



**MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
February 20, 2024**

**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, FEBRUARY 20, 2024 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 Brown)**

Presentations

Presentation of the Code Enforcement Association of Texas – The Wes Castolenia Community Service Award to the City of Schertz Neighborhood Services. (B.James/L.Wood)

Proclamations

Engineers Week February 18-24, 2024

George Washington Day - February 22, 2024

Government Communicators Day - February 24, 2024

National Employee Appreciation Day - March 1, 2024

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 regular meeting minutes of February 6, 2024. (S.Edmondson/S.Courney)
2. **Appointment/Reappointment For Boards/Commissions/Committees** (S.Edmondson)
 - Resignation of Dr. Miguel Vazquez from the Schertz Historical Preservation Committee
3. **Resolution 24-R-20** - Authorizing the City Manager to issue a purchase order for the purchase of a Fire Department vehicle as part of the 2023-2024 Vehicle/Equipment Replacement/Acquisition program. (B.James/D. Hardin-Trussell/C.Hernandez)
4. **Resolution 24-R-21** - Authorizing the City Manager to issue a purchase order for the purchase of multiple Police Department Vehicles(s) as part of the 2024-2025 Vehicle/Equipment Replacement/Acquisition program. (B.James/D.Hardin-Trussell/C.Hernandez)
5. **Resolution 24-R-16** - Authorizing the application for the Guadalupe Valley Electric Cooperative (GVEC) Power Up Grant (S.Williams/G.Rodgers)
6. **Resolution 24-R-17** - Authorizing an application to the State Homeland Security Grant Program (SHSP) (S.Williams/G.Rodgers)
7. **Resolution 24-R-15** - Authorizing an application to the Lower Colorado River Authority (LCRA) Community Development Partnership Program (CDPP) Grant. (S.Williams/G.Rodgers)
8. **Resolution 24-R-22** - Authorizing a Memo of Understanding between JBSA and the Schertz PD for law enforcement response assistance and information sharing for The Great Texas Airshow (USAF Thunderbirds). (S.Williams/J.Lowery)
9. **Resolution 24-R-18** - Authorizing a grant application for Bullet-Resistant Shields to be purchased to enhance law enforcement's all-hazard response capabilities. (S.Williams/J.Lowery/K.Kallies)

10. **Resolution 24-R-10** - Authorizing a Subdivision Improvement Agreement and Roadway Impact Fee Credit Agreement with Embry. (S.Williams/B.James)
11. **Resolution 24-R-14** - Authorizing a Pole Attachment License Agreement with Guadalupe Valley Electric Cooperative, Inc. (GVEC). (S.Williams/B.James)
12. **Resolution 24-R-13** - Authorizing a Memorandum of Understanding with the City of Cibolo and the Cibolo Creek Municipal Authority regarding the Southern Plant Wastewater Services and Funding Agreement. (S.Williams/B.James)

Discussion and Action Items

13. **Resolution 24-R-12** - Authorizing the City Manager to submit an Energy Efficiency and Conservation Block Grant application, and accept grant funds from the awarding agency to improve the energy efficiency for low to moderate-income single-family residents. (B.James/L.Wood/R.Vera/L.Locken)
14. **Ordinance 24-S-01** - Approving amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC) to Article 5 - Zoning Districts, Article 9 - Site Design Standards, and Article 14 - Transportation. **Final Reading** (B.James/L.Wood/S.Haas)
15. **Ordinance 24-S-02** - Approving a Specific Use Permit to allow Automobile Repairs & Service, Major on approximately 1.5 acres of land, located 250 feet east of the intersection of FM 3009 and Borgfeld Road, also known as Guadalupe County Property Identification Number 129949, also known as 1205 Borgfeld Road, City of Schertz, Guadalupe County, Texas. **Final Reading** (B.James/L.Wood/E.Delgado)
16. **Resolution 24-R-24** - Authorizing the Main Street Improvements Project. (B.James/K.Woodlee/J.Nowak)
17. Authorizing the Mayor to sign a resolution from the Northeast Partnership Mayors (NEP) expressing the concerns regarding the public health, safety, and welfare of 185,000 citizens living in the Northeast San Antonio Metrocom related to the proposed expansion of the Heidelberg Sertex Rock Crushing Quarry. (S.Williams/B.James)

Public Hearings

18. **Ordinance 24-H-03** - Conduct a public hearing and consider amendments to the Code of Ordinances, Chapter 34 Health, Article I - General and Article II - Food Establishments. **First Reading** (B.James/L.Wood/A.Cantu)
19. **Resolution 24-R-07** - Conduct a public hearing and consider a resolution accepting a petition for voluntary annexation of approximately 7-acres, a portion of Bexar County Property Identification Number 339286, also known as 8215 Trainer Hale Road, City of Schertz, Bexar County, Texas. (B.James/L.Wood/D.Marquez)

Workshop

20. **Schertz PD TCOLE 2023 Racial Profiling Report** (S.Williams/J.Lowery)

Closed Session

21. The City Council will meet in closed session under Section 551.074 of the Texas Government Code, Personnel Matters, to discuss the process of the annual evaluation of the City Manager, Mr. Steve Williams.
22. The City Council will meet in closed session under Section 551.074 of the Texas Government Code, Personnel Matters, to discuss the process of the annual evaluation of the City Secretary, Ms. Sheila Edmondson.

