc., offered to the Committee as historical materials by any person shall be refused and the donor shall be instructed to contact representatives of the Cibolo Valley Community Museum Association or a suitable historical organization that might be interested in such a gifted item for retention or display.

City of Schertz, Texas
Historical Preservation Committee By-Laws

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Article XI
Committee Budgeting

Section 11.1

The Committee Chairperson will provide whatever expense projections requested by the City of Schertz for its consideration in allocating funds for the operation of the Committee.

ARTICLE XII
Member Expense Vouchering

Section 12.1 Expenditures by members of the Committee shall be reimbursed by the City of Schertz through the vouchering process that includes the following:

(1) Individual Items costing more than \$250 must be pre-approved by the Committee before being purchased. (2) Any purchase of \$1,000 or more must be accomplished through the Schertz City Manager's Office for a City of Schertz Purchase Order. (3) Other purchases by a committee member in support of the Committee's work will be submitted to the Committee for payment. The vehicle for submitting the expenses will be the Committee Invoice document (Appendix B) attached to the Committee Letter of Request for Fund Disbursement (Appendix C). (4) All requests for expense reimbursement will be brought before the Committee for approval by a majority vote. (5) Receipts will be required to support an Invoice. If no receipt is not available a written explanation for its absence will be provided. (6) Once Committee approval is obtained, the Committee Chairperson will forward the expense reimbursement package (keeping a copy) to the City Finance Office for processing and payment.

ARTICLE XIII
Designations

Section 13.1 Authority: Per Section 21.3.6B1 (Boards and Commissions) of the Schertz Unified Development Code (UDC) the Committee (Commission) shall have those duties and approval authorities as granted by the ordinance establishing the Committee (Commission).

Section 13.2 Designation of Heritage Neighborhoods. Nominations for such a designation can be made by any person or group interested in doing so using the application form in Appendix D. A heritage neighborhood will be defined as one in which multiple properties are contained meeting the definition of such in Section 13.3 below. There will be no legal restrictions set on any such neighborhood or individual property contained therein. The process for approval will include the following: (1) a majority vote of Committee members present and voting (vote to be based on the historical merits of the application presented to the Committee by the nominator) (2) the application with Committee recommendation for approval or disapproval will be provided to the City Council for approval or disapproval.

Section 13.3 Designation of Landmark Properties. A "Landmark Property" is defined as any property that presents itself as a unique feature of the City of Schertz or its ETJ landscape (community) due to either its nostalgic, aesthetic, architectural, or symbolic attributes and which could or will have an enduring impact on the community's cultural identity. There will be no legal restrictions placed on any such properties. A property will be granted selection as a named landmark property by means of nomination for such status by any person or group interested in doing so using the application form in Appendix D. The Committee will vote on the nomination and thereafter present any positive (majority) vote to the City Council for final approval. Prior to City Council presentation the Committee will notify the property owner and ask for permission to nominate his or her property for designation as a Landmark Property. If the property owner objects the nomination will be closed without City Council consideration. If approval by the property owner is obtained the nomination will be presented to City Council with the owner's approval noted.

ARTICLE XIV

Schertz Main Street Area Preservation Incentive Program

Section 14.1 Authority: Per City Council Resolution 15-R-03 the City of Schertz will offer an incentive grant program for historic preservation related projects (50/50 matching up to a \$20,000 cap) involving properties within the Main Street Incentive area as shown on Exhibit B of the above cited Resolution.

City of Schertz, Texas
Historical Preservation Committee By-Laws

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Section 14.2 Administration: Shall be administered by the City of Schertz Building Inspection Division.

Section 14.3. Committee Responsibility.

Section 14.3.1: A City representative will present an application for a City of Schertz Incentive Program Grant to the Schertz Historical Preservation Committee at the Committee's next quarterly meeting or at a special called Committee session if expedited treatment is requested or required by an applicant. The Committee will review the application for reasonable compliance with standards set by the Secretary of the Interior's Standards for the Treatment of Historic Properties. A majority Committee vote shall be needed to approve an application for forwarding to City Council for action.

Section 14.3.2: Committee Chairperson and/or City Staff will report to City Council its recommendation as determined by Section 14.3.1 above.

Section 14.3.3: Committee members, by majority vote, may allow an extension of the one-year time allowance for project completion if deemed warranted by applicant appeal.

END OF BY-LAWS

APPENDICES

- A. Committee Invoice Document
- B. Letter of Request for Fund Disbursement
- C. Application for Heritage Neighborhood/Landmark Property Designation

APPENDIX A

Schertz Historical Preservation Committee Committee Invoice

<u>ITEM PURCHASED</u>	<u>QUANTITY</u>	<u>COST PER</u>	<u>TOTAL</u>
-----------------------	-----------------	-----------------	--------------

TOTAL: \$

I certify that the above expenditures were made on behalf and to support the work of the Schertz Historical Preservation Committee (receipts attached).

_____ Signature	_____ Date
--------------------	---------------

APPENDIX B

Schertz Historical Preservation Committee Letter of Request for Fund Disbursement

FROM:

TO: Schertz Historical Preservation Committee

DATE

In accordance with Article XII, Section 12.1 of the Schertz Historical Preservation Committee By-laws, I am requesting reimbursement for expenses set forth in the attached Committee Invoice. I have attached all available receipts to the invoice and where no receipt was obtained an explanation is enclosed. I affirm that the expenses shown on the invoice were made on behalf of and in support of projects of the committee.

Committee Member

Schertz Historical Preservation Committee review and approval on _____

Chairperson

ATTACHMENT: Copy of itemized invoice with attached receipts

APPENDIX C

Application for Landmark Property or Heritage Neighborhood Designation

This application is to serve as the means by which citizens may apply for approval to have a structure, residence, neighborhood, or designated area within the city limits and/or extra territorial jurisdiction (ETJ) of Schertz, Texas designated as either a "Landmark" property or a Heritage Neighborhood. "Landmark" shall mean any site or structure, designated by the Schertz Historical Preservation Committee (Commission) (SHPC) and declared as such by a majority vote of the Schertz City Council that is of exceptional cultural, archaeological, or architectural significance. "Heritage Neighborhood" shall mean a significant concentration, linkage, or continuity of sites or structures united architecturally, archaeologically, or culturally, by plan or physical development.

NAME OF APPLICANT / NOMINATOR:

ADDRESS OF APPLICANT / NOMINATOR:

TELEPHONE NUMBER:

NOMINATION FOR: (Landmark Property)/(Heritage Neighborhood)

NOMINEE:

SECTION A. DESIGNATION REQUEST

STATEMENT OF JUSTIFICATION:

City of Schertz, Texas
Historical Preservation Committee By-Laws
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(Continued on next page)
(Appendix E Cont'd)

SECTION B. COMMITTEE ACTION

☐ APPROVED ☐ APPROVED WITH MODIFICATION ☐ DENIED

SECTION C. CITY COUNCIL ACTION

☐ APPROVE ☐ APPROVE WITH MODIFICATION

Schertz Historical Preservation Committee

BYLAWS

Last Revised: January 23, 2020

Revised: October 27, 2022

Ratified: December 6, 2022

ARTICLE I NAME AND LOCATION

1.1 Name: The name of the Committee shall be the Schertz Historical Preservation Committee (SHPC), referred to herein as the Committee.

1.2 Office Location: The office of the Committee is to be the City of Schertz Mayor's Office, located at 1400 Schertz Parkway, Schertz, Texas 78154.

1.3 Mail: All mail shall be directed to the Committee through the City Secretary of the City of Schertz at the above address.

ARTICLE II PURPOSE

2.1 Mission: The SHPC exists in accordance with City Ordinance 06-R-35. The goals and objectives of the Committee will be to (i) create a City museum to contain pictures, artifacts, and other historical items related to the City's past; (ii) obtain grant money from the State of Texas, the federal government, and other charitable sources for the purpose of historical preservation; and (iii) designate and preserve qualified houses, commercial buildings, and other structures in the City as "historic".

2.2 Organization: The SHPC will:

(a) Maintain an organizational structure to allow for the conduct of meetings, management of the committee, and maintenance of records.

(b) Assign, publish, and monitor sub-committees, programs, and projects to highlight the mission of the Committee.

(c) Record (in manuscript form or vocally) for retention the memories and knowledge of individuals about people, places and events relating to the City of Schertz.

(d) Recommend to City Council the designation of historical structures and sites.

(e) Encourage and publicize community interest and involvement in the historical preservation of those activities.

(f) Participate with City Council in Schertz activities upon request.

ARTICLE III MEMBERSHIP

3.1 Membership shall be open to any Schertz resident who holds an interest in historical preservation and the history of Schertz, Texas, as approved by the City Council after an interview from the SHPC members. In addition, three of the members may be non-residents provided that they live in one of the following counties: Bexar, Guadalupe, or Comal.

3.2 All members will be volunteers who are unpaid and uncompensated.

3.3 All members must agree to abide by these by-laws.

3.4 Requirements for Committee Membership:

(a) Actively participate in meetings, subcommittees, and activities. This shall constitute a member in good standing.

3.5 Appointed members shall be no more than fourteen (14). Their appointment shall originate from nominations placed before the Schertz City Council. The appointed members shall be the only authorized voting members on Committee activities.

ARTICLE IV MEETINGS

4.1 Meetings of the Committee will be held on a monthly basis on the fourth Thursday of each month. Exceptions: No meetings in July or December. The November meeting will be held the third Thursday of the month. Meeting dates may be adjusted for holidays. The time of the meetings will be 6:00 P.M.

(a) If there is a scheduling conflict that requires a change of time and date of any meeting, all members shall be notified prior to the scheduled meeting date.

4.2 Special meetings may be called by the Chairperson at their discretion. Committee members may request a special meeting to the Chairperson either by email or phone call.

4.3 A quorum is when 50% of members are present for a Committee meeting.

(a) If a quorum fails to be achieved or maintained during the course of a meeting, no binding votes will be taken until a quorum is again achieved.

4.4 An agenda will be prepared by the Chairperson and be sent to the City Staff at least seven (7) days prior to the scheduled meeting date. Agendas will establish the date, time, and place of the meeting and a list of discussion items. SHPC Members are encouraged to submit agenda topics.

(a) Members are expected to attend meetings as scheduled, and if unable to attend a particular meeting, the member will notify the Chairperson to announce his/her expected absence.

(b) Should a member be absent for two (2) or more consecutive meetings for reasons other than circumstances approved by the Chairperson, the Committee may inquire with the member as to whether his/her personal commitments are such as to warrant release from the Committee membership. If deemed appropriate, the Committee Chairperson will notify the member of his/her recommended release from Committee's active membership and request he/she assume an associate member role or resign from Committee membership. The Chairperson will notify the City Secretary of the recommendation that City Council remove that member from the Committee.

ARTICLE V ELECTED OFFICERS

5.1 At a minimum, elected officers shall consist of a Chairperson and a Vice Chairperson.

5.2 Nominations for officers shall occur at the October and January meetings. Voting will occur at the January meeting. The only exception to this time schedule shall be the nominations and vote for the initial slate of officers.

(a) Elections may be held out of cycle in case of resignation or removal of members.

5.3 Officers will assume their positions at the January meeting or in the case of the initial slate of officers, at the time of member voting. The nominee receiving a plurality of votes will be deemed the selected candidate for the officer position under consideration.

5.4 The term of elected officers and committee members will be one (1) calendar year term for their duties and roles. A member may run unlimited times for any position.

(a) In the event that an elected officer is unable to complete his/her term of office, the membership will nominate and vote on a replacement and the newly selected officer will assume the officer post as of the date of the vote.

5.5 Officers and committee members shall not jointly or individually enter into any legally binding contract on behalf of the Committee.

ARTICLE VI ELECTED OFFICER DUTIES

6.1 The Chairperson shall:

(a) Preside at all meetings and perform all executive functions of the Committee.

- (b) Appoint all subcommittee chairs.
- (c) Be responsible for all meeting notices.
- (d) Be an ex-officio member of all sub-committees.

(e) Represent the Committee at City of Schertz City Council meetings, activities, etc. as needed.

6.2 The Vice-Chairperson shall:

(a) In the absence of the Chairperson, preside at all meetings. The Vice-Chairperson shall automatically assume the position of Chairperson in the case of vacancy. The Vice-Chairperson shall complete the term of the Chairperson until the next scheduled session.

(b) Perform all executive functions of the Committee as delegated by the Chairperson. Executive functions will include but not be limited to:

(i) Accepting expense vouchers from Committee members and submitting Committee approved vouchers to the appropriate City office for reimbursement.

(ii) Provide quarterly book sales reports.

(iii) Prepare an Annual Report covering Committee activities for the prior calendar year not later than the date of the second quarterly Committee meeting.

(iv) Gather data and prepare the Committee's Annual Report as an executive summary to the City subsequent to the January Committee meeting.

ARTICLE VII SUBCOMMITTEES

7.1 Subcommittees will be created based on need and activity.

ARTICLE VIII PARLIAMENTARY AUTHORITY

8.1 The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Committee activities so long as they are not inconsistent with these by-laws and any special rules the Committee may adopt.

(a) If there is a disagreement, then the laws in this document take precedent.

ARTICLE IV AMENDMENTS

9.1 These by-laws may be amended by a two-thirds affirmative vote of the present and appointed members voting at a Committee meeting.

ARTICLE X PUBLICATIONS

10.1 The Committee will obtain written permission from the owner (when known) to place pictures and articles in Committee publications.

10.2 The Committee will conform to the highest professional standards of publishing, editing, accuracy, and writing.

10.3 Anyone seeking to publish materials in the name of the Committee will submit such to the Committee for membership review and for vote (two-thirds of appointed members present for voting) before publishing in the name of the Committee. Non-response to a request will constitute approval.

10.4 News releases and publications being made on behalf of the Committee will be first coordinated with the Committee membership prior to release.

ARTICLE XI PROPERTY/ARTIFACTS OFFERINGS

11.1 Property in the form of papers, photographs, documents, artifacts, etc., offered to the Committee as historical materials by any person shall not be accepted and the donor shall be instructed to contact representatives of the Cibolo Valley Community Museum Association or a suitable historical organization that will accept their gifted item for retention or display.

ARTICLE XII COMMITTEE BUDGETING

12.1 The Committee Chairperson will provide whatever expense projections requested to the City of Schertz for its consideration in allocating funds for the operation of the Committee.

ARTICLE XIII MEMBER EXPENSE VOUCHERING

13.1 Expenditures by members of the Committee shall be reimbursed by the City of Schertz through the vouchering process that includes the following:

a) Items costing less than \$250 do not require pre-approval by the SHPC; however, the SHPC may choose to deny the request for reimbursement.

b) Items costing more than **\$250** but not more than **\$1,000** must be pre-approved by the SHPC before being purchased.

c) Any purchase of **\$1,000 or more** must be pre-approved by the SHPC before being purchased as well as coordinated through the Schertz City Manager's Office for a City of Schertz Purchase Order using Appendices A and B.

d) Complete a Texas Sales and Use Exemption Certification form (Appendix D) and present to the store when purchasing items on behalf of the SHPC. Some stores may not accept the form (i.e. Walmart), but most stores will.

13.2 Other purchases by a committee member in support of the Committee's work will be submitted to the Committee for payment using Appendix A and B.

(a) Appendix A: The vehicle for submitting the reimbursement expenses will be the Committee Invoice Document (Appendix A) along with legible receipts of the purchases. Original or copies of receipts will be required to support an Invoice. If a receipt is not available, a written explanation for its absence will be provided.

(b) Appendix B: The Letter of Request for Fund Disbursement (Appendix B) will have the signature of the Chairperson for review and approval prior to submission to the City.

(c) Requests for any expense reimbursement will be brought before the Committee for approval by a majority vote.

(d) Once Committee approval is obtained, the Committee Chairperson will forward the expense reimbursement package (Appendix A, Appendix B, and supporting documentation) to the City Finance Office for processing and payment. A copy will be maintained with the Committee's Finance Files.

ARTICLE XIV DESIGNATIONS OF HERITAGE NEIGHBORHOODS AND LANDMARK PROPERTIES

14.1 Authority: Per Section 21.3.6B1 (Boards and Commissions) of the Schertz Unified Development Code (UDC) the Committee (Commission) shall have those duties and approval authorities as granted by the ordinance establishing the Committee (Commission).

14.2 Designation of Heritage Neighborhoods: Nominations for such a designation can be made by any person or group interested in doing so using the application form in Appendix C.

14.3 A heritage neighborhood will be defined as one in which multiple properties are contained meeting the definition of such in the sections below. There will be no legal restrictions set on any such neighborhood or individual property contained therein. The process for approval will include the following:

(a) A majority vote of Committee members present and voting (vote to be based on the historical merits of the application presented to the Committee by the nominator)

14.4 Designation of Landmark Properties:

(a) Landmark: A "Landmark Property" is defined as any property that presents itself as a unique feature of the City of Schertz or its Extra Territorial Jurisdiction (ETJ) landscape (community) due to either its nostalgic, aesthetic, architectural, or symbolic attributes and which could or will have an enduring impact on the community's cultural identity.

(b) There will be no legal restrictions placed on any such properties.

(c) A property will be granted selection as a named landmark property by means of nomination for such status by any person or group interested in doing so using the application form in Appendix C.

ARTICLE XV SCHERTZ MAIN STREET AREA PRESERVATION INCENTIVE PROGRAM

15.1 Authority: Per City Council Resolution 15-R-03 the City of Schertz will offer an incentive grant program for historic preservation related projects (50/50 matching up to a \$20,000 cap) involving properties within the Main Street Incentive area as shown on Exhibit B of the above cited Resolution.

15.1 Administration: Shall be administered by the City of Schertz Building Inspection Division.

15.2 SHPC Responsibility: A City Representative will present an application for a City of Schertz Incentive Program Grant to the Schertz Historical Preservation Committee at the Committee's meetings.-

15.3 If expedited treatment is requested or required by an applicant, a special meeting called by the Chairperson will be initiated. The Committee will review the application for reasonable compliance with standards set by the Secretary of the Interior's Standards for the Treatment of Historic Properties. A majority committee vote shall be needed to approve an application for forwarding to City Council for action.

(a) The Committee Chairperson and/or City Staff will report to the Schertz City Council its recommendation as determined by Section 16.3 above.

(b) Committee members, by majority vote, may allow an extension of the one-year time allowance for project completion if deemed warranted by applicant appeal.

END OF BY-LAWS

APPENDICES

- A. SHPC Committee Invoice
- B. SHPC Letter of Request for Fund Disbursement
- C. SHPC Application for Heritage Neighborhood or Landmark Property Designation
- D. Tax Exempt Form

APPENDIX A

Schertz Historical Preservation Committee

Committee Invoice

ITEM PURCHASED	QUANTITY	COST PER	TOTAL
GRAND TOTAL			

I certify that the above expenditures were made on behalf and to support the work of the Schertz Historical Preservation Committee (receipts attached). If receipt is not attached, please explain reason.

Committee Member's Signature

Date

-

-

APPENDIX B

Schertz Historical Preservation Committee

Letter of Request for Fund Disbursement

FROM: _____
Committee Member

TO: Schertz Historical Preservation Committee

DATE: _____

In accordance with Article XII, Section 12.1 of the Schertz Historical Preservation Committee (SHPC) By-laws, I am requesting reimbursement for expenses for the attached Committee Invoice (Appendix A). I have attached all available receipts to the invoice and where no receipt was obtained an explanation is enclosed. I affirm that the expenses shown on the invoice were made on behalf of and in support of projects of the SHPC.

Committee Member's Signature

Date

Schertz Historical Preservation Committee review and approval on:

Chairperson's Signature

Date

ATTACHMENTS:

- Appendix A: Committee Invoice
- Receipt(s)

APPENDIX C**Schertz Historical Preservation Committee****Application for
Landmark Property or Heritage Neighborhood
Designation**

This application is to serve as the means by which citizens may apply for approval to have a structure, residence, neighborhood, or designated area within the city limits and/or Extra Territorial Jurisdiction (ETJ) of Schertz, Texas, designated as either a "Landmark" property or a "Heritage Neighborhood."