Reconvene into Regular Session

23. Take any action based on discussion held in Closed Session under Agenda Item #21.
24. Take any action based on discussion held in Closed Session under Agenda Item #22.

Information available in City Council Packets - NO DISCUSSION TO OCCUR

25. **Monthly Update** - Major Projects In Progress/CIP (B.James/K.Woodlee)
26. **Council Pay Adjustment** (S.Gonzalez/J.Walters)

Requests and Announcements

- 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
- City and Community Events attended and to be attended (Council)

Adjournment

CERTIFICATION

I, SHEILA EDMONDSON, 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 15th DAY OF FEBRUARY 2024 AT 7:15 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 _____, 2024.
TITLE: _____

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

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

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

COUNCIL COMMITTEE AND LIAISON ASSIGNMENTS

<p>Mayor Gutierrez Member Audit Committee Investment Advisory Committee Main Street Committee</p> <p>Liaison Board of Adjustments Senior Center Advisory Board - Alternate</p>	<p>Councilmember Davis – Place 1 Member Interview Committee Main Street, Chair TIRZ II Board</p> <p>Liaison Parks and Recreation Advisory Board Schertz Housing Authority Transportation Safety Advisory Board</p>
<p>Councilmember Watson – Place 2 Member Audit Committee Investment Advisory Committee Interview Committee - Alternate</p> <p>Liaison Library Advisory Board Senior Center Advisory Board Cibolo Valley Local Government Corporation (CVLGC) – Alternate</p>	<p>Councilmember Macaluso – Place 3 Member Interview Committee Animal Advisory Board - Alternate</p> <p>Liaison Hal Baldwin Scholarship Committee TIRZ II Board</p>
<p>Councilmember Gibson – Place 4 Member Interview Committee</p> <p>Liaison Investment Advisory Committee Hal Baldwin Scholarship Committee Schertz Historical Preservation Society</p>	<p>Councilmember Westbrook – Place 5 Member Schertz-Seguin Local Government Corporation (SSLGC) - Alternate</p> <p>Liaison Cibolo Valley Local Government Corporation (CVLGC) – Alternate Planning and Zoning Commission Schertz Historical Preservation Society</p>
<p>Councilmember Heyward – Place 6 Member Animal Advisory Board Audit Committee Building and Standards Commission Interview Committee - Chair Investment Advisory Committee Main Street Committee</p> <p>Liaison Economic Development Corporation – Alternate Senior Center Advisory Board</p>	<p>Councilmember Brown – Place 7 Member Schertz-Seguin Local Government Corporation (SSLGC) Main Street Committee</p> <p>Liaison Economic Development Corporation</p>

CITY COUNCIL MEMORANDUM

City Council Meeting: February 20, 2024
Department: Planning & Community Development
Subject: Presentation of the Code Enforcement Association of Texas – The Wes Castolenia Community Service Award to the City of Schertz Neighborhood Services.
(B.James/L.Wood)

BACKGROUND

Schertz Neighborhood Services was presented the Wes Castolenia Community Service Award from the Code Enforcement Association of Texas which recognizes collaborative community projects that make a positive impact.

An excerpt from the submission:

The City of Schertz hosted the inaugural Give Where You Live - Clean the Creek event on February 25, 2023 in the Cibolo Creek watershed. The Neighborhood Services team took the lead in organizing the community creek clean up by working with a variety of internal City departments and creating a public awareness campaign to recruit support from volunteers and service organizations.

With just over 100 community volunteers, alongside city departments including boots on the ground teams from Public Works and Parks and Recreation as well as additional support from our community partners including Bexar County Commissioner Precinct 4 Tommy Calvert's office, Bexar County Environmental Services, Bexar County Sheriff SCORE unit, Cibolo Creek Municipal Authority, Republic Services and San Antonio River Authority to clean up debris in the creek. Together the team worked for 2 days removing approximately 31,000 pounds of trash, debris and discarded materials from the Cibolo Creek watershed. The impact of the clean-up was evident immediately with the reappearance of green space.

Neighborhood Services would like to invite volunteers to join in the 2nd Annual Give Where You Live – Clean the Creek Event on February 24, 2024 from 8:30 am to 11:30 am.

Attachments

CEAT Service Award

An aerial photograph of a suburban neighborhood at sunset. The scene is bathed in a warm, golden light. In the center, a tall water tower stands out against the sky. The surrounding area is filled with houses, streets, and some greenery. The overall mood is peaceful and community-oriented.

CEAT – THE WES CASTOLENIA COMMUNITY SERVICE AWARD

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

Give Where You Live – Clean the Creek 2023



Give Where You Live – Clean the Creek 2023



Give Where You Live – Clean the Creek 2023



Give Where You Live – Clean the Creek 2024

Meeting Location: Cut off Park

February 24, 2024

8:30 am – 11:30 am

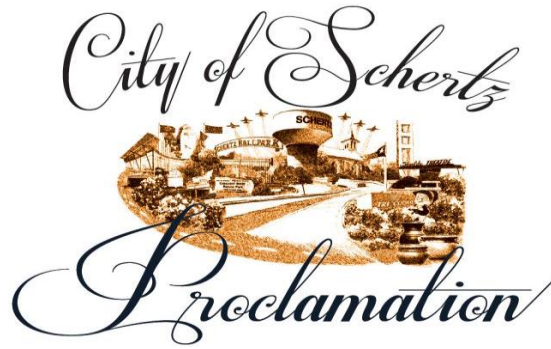
Agenda No.