"Landmark Property" shall mean any site or structure, designated by the Schertz Historical Preservation Committee (SHPC) and declared as such by a majority vote of the Schertz City Council that is of exceptional cultural, archaeological, or architectural significance.

"Heritage Neighborhood" shall mean a significant concentration, linkage, or continuity of sites or structures united architecturally, archaeologically, or culturally, by plan or physical development in the past.

NAME OF APPLICANT / NOMINATOR:

ADDRESS DESIGNATION:

CONTACT INFORMATION (PHONE, EMAIL):

NOMINATION FOR (Check One):

- ☐ Landmark Property
☐ Heritage Neighborhood)

COMMITTEE NOMINEE: _____

STATEMENT OF JUSTIFICATION:

SECTION B. SCHERTZ HISTORICAL PRESERVATION COMMITTEE ACTION

- ☐ Approved
- ☐ Approved with Modification
- ☐ Denied

Chairperson's Signature

Date

SECTION C. CITY COUNCIL ACTION

- ☐ Approved
- ☐ Approved with Modification
- ☐ Denied

Appendix D


 01-339 (Back)
 (Rev. 4-13/8)

SAVE A COPY

CLEAR SIDE

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency City of Schertz	
Address (Street & number, P.O. Box or Route number) 1400 Schertz Parkway	Phone (Area code and number) 210-619-1144
City, State, ZIP code Schertz, TX 78154	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

Local Government # 74-1469344

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

	Purchaser	Title	Date

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.

CITY COUNCIL MEMORANDUM

City Council Meeting: December 6, 2022
Department: City Secretary
Subject: Ordinance 22-T- 43 - An Ordinance by the City Council of the City of Schertz, Texas authorizing an adjustment to the Fiscal Year 2022-2023 Budget to fund audio/visual improvements for Municipal Court, repealing all ordinance or parts of ordinance in conflict with this ordinance; and providing an effective date. *(Final Reading) (M.Browne/J.Walters)*

BACKGROUND

On September 13, 2022, Council adopted a budget for FY 2022-23 with ordinance 22-T-30. That adoption included \$12,740 of expenditures out of the restricted Court Technology Fund. These funds can be used in accordance with Texas Code of Criminal Procedure art 102.0172, which includes technological enhancements for the courtroom.

The increase in personnel with the FY 2022-23 Budget will cause additional space requirements for building 1. During COVID, the Council Chambers were used successfully to hold municipal court with the required spacing requirements. Staff is proposing to use the current courtroom for additional office space and move municipal court to the Council Chambers, until further notice.

Plans have been in place to update the Council Chamber Audio/Visual system and is ready to move forward. With court moving to the Council Chambers, additional enhancements are needed. While the current set up was usable during COVID, court is requesting a few additional features that were in the old courtroom.

These additional expenditures would fall under appropriate usage of the Court Technology funds. Council adopted a budget to use \$12,740 throughout the year as needs arise, but the requested upgrades are \$23,433. This adjustment would allocate the remaining \$10,693 needed to complete the Court audio/visual upgrades to the Council Chambers.

GOAL

To authorize funding to provide additional audio/visual upgrades to the Council Chambers to use the facility for municipal court.

COMMUNITY BENEFIT

Keep existing court functions when holding court in the Council Chambers.

SUMMARY OF RECOMMENDED ACTION

Approval of Budget Adjustment Ord 22-T-43 to provide funding for audio/visual upgrades to the Council Chambers to be used as a municipal courtroom.

FISCAL IMPACT

The current balance of the Court Technology Fund is \$510,635. This adjustment would reduce that balance by \$10,963 to \$499,671.

RECOMMENDATION

Staff recommends approval of ordinance 22-T-43.

Attachments

Ordinance 22-T-43

ORDINANCE NO. 22-T-43

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN ADJUSTMENT TO THE FISCAL YEAR 2022-2023 BUDGET TO FUND AUDIO/VISUAL IMPROVEMENTS FOR MUNICIPAL COURT, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Ordinance 22-T-30, the City of Schertz (the “City”) adopted the budget for the City for the fiscal year 2022-2023 (the “Budget”), which provides funding for the City’s operations throughout the 2022-2023 fiscal year; and

WHEREAS, the City needs to authorized budget amounts of \$10,963.00 for additional upgrades to the Council Chambers Audio/Visual system to better hold municipal court in the chambers; and

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

WHEREAS, the City Council of the City has determined that it is in the best interest of the City to adjust the Budget for additional audio/visual upgrades as more fully set forth in this Ordinance.

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

Section 1. The City shall increase the budget by \$10.963.00 for audio/visual upgrades to the Council Chambers to better hold municipal court sessions. Funding will come from the Court Technology Fund.

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

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

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

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

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

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

PASSED, APPROVED ON NOVEMBER 1, 2022 ON THIS FIRST READING and

PASSED, APPROVED AND ADOPTED ON FINAL READING, DECEMBER 6, 2022.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, Interim City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: December 6, 2022
Department: Finance
Subject: Ordinance No. 22-T-49 - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas, authorizing an adjustment to the fiscal year 2022-2023 budget, repealing all Ordinances or parts of Ordinances in conflict with this Ordinance; and providing an effective date. (*First Reading*) (B. James/J. Walters)

BACKGROUND

This budget amendment ordinance is meant to move unused budgeted amounts from FY 2021-22 to FY 2022-23. This adjustment is for departments that had unused budgeted amounts due to delays in manufacturing, back ordered/out of stock items, or project schedules that run through multiple fiscal years. The identified items and amounts to be rolled forward amount to \$1,801,317. A list of items are outlined below:

1. Police - \$81,139 in vehicle purchases to replace the K-9 vehicle
2. Parks - \$27,800 budgeted for Wendy Swan Restroom Repairs
3. Parks - \$9,015 to purchase tables for Ashley Park
4. Parks - \$133,118 to continue renovations at Thulemeyer Park
5. Parks - \$3,993 to continue upgrading the garden at the Senior Center
6. Parks - \$88,173 to continue the Cibolo Valley Drive median landscaping
7. IT - \$4,483 to continue the city's wifi and camera upgrades
8. Fire - \$15,533 community outreach for promotional material purchases
9. Fire - \$283,561 for vehicle purchase and outfitting
10. Fire - \$10,000 promotional testing cost increases
11. Fire - \$27,732 for delayed uniform purchases
12. PEG - \$479,796 to continue the master communication plan execution
13. PEG - \$374,974 to continue the Council Chambers AV upgrade project
14. EMS - \$262,000 for an ambulance remount and equipment that was delayed

Staff also recommends setting a budget for graffiti abatement in the City. Sec. 50-307 of the City Code of Ordinances must offer property owners graffiti removal services free of charge. Once City Staff has probably cause to believe graffiti has been placed upon any property, staff will notify the property owner in writing of the graffiti and offer to remove it free of charge. If no response is received in 10 calendar days the offer shall be deemed refused.

A budget for this service was not included in the FY 2022-23 Adopted Budget and staff recommends setting it at \$10,000 based on the current known requests for service and properties that have been notified.

GOAL

To move forward unused budget amounts on approved programs from FY 2021-22 to prevent expenses from the previous fiscal year from inhibiting the operating budgets for FY 2022-23.

COMMUNITY BENEFIT

This will prevent current year projects from being delayed due to overlapping expenditures from the previous fiscal year.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Ordinance 22-T-49.

FISCAL IMPACT

This adjustment will use budgeted amounts from FY 2021-22. Those unused funds increased fund balance at the end of the fiscal year. This adjustment will use \$1,801,317 of fund balance that will be reported on the annual financial report.

Estimated Unassigned Fund Balance as of September 30, 2022

Fund	Starting Balance	Roll Forward	Remaining
General Fund	\$12,570,000	\$684,548	\$11,885,452
PEG	\$880,000	\$854,770	\$25,230
EMS	\$2,970,000	\$262,000	\$2,708,000

General Fund and EMS operating funds will still meet the 26% fund balance requirement after the adjustment.

The \$10,000 for graffiti removal services will also come from reserves and will be considered as base budget for the following year.

RECOMMENDATION

Staff recommends approval of Ordinance 22-T-49.

Attachments

Ordinance 22-T-49

ORDINANCE NO. 22-T-49

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN ADJUSTMENT TO THE FISCAL YEAR 2022-2023 BUDGET TO REAUTHORIZE UNUSED FUNDS FROM FISCAL YEAR 2021-2022 AND SETTING A BUDGET FOR GRAFFITI ABATEMENT, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Ordinance 22-T-30, the City of Schertz (the “City”) adopted the budget for the City for the fiscal year 2022-2023 (the “Budget”), which provides funding for the City’s operations throughout the 2022-2023 fiscal year; and

WHEREAS, the City needs to authorized budget amounts of \$1,801,317.00 to re-authorize unused funds from fiscal year 2021-22; and

WHEREAS, the City needs to authorize a budget of \$10,000.00 to be used for graffiti abatement; and

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

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

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

Section 1. The City shall increase the Fire Department Budget by \$336,826.00 to purchase and outfit vehicles, for uniforms, community outreach, and for promotional testing.

Section 2. The City shall increase the Police Department Budget by \$81,139.00 for a K-9 vehicle replacement.

Section 3. The City shall increase the Parks Department Budget by \$173,926.00 to complete Wendy Swam restroom repairs, Ashley Park and Thulemyer Park renovations, and the update for the Senior Center Garden.

Section 4. The City shall increase the Roadway Impact Fees Budget by \$88,173.00 to continue the Cibolo Valley Drive median project.

Section 5. The City shall increase the Information Technology Budget by \$4,483.00 to complete wifi and camera upgrades.

Section 6. The City shall increase the Public, Education, and Governmental Programing (PEG) Fund Budget by \$854,770.00. The first \$479,796.00 is to continue the Master

Communication Plan and the remaining \$374,974.00 is to complete the City Council Chambers audio/visual upgrade.

Section 7. The City shall increase the Emergency Medical Services (EMS) Department Budget by \$262,000.00 to complete the purchase and outfit of an approved ambulance replacement.

Section 8. The City shall set a budget of \$10,000.00 for graffiti abatement services.

Section 9. These expenditures will be funded from the fund balance of their respective funds.

Section 10. 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 11. 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 12. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 13. 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 14. 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 15. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

PASSED ON FIRST READING, the 6th day of December, 2022.

PASSED AND ADOPTED ON SECOND AND FINAL READING, the 13th day of December, 2022.

CITY OF SCHERTZ, TEXAS

Mayor

ATTEST:

Interim City Secretary

(CITY SEAL)

CITY COUNCIL MEMORANDUM

City Council Meeting: December 6, 2022
Department: Planning & Community Development
Subject: Ordinance No. 22-S-45 Conduct a public hearing and consideration and/ or action on a request to rezone approximately 0.14 acres of land from Single-Family Residential District (R-2) to Main Street Mixed Use District (MSMU), generally located southeast of the intersection of Randolph Ave and Exchange Ave, also known as 204 Randolph Ave, also known as Guadalupe County Property Identification Number 67555, Guadalupe County, Texas. (B. James, L. Wood, E. Delgado)(*First Reading*)

BACKGROUND

The applicant is proposing to rezone approximately 0.14 acres of land from Single-Family Residential District (R-2) to Main Street Mixed Use District (MSMU), the property is located at 204 Randolph Ave. The rezone is desired by the property owner in order to utilize the property for commercial purposes and for additional parking spaces which will benefit 603 Main Street, 204 Randolph, and 539 Main Street.

A Public Hearing notice was published in the San Antonio Express news on November 16, 2022. Twenty-three (23) public hearing notices were mailed to surrounding property owners within two hundred (200) feet of the subject property on November 3, 2022. At the time of this staff report one (1) response in favor of the zoning request has been received. No responses neutral or opposed to the request have been received.

The following residents spoke at the November 16, 2022 Planning and Zoning Commission Public Hearing:

- Thomas Perkins- 305 Randolph Ave
 - Expressed concerns with parking and noise currently in the vicinity (specifically on Randolph Ave) due to existing commercial development and the impact it makes on the nearby residential.
- Linda Perkins- 305 Randolph Ave
 - Expressed concerns with noise due to existing commercial development and the impact on the tenants that reside in her rental property.

GOAL

The proposed rezone is for approximately 0.14 acres of land from Single Family Residential District (R-2) to Main Street Mixed Use District (MSMU) located southeast of the intersection of Randolph Ave and Exchange Ave, also known as 204 Randolph Ave.

COMMUNITY BENEFIT

It is the City's desire to promote safe, orderly, efficient development and ensure compliance with the City's vision of future growth.

SUMMARY OF RECOMMENDED ACTION

The Sector Plan amendment to the Comprehensive Land Use Plan (CLUP) designates the subject property as part of Historic Downtown Schertz. The objectives for Historic Downtown Schertz are to leverage Schertz's history and heritage to create a unique destination with local independent businesses, encouraging the use of existing buildings. The Main Street Mixed-Use District (MSMU) was created to help achieve these objectives. The Main Street Mixed-Use District (MSMU) is intended to provide a base zoning district to the area along Main Street and within the Main Street Incentive Program area. In light of the history of the area and variety of land uses that exist, this zoning district allows for both single-family residential uses and low intensity commercial uses. Reduced setbacks and parking requirements are provided as part of this district due to physical constraints.

- **Comprehensive Plan Goals and Objectives:** The proposed rezoning request is generally in conformance with the goals and objectives of the Comprehensive Plan. In particular, the proposed zone change will provide for either single family or low intensity commercial occupancy.
- **Impact of Infrastructure:** The proposed rezoning request should have a minimal impact on the existing water and wastewater systems.
- **Impact of Public Facilities/Services:** The proposed rezoning request will have minimal impact on public services, such as schools, fire, police, parks and sanitation services.
- **Compatibility with Existing and Potential Adjacent Land Uses:** The subject property is currently surrounded by a single-family dwelling, a counselors' office (currently zoned MSMU), and right-of-way, with commercial businesses in the vicinity along Main Street and across Randolph Ave (The Hidden Grove, zoned MSMU). The Main Street Mixed Use District (MSMU) will allow for either low intensity commercial or single-family residential, both of which are compatible with the adjacent land uses.

The rezoning request appears to have a minimal impact on the public infrastructure, facilities or services and is consistent with the Comprehensive Land Use Plan and compatible with the surrounding land uses. The applicant is proposing to rezone the property from the current Single Family Residential District (R-2) to Main Street Mixed Use District (MSMU), to allow for single family residential or low intensity commercial land uses that are permitted in the Main Street Mixed Use District (MSMU). Based on the Comprehensive Land Use Plan and surrounding land uses the Main Street Mixed Use District (MSMU) is a compatible / appropriate zoning district for this tract of land. Staff recommends approval of the rezoning application as submitted.

FISCAL IMPACT

None.

RECOMMENDATION

The Planning and Zoning Commission conducted a public hearing on November 16, 2022 and offered a recommendation of approval by a 6-0 vote.

Based on the Comprehensive Land Use Plan and surrounding land uses the Main Street Mixed Use District (MSMU) is a compatible and appropriate zoning district for this property. Staff recommends approval of the rezoning application as submitted.

Attachments

Ord. No. 22-S-45

Exhibit A- Zoning Exhibit and Field Notes

Aerial Map

Public Hearing Notice Map

Public Hearing Notice Responses

ORDINANCE NO. 22-S-45

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 0.14 ACRES OF LAND TO MAIN STREET MIXED-USE DISTRICT (MSMU), GENERALLY LOCATED SOUTHEAST OF THE INTERSECTION OF RANDOLPH AVE AND EXCHANGE AVE, ALSO KNOWN AT 204 RANDOLPH AVE, ALSO KNOWN AS GUADALUPE COUNTY PROPERTY IDENTIFICATION NUMBER 67555, GUADALUPE COUNY, TEXAS

WHEREAS, an application to rezone approximately 0.14 acres of land located southeast of the intersection of Randolph Ave and Exchange Ave, also known as 204 Randolph Ave, also known as Guadalupe County Property Identification Number 67555, 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 November 16, 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 December 6, 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 Main Street Mixed-Use District (MSMU).

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.

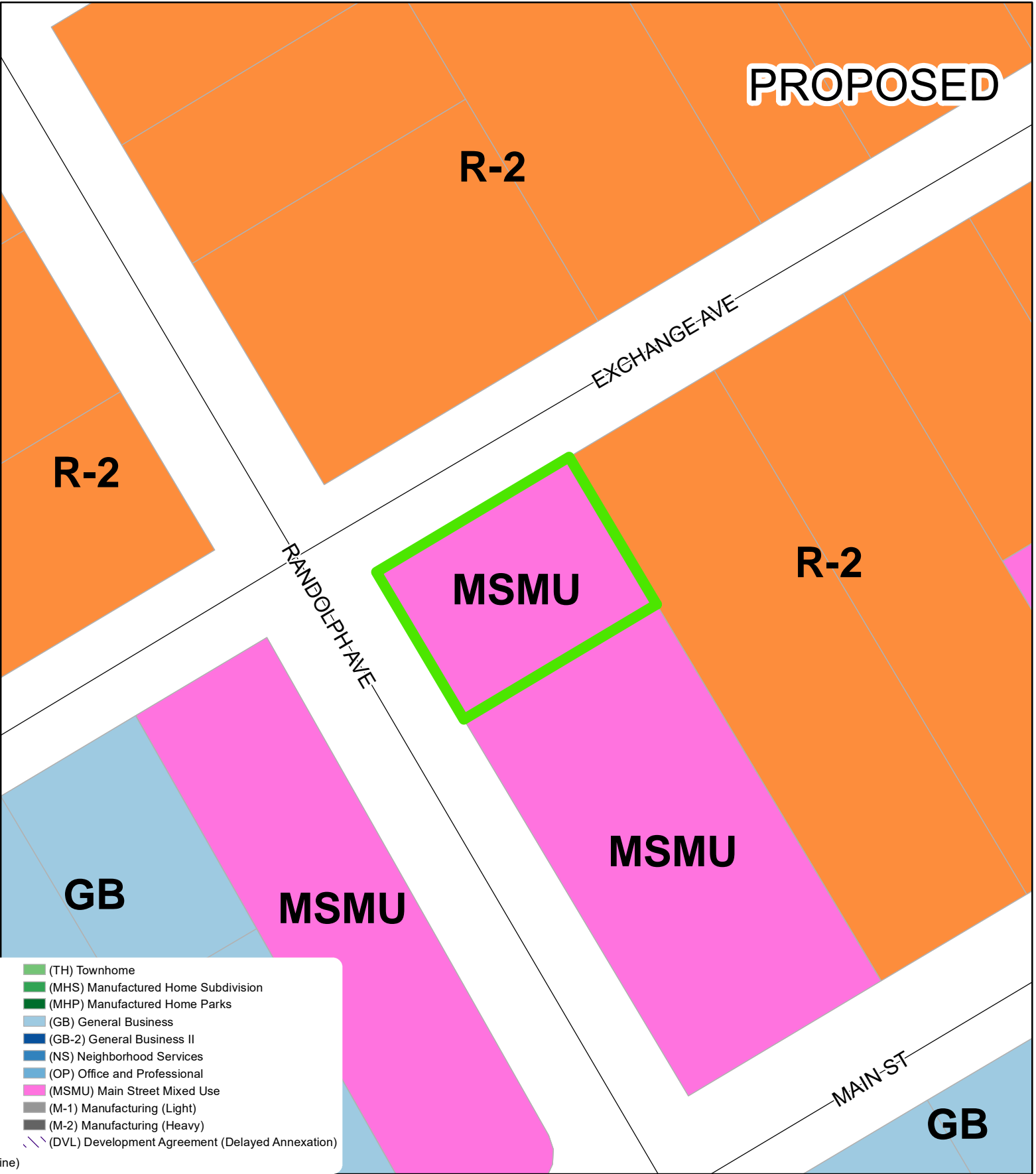
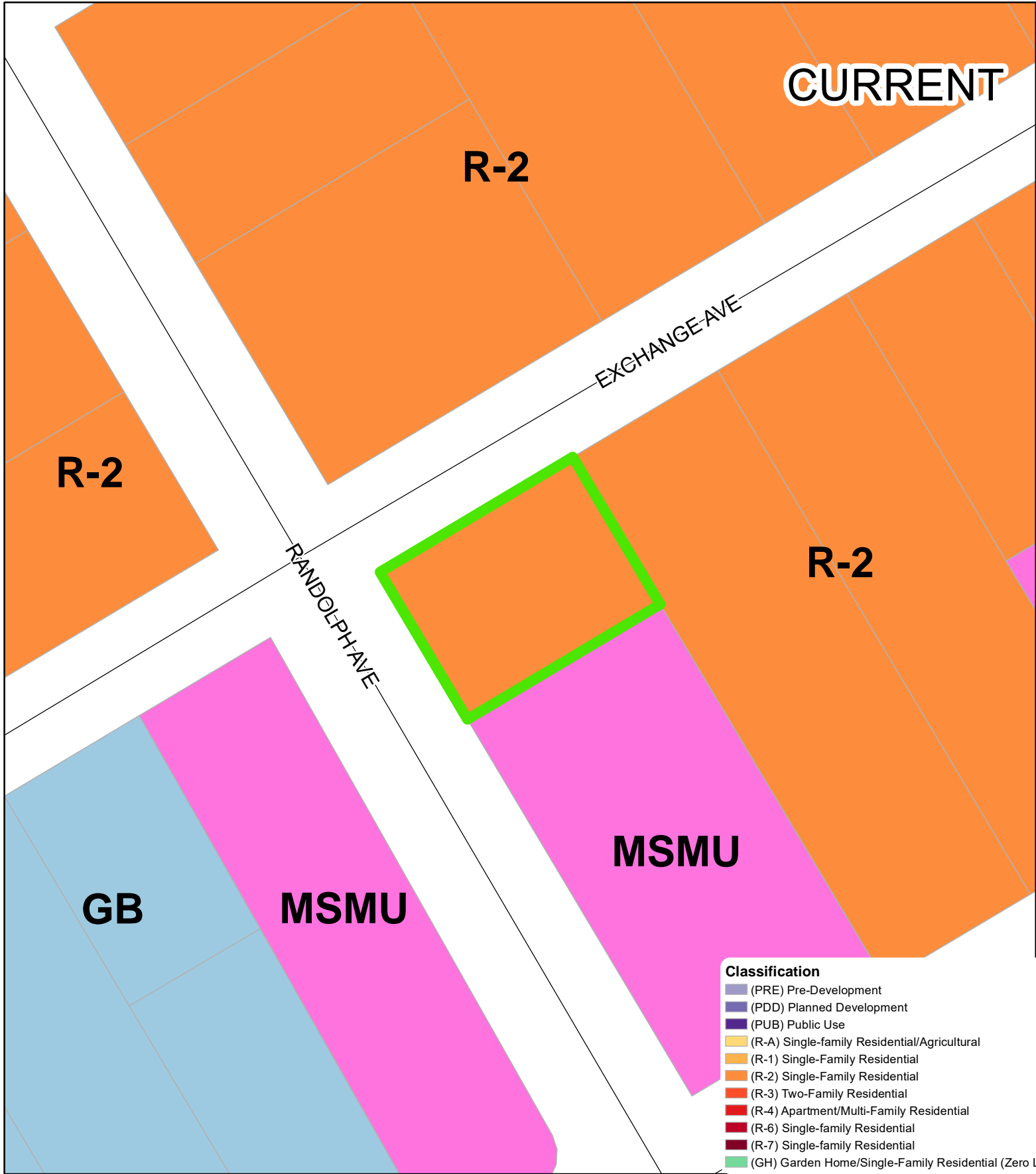
Approved on first reading the 6th day of December, 2022.

PASSED, APPROVED AND ADOPTED on final reading the 13th day of December, 2022.

Ralph Gutierrez, Mayor

ATTEST:

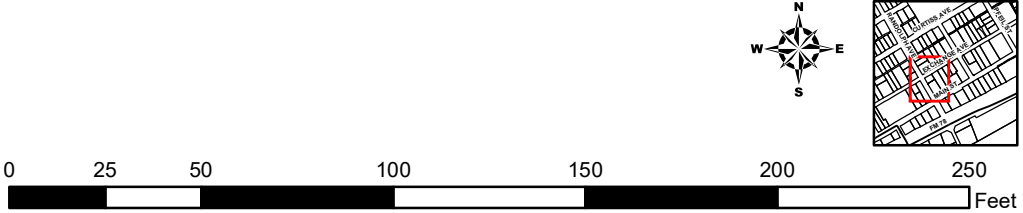
Sheila Edmondson, Interim City Secretary
(SEAL OF THE CITY)



- Classification**
- (PRE) Pre-Development
 - (PDD) Planned Development
 - (PUB) Public Use
 - (R-A) Single-family Residential/Agricultural
 - (R-1) Single-Family Residential
 - (R-2) Single-Family Residential
 - (R-3) Two-Family Residential
 - (R-4) Apartment/Multi-Family Residential
 - (R-6) Single-family Residential
 - (R-7) Single-family Residential
 - (GH) Garden Home/Single-Family Residential (Zero Lot Line)
 - (TH) Townhome
 - (MHS) Manufactured Home Subdivision
 - (MHP) Manufactured Home Parks
 - (GB) General Business
 - (GB-2) General Business II
 - (NS) Neighborhood Services
 - (OP) Office and Professional
 - (MSMU) Main Street Mixed Use
 - (M-1) Manufacturing (Light)
 - (M-2) Manufacturing (Heavy)
 - (DVL) Development Agreement (Delayed Annexation)

Proposed Zoning Change

204 Randolph Ave
ABS: 221 SUR: G MALPAZ 0.1400 AC.



**CROSS BRANCH
SURVEYING**
10615 PERRIN BEITEL #703
SAN ANTONIO, TEXAS 78217
(210) 828-1102

STATE OF TEXAS
COUNTY OF GUADALUPE

0.14 ACRES
204 RANDOLPH BLVD.

BEING A 0.14 ACRE TRACT OUT OF THE G. MALPAZ SURVEY NO. 67, GUADALUPE COUNTY, TEXAS, BEING ALL OF THAT SAME TRACT DESCRIBED IN DOCUMENT NO. 202199019648 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found in the southwest line of that certain tract of land conveyed to Francisco H. & L.T. Coronado by deed recorded in Volume 518, Page 643, of the Deed Records of Guadalupe County, Texas, same being the north corner of a 0.3418-acre tract of land conveyed to MM STX, LLC by deed recorded in Document No. 201999027444 of the Official Public Records of Guadalupe County, Texas, same being the east corner and the **POINT OF BEGINNING** of this herein described tract;

THENCE, S 60°00'00" W, leaving the southwest line of said Coronado tract, with the northwest line of said 0.3418-acre tract, a distance of **89.06 feet** to a ½" iron rod set in the northeast right-of-way line of Randolph Avenue for the west corner of said 0.3418-acre tract, same being the south corner of this herein described tract and the east corner of that certain 779 square foot tract of land conveyed to Urban Renewal Agency of the City of Schertz;

THENCE, N 30°00'00" W, with the northeast right-of-way line of Randolph Avenue, a distance of **54.14 feet** to a ½" iron rod set at the beginning of a tangent curve to the right;

THENCE, 23.56 feet with said curve to the right, having a radius of 15.00 feet, a central angle of 90°00'00" and a chord which bears N 15°00'00" E, a distance of 21.21 feet to a ½" iron rod set in the southeast right-of-way line of Exchange Avenue for the point of tangency;

THENCE, N 60°00'00" E (the bearing basis), with the southeast right-of-way line of Exchange Avenue, a distance of **74.06 feet** to a ½" iron rod set for the west corner of said Coronado tract, same being the north corner of this herein described tract;

THENCE, S 30°00'00" E, leaving the southeast right-of-way line of Exchange Avenue, with the southwest line of said Coronado tract, a distance of **69.14 feet** to the **POINT OF BEGINNING** of this herein described tract, containing 0.14 acres (6,109 square feet) of land, more or less, within these metes and bounds.

I hereby certify that this survey was performed upon the ground May 24th, 2022, under my direct supervision and is true and correct to the best of my knowledge.

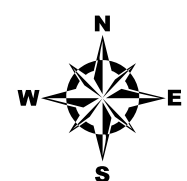


Caesar A. Garcia
Registered Professional Land Surveyor No. 5904
WO #22-5-4D





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



SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

204 RANDOLPH AVE
(PLZC20220175)

- | | | | |
|--------------------|----------------------------|----------------------------------|--------------------------------|
| <all other values> | <all other values> | Planned Secondary Arterial | Commercial Collector B |
| Highways | Freeway | Secondary Rural Arterial | Planned Commercial Collector B |
| Major Roads | Principal Arterial | Planned Secondary Rural Arterial | Commercial Collector A |
| Minor Roads | Planned Principal Arterial | Residential Collector | Planned Commercial Collector A |
| Other Cities | Secondary Arterial | Planned Residential Collector | |

- | | | | |
|----|-----|-----|---------------------|
| 1" | 8" | 20" | Schertz Gravity |
| 2" | 10" | 24" | Schertz Pressure |
| 3" | 12" | 30" | Neighboring Gravity |
| 4" | 16" | 36" | Private Pressure |
| 6" | 18" | | |

- | | |
|----------|----------------------------|
| Hydrant | 200' Buffer |
| Manholes | Schertz Municipal Boundary |
| | County Boundaries |

0 37.5 75 150 225 300 Feet

1 Inch = 75 Feet



Last Update: October 25, 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

204 Randolph Ave (PLZC20220175)



Project Area



200' Buffer



NOTICE OF PUBLIC HEARING

November 3, 2022

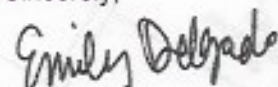
Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, November 16, 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:

PLZC20220175— A request to rezone approximately 0.14 acres of land from Single-Family Residential District (R-2) to Main Street Mixed Use District (MSMU), generally located southeast of the intersection of Randolph Ave and Exchange Ave, also known as 204 Randolph Ave, also known as Guadalupe County Property Identification Number 67555, 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 Emily Delgado, Planning Manager, 1400 Schertz Parkway, Schertz, Texas 78154, by fax (210) 619-1789, or by e-mail edelgado@schertz.com. If you have any questions, please feel free to call Emily Delgado, Planning Manager directly at (210) 619-1784.

Sincerely,

Emily Delgado
Planning Manager

Reply Form

I am: in favor of ☒ opposed to ☐ neutral to ☐ the request for **PLZC20220175**

COMMENTS: _____

NAME: MIKE KIRBY

(PLEASE PRINT)

SIGNATURE Mike KirbySTREET ADDRESS: 605 EXCHANGEDATE: 7 NOV 22

CITY COUNCIL MEMORANDUM

City Council Meeting: December 6, 2022
Department: Planning & Community Development
Subject: Ordinance No. 22-S-42 - Consideration and /or action on a request to rezone approximately 31 acres of land from General Business District (GB) to Single-Family Residential District (R-2), the property, a portion of Parcel ID 63998, generally located approximately 1,000 feet to the northwest of the Eckhardt Road and Green Valley Road intersection. City of Schertz, Guadalupe County, Texas. (B. James, L. Wood, S. Haas) *(First Reading)*

BACKGROUND

Owner: Theresa Jeanne Ackermann

Forty public hearing notices were mailed to the surrounding property owners on September 30, 2022 with a public hearing notice published in the "San Antonio Express" on Wednesday, November 16, 2022. At the time of this report, staff has received six (6) responses opposed and one (1) response in favor of the requested rezoning. Five of the responses in opposition are from property owners within the 200' notice area. They represent 20.1% of the area within the 200' notice area. As these protests exceed the 20% requirement, an affirmative vote of at least three-fourths of Council is required to approve this request. The attached Opposition Exhibit shows the opposition that is within the 200' notice area.

A public hearing was held at the October 12, 2022, Planning and Zoning Commissions meeting where the following residents spoke:

- Louis Dawkins - 536 Scarlet Ct., Canyon Lake
- Donna Sanders - 4507 Pecos Pt.
- Theresa Jeanne Ackermann - property owner
- Carlos Sanders - 4507 Pecos Pt.

There was a discussion on:

- Clarification on water standards and availability
- Property Taxes
- Retail sales businesses
- Road improvements
- Land use changes

GOAL

The goal is to rezone approximately 31 acres of land from General Business District (GB) to Single-Family Residential District (R-2) in order to develop a residential subdivision.

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 Comprehensive Land Use Plan (CLUP), through the Future Land Use Plan and the North Schertz Sector Plan, designates this subject property as Single-Family Residential.

- **Comprehensive Plan Goals and Objectives:** The Single-Family Residential designation from the Comprehensive Land Use Plan and the Future Land Use Plan is intended to accommodate Single-Family Residential which is defined as conventional detached dwellings. For areas proposed to utilize a traditional neighborhood design the Single Family Residential use may include a mix of residential uses as well as limited commercial development to support the daily activities of the development. Additionally, in all Single Family Residential use areas, public and semi-public development such as schools and churches are encouraged as neighborhood focal points. Currently, the property is zoned General Business District (GB), which does not align with the Comprehensive Land Use Plans designation for the property. The proposed zone change to Single-Family Residential District (R-2) is directly in line with the goals and objectives of the Comprehensive Land Use Plan.
- **Impact of Infrastructure:** The proposed rezone would have a minimal impact on the existing infrastructure. If the zone change were to be approved, during the platting / development process the property will need to comply with all subdivision regulations in relation to water and sewer.
- **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:** The property is adjacent to single family homes to the north and predominately undeveloped land. The Comprehensive Land Use Plan designates the property as Single-Family Residential. The proposed zone change is compatible with existing and potential land uses.

FISCAL IMPACT

None

RECOMMENDATION

The property is compatible with adjacent land uses as well as the Comprehensive Land Use. If the zone change gets approved, the approximately 31 acres will be developed into single-family homes with an R-2 zoning district designation for a proposed traditional neighborhood design that may include a mix of residential uses such areas of public and semi-public uses.

The Planning and Zoning Commission held a public hearing on October 12, 2022, and offered a recommendation of approval with a 6-0 vote. Staff supports the Commissions recommendation and recommends approval of the proposed rezoning from General Business District (GB) to Single-Family Residential District (R-2).

Attachments

Ordinance No. 22-S-42

Exhibit A

Aerial Exhibit

Public Hearing Notice Map

Public Hearing Responses

Opposition Exhibit

ORDINANCE NO. 22-S-42

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 31 ACRES OF LAND TO SINGLE-FAMILY RESIDENTIAL DISTRICT (R-2) GENERALLY LOCATED 1,000 FEET TO THE NORTHWEST OF THE ECKHARDT ROAD AND GREEN VALLEY ROAD INTERSECTION ALSO KNOWN AS GUADALUPE COUNTY PROPERTY IDENTIFICATION NUMBER 63998, GUADALUPE COUNY, TEXAS

WHEREAS, an application to rezone approximately 31 acres of land located 1,000 feet to the northwest of the Eckhardt Road and Green Valley Road intersection, also known as 4600 Eckhardt Road, also known as Guadalupe County Property Identification Number 63998, 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 October 12, 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 December 6, 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 Single-Family Residential (R-2).

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 6th day of December, 2022.

PASSED, APPROVED AND ADOPTED on final reading the 13th day of December, 2022.

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, Interim City Secretary
(SEAL OF THE CITY)

Date: Sep 14, 2022, 10:13am User ID: rwalden
File: U:\Projects\772\05\01\Design\Exhibits\CAD\EX_Eckhardt_Rd_Zoning.dwg

NOTE

REFERENCED PROPERTY IS IN ZONE X. AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SCALED FROM FEMA FLOOD MAP 90 OF 480, COMMUNITY PANEL NO. 48187C0090F, DATED NOVEMBER 2, 2007.

ZONING TABLE		
TOTAL ACREAGE	EXISTING ZONING	PROPOSED ZONING
30.13 ACRES	GB	R-2

4.99 ACRE TRACT
LAND USE: AGRICULTURE
ZONING : NONE
PROPERTY ID: 61591
(DOC.# 16165)
OWNER: DAKE COLLEEN J
7208 GREEN VALLEY RD
CIBOLO, TX 78108

4.99 ACRE TRACT
LAND USE: AGRICULTURE
ZONING : NONE
PROPERTY ID: 61628
(VOL. . PG.)
OWNER: GROVER E & BA WRIGHT
7260 GREEN VALLEY RD
CIBOLO, TX 78108

0.75 ACRE TRACT
LAND USE: AGRICULTURE
ZONING : NONE
PROPERTY ID: 61626
(VOL. 477, PG. 698 O.P.R.)
OWNER: BARBARA ANN WRIGHT
7260 GREEN VALLEY RD
CIBOLO, TX 78108

23.63 ACRE TRACT
LAND USE: AGRICULTURE
ZONING : NONE
PROPERTY ID: 61592
(VOL. 2780, PG. 1073 O.P.R.)
OWNER: BARBARA WRIGHT
7260 GREEN VALLEY RD
CIBOLO, TX 78108

11.682 ACRE TRACT
LAND USE: AGRICULTURE
ZONING : NONE
PROPERTY ID: 61525
(VOL. 669, PG. 102 O.P.R.)
OWNER: HAROLD M
KLAERNER
7470 GREEN VALLEY RD
NEW BRAUNFELS, TX 78132

0.630 ACRE TRACT
LAND USE: SINGLE-FAMILY
RESIDENTIAL
ZONING: A1
PROPERTY ID: 61526
(VOL. 669, PG. 102 O.P.R.)
OWNER: HAROLD M KLAERNER
7470 GREEN VALLEY RD
NEW BRAUNFELS, TX 78123

1.50 ACRE TRACT
LAND USE: N/A
ZONING : NONE
PROPERTY ID: 153815
(VOL. 2955, PG. 1031)
OWNER: THERESA
JEANNE ACKERMANN
RD
CIBOLO, TX 78108

44.332 ACRE TRACT
OWNER: THERESA JEANNE ACKERMAN
(VOL. 2955, PG. 1031 O.P.R.)

5.503 ACRE TRACT
LAND USE: AGRICULTURE
ZONING: GB
PROPERTY ID: 63997
(VOL. 2416, PG. 26 O.P.R.)
OWNER: KATHY ADAMS AND
JASON LUND
4190 ECKHARDT ROAD
MARION, TX 78124

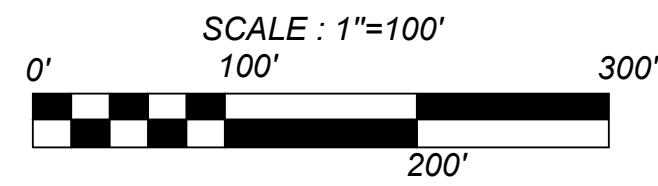
22.14 ACRE TRACT
LAND USE: AGRICULTURE
ZONING : GB
PROPERTY ID: 64006
(VOL. 4176, PG 767 O.P.R.)
OWNER: SCHWAB CREDIT TRUST
RUBY F SCHWAB - TRUSTEE
1288 N BUSINESS 35
NEW BRAUNFELS, TX 78130

95.34 ACRE TRACT
LAND USE: AGRICULTURE
ZONING: GB
PROPERTY ID: 63994
(VOL. 1654, PG. 902 O.P.R.)
OWNER: RBV2 LIMITED PARTNERSHIP
8809 CARRIAGE DR
SAN ANTONIO, TX 78217

7.95 ACRE TRACT
LAND USE:
ZONING : GB
PROPERTY ID: 63993
(DOC.# 202099005854)
OWNER: HESS HILLS DEVELOPMENT LLC
606 EAST 42ND ST. AUSTIN, TX 78751

42.79 ACRE TRACT
LAND USE:
ZONING : GB
PROPERTY ID: 63992
(DOC.# 202099005854)
OWNER: HESS HILLS DEVELOPMENT LLC
606 EAST 42ND ST.
AUSTIN, TX 78751

47.51 ACRE TACT
LAND USE: SINGLE-FAMILY RESIDENTIAL
ZONING: R4
THE PARKLANDS SUBDIVISION UNIT 1
(VOL. 8, PGS. 739-744 M.P.R.)