CITY COUNCIL MEMORANDUM

City Council Meeting: February 20, 2024
Department: City Secretary
Subject: Engineers Week February 18-24, 2024

Attachments

Engineering Week 2024



NATIONAL ENGINEER'S APPRECIATION WEEK

FEBRUARY 18TH to FEBRUARY 24TH, 2024

WHEREAS, Engineers use their scientific and technical knowledge and skills in creative and innovative ways to fulfill society's needs; and,

WHEREAS, Engineers face the major technological challenges of our time – from rebuilding towns devastated by natural disaster, cleaning up the environment, and assuring safe, clean, and efficient sources of energy, to designing information systems that will speed our country into the future; and,

WHEREAS, Engineers are encouraging our young math and science students to realize the practical power of their knowledge; and,

WHEREAS, we will look more than ever to engineers and their knowledge and skills to meet the challenges of the twenty-first century:

NOW, THEREFORE, I, Ralph Gutierrez, Mayor of the Schertz, Texas
do hereby recognize hereby proclaim,

February 18th to February 24th, 2024, as NATIONAL ENGINEERS WEEK

I encourage all residents of the City of Schertz to recognize and honor the
commitment, dedication, and hard work
our Engineering Staff provides our citizens of our great city.

IN TESTIMONY WHEREOF, I
have signed my name officially
and caused the Seal of the City of
Schertz to be affixed on this the
20th of February 2024.

Ralph Gutierrez, Mayor

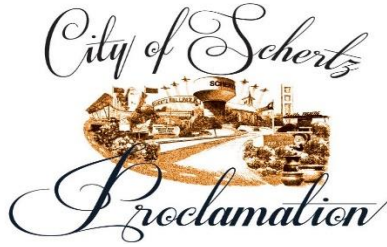
Agenda No.

CITY COUNCIL MEMORANDUM

City Council Meeting: February 20, 2024
Department: City Secretary
Subject: George Washington Day - February 22, 2024

Attachments

George Washington Day 2024



PRESIDENT GEORGE WASHINGTON DAY

February 22, 2024

WHEREAS, the United States of America was established following the War of Revolution from 1776 to 1783, a war won through the brilliant and courageous leadership of George Washington, revered Father of our Nation; and

WHEREAS, George Washington, who lived from 1732 to 1799, mobilized the Continental Army and led the American colonies against the most powerful country in the world, finally defeating the British at the famous battle of Yorktown, Virginia; and

WHEREAS, this revered founder of our nation resisted the efforts of many supporters to make him a king or dictator, instead using his influence and power to support the creation and adoption of the Constitution of the United States; and

WHEREAS, George Washington was elected as the first President of the United States, serving two terms of office from 1789 to 1797, and through his devotion, wisdom, and vision, became the exemplar of distinguished leadership for all future presidents; and

WHEREAS, the William Hightower Chapter of the Sons of the American Revolution (and the local DAR chapter if a co-sponsor) wishes (or wish) to encourage all citizens to recognize the epochal contributions of George Washington to our nation by celebrating his birth on Thursday, February 22, 2024.

NOW THEREFORE I, Ralph Gutierrez, by virtue of the authority vested in me as mayor of City of Schertz do hereby proclaim February 22, 2024, as

PRESIDENT GEORGE WASHINGTON DAY

And call upon all citizens to recognize and honor the brilliance, courage, and vision of the Father of our Nation and the relevance of his life to the preservation of our democracy in today's complex world.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City Schertz Texas, this 20th day of February 2024.

Ralph Gutierrez, Mayor

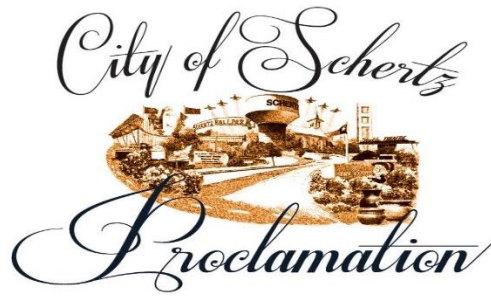
Agenda No.

CITY COUNCIL MEMORANDUM

City Council Meeting: February 20, 2024
Department: City Secretary
Subject: Government Communicators Day - February 24, 2024

Attachments

Government Communicator's Day 2024



GOVERNMENT COMMUNICATORS DAY

FEBRUARY 24, 2024

WHEREAS, the role of government communications professions is to inform, educate and engage their communities; and

WHEREAS, robust communication in government creates trust and inspires residents to take action and be involved; and

WHEREAS, government communications create relationships and calls to action, build awareness and understanding through storytelling, engage and foster engagement on civic issues and use all channels to include people in critical decisions; and

WHEREAS, it is essential to have strong communications in government because it is a foundational element of living in a democracy where citizens have the freedom to make their voice heard; and

WHEREAS, the [City/County] is proud and has deep gratitude and recognition for government communicators' professionalism, dedication, hard work, commitment, enthusiasm, and sacrifice;

NOW, THEREFORE, I, Ralph Gutierrez, Mayor of the City of Schertz do hereby proclaim **February 24, 2024 as GOVERNMENT COMMUNICATORS DAY** in Schertz, Texas and encourage all residents to thank the members of the Public Affairs Department who have dedicated their careers to ensure the City of Schertz has effective, impactful, and successful communication strategies that resonate and are relevant.

IN TESTIMONY WHEREOF,
I have signed my name officially
and caused the Seal of City of
Schertz to be affixed on this the
20th day of February 2024.

Ralph Gutierrez, Mayor

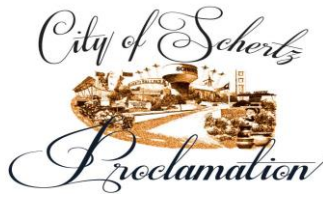
Agenda No.

CITY COUNCIL MEMORANDUM

City Council Meeting: February 20, 2024
Department: City Secretary
Subject: National Employee Appreciation Day - March 1, 2024

Attachments

National Employee Appreciation 2024



National Employee Appreciation Day

March 1st, 2024

WHEREAS, City of Schertz employees are dedicated public servants who perform their jobs with professionalism, compassion, and pride; and

WHEREAS, City of Schertz currently has 426 employees who are responsible for protecting public safety and health, caring for the less fortunate, enforcing laws, safeguarding the environment, building, and maintaining roads, promoting economic growth, licensing professionals and businesses, preserving our historical and cultural resources; and

WHEREAS, there are thousands of Schertz Residents who benefit from the services provided each day by the City of Schertz employees; and

WHEREAS, City of Schertz employees support the State of Texas Government by serving as responsible stewards of taxpayer funds and joining in efforts to improve operations and enhance service delivery throughout state agencies; and

WHEREAS, many City of Schertz employees support the well-being of their communities through acts of volunteerism and charity, including supporting the many worthwhile organizations that support the residents of the City of Schertz; and

WHEREAS, the City of Schertz has a Staff Appreciation Committee whose primary focus is to oversee an Employee Appreciation Event every month. Events include but not limited to Cornhole-Cookout Tournaments, Waffle Breakfast, Fiesta Lunch and celebrating the Thanksgiving and Christmas Holidays; and

WHEREAS, the City of Schertz also recognizes every department's National Recognition Day/Week/Month with a proclamation.

NOW, THEREFORE I, Ralph Gutierrez, Mayor of Schertz, Texas do hereby recognize March 1st, 2024 as NATIONAL EMPLOYEE APPRECIATION DAY.

I encourage all citizens of the City of Schertz to recognize and honor the commitment and dedication that our employees provide our great community.

IN TESTIMONY WHEREOF, I have signed my name officially and caused the Seal of City of Schertz to be affixed on this the 20th day of February 2024.

Ralph Gutierrez, Mayor

CITY COUNCIL MEMORANDUM

City Council Meeting: February 20, 2024
Department: City Secretary
Subject: Minutes - Consideration and/or action regarding the approval of the regular meeting minutes of February 6, 2024. (S.Edmondson/S.Courney)

Attachments

Draft minutes 02-06-2024

DRAFT

MINUTES REGULAR MEETING February 6, 2024

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on February 6, 2024, 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 Paul Macaluso; Councilmember Mark Davis; Councilmember Michelle Watson; Councilmember Tiffany Gibson; Councilmember Robert Westbrook; Councilmember Tim Brown

Absent: Councilmember Allison Heyward

Staff present: City Manager Steve Williams; City Attorney Daniel Santee; Deputy City Manager Brian James; Assistant City Manager Sarah Gonzalez; Deputy City Secretary Sheree Courney

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 Heyward)

Mayor Gutierrez provided the opening prayer and led the Pledges of Allegiance to the Flags of the United States and State of Texas.

Discussion and Action Items

Appointment of Mayor Pro-Tem - Discussion, consideration, and/or action regarding the confirmation, appointment, or election of the Mayor Pro-Tem. (Mayor/Council)

Mayor Gutierrez explained the responsibilities, term, and process for election of the Mayor Pro-Tem. He thanked Councilmember Michelle Watson for serving in this role from August 2023 through February 2024. In accordance with City Council procedures, the next Councilmember to serve is Paul Macaluso. Mayor Gutierrez opened the floor for discussion. No discussion occurred.

Mayor Gutierrez asked for a motion to approve Councilmember Paul Macaluso as next Mayor Pro-Tem.

Moved by Councilmember Michelle Watson, seconded by Councilmember Tiffany Gibson

AYE: Mayor Pro-Tem Paul Macaluso, Councilmember Mark Davis,
Councilmember Michelle Watson, Councilmember Tiffany Gibson,
Councilmember Robert Westbrook, Councilmember Tim Brown

Passed

Deputy City Secretary Sheree Courney administered the Oath of Office to Mayor Pro-Tem Macaluso.

Proclamations

● San Antonio Stock and Rodeo 2024

Mayor Gutierrez presented the San Antonio Stock Show and Rodeo 2024 proclamation to the San Antonio Stock Show and Rodeo Ambassador Committee. Ms. Barbara Hall spoke on behalf of the committee thanking the Mayor for recognizing the 75th year of the San Antonio Stock Show and Rodeo. She stated that the ambassadors participated in 21 parades promoting the stock show scholarship program and attended 4-H and FFA events throughout the year. \$12.2 million was set aside for scholarships and 220 students in Guadalupe County were recipients. For more information, visit their website at SARodeo.com.