LEGEND	
	= BOUNDARY
	= RIGHT - OF - WAY
	= EXISTING CONTOURS
	= 200' NOTIFICATION BOUNDARY

OWNER:
THERESA ACKERMANN
7263 GREEN VALLEY RD.
CIBOLO, TX 78108
(210) 415-0697

APPLICANT:
AWH CONSULTING, LLC.
4630 N LOOP 1604 W, SUITE 514
SAN ANTONIO, TX 78249
(210) 367-0445

ENGINEER:
KFW ENGINEERS & SURVEYING
162 W MILL ST., NEWBRAUNFELS, TX 78130
PHONE: (830) 220-6042
FAX: (830) 627-9097

PROPERTY INFORMATION

ID#	OWNER	ADDRESS	DEED INFO
168220	SANDOVAL DUSTIN R	4486 PECOS POINT SCHERTZ, TX. 78108	201899019438
168219	YI JAE & KIMEO YI	4490 PECOS POINT SCHERTZ, TX. 78108	201999014105
168218	KURTZ TRACIELYNN MARIE	4494 PECOS POINT SCHERTZ, TX. 78108	202199014783
168217	STEWART KENNETH WAYNE JR & MICHELLE STEWART	4498 PECOS POINT SCHERTZ, TX. 78108	202099029079
168216	BERRYMAN KENDALL & JANET	4502 PECOS POINT SCHERTZ, TX. 78108	20209900089
168215	GARCIA JOSEPHINE EUGENIA & PEDRO A CRESPO	4506 PECOS POINT SCHERTZ, TX. 78108	202099002663
168214	GOCHENOUR CHASE MATTHEW & CHLOE SHEILA BROUILLARD	4510 PECOS POINT SCHERTZ, TX. 78108	20199902263
168213	PATTERSON AMY M & LINDSAY M BARRETT	4514 PECOS POINT SCHERTZ, TX. 78108	201999003589
168212	POLLANTIER DAWN W & THOMAS W CALDWELL	4518 PECOS POINT SCHERTZ, TX. 78108	202199005869
168211	SCHERTZ CYPRESS POINT HOMEOWNERS ASSOCIATION INC	3424 PAESANOS PARKWAY STE. 100 SHAVANO PARK, TX. 78108	201999018273
168201	MONTALVO ALEXANDRA LEE & ALFRED G MONTALVO JR	4622 PECOS POINT SCHERTZ, TX. 78108	201899027222
168200	MORENO ELISEO JR & REBECCA	4626 PECOS POINT SCHERTZ, TX. 78108	202099021063
168199	COIN HOLLY NIKOLE	4630 PECOS POINT SCHERTZ, TX. 78108	201999030064
168198	MURRAY ANTHONY & TIFFANI A	4634 PECOS POINT SCHERTZ, TX. 78108	202099023806
168197	WOOLRIDGE LENOX & JILL COBB	4638 PECOS POINT SCHERTZ, TX. 78108	201999011613
168196	LALONDE GERALD DOUGLAS	4642 PECOS POINT SCHERTZ, TX. 78108	201999024971
168195	THAI ANTHONY D & YUIRIRIA VERA	4646 PECOS POINT SCHERTZ, TX. 78108	202099003285
168194	GROSS LARRY & DEBRA	4650 PECOS POINT SCHERTZ, TX. 78108	201999015896
168193	SPARKS MATTHEW STEVEN & KELSEY RAY SPARKS	4654 PECOS POINT SCHERTZ, TX. 78108	201899023930
168192	SHIELDS KENNETH W JR & TAMARA	4804 FOREST OAK SCHERTZ, TX. 78108	201899023457
168191	SCOTT CHRISTOPHER JAMES & JENNIFER PATRICIA	4808 FOREST OAK SCHERTZ, TX. 78108	202099010419
168185	RODRIGUEZ ALENANDRO & LUZ M	4696 GREY SOTOL WAY SCHERTZ, TX. 78108	201899025788
168172	PEGINS ASHLEY C & SHENIKA	4503 PECOS POINT SCHERTZ, TX. 78108	201999002212
168171	SANDERS CARLOS & DONNA LYNN	4507 PECOS POINT SCHERTZ, TX. 78108	201999021733
168170	SWEDA BRIAN & LAURIE	4511 PECOS POINT SCHERTZ, TX. 78108	202099021747
168169	SCHERTZ CYPRESS POINT HOMEOWNERS ASSOCIATION INC	3424 PAESANOS PARKWAY STE. 100 SHAVANO PARK, TX. 78108	201999018273
168421	FRISBEY PERRY M II & WENDY L	4905 ARROW RIDGE SCHERTZ, TX. 78124	201999004122
168420	NELSON-LANG ALLAINA MARGUERITE & DONALD LANG	4901 ARROW RIDGE SCHERTZ, TX. 78124	202099004471
168435	PARKLANDS UNITS 1 & 2 LTD	11 LYNN BATTS LN STE. #100 SAN ANTONIO, TX. 78218	201620113115

18.461 ACRE TACT
LAND USE: SINGLE-FAMILY RESIDENTIAL
ZONING: R4
CYPRESS POINT, UNIT 4
(VOL. 8, PGS. 729-730 M.P.R.)

KFW
ENGINEERS + SURVEYING
162 W Mill St., New Braunfels, Tx. 78130
Phone #: (830) 220-6042 • Fax #: (830) 627-9097
TBPE Firm #: 9513 • TBPLS Firm #: 10122300

ECKHARDT ROAD SUBDIVISION
ZONING EXHIBIT
SCHERTZ, TEXAS
GUADALUPE COUNTY

LEGAL DESCRIPTION:
A 30.13 ACRE TRACT OF LAND, OUT OF THE CARROL M. GAHAGAN JR. SURVEY NO. 258, ABSTRACT NO. 142, THE EMANUELA DE LOS SANTOS COY SURVEY ABSTRACT NO. TATE2 BEING OUT OF THE 44.332 ACRE TRACT OF LAND AS CONVEYED TO THERESA JEANNE ACKERMAN OF RECORD IN VOLUME 2955, PAGE 1031 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS AND SITUATED IN THE CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS.

PREPARED : JULY, 2022



**FIELD NOTES
FOR
44.36 ACRES**

A **44.36 acre** tract of land, out of the Carrol M. Gahagan Jr. Survey No. 258, Abstract No. 142, the Emanuela De Los Santos Coy Survey Abstract No. Tate2 and all of the 44.332 acre tract of land as conveyed to Theresa Jeanne Acherman of record in Volume 2955, Page 1031 of the Official Public Records of Guadalupe County, Texas and situated in the City of Schertz, Guadalupe County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a found $\frac{1}{2}$ " iron rod in the southwest right-of-way line of Eckhardt Road, a variable width right-of-way, for the northeast corner of the 44.332 acre tract and of the tract described herein;

THENCE: S 24°28'50" E, along and with the southwest right-of-way line of Eckhardt Road and the northeast line of the 44.332 acre tract, a distance of **1011.26 feet** to a found $\frac{1}{2}$ " iron rod, for the northeast corner of the 5.503 acre tract of land as conveyed to Kathy Adams and Jason Lund of record in Volume 2416, Page 26 of the Official Public Records of Guadalupe County, Texas and the east corner of the 44.332 acre tract and the tract described herein;

THENCE: Along and with the common lines between a 5.503 acre tract and the 44.332 acre tract, the following three (3) courses:

1. **S 59°25'28" W**, a distance of **461.11 feet** to a found $\frac{1}{2}$ " iron rod, for the northwest corner of the 5.503 acre tract and an interior corner of the tract described herein,
2. **S 34°06'14" E**, a distance of **141.77 feet** to a set $\frac{1}{2}$ " iron rod with a Blue Plastic Cap Stamped "KFW SURVEYING", for an angle point of the tract described herein, and
3. **S 24°57'12" E**, a distance of **399.72 feet** to a found $\frac{1}{2}$ " iron rod in the northwest right-of-way line of Green Valley Road, for the southwest corner of the 5.503 acre tract and the southeast corner of the 44.332 acre tract and the tract described herein;

THENCE: S 60°17'00" W, along and with the common line between the 44.332 acre tract and the northwest right-of-way line of Green Valley Road, a distance of **973.47 feet** to a found post, for the southeast corner of Tract One as conveyed to Schwab Credit Trust of record in Volume 4176, Page 767 of the Official Public Records of Guadalupe County, Texas, the southwest corner of the 44.332 acre tract and the tract described herein;

THENCE: Along and with the common line between Tract One, a 95.34 acre tract of land as conveyed to RBV2 Limited Partnership of record in Volume 1654, Page 902 of the Official Public Records of Guadalupe County, Texas, and the 44.332 acre tract, the following two (2) courses:

1. **N 25°24'38" W**, at a distance of 922.56 feet passing a found $\frac{1}{2}$ " iron rod for the northeast corner of Tract One and the southeast corner of the 95.34 acre tract and continuing for a total distance of **1183.63 feet** to a set $\frac{1}{2}$ " iron rod with a Blue Plastic Cap Stamped "KFW SURVEYING", for an angle point of the tract described herein, and
2. **N 08°29'34" W**, a distance of **379.51 feet** to a set $\frac{1}{2}$ " iron rod with a Blue Plastic Cap Stamped "KFW SURVEYING", for the southwest corner of Lot 9, Block 14 of Cypress Point, Unit 4, a plat of record in



Volume 8, Pages 729-730 of the Map and Plat Records of Guadalupe County, Texas, and the northwest corner of the tract described herein;

THENCE: N 59°26'06" E, along and with the common line between Cypress Point, Unit 4 and the 44.332 acre tract, at a distance of 594.81 feet to a found ½" iron rod with a cap stamped "FORD ENG INC", for the south corner of White Elm, a 50' right-of-way of the Cypress Point, Unit 4, a plat of record in Volume 8 Pages 729-730 of the Map and Plat Records of Guadalupe County, Texas and continuing for a distance of 50 feet to a found ½" iron rod with a cap stamped "FORD ENG INC", for the east corner of White Elm and continuing for a total distance of **1323.05 feet** to the **POINT OF BEGINNING** and containing **44.36 acres** more or less, in the City of Schertz, Guadalupe County, Texas and being described in accordance with a survey prepared by KFW Surveying.

Job No.:	21-232
Prepared by:	KFW Surveying
Date:	January 19, 2022
File:	S:\Draw 2021\21-232 Eckhardt Rd\DOCS\FN 44.36AC.docx



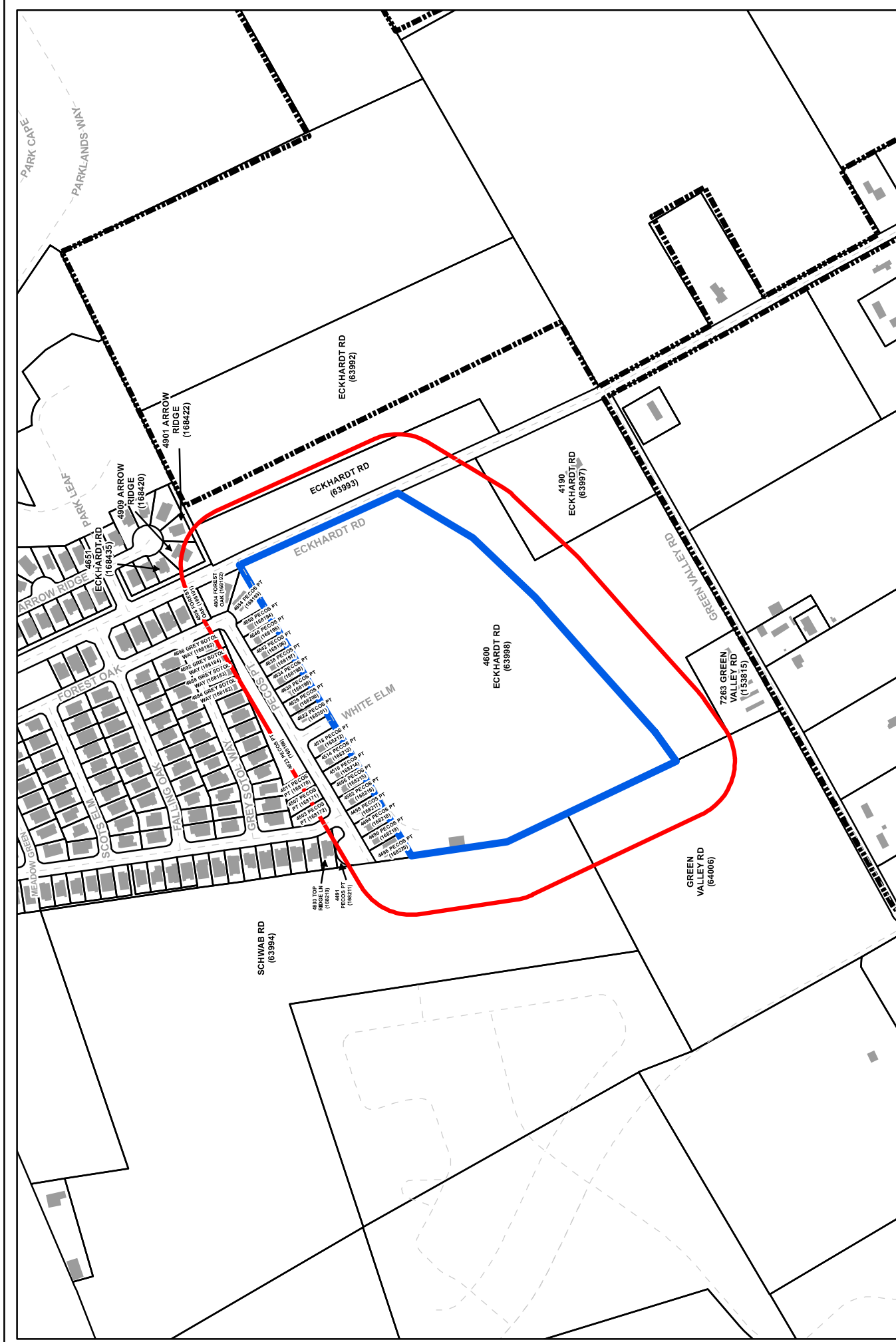
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Eckhardt Road Subdivision
(PLZC20220092)

0 200 400 800 1,200 1,600 Feet

1 Inch = 400 Feet



City of Schertz

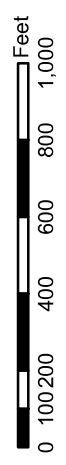
Eckhardt Road Subdivision (PLSPU20220092)



Project Area



200' Buffer



NOTICE OF PUBLIC HEARING

September 29, 2022

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, October 12th, 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:

PLZC20220092 – A request to rezone approximately 31 acres of land from General Business District (GB) to Single-Family Residential District (R-2), the property, a portion of Parcel ID 63998, generally located approximately 1,000 feet to the northwest of the Eckhardt Road and Green Valley Road intersection. 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 shaas@schertz.com. If you have any questions, please feel free to call Samuel Haas, Planner directly at (210) 619-1783.

Sincerely,



Samuel Haas
Planner

Reply Form

I am: in favor of ☒ opposed to ☐ neutral to ☐ the request for **PLZC20220092**

COMMENTS: _____

NAME: THERESA J. ACKERMAN SIGNATURE _____
(PLEASE PRINT)

STREET ADDRESS: 7263 GREEN VALLEY RD. SCHERTZ, TEXAS 78108

DATE: OCT. 04, 2022

NOTICE OF PUBLIC HEARING

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Sincerely,



Samuel Haas
Planner

Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLZC20220092**

COMMENTS: I'm not sure why we are building more houses to pack in more people.

NAME: Ashley Eckert SIGNATURE: Ashley E. Eckert
(PLEASE PRINT)

STREET ADDRESS: 4680 Grey Sotel Way Schertz, TX 78108

DATE: 10/3/22

➤ Is more money in pockets the goal? We have so many wild animals, including a pair of crested caracaras, foxes, coyotes, owls, falcons and hawks that live on the lot in question and surrounding areas.
1400 Schertz Parkway * Schertz, Texas 78154 * 210.619.1000 * schertz.com
Stop taking MORE away from animals just to get more money. I like the woody area - leave it.

Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for PLZC20220092

COMMENTS: Adamently opposed. I purchased this lot specifically bc there is not no development behind us.

NAME: Amilynn Stewart SIGNATURE Amilynn Stewart
(PLEASE PRINT)

STREET ADDRESS: 4498 Pecos Point, Schertz, TX 78108

DATE: 10-06-22

Samuel Haas

From: James Patterson <jeampatt@yahoo.com>
Sent: Wednesday, October 26, 2022 11:55 AM
To: Samuel Haas
Subject: RE: PLZC20220092

Hi Sam,

Thank you for taking the time to speak with me the other day regarding the rezoning letter I received. I am currently a property owner on Pecos Pt and back up to the zoning area in question. Please accept this email as my response as "opposed to". There is so much construction being built already in the area and with the interest rates going higher, i don't think we need additional single family residential zoning. They are tearing down and clearing land right next to the proposed area. Maybe revisit in a few years and see if still needed.

Thanks,
Amy

Samuel Haas

From:
Sent: Thursday, October 6, 2022 9:07 AM
To: Samuel Haas
Subject: PLZC20220092
Attachments: doc00640920221006090431.pdf

Good morning,

Please find attached hereto our response in opposition to the PLZ20220092.

Thank you,

Amilynn Stewart

NOTICE OF PUBLIC HEARING

September 29, 2022

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Sincerely,



Samuel Haas
Planner

Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLZC20220092**

COMMENTS: _____

NAME: Dawn Caldwell SIGNATURE Dawn M Caldwell
(PLEASE PRINT)

STREET ADDRESS: 4518 Pecos Point

DATE: 10/5/2022

Samuel Haas

From: Dawn Caldwell
Sent: Thursday, October 6, 2022 8:32 AM
To: Samuel Haas
Subject: Rezoning - PLZC20220092
Attachments: Schertz reply form.pdf

Attached is our reply to the rezoning

NOTICE OF PUBLIC HEARING

September 29, 2022

Dear Property Owner,

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Sincerely,



Samuel Haas
Planner

Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLZC20220092**

COMMENTS: _____

NAME: Debra Gross SIGNATURE: Debra Gross
(PLEASE PRINT)

STREET ADDRESS: 4650 Pecan Point

DATE: 10/5/2022

Samuel Haas

From: Debra Gross
Sent: Wednesday, October 5, 2022 1:32 PM
To: Samuel Haas
Subject: Request to Rezone from Larry and Debra Gross, 4650 Pecos Point
Attachments: 2022-10-05 13-28.pdf

--

Sent with Genius Scan for iOS.

We would like to know what the plans are for this area if it is rezoned.

Debra Gross

“Charm is deceptive, and beauty is fleeting; but a woman who fears the LORD is to be praised.”
(Proverbs 31:30)

Sent from my iPhone

Samuel Haas

From: L Dawkins
Sent: Tuesday, October 11, 2022 3:08 PM
To: Samuel Haas
Subject: Public Hearing - PLZC 20220092 Response

Dear Mr. Haas,

I, Ruby F. Schwab am' Opposed to the request for PLZC20220092. I will be in attendance tomorrow night for the hearing.

Ruby F. Schwab
7057 Green Valley
Cibolo, TX 78108

Sincerely,
Ruby F. Schwab

NOTICE OF PUBLIC HEARING

September 29, 2022

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Sincerely,



Samuel Haas
Planner

Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLZC20220092**

COMMENTS: I Am opposed to Another subdivision / water concerns.

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

STREET ADDRESS: 7057 Green Valley Rd. Cibolo, TX 78108

DATE: 10-8-2022

CITY COUNCIL MEMORANDUM

City Council Meeting: December 6, 2022
Department: Planning & Community Development
Subject: Ordinance No. 22-S-44 - Conduct a public hearing and consideration and/ or action on a request to rezone approximately 75 acres of land from General Business District (GB) and Manufacturing District-Light (M-1) to Planned Development District (PDD), generally located southeast of the intersection of IH 35 and Cibolo Valley Drive, also known as Guadalupe County Property Identification Numbers 68313, 68314, and 148510, City of Schertz, Guadalupe County, Texas. (B. James, L. Wood, E. Delgado) (*First Reading*)

BACKGROUND

Owner: San Antonio One, LTD Partnership
Applicant / Developer: Embrey, Omar Rivera
Engineer: Kimley-Horn
Representative: Ashley Farrimond

Forty Four (44) public hearing notices were mailed to the surrounding property owners on October 14, 2022 with a public hearing notice published in the "San Antonio Express" on November 16, 2022, prior to the City Council public hearing. At the time of this report, staff has received one response in favor, and three responses opposed to the request.