● United Kindness Day-February 16, 2024-First United Bank

Mayor Gutierrez presented the United Kindness Day - February 16, 2024, to representatives of First United Bank. First United Bank's goal and mission is to improve the communities where they are located. This initiative is one small way to do that, and they invite everyone to participate either by sharing a small token of appreciation or kindness, smiling at your neighbors as you leave your house, and/or helping someone in need at HEB as you're shopping. They are seeking to complete 350,000 acts of kindness in one day. Together we can make Schertz better one day at a time.

Employee Introductions

Mayor Gutierrez recognized City Department Heads who introduced new staff:

- Animal Services: Zachary Bottiglieri
- Police-Heather Davis-Crime Victim Liaison; Katherine Myers-Police Cadet; Nicole Sosa-Sterling-Police Cadet;
- Utility Billing-Amanda Lees-Utility Billing Specialist

Presentations

Awards/ recognition from the National Society of the Sons of the American Revolution (J.Lowery/W.Moravits)

- Officers
- EMS

Mayor Gutierrez recognized Chief Lowery who explained that the National Society of

the Sons of the American Revolution of the New Braunfels chapter (William Hightower Branch) recognizes those individuals in public service for acts of heroism and exemplary dedication to the community. He introduced Will Moravits, Secretary of the William Hightower Branch, to present the award. Mr. Moravits stated the organization is a patriotic, educational, historical society, who are active in the community. One of the things they do is seek out exemplary First Responders, firefighting, life-saving heroism, and law enforcement.

Mr. Moravits presented the following:

EMS Service Award to Amy Anderson for the creation and implementation of the yellow dot program;

Law Enforcement Commendation award to Joaquin Montez for being instrumental with his bilingual skills, the execution of his job, and his abilities on various calls for service;

Law Enforcement Commendation Medal to Mark Trevino for his exemplary work as a school resource officer and the leadership he has shown in that position; and

Life-saving Award to Justin Mitch Weston for his service and saving the life of a community member by going above and beyond.

Milestone Service Pin Presentation (S. Williams)

City Manager Steve Williams presented Fire Lieutenant Carl Schultze, a pin in honor and gratitude for his 20 years of dedicated service to the City of Schertz.

City Events and Announcements

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

Mayor Gutierrez recognized Deputy City Manager Brian James, who provided the following:

Standing announcements

Thursday, February 29 (meets weekly through May 2, 2024)

Citizens Police Academy

6:00 p.m. - 9:00 p.m.

Registration is currently open online at www.Schertz.com/cps. Applications are also available at the Schertz Police Department. Deadline to apply is Friday, February 23, 2024.

New announcements

Thursday, February 8

Annual Trail Rider Lunch

Pickrell Park

11:30 a.m.

Saturday, February 10

Nature Discovery Series - Discover Soils

Crescent Bend Nature Park

9:30 a.m. - 11:00 a.m.

Schertz PD Polar Bear Plunge
Pickrell Park
10:00 a.m. - 12:00 p.m.

Monday, February 19

Presidents' Day - City Offices Closed

Tuesday, February 20

Next Regular City Council Meeting
Council Chambers
6:00 p.m.

- Announcements and recognitions by the City Manager (S. Williams)
Mayor Gutierrez recognized City Manager Steve Williams, who provided the following:

Congratulations to Daisy Marquez for being accepted to the APATX Leadership Academy. The Leadership Academy is designed to create a dynamic network of future leaders committed to promoting the planning profession in Texas communities and includes seminars that focus on leadership development, communications, and public engagement training.

The Love Where You Live organization hosted a volunteer social celebration and presented a few awards. Lisa Locken was awarded Public Employee of the Year at the event. During the presentation of her award, kudos went out to her son, Jude Locken, for volunteering at every event as well. Kudos to Lisa and her son.

Congratulations to John Nowak, Engineer, for receiving a Lifetime membership with APWA (American Public Works Association). This membership is only given to those individuals that have been a member for 30 years. John is working to become a speaker at this year's annual conference. APWA is a great resource for the City and John is helping to get the name of Schertz noticed!

Ribbon cutting at the new shade structures at Cypress Point Park on Monday, January 29th. The San Antonio Council on Alcohol and Drug Awareness (SACADA) supplemented this project with a grant and funding for several members.

Father/Daughter Dance was held on February 3rd and had 324 participants. Mother/Son Dance was held on February 4th, and had 147 participants.

Congratulations to Schertz Police Department for winning first place with their Special Olympics Texas San Antonio fundraiser. As a community, they raised \$2,915. Cumulatively, all agencies raised \$8,434. The Polar Bear Plunge is this Saturday, and Mr. Williams will be participating.

- Announcements and recognitions by the Mayor (R. Gutierrez)
There is a workshop for Caregivers at the Schertz Senior Center on February 10, from 8:00 a.m. - 1:00 p.m. This is an opportunity for caregivers to learn about resources

available to them.

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 Pro-Tem Macaluso recognized the following residents:

Maggie Titterington, 1730 Schertz Parkway, who shared the following information for The Chamber:

- The Health and Home Show held on Saturday at the Civic Center was very successful. There were 71 booths and 430 attendees in 3 hours. Many thanks to Richard Dziewit and his team for their help with the traffic and parking.
- February 12 - Bee Organized Ribbon Cutting at the Kramer House at 10:00 a.m.
- February 15 - 2nd Annual Casino Night, 80s theme, at the Schertz Civic Center from 6:00 p.m. - 9:30 p.m. Tickets available at events@TheChamber.info
- February 20 - Monthly luncheon, "State of the Cities", Schertz Civic Center, 11:15 a.m.
- February 28 - Green Valley Dental Care Ribbon Cutting, 3860 FM 3009, at 4:00 p.m.

Denny Law, resident of Schertz, stated he is 95 years old and lives alone. He has a caregiver from a caregiver agency. On October 10, 2023, Mr. Law said his caregiver drove him to RBFCU to withdraw funds for an upcoming trip for medical treatment. Upon returning home, he and the caregiver had lunch. There was no one else present in the home. He put the money and the receipt on his bed with everything he needed to pack. As he neared the end of packing he discovered the envelope with the money and the receipt were gone. Mr. Law states that the caregiver agency claimed they did background checks, but his daughter discovered the caregiver assigned to him had two convictions for money theft in less than 15 minutes of searching online. He asked Council to take action to prevent unscrupulous agencies from placing unqualified caregivers into the homes of the elderly.

Maggie Titterington, 1730 Schertz Parkway, who shared the following information as the new Chair of the Schertz Historical Preservation Society. She thanked Councilmembers Gibson and Westbrook for selecting to serve as liaisons to their committee. They have a lot of ideas for the upcoming year and will be strategizing at their next meeting. The new meeting time will be the 4th Wednesday of each month in the Bob Andrews conference room from 6:00 p.m. - 7:00 p.m.

The first ceremony will be on February 23 at 10:00 a.m., where they will be dedicating a plaque to Samuel Clemens High School designating them as a historical building in Schertz.

Eric De La Garza, 4917 FM 3009, stated he is there to observe Council proceedings as a

participant of The Chamber Leadership Program and a member of the First United Bank. He expressed appreciation for proclaiming the United Acts of Kindness Day for the City.

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 regular meeting minutes for January 9, 2024, and January 16, 2024. (S.Edmondson/S.Courney)
2. **Appointment/Reappointment For Boards/Commissions/Committees** (S.Edmondson)
 - Mr. Patrick McMaster-Planning and Zoning Commission-Alternate to Regular Commission Member
 - Ms. Danielle Craig-Planning and Zoning Commission-Alternate 2-Alternate 1
 - Mr. Michael Dahle-TIRZ Committee
 - Ms. Jill Whittaker-TIRZ Committee
3. **Resolution 24-R-09** - Adopting the Investment Policy and Strategy (S.Gonzalez/J.Walters)
4. **Resolution 24-R-08** Authorizing the City Manager to issue a purchase order(s) for the purchase of various Police Department vehicles as part of the FY 2023-2024 Vehicle/Equipment Replacement/Acquisition program. (B.James/D. Hardin-Trussel/C.Hernandez)

Mayor Gutierrez asked for motion to approve Consent Agenda Items #1 - #4.

Moved by Councilmember Michelle Watson, seconded by Councilmember Tiffany Gibson

AYE: Mayor Pro-Tem Paul Macaluso, Councilmember Mark Davis,
Councilmember Michelle Watson, Councilmember Tiffany Gibson,
Councilmember Robert Westbrook, Councilmember Tim Brown

Passed

Discussion and Action Items

Public Hearings

5. **Ordinance 24-S-01** - Conduct a public hearing and consider amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC) to Article 5 - Zoning Districts, Article 9 - Site Design Standards, and Article 14 - Transportation.
First Reading (B.James/L.Wood/S.Haas)

Mayor Gutierrez recognized Sr. Planner Samuel Haas provided a briefing outlining the ten proposed amendments to the UDC. The purpose of these amendments is to clean up the UDC and to address the Main Street Committee's desire to increase flexibility. Development on Main Street has been slow. With regard to clean up, there are a number of districts listed in the UDC that do not or no longer exist in the City and changes made to the parking standards weren't updated in Article 5. With regard to Main Street, there is a need to address inconsistencies in the zoning districts between parcels of property; aligning the dimensional and design requirements listed in Table 21.5.7.A consistent with what is already there.

The Planning and Zoning Commission recommended approval with a 6-0 vote at their January 10, 2024 meeting.

Mayor Gutierrez opened the Public Hearing at 7:07 p.m.

Judy Goldick, 807 Main Street, stated this ordinance directly affects her family. They recently purchased a commercial mixed use lot on Main Street and hopes to combine their businesses. These amendments will help them bring more business to Main Street and allow them to build something new and exciting there. She asked that Council approve the ordinance.

Mayor Gutierrez closed the Public Hearing at 7:08 p.m. and opened the floor to Council for discussion.

Mayor Gutierrez recognized Mayor Pro-Tem Macaluso asked if there had been any consideration to the privacy of individual homeowners regarding reducing the buffer between residences and businesses. Mr. Haas responded that it is in the UDC and makes sense for other parts of Schertz, but it doesn't fit the vision given for Main Street.

Councilmember Brown thanked staff for bringing greater consistency in the UDC codes and for understanding that Main Street isn't like a lot and block kind of neighborhood, the properties vary greatly in size. He appreciates the effort staff has put into updating the UDC.