The Planning and Zoning Commission conducted a public hearing on October 26, 2022. During the public hearing property owners from neighboring subdivisions from the north and west spoke in opposition of the proposed development.

GOAL

The goal is to rezone approximately 75 acres of land from General Business District (GB) and Manufacturing District-Light (M-1) 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 75 acres of land from General Business District (GB) and Manufacturing District-Light (M-1) to Planned Development District (PDD). Currently, the property is undeveloped / agricultural land. The proposed Planned Development District, titled "Schertz Station", is divided into four (4) different areas to include Commercial, Retail, and Multi-Family, each of which has their own designations and standards, outlined below.

Area I: The portion of the property along IH 35 and Cibolo Valley Drive, proposed to develop as Commercial /Retail- Approximately 18.6 acres

- Area I is proposed with a base zoning of General Business (GB), and will allow all uses permitted in General Business per the UDC along with "Auto Repairs & Service, Major" and "Retail Cabinet Sales".
- Within Area I, The maximum impervious coverage is proposed to be 85%. Additionally, 15% of Area I will be required to be landscaping. Since Area I is adjacent to IH 35, a minimum fifty (50) foot front building setback will be required for all lots fronting IH 35 frontage road.

Area II: The portion of the property located in the center of the 75 acres, immediately behind Area I, proposed to develop as Commercial / Retail - Approximately 19.2 acres. Originally the applicant also was requesting that multifamily uses be allowed in Area II. After Planning and Zoning Commission consideration the applicant modified their request to eliminate multifamily residential uses as an allowed use.

- Area II is proposed with a base zoning of General Business (GB), and will allow all uses permitted in General Business per the UDC, along with "Commercial Amusement, Outdoor".
- Within Area II, The maximum impervious coverage is proposed to be 90%. Additionally, 10% of Area II will be required to be landscaping.

Area III: South of Area II, proposed to develop as Multi-Family - Approximately 33.5 acres

- Area III is proposed with a base zoning of Apartment / Multi-Family (R-4), and will allow uses permitted in Apartment / Multi-Family (R-4) per the UDC
- Within Area III, the maximum height of any proposed buildings will be 35 feet with a maximum impervious coverage of 80%. Additionally, 20% of Area III will be required to be landscaping.
- Since Area III is proposed as Multi-Family, the PDD Design Standards stipulate a maximum density of 12 units per acre. Additionally, there will be a required parking ratio of 1.75 parking spaces per unit (minimum).

Area IV: Immediately adjacent to the intersection of Cibolo Valley Drive and Old Wiederstein, proposed to develop as Commercial / Retail - Approximately 3.29 acres

- Area IV is proposed with a base zoning of General Business (GB), and will allow all uses permitted in General Business per the UDC
- Within Area IV, the maximum height of any proposed buildings will be 35 feet with a maximum impervious coverage of 85%. Additionally, 15% of Area IV will be required to be landscaping.

In addition to the four proposed areas, the Schertz Station PDD also indicates that the extension of Ripps Kruesler through the project will be completed as a "Collector".

Throughout the entirety of the proposed PDD a minimum fifteen foot (15') wide landscape buffer to include one (1) tree per twenty linear feet (20') will be provided adjacent to all public right of ways. Additionally, the proposed PDD design standards stipulate that all parking spaces will be no less than nine (9) feet by eighteen (18) feet (9' x 18') and wheel stops will not be provided.

The Comprehensive Land Use Plan (CLUP) and Schertz Sector Plan Update, and more specifically as depicted on the Future Land Use Plan Map identifies the subject property as three different land use designations: Highway Commercial, Commercial Campus, and Single Family Residential.

Specifically the Highway Commercial designation is located at the corner of Cibolo Valley Drive and IH 35. Highway Commercial is intended for regional scale retail and commercial uses that can take advantage of the highway frontage. The Commercial Campus designation is located along the IH 35 frontage and into the center of the subject property. Commercial Campus is intended to encourage the development of lower intensity commercial and office uses in addition to allowing for multi-family. The

Single Family Residential designation is located towards the southern portion of the subject property. Single Family Residential is intended for a mix of residential uses (such as multi-family) along with limited commercial development to support the daily activities of the development.

- **Comprehensive Plan Goals and Objectives:** The subject property as a whole has three Future Land Use Designations, Highway Commercial, Commercial Campus, and Single Family Residential. These land use designations are intended to allow for commercial, retail, and multi-family which is what is being proposed by the Schertz Station PDD. Based on the Schertz Station PDD providing for a mixture of multi-family, commercial and retail the proposed development is in conformance with the goals and objectives of the Comprehensive Plan.
- **Impact of Infrastructure:** The proposed Schertz Station PDD should have minimal impact on the existing and planned water and wastewater systems in the area. If approved, the project would be required to go through the standard development process which would include any public infrastructure improvements for water, wastewater and roadways.
- **Impact of Public Facilities/Services:** The proposed rezoning request should have minimal impact on public services, such as schools, fire, police, parks and sanitation services.
- **Compatibility with Existing and Potential Adjacent Land Uses:** The subject property is adjacent to Cibolo Valley Drive, IH 35, and Old Wiederstein Road. Additionally, in the area is the Cibolo Crossing Development located across Cibolo Valley Drive from the subject property which is proposed to develop with commercial, retail, and multi-family. The proposed Schertz Station zone change would be compatible with the Cibolo Crossing Development in the City of Cibolo. Additionally, the subject property is adjacent to the EVO Entertainment, movie theater. The proposed commercial and retail is directly compatible with this existing business.

FISCAL IMPACT

None.

RECOMMENDATION

The Schertz Station Planned Development District is proposing to develop as commercial, retail, and multi-family which has been described as desired at the intersection of Cibolo Valley Drive and IH 35. The proposed PDD will maintain the commercial and retail components along the IH 35 frontage as well as providing a commercial option at the hard corner of Old Wiederstein and Cibolo Valley Drive. Additionally, the proposed Schertz Station will incorporate multi-family as a buffer from the proposed commercial / retail to the adjacent SCUCISD owned property and the residential across Old Wiederstein.

Based on the subject property's Comprehensive Land Use Designations and the conformance and compatibility with the proposed Schertz Stations Planned Development District, along with the unique nature of the proposed commercial, retail, and multi-family staff recommends approval of the Planned Development District zone change request.

The Planning and Zoning Commission conducted a public hearing on October 26, 2022 where the Planning and Zoning Commission made a unanimous recommendation of approval of the zone change as presented with a note in relation to the proposed project needing to meet Unified Development Code Section 21.14.3.F in relation to sight distance requirements.

Attachments

Ordinance No 22-S-44

Exhibit A- Zoning Exhibit

Exhibit B Schertz Station PDD Design Standards

Conceptual Plan

Aerial Map

Public Hearing Notice Map

Public Hearing Notice Responses

ORDINANCE NO. 22-S-44

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 75 ACRES OF LAND TO PLANNED DEVELOPMENT DISTRICT (PDD), GENERALLY LOCATED SOUTHEAST OF THE INTERSECTION OF IH 35 AND CIBOLO VALLEY DRIVE, ALSO KNOWN AS GUADALUPE COUNTY PROPERTY IDENTIFICATION NUMBERS 68313, 68314, AND 148510, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS

WHEREAS, an application to rezone approximately 75 acres of land located southeast of the intersection of IH 35 and Cibolo Valley Drive, also known as Guadalupe County Property Identification Numbers 68313, 68314, and 148510, 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 October 26, 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 according to the development standards set forth in Exhibit B attached herein (the “Development Standards”); and

WHEREAS, on December 6, 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 6th day of December, 2022.

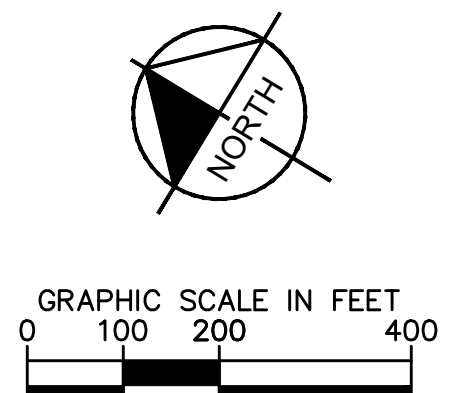
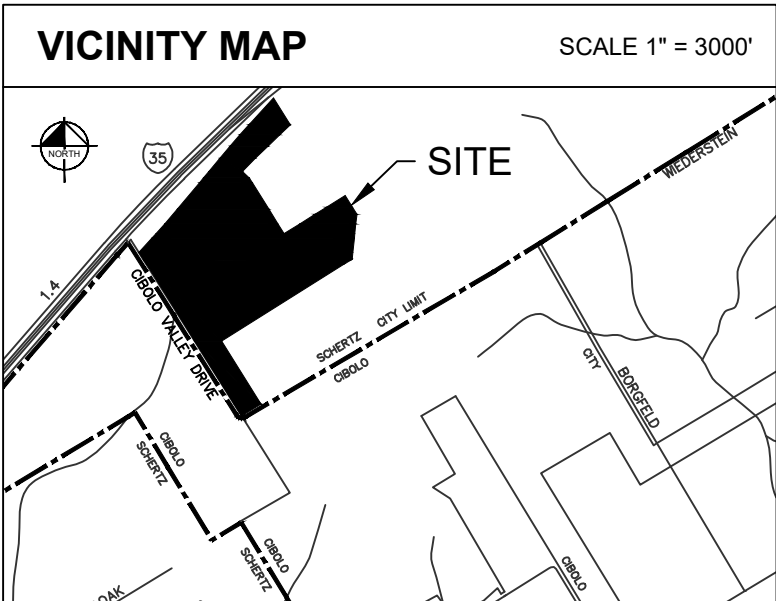
PASSED, APPROVED AND ADOPTED on final reading the 13th day of December, 2022.

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, Interim City Secretary
(SEAL OF THE CITY)

Prepared By: Nicky Arroyo (NickyArroyo) October 13, 2022 08:31:16 AM K:\SMA_Civil\64562018_Embrey_Schertz\01-C-PRD_NOTIFICATION Exhibit.dwg This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND

---	PROPERTY BOUNDARY
---	EXISTING EDGE OF ASPHALT
OHE	EXISTING OVERHEAD ELECTRIC
SS	EXISTING SANITARY LINE
W	EXISTING WATER LINE
GAS	EXISTING GAS LINE
+	BENCHMARK
o	PROPERTY CORNER
T	EXISTING SIGN
⊗	EXISTING SANITARY SEWER MANHOLE
⊕	EXISTING WATER VALVE
⊙	EXISTING FIRE HYDRANT
⊓	EXISTING CABLE PEDESTAL
⊔	EXISTING GUY WIRE
⊕	EXISTING POWER POLE

- NOTES**
- ACCORDING TO FLOOD INSURANCE RATE MAP PANEL 48187/0210F, DATED 11/2/2007, A PORTION OF THE SITE IS LOCATED IN THE 100-YR FLOODPLAIN. THE REMAINING SITE IS LOCATED IN ZONE X AND IS NOT WITHIN THE 100-YR FLOODPLAIN.
 - THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE ALIGNMENT. ALIGNMENT IS DETERMINED AT THE TIME OF THE FINAL PLAN.

SITE DATA TABLE

GENERAL SITE DATA	
LEGAL DESCRIPTION	74.579 ACRES, J.F. WALKER SURVEY NO. 113, ABSTRACT NO. 244, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS
CURRENT ZONING	GENERAL BUSINESS (GB) & MANUFACTURING (LIGHT) (M-1)
REQUESTED ZONING	PLANNED DEVELOPMENT DISTRICT (74.579 AC.)
PROPOSED LAND USE	COMMERCIAL/RETAIL AND MULTI-FAMILY
SITE ACREAGE	74.5790
ADDRESS	NEC OF IH-35 & CIBOLO VALLEY DR., CITY OF SCHERTZ, TX

PROJECT CONTACT LIST:

SURVEYOR OF RECORD	CIVIL ENGINEER
KIMLEY-HORN 601 NW LOOP 410, STE. 350 SAN ANTONIO, TEXAS 78216 PHONE: 210-541-9166 CONTACT: JOHN GREGORY MOSIER, R.P.L.S.	KIMLEY-HORN 601 NW LOOP 410, STE. 350 SAN ANTONIO, TEXAS 78216 PHONE: 210-541-9166 CONTACT: AARON PARENICA, P.E.
PROPERTY OWNER	DEVELOPER
SAN ANTONIO ONE, LTD PARTNERSHIP 277 N LOOP 1604 E, STE. 150 SAN ANTONIO, TEXAS 78209 PHONE: 313-981-6451 CONTACT: CHARLES FORBES	EMBREY 1020 NE LOOP 410, STE. 700 SAN ANTONIO, TEXAS 78209 PHONE: 210-824-6044 CONTACT: OMAR RIVERA

Property ID	Owner Name	Owner Address	OWNER ADDRESS 2	CITY	STATE	ZIP CODE	Land Use	Schertz Zoning	Subdivision	Record Document
68170	BUSSEY'S LTD	C/O HAROLD J SMITH	18738 IH 35 N	SCHERTZ	TX	78154	Single Family	GB		VOL. 717, PG. 727 OPRGC
68174	BUSSEY'S LTD	C/O HAROLD J SMITH	18738 IH 35 N	SCHERTZ	TX	78154	Commercial	GB		VOL. 717, PG. 727 OPRGC
68314	SAN ANTONIO 1 LTD PARTNERSHIP	8 & A 3 LTD PARTNERSHIP	2111 WOODWARD AVE, #910	DETROIT	MI	48201	Undeveloped	M-1		VOL. 979, PG. 475 OPRGC
106185	WILLIAMS STEVEN W JR	100 HANGING MOSS		CIBOLO	TX	78108	Single Family	OCL (Not Zoned)	WILLOWBRIDGE UNIT 2	VOL. 6, PG. 404 OPRGC
106186	HARRISON JASON & DEANNA	104 HANGING MOSS		CIBOLO	TX	78108	Single Family	OCL (Not Zoned)	WILLOWBRIDGE UNIT 2	VOL. 6, PG. 404 OPRGC
106187	MADRIGAL AARON & ELYSE COPADO	108 HANGING MOSS		CIBOLO	TX	78108	Single Family	OCL (Not Zoned)	WILLOWBRIDGE UNIT 2	VOL. 6, PG. 404 OPRGC
106188	TAJAMANTEZ ERIC	112 HANGING MOSS		CIBOLO	TX	78108	Single Family	OCL (Not Zoned)	WILLOWBRIDGE UNIT 2	VOL. 6, PG. 404 OPRGC
106189	GANGSE JOSHUA W	116 HANGING MOSS		CIBOLO	TX	78108	Single Family	OCL (Not Zoned)	WILLOWBRIDGE UNIT 2	VOL. 6, PG. 404 OPRGC
106190	DEL RASO JENNIFER	5327 MISSOURI BEND		SAN ANTONIO	TX	78247-5805	Single Family	OCL (Not Zoned)	WILLOWBRIDGE UNIT 2	VOL. 6, PG. 404 OPRGC
106191	JOHNSON MARK	124 HANGING MOSS		CIBOLO	TX	78108	Single Family	OCL (Not Zoned)	WILLOWBRIDGE UNIT 2	VOL. 6, PG. 404 OPRGC
110869	SCHMIDT KEVIN	164 SPRING WILLOW		CIBOLO	TX	78108	Single Family	OCL (Not Zoned)	WILLOWBRIDGE UNIT 3	
110870	SERENO RYAN C	100 STREAM KING		CIBOLO	TX	78108	Single Family	OCL (Not Zoned)	WILLOWBRIDGE UNIT 3	
110902	THE ENCLAVE AT WILLOW POINTE HOMEOWNERS ASSOC INC	17319 SAN PEDRO STE 318		SAN ANTONIO	TX	78232	Undeveloped	OCL (Not Zoned)	WILLOWBRIDGE UNIT 3	
110903	THE ENCLAVE AT WILLOW POINTE HOMEOWNERS ASSOC INC	17319 SAN PEDRO STE 318		SAN ANTONIO	TX	78232	Undeveloped	OCL (Not Zoned)	WILLOWBRIDGE UNIT 3	
112302	BAKER TAYLOR & DEVON	133 FOXGLOVE PASS		CIBOLO	TX	78108	Single Family	OCL (Not Zoned)	LANTANA SUBDIVISION UNIT 1	VOL. 6, PG. 566 OPRGC
112304	PICCONI MICHAEL & CATHY	455 RUSTIC WILLOW		SCHERTZ	TX	78154-3550	Single Family	OCL (Not Zoned)	LANTANA SUBDIVISION UNIT 1	VOL. 6, PG. 566 OPRGC
112305	JUAREZ FRANK	125 FOXGLOVE PASS		CIBOLO	TX	78108	Single Family	OCL (Not Zoned)	LANTANA SUBDIVISION UNIT 1	VOL. 6, PG. 566 OPRGC
112306	CAVALIARO JOHN T	121 FOXGLOVE PASS		CIBOLO	TX	78108	Single Family	OCL (Not Zoned)	LANTANA SUBDIVISION UNIT 1	VOL. 6, PG. 566 OPRGC
112307	THIRD EYE PROPERTIES LLC	487 COVERED BRIDGE		SCHERTZ	TX	78154	Single Family	OCL (Not Zoned)	LANTANA SUBDIVISION UNIT 1	VOL. 6, PG. 566 OPRGC
112308	MARROQUIN MELISSA KAY & LEONORO JR	12741 TRE MAXIMILLIANO AVE		EL PASO	TX	79938-8266	Single Family	OCL (Not Zoned)	LANTANA SUBDIVISION UNIT 1	VOL. 6, PG. 566 OPRGC
112309	CLUMPER GRAHAM	109 FOXGLOVE PASS		CIBOLO	TX	78108	Single Family	OCL (Not Zoned)	LANTANA SUBDIVISION UNIT 1	VOL. 6, PG. 566 OPRGC
112310	DENIS OLIDIA PUENTES & OSAMANY JUNCO MARTINEZ	105 FOXGLOVE PASS		CIBOLO	TX	78108	Single Family	OCL (Not Zoned)	LANTANA SUBDIVISION UNIT 1	VOL. 6, PG. 566 OPRGC
112311	HIGHERBERG JENNIFERA	101 FOXGLOVE PASS		CIBOLO	TX	78108	Single Family	OCL (Not Zoned)	LANTANA SUBDIVISION UNIT 1	VOL. 6, PG. 566 OPRGC
112312	YOUNG KYLE J & MONICA Y	100 VERBENA GAP		CIBOLO	TX	78108	Single Family	OCL (Not Zoned)	LANTANA SUBDIVISION UNIT 1	VOL. 6, PG. 566 OPRGC
114820	ROBERTS EDWARD & REBECCA	193 FOXGLOVE PASS		CIBOLO	TX	78108	Single Family	OCL (Not Zoned)	LANTANA SUBDIVISION UNIT 3	VOL. 6, PG. 691 OPRGC
114821	PERRY-LINDESAY WILLETTE & CURTIS LINDESAY	189 FOXGLOVE PASS		CIBOLO	TX	78108	Single Family	OCL (Not Zoned)	LANTANA SUBDIVISION UNIT 3	VOL. 6, PG. 691 OPRGC
114822	PONCE PABLO MANUEL	185 FOXGLOVE PASS		CIBOLO	TX	78108	Single Family	OCL (Not Zoned)	LANTANA SUBDIVISION UNIT 3	VOL. 6, PG. 691 OPRGC
114823	FISHER ANTHONY J & ROBBIE L	181 FOXGLOVE PASS		CIBOLO	TX	78108	Single Family	OCL (Not Zoned)	LANTANA SUBDIVISION UNIT 3	VOL. 6, PG. 691 OPRGC
114824	HEIDEMAN SHERRY	177 FOXGLOVE PASS		CIBOLO	TX	78108	Single Family	OCL (Not Zoned)	LANTANA SUBDIVISION UNIT 3	VOL. 6, PG. 691 OPRGC
114825	LUCKY BRADLEY & CHARLOTTE M	173 FOXGLOVE PASS		CIBOLO	TX	78108	Single Family	OCL (Not Zoned)	LANTANA SUBDIVISION UNIT 3	VOL. 6, PG. 691 OPRGC
114826	IRONSIDE TATIANA & REGINALD F WHALEY JR	169 FOXGLOVE PASS		CIBOLO	TX	78108	Single Family	OCL (Not Zoned)	LANTANA SUBDIVISION UNIT 3	VOL. 6, PG. 691 OPRGC
114827	RAMOS SELMA KATRI	165 FOXGLOVE PASS		CIBOLO	TX	78108	Single Family	OCL (Not Zoned)	LANTANA SUBDIVISION UNIT 3	VOL. 6, PG. 691 OPRGC
114828	BURGRAFF CHRISTOPHER & MARGARET	920 SUNSET HILLS LN		REDLANDS	CA	92373	Single Family	OCL (Not Zoned)	LANTANA SUBDIVISION UNIT 3	VOL. 6, PG. 691 OPRGC
114829	VILLARREAL FRANCISCO A & ELDA	157 FOXGLOVE PASS		CIBOLO	TX	78108	Single Family	OCL (Not Zoned)	LANTANA SUBDIVISION UNIT 3	VOL. 6, PG. 691 OPRGC
114830	GENEA MARLON J & DELIA G	153 FOXGLOVE PASS		CIBOLO	TX	78108	Single Family	OCL (Not Zoned)	LANTANA SUBDIVISION UNIT 3	VOL. 6, PG. 691 OPRGC
114831	SEBA JORGE & GWENDOLYN	149 FOXGLOVE PASS		CIBOLO	TX	78108	Single Family	OCL (Not Zoned)	LANTANA SUBDIVISION UNIT 3	VOL. 6, PG. 691 OPRGC
114832	ZUNIGA TREY RENO	145 FOXGLOVE PASS		CIBOLO	TX	78108	Single Family	OCL (Not Zoned)	LANTANA SUBDIVISION UNIT 3	VOL. 6, PG. 691 OPRGC
114836	CITY OF CIBOLO	200 S MAIN STREET		CIBOLO	TX	78108	Undeveloped	OCL (Not Zoned)	LANTANA SUBDIVISION UNIT 3	VOL. 6, PG. 691 OPRGC
147266	SCHERTZ CIBOLO UNIVERSAL CITY ISD	1960 EMBRY ROAD		SCHERTZ	TX	78154	Undeveloped	M-1		VOL. 8218, PG. 649 OPRGC
148510	SAN ANTONIO 1 LTD PARTNERSHIP	8 & A 3 LTD PARTNERSHIP	2111 WOODWARD AVE, #910	DETROIT	MI	48201	Undeveloped	M-1		VOL. 979, PG. 475 OPRGC
171720	1290 ENTERTAINMENT LLC	1290 WONDER WORLD DR	SUITE 1240	SAN MARCOS	TX	78666	Commercial	OCL (Not Zoned)	WIEDERSTEIN RANCH	VOL. 979, PG. 475 OPRGC
171722	CROWNELL STREET LLC	6101 HOLIDAY HILL ROAD		MIDLAND	TX	79707-1631	Commercial	OCL (Not Zoned)	CIBOLO CROSSING COMMERCIAL PHASE 1	DOC #201899008989 OPRGC
171726	BARCOCK ROAD 165 LTD	ATTN: CHARLES F HEDGES JR	6101 HOLIDAY HILL ROAD	MIDLAND	TX	79707-1631	Commercial	OCL (Not Zoned)	CIBOLO CROSSING COMMERCIAL PHASE 1	DOC #201899008989 OPRGC
171728	BARCOCK ROAD 165 LTD	ATTN: CHARLES F HEDGES JR	6101 HOLIDAY HILL ROAD	MIDLAND	TX	79707-1631	Commercial	OCL (Not Zoned)	CIBOLO CROSSING COMMERCIAL PHASE 1	DOC #201899008989 OPRGC
175141	GREY FOREST DEVELOPMENT LLC	6101 HOLIDAY HILL ROAD		MIDLAND	TX	79707-1631	Commercial	OCL (Not Zoned)	CIBOLO CROSSING COMMERCIAL PHASE 1	DOC #201899008989 OPRGC