Moved by Councilmember Tim Brown, seconded by Councilmember Mark Davis

AYE: Mayor Pro-Tem Paul Macaluso, Councilmember Mark Davis,
Councilmember Michelle Watson, Councilmember Tiffany Gibson,
Councilmember Robert Westbrook, Councilmember Tim Brown

Passed

6. **Ordinance 24-S-02** - Conduct a public hearing and consider a request for a Specific Use Permit to allow Automobile Repairs & Service, Major on approximately 1.5 acres of land, located 250 feet east of the intersection of FM 3009 and Borgfeld Road, also known as Guadalupe County Property Identification Number 129949, also known as 1205 Borgfeld Road, City of Schertz, Guadalupe County, Texas. **First Reading** (B. James/L. Wood/E. Delgado)

Mayor Gutierrez recognized Planning Manager Emily Delgado who provided the location of the subject property and stated it is currently zoned General Business District (GB) and is developed as an Automobile Repair & Service, Major Business, specifically Classic Collision. They do not have a previously approved SUP, so the land use itself is considered non-conforming. 22 Public Hearing Notices were mailed on January 19, 2024. No responses were received. Also on January 19th the Public Hearing Notice was published in the San Antonio Express News. Applicant is requesting a Specific Use Permit (SUP) to allow Automobile Repairs & Service, Major on approximately 1.5 acres to the land use no longer non-conforming.

Staff recommends approval of the Specific Use Permit to allow Automobile Repairs & Service, Major conditioned on the following:

- Prior to a new Certificate of Occupancy being issued, the site will need to be brought into full compliance with the UDC site design requirements including but not limited to paved concrete or asphalt surface for all parking areas.

The Planning and Zoning Commission conducted a Public Hearing on January 31, 2024, in which they made a recommendation for approval conditioned upon the same requirement.

Mayor Gutierrez opened the Public Hearing at 7:19 p.m.
No public came forward to address Council.

Mayor Gutierrez closed the Public Hearing at 7:19 p.m. and opened the floor to Council for discussion.

Mayor Gutierrez recognized Councilmember Davis who asked if the approval of the SUP would affect the ability of Classic Collision to continuing operating as they currently do without paving the parking surfaces. Ms. Delgado explained that they are two separate issues. The approval of the SUP does not alter their existing Certificate of Occupancy. They are not required to get a new Certificate of Occupancy unless they change ownership, want to change their name, or any other action that would typically trigger the requirement of a new CofO. The SUP is specifically for the land use, Automobile Repair and Service, Major, so the other items on site that are non-conforming do not get authorized with the approval of the SUP for the land use. The other non-conforming items on site would be subject to code enforcement processes.

Mayor Gutierrez asked for a motion to approve Ordinance 24-S-02.

Moved by Councilmember Michelle Watson, seconded by Mayor Pro-Tem Paul Macaluso

AYE: Mayor Pro-Tem Paul Macaluso, Councilmember Mark Davis,
Councilmember Michelle Watson, Councilmember Tiffany Gibson,
Councilmember Robert Westbrook, Councilmember Tim Brown

Passed

Information available in City Council Packets - NO DISCUSSION TO OCCUR

7. Plan to demolish/remove unoccupied City buildings.
8. October and November 2023 Financial Statements (S.Gonzalez/J.Walters)

Requests and Announcements

- Requests by Mayor and Councilmembers for updates or information from Staff
No requests were made by the Mayor or Councilmembers for updates or information from Staff.
- Requests by Mayor and Councilmembers that items or presentations be placed on a future City Council agenda
Councilmember Gibson requested an executive session to discuss the City Manager and City Secretary positions and the matrix for PD. Mayor Gutierrez stated that there is an executive session scheduled to discuss the City Manager's evaluation but not the City Secretary. He will consult with the City Manager to have that placed on there, too.
- City and Community Events attended and to be attended (Council)
Mayor Pro-Tem Macaluso attended Superintendent Ealy's retirement from SCUCISD on January 31, and the Cardiology Clinic of San Antonio Ribbon Cutting on February 1.

Councilmember Davis attended the Strategic Planning Retreat and the TSAC meeting.

Councilmember Watson attended the Cardiology Clinic of San Antonio Ribbon Cutting and the Council Retreat.

Councilmember Gibson attended TML Newly Elected Officials Workshop, Cardiology Clinic of San Antonio Ribbon Cutting, and City Retreat.

Councilmember Westbrook attended the Cardiology Clinic of San Antonio Ribbon Cutting, Historic Preservation Committee meeting, and the Strategic Planning Retreat. He also participated as a judge for the BBQ competition in New Berlin.

Councilmember Brown attended the Strategic Planning Retreat and offered kudos to Mr. Williams and the staff for the great job. He invited everyone to attend the Schertz PD Polar Plunge on Saturday.

Mayor Gutierrez also thanked the staff for a job well-done at the Strategic Planning Retreat.

Adjournment

Mayor Gutierrez adjourned the meeting at 7:27 p.m.