Kimley-Horn

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601 NW LOOP 410, SUITE 350, SAN ANTONIO, TX 78216
WWW.KIMLEY-HORN.COM TBE FIRN NO. 698

FOR REVIEW ONLY

KHA PROJECT	DATE	SCALE	AS SHOWN	DESIGNED BY	DRAWN BY	CHECKED BY
064.562018	10/13/2022			AEN	AEN	AKP

200' NOTIFICATION BOUNDARY EXHIBIT

SCHERTZ STATION
PREPARED FOR
EMBREY

SHEET NUMBER

Schertz Station

Planned Development District
Schertz, Texas

**Schertz Station
Planned Development District**

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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) and this written document define the use and project design for the Schertz Station 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. The Project

a. The Property

The PDD project area includes approximately 74.58 acres (the “Property”) at the intersection of IH-35 and Cibolo Valley within the City of Schertz municipal boundaries. The Property is further described in the attached Exhibit “A”.

b. The Project

Master planned projects allow for cohesive, thoughtful development that is an active and a desirable place for Schertz residents to live, work, and visit. The Schertz Station project will include a mixture of residential and commercial uses, as well as public improvements and infrastructure. Master Planning a project allows for integrated and cohesive uses, improvements, and aesthetics.

For purposes of the PDD, the Project is divided into four (4) different areas. The intent of the division is to adopt specific standards applicable to each area, and to provide the City with assurance of where each use will be located. These areas are not intended to be phases; development of different areas of the Project may occur simultaneously or in a different order than numbered.

The four (4) areas are as follows and further shown on the PDD Plan:

- AREA I – Commercial/Retail

Area I includes frontage along IH-35 and Cibolo Valley (near the IH-35 intersection). This Area will be developed with commercial uses, including retail, service, and/or office uses.

- AREA II – Commercial/Retail

Area II is located at the center of the Property between the commercial highway frontage of Area I and the residential within Area III. This Area will be developed with commercial uses, including retail, service, and/or office uses.

- AREA III – Multi-Family

Area III is south of Areas I and II, and planned for multi-family development.

- AREA IV – Commercial/Retail

Area IV is located at the corner of Cibolo Valley and Old Weiderstein Road. This Area is intended for additional commercial development.

In addition to commercial and residential development, the Project is also anticipated to include the extension of Ripps Kruesler public right-of-way. The standards for this roadway are further described in this PDD.

Each Area of the Project and the public improvements 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. This document and the PDD Plan shall control in the event of a conflict with the UDC.

c.

III. Area I

Area I of the Project will comply with UDC standards unless stated otherwise below. The following UDC Sections are amended as set forth herein:

A. Zoning Districts (UDC Article 5)

UDC Section 21.5.7 -- Dimensional and Developmental Standards

Unless excepted from herein, Area I shall comply with the City’s “GB” General Business District standards. The following Table I.A shall replace UDC Table 21.5.7.B as it applies to the Project:

Table I.A – Dimensional Requirements									
		Minimum Lot Size			Minimum, Yard Setback (ft)			Misc. Lot Requirements	
Code	Classification	Area sf.	Width ft.	Depth ft.	Front ft.	Side ft.	Rear ft.	Max. Ht.	Max. Cover
GB	General Business	10,000	100	100	20*	0	0	120	85%

*The front setback shall increase to 50’ if fronting on the IH-35 frontage road in accordance with UDC 21.14.3

Development within the GB area shall comply with the following:

- UDC Parking standards unless otherwise noted for Area I in this PDD.
- Use standards outlined for Area I in this PDD.
- No variances may be permitted to exceed the maximum impervious cover limitations.
- Design requirements of UDC Article 14, Section 21.14.3 unless noted otherwise within this PDD.

UDC Section 21.5.8 – Permitted Use Table

Structures, land, or premises within Area I shall be used only in accordance with the GB uses permitted in UDC Section 21.5.8. Additionally, “auto repairs & service, major” and “retail cabinet sales” shall be permitted (and required to comply with Table II.A as a GB use). Uses not explicitly permitted herein and requiring a Specific Use Permit shall only be permitted with City Council approval through the Specific Use Permit process included in UDC Section 21.5.11.

B. Design Standards (UDC Article 9)

UDC Section 21.9.3 – Lots

Lot sizes and dimensions will conform to the minimum requirements recognized in “Table I.A – Dimensional Requirements” of this PDD.

UDC Section 21.9.5 – Exterior Construction and Design Standards.

D. Commercial Buildings.

3. *Glazing.* All buildings must comply with the 2018 International Building Code and the International Energy Conservation Code for glass and glazing.

4. *Articulation and architectural features.*

a. Horizontal articulations or offsets are required on buildings that are equal to or less than 15,000 square feet on any wall greater in length than 30 linear feet, which is adjacent to or facing a public street. Horizontal articulations or offsets are required for buildings that are greater than 15,000 square feet on any wall greater in length than 100 linear feet, which is adjacent to or facing a public street.

(1) The depth of the articulation or offset shall be a minimum of two feet (2'). Articulations or offsets can be of varying depth as long as the minimum two feet (2') is met.

b. Vertical articulations or elevation changes are required on all walls facing a public street and should be designed to screen rooftop equipment.

(1) The height of the articulation or elevation change shall be a minimum of two feet (2'). Articulations or elevation changes can be of varying height as long as the minimum two feet (2') is met.

(2) The length of the new plane created by the articulation or elevation change shall be a minimum of 10% of the total length of the entire wall.

5. *Roof Treatments.* Façade articulations shall provide for vertical and horizontal screening of air conditioning units and all mechanical equipment located on rooftops.

UDC Section 21.9.7 – Landscaping

E. Landscape Installation Required.

2. A minimum of fifteen percent (15%) of Area I shall be landscaped, which includes trees, shrubs, sod or other ground cover. Floodplain and earthen detention/drainage areas may qualify as landscaped areas if they satisfy the conditions above.

H. Parking Area Landscaping.

2. **Perimeter Landscaping.** Screening of parking lots and vehicular use areas from abutting properties and rights-of-way shall not be required.

C. Parking (UDC Article 10)

Size of Parking Spaces (Section 21.10.3)

A. Each standard off-street surface parking space shall measure not less than nine (9) feet by eighteen (18) feet (9'x18'), exclusive of access drives and aisles, and shall be of usable shape and condition.

B. *Wheel stops.* Wheel stops shall not be required.

Schedule of Off-Street Parking Requirements (Section 21.10.4)

C. *Mixed uses.* Multiple users are intended to occupy PDD Areas I and II. The total requirements for off street parking shall be the sum of the requirements for the several uses computed separately unless it can be shown that the peak parking demands are offset, for example with retail and residential, or theater and office uses. In such case(s) the City Manager or his/her designee may reduce the parking required for uses within PDD Areas I and II by up to twenty-five percent (25%).

D. Transportation (UDC Article 14)

Additional Design Requirements (UDC Section 21.14.3)

C. *Landscape Buffer.* A minimum fifteen foot (15') wide landscape buffer shall be provided adjacent to any public right-of-way. Trees shall be planted at an average density of one (1) tree per twenty linear feet (20') of street frontage. The landscape buffer shall require an irrigation system and shall be maintained by the property owner.

D. *Off-Street Parking.* Off street parking is permitted adjacent to the landscape buffer along the right-of-way. A waiver may be granted by the Planning and Zoning Commission which would allow a reduction in the minimum required landscape buffer when off-street parking is located entirely along the side or rear of the building or lot.

E. *Building Setback Line.* A minimum fifty foot (50') front building setback shall be required for lots fronting on the IH-35 frontage road. All other setbacks shall be in accordance with Table I.A.

G. *Screening.* No screening walls or fencing shall be required adjacent to public right-of-way.

IV. Area II

Area II of the Project will comply with UDC standards unless stated otherwise below. The following UDC Sections are amended as set forth herein:

A. Zoning Districts (UDC Article 5)

UDC Section 21.5.7 -- Dimensional and Developmental Standards

Unless excepted from herein, Area II shall comply with the City’s “GB” General Business District standards. The following Table II.A shall replace UDC Table 21.5.7.B as it applies to the Project:

Table II.A – Dimensional Requirements									
Minimum Lot Size			Minimum, Yard Setback (ft)					Misc. Lot Requirements	
Code	Classification	Area sf.	Width ft.	Depth ft.	Front ft.	Side ft.	Rear ft.	Max. Ht.	Max. Cover
GB	General Business	10,000	100	100	20	0*	0*	120 ft.	90%

* 20’ setback where adjacent to a residential use and not separated by a minimum 20’ wide street or drive.

Commercial (GB) development shall comply with the following:

- Parking standards outlined for Area II in this PDD.
- Use standards outlined for Area II in this PDD.
- No variances may be permitted to exceed the maximum impervious cover limitations.
- Design requirements of UDC Article 14, Section 21.14.3 unless noted otherwise within this PDD.

UDC Section 21.5.8 – Permitted Use Table

Structures, land, or premises within Area II shall be used only in accordance with the GB uses permitted in UDC Section 21.5.8. Additionally, “commercial amusement, outdoor” uses shall be permitted (and required to comply with Table II.A as a GB use). Uses requiring a Specific Use Permit shall only be permitted with City Council approval through the Specific Use Permit process included in UDC Section 21.5.11.

B. Design Standards (UDC Article 9)

Lots (Section 21.9.3)

Lots sizes and dimensions will conform to the minimum requirements recognized in “Table II.A – Dimensional Requirements” of this PDD.

UDC Section 21.9.5 – Exterior Construction and Design Standards.

E. Commercial Buildings.

3. *Glazing.* All buildings must comply with the 2018 International Building Code and the International Energy Conservation Code for glass and glazing.

4. *Articulation and architectural features.*

- a. Horizontal articulations or offsets are required on buildings that are equal to or less than 15,000 square feet on any wall greater in length than 30 linear feet, which is adjacent to or facing a public. Horizontal articulations or offsets are required for buildings that are greater than 15,000 square feet on any wall greater in length than 100 linear feet, which is adjacent to or facing a public street.

- (1) The depth of the articulation or offset shall be a minimum of two feet (2'). Articulations or offsets can be of varying depth as long as the minimum two feet (2') is met.

- b. Vertical articulations or elevation changes are required on all walls facing a public street and should be designed to screen rooftop equipment.

- (1) The height of the articulation or elevation change shall be a minimum of two feet (2'). Articulations or elevation changes can be of varying height as long as the minimum two feet (2') is met.

- (2) The length of the new plane created by the articulation or elevation change shall be a minimum of 10% of the total length of the entire wall.

5. *Roof Treatments.* Façade articulations shall provide for vertical and horizontal screening of air conditioning units and all mechanical equipment located on rooftops.

Landscaping (Section 21.9.7)

E. Landscape Installation Required.

2. A minimum of ten percent (10%) shall be landscaped, which includes and shall be comprised of trees, shrubs, sod or other ground cover.

H. Parking Area Landscaping.

2. **Perimeter Landscaping.** Screening of parking lots and vehicular use areas from abutting properties and rights-of-way shall not be required.

C. Parking (UDC Article 10)

Size of Parking Spaces (Section 21.10.3)

C. Each standard off-street surface parking space shall measure not less than nine (9) feet by eighteen (18) feet (9'x18'), exclusive of access drives and aisles, and shall be of usable shape and condition.

D. *Wheel stops.* Wheel stops shall not be required.

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:

Table II.B – Schedule of Off-Street Parking Requirements	
<i>Use Type</i>	<i>Parking Requirement</i>
Commercial Uses	As required per use in the UDC, unless reduced per the Mixed Use allowance in Section C below.

C. *Mixed uses.* Multiple users are intended to occupy PDD Areas I and II. The total requirements for off street parking shall be the sum of the requirements for the several uses computed separately unless it can be shown that the peak parking demands are offset, for example with retail and residential, or theater and office uses. In such case the City Manager or his/her designee may reduce the parking required for uses within PDD Area I and Area II, but not more than twenty-five percent (25%).

D. Transportation (UDC Article 14)

Additional Design Requirements (UDC Section 21.14.3)

C. *Landscape Buffer.* A minimum fifteen foot (15') wide landscape buffer shall be provided adjacent to any public right-of-way. Trees shall be planted at an average density of one (1) tree per twenty linear feet (20') of street frontage. The landscape buffer shall require an irrigation system and shall be maintained by the property owner.

D. *Off-Street Parking.* Off street parking is permitted adjacent to the landscape buffer along the right-of-way. A waiver may be granted by the Planning and Zoning Commission

which would allow a reduction in the minimum required landscape buffer when off-street parking is located entirely along the side or rear of the building or lot.

G. *Screening.* No screening walls or fencing shall be required adjacent to public right-of-way.

V. Area III

Area III of the Project will comply with UDC standards unless stated otherwise below. The following UDC Sections are amended as set forth herein:

A. Zoning Districts (UDC Article 5)

UDC Section 21.5.7 -- Dimensional and Developmental Standards

Unless excepted from herein, Area III shall comply with the City's "R-4" Multi-Family District standards. The following Table III.A shall replace UDC Table 21.5.7.A as it applies to the Project:

Table III.A – Dimensional Requirements									
		Minimum Lot Size			Minimum, Yard Setback (ft)			Misc. Lot Requirements	
Code	Classification	Area sf.	Width ft.	Depth ft.	Front ft.	Side ft.	Rear ft.	Max. Ht.	Max. Cover
R-4	Apartment/Multi-Family	10,000	100	100	20	10	10	35	80%
Multi-Family (R-4) development shall comply with the following:									
a. Maximum density shall not exceed 12 units per acre.									
b. Parking standards outlined for Area III in this PDD.									
c. 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.									
d. No variances may be permitted to exceed the maximum impervious cover limitations.									
e. Design requirements of UDC Article 14, Section 21.14.3 unless noted otherwise within this PDD.									

UDC Section 21.5.8 – Permitted Use Table

Structures, land, or premises within Area III shall be used only in accordance with the R-4 uses included in UDC Section 21.5.8.

B. Design Standards (UDC Article 9)

Lots (Section 21.9.3)

Lots sizes and dimensions will conform to the minimum requirements recognized in “Table III.A – Dimensional Requirements” of this PDD.

Landscaping (Section 21.9.7)

E. Landscape Installation Required.

2. A minimum of twenty percent (20%) of the combined Project area shall be landscaped, which includes and shall be comprised of trees, shrubs, sod or other ground cover.

H. Parking Area Landscaping.

2. **Perimeter Landscaping.** Screening of parking lots and vehicular use areas from abutting properties and rights-of-way shall not be required.

C. Parking (UDC Article 10)

Size of Parking Spaces (Section 21.10.3)

E. Each standard off-street surface parking space shall measure not less than nine (9) feet by eighteen (18) feet (9’x18’), exclusive of access drives and aisles, and shall be of usable shape and condition.

F. *Wheel stops.* Wheel stops shall not be required.

D. Schedule of Off-Street Parking Requirements (Section 21.10.4)

B. Off-street parking shall be provided in sufficient quantities to provide the following ratio of vehicle spaces for multi-family use:

Table III.B – Schedule of Off-Street Parking Requirements	
<i>Use Type</i>	<i>Parking Requirement</i>
Multi-Family	1.75 parking spaces per unit (minimum)

E. Landscaping

Additional Design Requirements (UDC Section 21.14.3)

C. *Landscape Buffer.* A minimum fifteen foot (15') wide landscape buffer shall be provided adjacent to Cibolo Valley. Trees shall be planted at an average density of one (1) tree per twenty linear feet (20') of street frontage. The landscape buffer shall require an irrigation system and shall be maintained by the property owner.

D. *Off-Street Parking.* Off street parking is permitted adjacent to the landscape buffer along the right-of-way.

E. *Building Setback Line.* Only the portion of the lot adjacent to Cibolo Valley Drive shall be treated as a front yard setback; others will be side or rear.

G. *Screening.* A six foot (6') tall fence shall be provided where the rear or side yard of any residential lot abuts a Principal or Secondary Arterial. The fence shall be constructed of metal or wrought iron and may include masonry columns.

VI. AREA IV

Area IV of the Project will comply with UDC standards unless stated otherwise below. The following UDC Sections are amended as set forth herein:

A. Zoning Districts (UDC Article 5)

UDC Section 21.5.7 -- Dimensional and Developmental Standards

Unless excepted from herein, Area IV shall comply with the City's "GB" General Business District standards. The following Table IV shall replace UDC Table 21.5.7.B as it applies to the Project:

Table IV.A – Dimensional Requirements

Code	Classification	Minimum Lot Size			Minimum, Yard Setback (ft)			Misc. Lot Requirements	
		Area sf.	Width ft.	Depth ft.	Front ft.	Side ft.	Rear ft.	Max. Ht.	Max. Cover
GB	General Business	10,000	100	100	20	0	0	35	85%

Development within the GB area shall comply with the following:

- UDC off street Parking space minimum requirements
- Use standards outlined for Area IV in this PDD.
- No variances may be permitted to exceed the maximum impervious cover limitations.
- Design requirements of UDC Article 14, Section 21.14.3 unless noted otherwise within this PDD.

UDC Section 21.5.8 – Permitted Use Table

Structures, land, or premises within Area IV shall be used only in accordance with the GB uses permitted in UDC Section 21.5.8. Uses requiring a Specific Use Permit shall only be permitted with City Council approval through the Specific Use Permit process included in UDC Section 21.5.11.

B. Design Standards (UDC Article 9)

Lots (Section 21.9.3)

Lots sizes and dimensions will conform to the minimum requirements recognized in “Table IV.A – Dimensional Requirements” of this PDD.

Landscaping (Section 21.9.7)

E. Landscape Installation Required.

- A minimum of fifteen percent (15%) of the combined Project area shall be landscaped, which includes and shall be comprised of trees, shrubs, sod or other ground cover.

H. Parking Area Landscaping.

- Perimeter Landscaping.** Screening of parking lots and vehicular use areas from abutting properties and rights-of-way shall not be required.

C. Parking (UDC Article 10)

Size of Parking Spaces (Section 21.10.3)

- G. Each standard off-street surface parking space shall measure not less than nine feet (9') by eighteen (18) feet (9'x18'), exclusive of access drives and aisles, and shall be of usable shape and condition.
- H. *Wheel stops.* Wheel stops shall not be required.

D. Transportation (UDC Article 14)

Additional Design Requirements (UDC Section 21.14.3)

- C. *Landscape Buffer.* A minimum fifteen foot (15') wide landscape buffer shall be provided adjacent to any public right-of-way. Trees shall be planted at an average density of one (1) tree per twenty linear feet (20') of street frontage except for public schools. The landscape buffer shall require an irrigation system and shall be maintained by the property owner.
- D. *Off-Street Parking.* Off street parking is permitted adjacent to the landscape buffer along the right-of-way.
- G. *Screening.* No screening walls or fencing shall be required adjacent to public right-of-way.

VII. Public Street

The extension of Ripps Kruesler through the Project is anticipated to be located in the general area shown on the PDD Plan. This location is not definite and may shift pending further study of the Property and the proposed development.

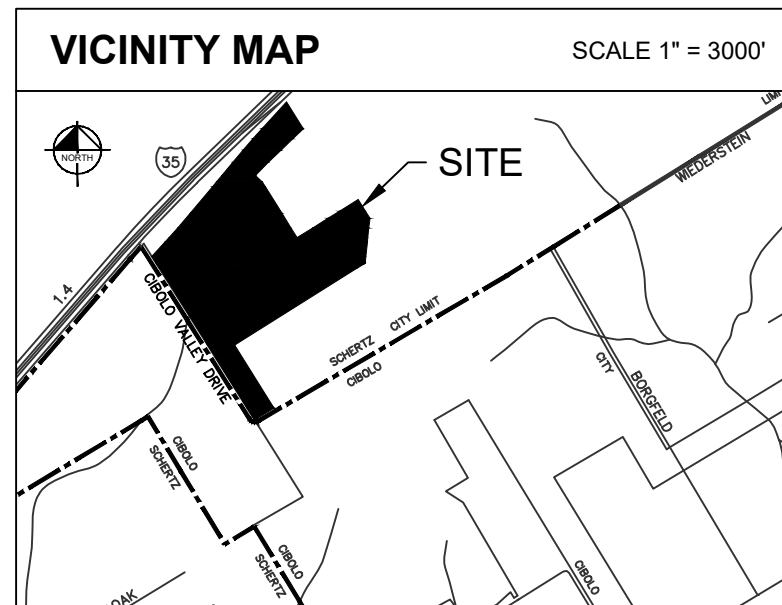
Construction of Ripps Kruesler will meet the following standards and be classified as a collector. These standards will replace any requirements of UDC Table 21.14.1:

Ripps Kruesler				
Classification	ROW	Pavement	Drainage Width	Sidewalk Width Hike/Bike Trail
Collector	70 feet	38 feet	Curb or Curb and Gutter	5 feet both sides (minimum) or 8 foot hike/bike trail on one side

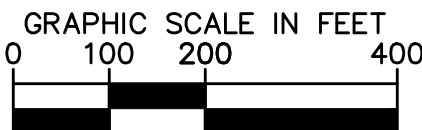
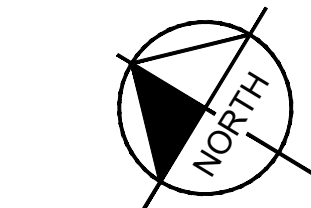
VIII. PDD Adjustments

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, it may be necessary to alter the boundaries between the Areas or the location of public improvements. The list of minor amendments included in Section 21.5.10 is further defined to allow Area boundaries to shift in location up to fifty feet (75') from what is shown on the PDD Plan.



SUMMARY TABLE		
NAME	ACREAGE (AC.)	FUTURE USE
AREA 1	18.6	COMMERCIAL/ RETAIL
AREA 2	19.2	COMMERCIAL/ RETAIL
AREA 3	33.5	MULTI-FAMILY
AREA 4	3.3	COMMERCIAL/ RETAIL



LEGEND

- PROPERTY BOUNDARY
- EXISTING EDGE OF ASPHALT
- EXISTING OVERHEAD ELECTRIC
- EXISTING SANITARY LINE
- EXISTING WATER LINE
- EXISTING GAS LINE
- BENCHMARK

NOTES	
1.	ACCORDING TO FLOOD INSURANCE RATE MAP PANEL 48187C0210F, DATED 11/2/2007, A PORTION OF THE SITE IS LOCATE IN ZONE A AND IS LOCATED IN THE 100-YR FLOODPLAIN. THE REMAINING SITE IS LOCATED IN ZONE X AND IS NOT WITHIN THE 100-YR FLOODPLAIN.
2.	THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE ALIGNMENT. ALIGNMENT IS DETERMINED AT THE TIME OF THE FINAL PLAN.

SITE DATA TABLE	
GENERAL SITE DATA	
LEGAL DESCRIPTION	74.579 ACRES, J.F. WALKER SURVEY NO. 113, ABSTRACT NO. 244, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS
CURRENT ZONING	GENERAL BUSINESS (GB) & MANUFACTURING (LIGHT) (M-1)
REQUESTED ZONING	PLANNED DEVELOPMENT DISTRICT (74.579 AC.)
PROPOSED LAND USE	COMMERCIAL/RETAIL AND MULTI-FAMILY
SITE ACREAGE	74.5790
ADDRESS	NEC OF IH-35 & CIBOLO VALLEY DR., CITY OF SCHERTZ, TX

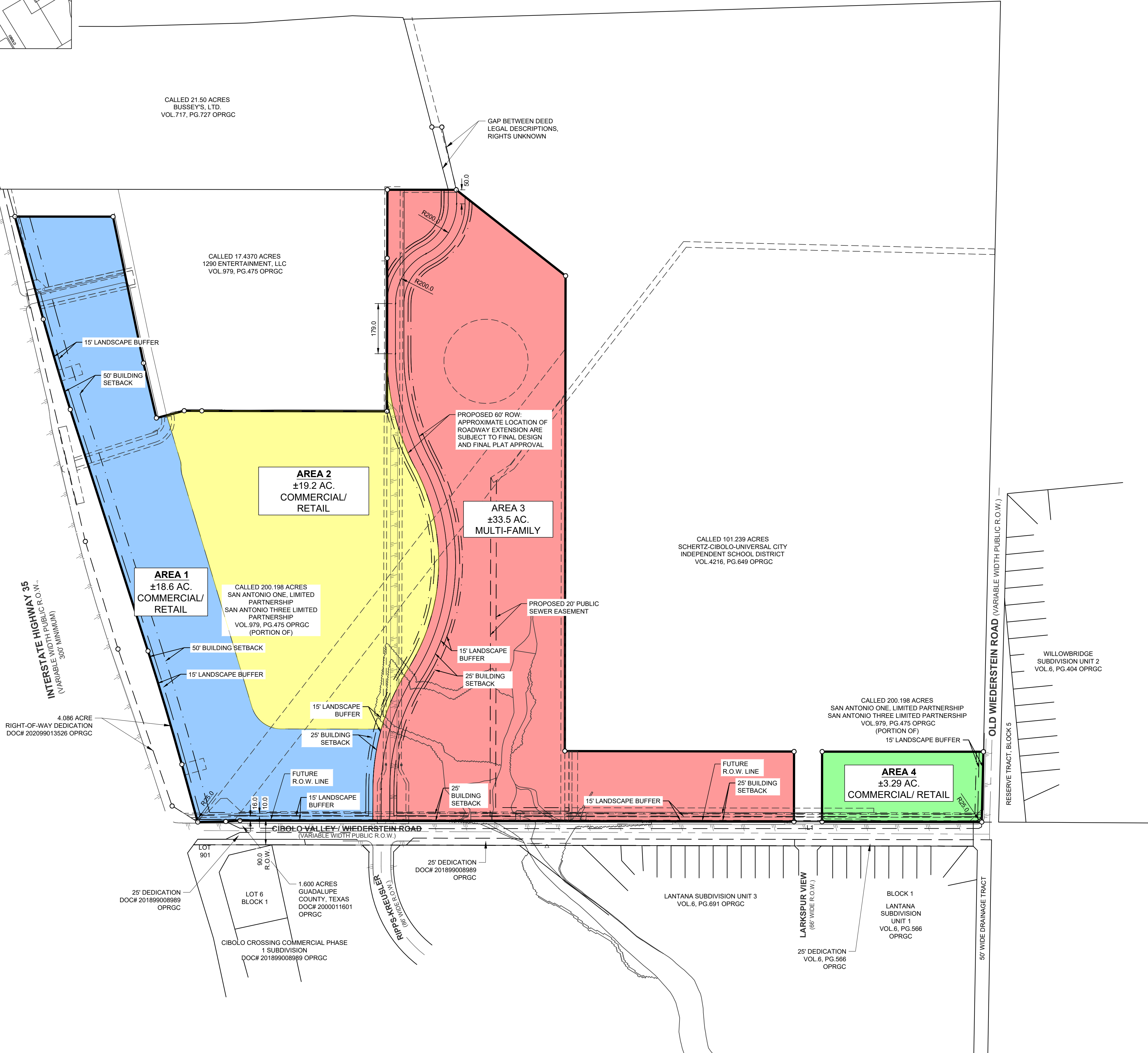
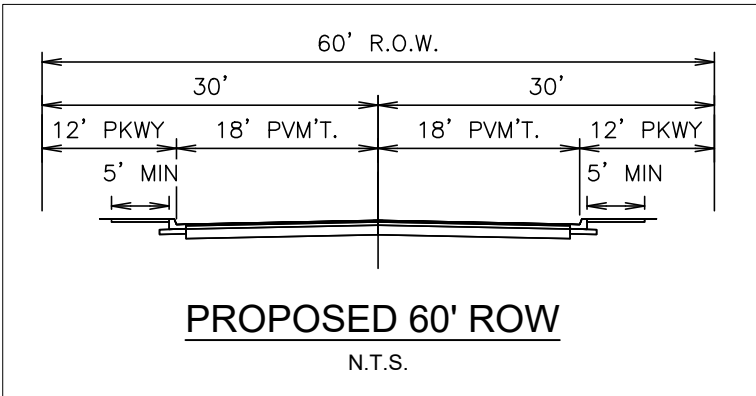
PROJECT CONTACT LIST:

SURVEYOR OF RECORD
KIMLEY-HORN
10101 REUNION PLACE, STE 400
SAN ANTONIO, TEXAS 78216
PHONE: 210-541-9166
CONTACT: JOHN GREGORY MOSIER, R.

CIVIL ENGINEER
KIMLEY-HORN
10101 REUNION PLACE, STE 400
SAN ANTONIO, TEXAS 78216
PHONE: 210-541-9166
CONTACT: AARON PARENICA, P.E.

PROPERTY OWNER
SAN ANTONIO ONE, LTD PARTNERSHIP
277 N LOOP 1604 E, STE. 150
SAN ANTONIO, TX, 78232
PHONE: 313-961-6451
CONTACT: CHARLES FORBES

DEVELOPER
EMBREY
1020 NE LOOP 410, STE 700
SAN ANTONIO, TEXAS 78209
PHONE: 210-824-6044
CONTACT: OMAR RIVERA



EMBREY: NEC IH-35 & CIBOLO VALLEY DR.

NOTICE OF PUBLIC HEARING

October 14, 2022

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, October 26, 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:

PLPDD20220020— A request to rezone approximately 75 acres of land from General Business District (GB) and Manufacturing District- Light (M-1) to Planned Development District (PDD), generally located southeast of the intersection of IH 35 and Cibolo Valley Drive, also known as Guadalupe County Property Identification Numbers 68313, 68314, and 148510, 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 Emily Delgado, Planning Manager, 1400 Schertz Parkway, Schertz, Texas 78154, or by e-mail planning@schertz.com. If you have any questions, please feel free to call the Planning Division at (210) 619-1780.

Sincerely,



Emily Delgado
Planning Manager

Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLPDD20220020**

COMMENTS: too much traffic / not enough roads / too much noise / too much lights

NAME: Eric Talamantez SIGNATURE: [Signature]
(PLEASE PRINT)

STREET ADDRESS: 112 Hanging Moss

DATE: 10-26-2022

Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLPDD20220020**

COMMENTS: _____

NAME: Aaron Madrigal
(PLEASE PRINT)

SIGNATURE



STREET ADDRESS: 108 HANGING MOSS Dr CIBOLO, TX 78108

DATE: 10/25/2022

NOTICE OF PUBLIC HEARING

October 14, 2022

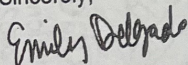
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The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to Emily Delgado, Planning Manager, 1400 Schertz Parkway, Schertz, Texas 78154, or by e-mail planning@schertz.com. If you have any questions, please feel free to call the Planning Division at (210) 619-1780.

Sincerely,

Emily Delgado
Planning Manager

Reply Form

I am: in favor of ☒ opposed to ☐ neutral to ☐ the request for **PLPDD20220020**

COMMENTS: _____

NAME: JODI FLAMAGAN SIGNATURE Jodi Flanagan
(PLEASE PRINT) PRESIDENT of Third Eye Properties LLC.

STREET ADDRESS: 117 FOXGLOVE PASS, CIBOLO, TX 78108

DATE: 10/27/2022

NOTICE OF PUBLIC HEARING

October 14, 2022

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on Wednesday, October 26, 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:

PLPDD20220020– A request to rezone approximately 75 acres of land from General Business District (GB) and Manufacturing District- Light (M-1) to Planned Development District (PDD), generally located southeast of the intersection of IH 35 and Cibola Valley Drive, also known as Guadalupe County Property Identification Numbers 68313, 68314, and 148510, 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 Emily Delgado, Planning Manager, 1400 Schertz Parkway, Schertz, Texas 78154, or by e-mail planning@schertz.com. If you have any questions, please feel free to call the Planning Division at (210) 619-1780.

Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLPDD20220020**

COMMENTS: _____

NAME: Joshua Gangsei SIGNATURE *Joshua Gangsei*
(PLEASE PRINT)

STREET ADDRESS: 116 Huning Moss Dr Cibola, Tx, 78108

DATE: 10-25-22

CITY COUNCIL MEMORANDUM

City Council Meeting: December 6, 2022
Department: Executive Team
Subject: Workshop Discussion and Action Regarding the Acquisition of Approximately 31 acres of Property Generally Located on the North and South Sides of Wiederstein Road Generally East of Schertz Parkway.

BACKGROUND

Staff is proposing that the City acquire approximately 31 acres of property, located on the north and south sides of Wiederstein Road, generally to the east of Schertz Parkway. This property is owned by SCUCISD. The City is in need of an approximately 5 acre site of land for future Fire Station #4 that will be able to provide improved service to the Industrial area to the north of IH-35. This site would also provide relief to the other fire stations in Schertz. Staff understands SCUCISD is open to selling the property they own as a whole. The property is not contiguous as the attached map shows. The appraised value is \$1,970,000.

Attachments

Property Acquisition



CITY COUNCIL MEMORANDUM

City Council Meeting: December 6, 2022
Department: Executive Team
Subject: Monthly Update on FY 2022-23 Approved Expanded Programs (B. James/S. Gonzalez)

BACKGROUND

City staff has provided the attached update.

Attachments

December 2022 Expanded Program Update

CITY COUNCIL MEMORANDUM

City Council Meeting: December 6, 2022

Department: City Manager

Subject: FY 2022-23 Expanded Program Budget Update – December 2022

Background

City Staff held a Council Workshop on October 21, 2022. At this workshop staff committed to providing monthly updates to Council on the expanded programs and personnel that were approved as part of the FY 2022-23 budget. If Council desires more information on any item, please reach out to staff and that information will be provided.

Note: Completed programs reflected in green.

Fire

- 3 Firefighters – Complete – Proposed start date of 1/3/23 for all 3 positions
- Fire Inspector – In process
- Public Safety Radios – In process (looking to order by end of year)

Engineering

- Engineer Inspector – Complete – Proposed start date of 12/5/22
- Engineer – Position posted 10/2022, open until filled, 2 applicants as of 11/30, interviews being scheduled
- Water/Sewer Gems software - Software will be purchased in concert with water and wastewater model training to be provided by LAN (master plan consultant)

IT

- Public Safety Technician - Applications closed - preliminary review complete
- GIS Specialist – Offer in progress
- Internet Upgrades – Scheduled for January 2023
- Fiber Upgrades – Seeking vendors
- Security Cameras at Public Safety Buildings – Scheduled for January 2023
- Hard drive shredder – Not ordered yet
- Office 365 training – Identified MS Project as first module for training with Engineering

Parks

- Recreation Coordinator – Complete – Proposed start date 12/5/22
- 2 Parks Maintenance Technicians – Complete – 1 position started October 2022, 1 position proposed start date of 12/5/22
- 1 Parks Maintenance Technician – Will conduct another round of interviews for final maintenance position on 12/13 and 12/14

- Trail Funding - Trail Connect Meeting scheduled with The Great Springs Project and AAMPO and area cities on 12/8/22 to help determine next section to be funded and ways to leverage existing funds for maximum impact

Planning & Community Development

- Plans Examiner – Complete – Position started 10/2022 (from promotion of a Building Inspector). Building Inspector position has been backfilled
- Permit Tech – Interviews complete, hire request in progress
- Neighborhood Services Officer – Interviews complete, candidate offer in progress
- Cibolo Creek Clean-Up – Creek clean-up site has been selected. Drafted program plan/procedures document. Consulted SARA and Bexar County to possibly assist with the clean-up efforts and potential funding since the clean-up location is in the City of Schertz, Bexar County and the in SARA river shed. Working with internal departments to prepare the area for volunteers

Police

- 1 School Resource Officers – Complete – Position started October 2022
- 1 School Resource Officer – this position will be filled when recruit officer completes training (which is projected to be in 4-6 weeks)
- Traffic Officer - On hold until next officer completes training (Hired new officer who began October 2022)
- Records Specialist - Candidate is in background stage
- RMS Replacement - Drafting RFP in collaboration with IT
- Cellebrite system - Obtaining current quotes and developing protocols/policy to implement - projected full implementation 90 - 180 days
- Replace body armor for SWAT team - Conducting research for vendor and product and fund matching
- Breaching tools and shields – No update to provide at time of report
- Additional job advertisements and hiring incentives – No update to provide at time of report (funding is in HR budget)

Public Works

- 600-gallon Emulsion Tank – Complete – Approved for purchase (22-R-100 on September 13th)
- Skid steer with mulch head – Completed – Approved for purchase (22-R-117 on October 25th)
- Parts Clerk - Job has been posted and staff has begun reviewing applications
- Building 27 Parking Lot - Parking lot design was finalized with Building 27 Project. Next steps would be to submit design for staff review
- SPAM Funding – Coordinating with Public Works and Engineering staff to finalize road priorities
- Manager+ Upgrade - Public Works, IT, Purchasing, and Finance are coordinating on a demo of the software to ensure all required features are available
- Mobile bypass pump – Water staff is working with the vendor to confirm specifications and pricing
- Noise mitigation tiles for Library – Facilities staff needs to coordinate meeting with Library staff to review project requirements

Library

- 2 10-hour positions to 2 20-hour positions – Completed
- Hotspot Program – Completed – 11 hotspots have been received and are currently being processed for circulation
- Library Materials – Completed – Vox books have been ordered, awaiting arrival; initial order of Wonderbooks have been ordered, remaining Wonderbooks will arrive quarterly through a standing order plan
- PT Programming Specialist – In progress; both furniture and hardware/software needs are in the works and then the position will be posted.
- Increase cleaning contract for emergency cleanings – no update to provide at time of report

Public Affairs

- Event Attendant – Completed - Position started October 2022

EMS

- 3 Paramedics/EMTS – Completed – Hired 3 of the 8 positions
- 5 Paramedics/EMTS - Will look to see how call volume/revenue is in January 2023 to decide further hires
- Mental health canine – Working through the logistics of the mental health canine

Purchasing

- eProcurement Software - A Request for Information (RFI) has been drafted with IT's review and input. This doesn't require a formal procurement due to the dollar value. However, we want to evaluate as many products as possible to ensure transparency and best value. Estimated timeframe: software selection by January-February 2023
Implementation beginning in February-March 2023

Utility Billing

- Utility bill text messaging service – In que to turn on/finish set-up with Tyler Technologies

CITY COUNCIL MEMORANDUM

City Council Meeting: December 6, 2022
Department: Engineering
Subject: Monthly Update on Major Projects in progress/CIP. (B. James/K. Woodlee)

BACKGROUND

City staff has provided the attached update.

Attachments

December 2022 Major Project Update

CITY COUNCIL MEMORANDUM

City Council Meeting: December 6, 2022
Department: City Manager
Subject: Update on Major Projects in Progress

Background

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

Facilities Projects:

1. Animal Adoption Center HVAC Replacement Project

- Project Status: Complete
- Construction Start: October 2021
- Estimated Completion: February 2022
- Cost of Construction: \$700,000
- Project Update: City Staff has been operating inside the facility since February. The final punch items have been completed, and the project is closed out.

2. Civic Center HVAC Replacement Project

- Project Status: Complete
- Consultant: M&S Engineering
- Contractor Sullivan Contracting Services
- Project Substantial Completion: June 2, 2022
- Design Cost: \$93,500 (NTE)
- Construction Cost: \$1,150,000 (NTE)
- Project Update: Sullivan Contracting has completed all punch items and the project is closed out.

3. Borgfeld Facility Renovation Project

- Project Status: Scope development phase/ Demo of existing drywall, insulation, HVAC system and water heater.
- Projected Completion: Unknown. Project is on hold at this time.
- Project Update: Project will consist of renovating approximately 1600 SF of office space. This will be primarily done in house by the Facilities Team. Holes in metal siding and roofing have been sealed to keep out wildlife. New door has been installed leading to old kennel area to keep out wildlife.

4. Building 10 Parks Renovation

- Project Status: Design phase
- Projected Completion: Unknown
- Estimated Cost: \$250,000
- Project Update: M&S Engineering is working on Architectural, Mechanical, Electrical and Plumbing plans

5. Kramer House Deck Replacement

- Project Status: Partially complete.
- Projected Completion: Fall 2022
- Estimated Cost: Estimated \$85,000 - \$100,000
- Project Update: Complete deck replacement was put out for RFP. No bids were received. All surface decking was replaced with additional minor structural repairs were done in house by the Facilities team at a cost of less than \$8,000.

6. Fleet Building Parking Lot

- Project Status: Permit phase
- Consultant: M&S Engineering
- Contractor: To Be Determined
- Project Completion: 2023
- Design Cost: \$93,500 (NTE)
- Construction Cost: \$200,000 (NTE)
- Project Update: Documents are being provided for City Staff to review in CityView.

Drainage Projects:

1. FM 78 South Channel Silt Removal

- Project Status: Design
- Design Engineer: Unintech Consulting Engineers, Inc.
- Project Start: September 2022
- Project Cost: \$32,100 (Design) + \$4,600 Drainage Report
- Project Update: The design proposal was signed on September 1, 2022. Surveying is anticipated to be completed in November of 2022 and construction documents are anticipated to be complete by March 2023. After review of the preliminary construction documents, easement acquisition may be required. An additional services proposal is under review in order to confirm the anticipated silt removal channel cross section and ultimate easement width of the channel.

Water and Wastewater Projects:

1. Woman Hollering Creek Wastewater Interceptor Main and Lift Station

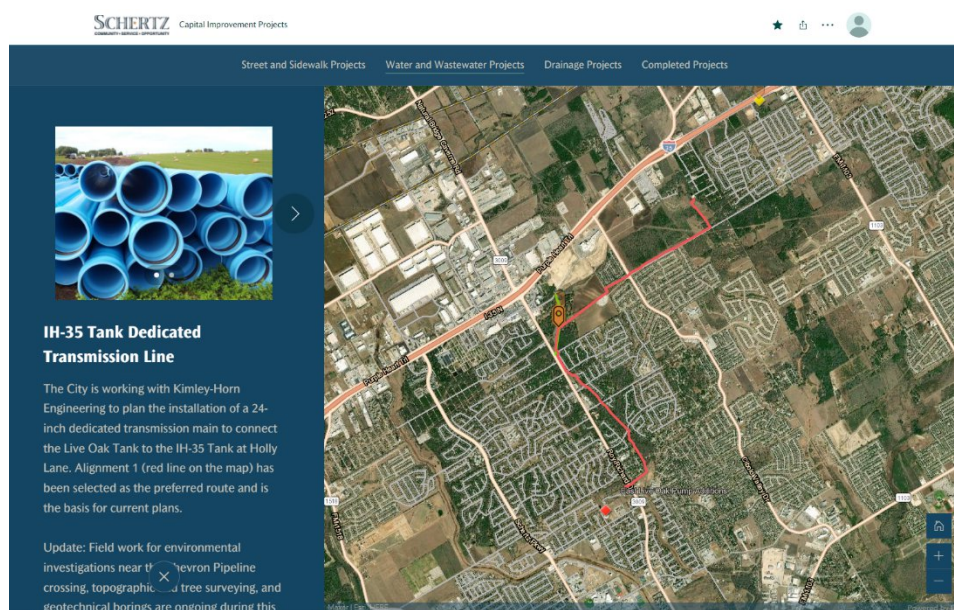
- Project Status: Construction
- Construction Contractor: Thalle Construction Co., Inc.

- Construction Management: AG|CM
- Design Engineer: Cobb, Fendley & Associates, Inc.
- Construction Start: January 2022
- Estimated Cost of Construction (including construction and ancillary contracts): \$12 million
- Project Update: Installation of the 14-inch forcemain running from the proposed lift station site to the CCMA plant is complete. Installation of the 30-inch gravity pipe and manholes is approximately 25 percent complete. The lift station wet well is under construction. The contractor continues to track delayed delivery of electrical components for the lift station which may impact the completion date of the project. Substantial completion remains contractually scheduled for January 2023 however, material and equipment delays will likely cause that date to shift by several months.

2. 24" Dedicated Transmission Main Design Phase II

Overall project intent is the construction of a 24" dedicated water transmission main to connect the Live Oak water storage facility to the IH 35 storage tank. Phase 1 (route study, land acquisition coordination) was completed in March 2021.

- Project Status: Design Phase
- Consultant: Kimley-Horn & Associates
- Design Project Start Date: June 1, 2021
- Project Completion Date: Winter 2022
- Project Cost (Phase 2 Design): \$1,508,875.50



- Project Update: The final route of the Dedicated Transmission Main is provided on the CIP Map. 100% design is ongoing and expected to be under review by the end of November. The IH-35 Tank will require a test shut-down for this project and Public Works will monitor pressures throughout the system during the test shut-down. Easement acquisition has not been initiated. Delay in easement acquisition and final design are due to property title research on several unplatted properties. A one-page

summary was be provided to Council by the October Update Memo on easement acquisition needs and tree removal. Easement appraisals have begun to be submitted to the City for review prior to land acquisition agents reaching out to property owners.

3. Riata Lift Station Relocation (Design Phase)

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

- Project Status: Design Phase
- Consultant: Utility Engineering Group, PLLC (UEG)
- Design Project Start Date: August 2020
- Expected Design Project Completion Date: Summer 2022
- Total Project Cost (Design Phase): \$129,795 (NTE \$143,000)
- Project Update: UEG is working with TXDOT to complete the Standard Utility Agreement. Once the agreement is in place, site acquisition will be finalized and the project will move to bidding and construction.

4. FM 1518 Utility Relocations

Overall project intent is to relocate the water and sewer utilities to avoid conflicts as part of the TXDOT FM 1518 Project. The current contract is for the design services of the project.

- Project Status: Design Phase
- Consultant: Halff Associates
- Design Project Start Date: June 2021
- Expected Design Project Completion Date: September 2022
- Total Project Cost (Design Only): \$548,370 (NTE \$600,000)
- Project Update: Halff is completing the easement acquisition for the 16" water line proposed across Aztec Lane. The joint bid design is pending final review by TXDOT. The latest update from TXDOT is that they are planning for a July 2023 letting date.

5. Corbett Ground Storage Tank

Overall project intent is the construction of a 3.0 Million Gallon ground storage tank for filling the Corbett Elevated Storage Tank, the East Live Oak Elevated Storage Tank, plus additional storage.

- Project Status: Contract Phase
- Consultant: Unintech Consulting Engineers, Inc. (previously Ford Engineering)
- Construction Start Date: January 7, 2023 (approx.)
- Expected Project Completion Date: 550 calendar days after the date the contract is initiated
- Total Design Cost: Design \$466,265.00
- Total Construction Cost: \$7,028,017.00
- Project Update: The Contractor has started providing submittals for review and approval. Delay in the project start is due to long lead times of electrical equipment. An environmental proposal has been initiated in order to comply with federal funding regulations.

Street Projects:

1. 2018 Street Preservation and Maintenance Resurfacing Project

- Project Status: Under Construction
- Construction Start: March 2020
- Construction Completion: Summer 2020 (remedial efforts ongoing)
- Cost of Construction: \$791,174.34
- Project Update: There are still some chip seal repairs that need to be completed. The weather has not been very cooperative in getting the repair work and fog seal application completed. The contractor is trying to develop a schedule to get the work completed in the next few weeks. The fog seal has been completed in the Greenfield Village subdivision.

2. Elbel Road Storm Drain and Paving

- Project Status: Design
- Consultant: Unintech Consulting Engineers, Inc. (previously Ford Engineering)
- Project Start Date: October 4, 2021
- Project Completion Date: Spring 2022
- Total Project Cost: \$1,964,000
- Project Update: The project is substantially complete. Some striping at the Westchester intersection is all that is left to complete. We expect the striping to be completed as soon as weather permits.

3. 2020 Street Preservation and Maintenance (Resurfacing) Project

- Project Status: Under Construction
- Consultant: Kimley-Horn & Associates
- Project Start Date: November 15, 2021
- Project Completion Date: Fall 2022
- Estimated Cost of Construction: \$2,153,000
- Project Update: the project is nearly fully complete. Re-striping some areas of the completed streets are all that is left. The new slurry seal needed to cure for a couple weeks before striping could be applied. The striping will be scheduled when we have favorable weather.

The following note is provided in response to concerns raised by citizens:

The Live Oak staging area was being used for the 2020 SPAM Resurfacing Project (the slurry seal work). The large pile of “sand” and the construction equipment have all been removed from the site. For completion of the chip seal repairs and fog seal, a different staging area will be used by the contractor.

4. Tri-County Parkway Reconstruction Project

- Project Status: Construction
- Consultant: Halff Associates
- Construction Start: Spring 2022
- Estimated Cost of Construction: \$4,900,000
- Project Update: The sewer line work is nearly fully complete. There are some sewer service laterals that need to be connected to the new system, but those can't be connected until the contractor is working on the south side of Tri-County Parkway. The recent rains have delayed the paving of the north side of Tri-County Parkway. Paving will resume as soon as the weather allows. Reconstruction of the south side of Lookout Road is expected to begin shortly. Once the paving on the north side of Tri-County is completed, traffic will be moved to the new pavement and work will begin on the south side of Tri-County. The project is expected to be complete in early January.

5. Main Street Improvements Project

- Project Status: Design
- Consultant: Kimley-Horn Associates
- Project Update: The consultant continues to coordinate with private utility companies and refine the project elements. We have met with GVEC to pin down their needs to relocate the electrical facilities. We are in the process of setting up utility relocation meetings with the other utilities to identify their relocation needs. Our consultant has started on the water and sewer replacements design.

6. Schertz Parkway/Lookout Road Signalization

- Project Status: Design
- Consultant: Halff Associates
- Project Update: Field survey work has been completed. The consultant is working on the new traffic signal design. Project should be ready to bid in early 2023.

7. Lookout Road Reconstruction

- Project Status: Design
- Consultant: Halff Associates
- Project Update: Task Order Agreement with Halff Associates is on the December 6th Council Agenda for approval. With approval of the Task Order Agreement, the consultant will begin design of the project. Construction elements of this project will be coordinated with the Schertz Parkway/Lookout Road Signalization project. Design is expected to be complete in early 2023.

Parks & Recreation Projects:

1. Wendy Swan Memorial Park Splashpad

- Project Status: Under Construction
- Construction Start Date: September 29, 2022
- Construction Contractor: T.F. Harper & Associates
- Estimated Project Completion: March 2023
- Project Cost: \$297,350.09

- Project Status: Demolition of pool has been completed and new slab has been poured with integrated plumbing for splashpad features. Additional plumbing and electrical work are still to be completed.
2. **Cibolo Valley Medians Landscaping Project**
 - Project Status: Under Construction
 - Construction Start Date: November 28, 2022
 - Construction Contractor: CutRite Landscaping
 - Estimated Project Completion: January 2023
 - Project Cost: \$134,611.32
 - Project Status: Water service taps were installed by utility contractor in October and water meters were set. Irrigation piping is being installed in the medians this week.
 3. **Schertz Soccer Complex Irrigation Water Storage Project**
 - Project Status: Phase I Under Construction, Phase II pending schedule
 - Construction Start Date: October 2022
 - Construction Management: City staff
 - Construction Contractor: various subcontractors
 - Estimated Project Completion: March 2023
 - Project Estimated Cost: \$107,036.90
 - Project Status: Original single bid received over the summer was rejected due to being significantly higher than engineer's estimate. Project was phased out into various subspecialties and is being managed by city staff to contract individual subcontractors. Phase I included demolition of existing fence and placing of temporary fencing. Phase II is electrical work to bring panel up to code and add capacity for larger pumps. Awaiting schedule from electrical contractor.

TxDOT Roadway Projects:

1. **FM 1103 Improvement Project:** A groundbreaking ceremony was held on November 16, 2022 and the project is officially under construction. Anticipated completion of the project that runs from IH 35 to Rodeo Way in Cibolo is currently fall of 2026.
2. **FM 1518 Improvement Project:** TxDOT is in the Plans, Specs, and Estimates (PS&E) stage of the project. At this time, the design consultant for TxDOT has prepared 95% construction plans. The scheduled let date for the project is July 2023. Acquisition of needed right of way from JBSA is still not complete however, in the case that the necessary right of way for full build out cannot be acquired, a modified, undivided section (still with two lanes in each direction) will be constructed for the interim.
3. **IH-35 Operational Improvements Project (FM 2252 to Schwab Road):** This project included ramp reversals to improve the safety and flow of traffic on and off of IH 35 and the addition of VIA Park & Ride facilities. The project is now complete.
4. **IH-35 NEX (I-410 South to FM 1103):** The central segment of the I-35 Northeast Expansion project is underway with Alamo NEX Construction handling the design-build project. The central section runs from 410 N to FM 3009. TxDOT has communicated that significant construction activities are underway and are mainly occurring overnight to minimize impact to traffic through the corridor.

5. **IH-10 Graytown Road to Guadalupe County Line:** Grading for the widening of the main lanes and utility relocations continue. (No City of Schertz utilities need to be relocated for this project.) Construction activity at the intersection of FM 1518 and IH-10 continues to be heavy at this time. When construction is complete, that intersection will be fully signalized. Ramp and lane closures take place as necessary and occasionally include full closure of the main lanes for work such as bridge construction or demolition. The westbound frontage road bridge over Cibolo Creek is open. Construction of the Trainer Hale Road overpass is progressing.

Studies and Plans:

1. Water and Wastewater Master Plan Update and Impact Fee Study

- Project Status: Study
- Consultant: Lockwood, Andrews, and Newnam, Inc.
- Project Start Date: December 2019
- Project Completion Date: TBD 2023
- Total Project Cost: \$467,280 (NTE \$500,000)
- Project Update: Consultant is currently finalizing future water and wastewater demands for the system models. That will lead to the identification of needed improvements for development of the Capital Improvement Plan for the Impact Fee update. A meeting to review the outcome of identification of those improvements needed for each planning period (2030 and 2050) with staff is pending.

2. Stormwater Control Inventory and City Operations Assessment

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

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

- Project Status: Study
- Consultant: Utility Engineering Group, PLLC
- Project Start Date: July 2020
- Project Completion Date: Summer 2022
- Total Project Cost: \$35,000
- Project Update: No change from last project update. Consultant and City staff have visited City sites for information collection. Consultant has submitted a final draft from the compiled information and Inventory Assessment is under review by staff.

3. PCI Data Collection Study

- Project Status: Nearly fully complete
- Consultant: Fugro, Inc.
- Project Cost: \$123,200
- Project Update: Field data collection and initial data verification have been completed. Staff received a summary report, PAVER software file, and sign data from the

consultant. Staff identified some discrepancies in the PCI summary report and has held a meeting with the consultant to discuss them. The consultant is re-reviewing the data collected on some streets and tweaking their analysis results accordingly. When this effort is completed, we will receive a revised PAVER software file and summary report.

Planning and Community Development Projects:

1. Comprehensive Land Use Plan Update

Staff is bringing the contract for the consultant to perform the update to Council for approval at the December 6, 2022, meeting.

Information Technologies Projects

1. Master Communications Plan Citywide Network Upgrade

Contractor has begun installing point-to-point radios on City water towers as of the week of Oct 31st. More than half the towers now have equipment mounted. Change orders covering scope changes have been approved. IT and Public Works are working together to ensure that power and location specifications are being met. Supply chain issues continue to affect final deployment with some equipment not due until January 2023 or later. Final completion is expected to be mid to late spring 2023.

2. Council Chambers AV Upgrade

Contractor has advised that equipment deliveries are ahead of schedule and will be ready to begin work on December 15th, 2022. The project schedule calls for an 8-week time frame for completion. Council meetings during that time frame will be relocated. Minor alterations to the project to accommodate the use of the facility by Court were approved by Council.

Utility Billing Projects

1. Utility Bill Text Messaging Service

Service has been set up by Tyler Technologies. Currently staff is updating each account to enable the service. So far, 6,000 accounts have been set up for the service out of 12,000. Testing is expected early December with full service beginning by the end of December. Announcement of the new service will be done in coordination with the completed testing and include website, social media, and email notifications.