ATTEST:

Ralph Gutierrez, Mayor

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: February 20, 2024
Department: Facility & Fleet
Subject: Resolution 24-R-20 - Authorizing the City Manager to issue a purchase order for the purchase of a Fire Department vehicle as part of the 2023-2024 Vehicle/Equipment Replacement/Acquisition program. (B.James/D. Hardin-Trussell/C.Hernandez)

BACKGROUND

Within each fiscal budget year, the Fleet Department requests to purchase vehicles/equipment to add to or replace aging vehicles to maintain a good working fleet of City-owned vehicles/equipment for the 2023-2024 budget year and in accordance with the Vehicle Replacement Plan previously approved by City Council. The request is to authorize the purchase of a Ford Super Duty F250 for use by the Fire Department. The cost to purchase the vehicle from Rockdale Country Ford is \$59,000. The purchase is being made from a buyboard vendor, but the Fleet Department did seek pricing from multiple vendors so as to purchase it at the lowest price.

GOAL

To authorize the City Manager to execute the purchase order for the purchase of a Ford Super Duty F250 for use by the Fire Department as listed in the Vehicle/Equipment Acquisition/Replacement program.

COMMUNITY BENEFIT

Having a current and operational Fleet will provide all departments with the necessary vehicles and equipment to perform their assigned duties within the City of Schertz and reduce the maintenance cost of an aging fleet.

SUMMARY OF RECOMMENDED ACTION

Approval of this resolution to allow the purchase of the Ford Super Duty F250 for the Fire Department.

FISCAL IMPACT

The purchase of the vehicle and equipment will be funded through the city's general fund. The cost to purchase the vehicle is \$59,000.00. The funds for the purchase were approved in the FY 2023-2024 budget.

RECOMMENDATION

Staff recommends approval of Resolution 24-R-20.

Attachments

Resolution 24-R-20 with attachment

RESOLUTION 24-R-20

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EXPENDITURES ASSOICATED WITH THE FY 2023-2024 VEHICLE/EQIDPMENT REPLACEMENT/ACQUISITIONPROGRAM

WHEREAS, the Schertz Fleet Department has a need to purchase a Fire Department vehicle(s), as part of the Vehicle/Equipment Replacement/Acquisition Program; and

WHEREAS, the Schertz Fleet Department has done due diligence in researching what vehicle best fits the needs of the departments, to obtain the best pricing/availability, and to provide the best quality of vehicles/equipment; and

WHEREAS, the City of Schertz has chosen various Group Purchasing Cooperative Vendors, for the purchase the vehicles; and

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

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

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

Section 1. The City Council hereby authorizes expenditures with Rockdale Country Ford for FIFTY-NINE THOUSAND DOLLARS (\$59,000.00) with an amount not to exceed FIFTY-NINE THOUSAND DOLLARS (\$59,000.00) for the 2023-2024 Fiscal Year

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

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

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

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

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

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

PASSED AND ADOPTED, this ___ day of _____, 2024.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

EXHIBIT “A”
Vehicle Price

Rockdale Country Ford	Qty	Price	Total	Department	Co-Op
2024 Ford Super Duty F250	1	\$59,000.00	\$59,000.00	Fire	Buyboard 724-23

CITY COUNCIL MEMORANDUM

City Council Meeting: February 20, 2024
Department: Facility & Fleet
Subject: Resolution 24-R-21 - Authorizing the City Manager to issue a purchase order for the purchase of multiple Police Department Vehicles(s) as part of the 2024-2025 Vehicle/Equipment Replacement/Acquisition program.
(B.James/D.Hardin-Trussell/C.Hernandez)

BACKGROUND

Within each fiscal budget year, the Fleet Department requests to purchase vehicles/equipment to add to or replace aging vehicles to maintain a good working fleet of City-owned vehicles/equipment. Given the high demand for vehicles in light of the production issues being experienced in the auto industry as well as other areas, the Fleet department has challenges in procuring all of the needed vehicles. In order to avoid significant delays, the Fleet Department will try to get as early a start as possible. At times, the type of vehicle must be adjusted. At the last Council meeting on February 6, 2024 Council approved Resolution 24-R-08 authorizing the purchase of 14 Ford Explorers as part of the FY 2023-24 budget. Half of those were not white Ford Explorers that are the first choice of vehicle. So to try to have a better chance of getting the vehicles the City wants for next year, we are pre-ordering the 8 vehicles needed for next fiscal year.

The vehicles will be purchased from Silsbee Ford via group purchasing cooperatives. Each group purchasing cooperative contract was competitively bid by the awarding entity. In addition to that level of competition, City staff also obtained multiple contract quotes to ensure the overall best value for the City was obtained.

GOAL

To authorize the City Manager to execute the purchase orders for the purchase of the vehicle(s) listed in the Vehicle/Equipment Acquisition/Replacement program.

COMMUNITY BENEFIT

Having a current and operational Fleet will provide all departments with the necessary vehicles and equipment to perform their assigned duties within the City of Schertz and reduce the maintenance cost of an aging fleet.

SUMMARY OF RECOMMENDED ACTION

Approval of this resolution will allow the purchase of the vehicles/equipment listed in the vehicle replacement program.

FISCAL IMPACT

The purchase of the vehicles and equipment will be funded through the city's general fund. The fiscal impact of this project will be approximately \$432,000.00. These funds have not yet been approved, but we are asking the Council to approve these purchases in order to receive the following vehicles in a timely manner. It is not clear if the vehicles will come in this fiscal year or next fiscal year.

RECOMMENDATION

Staff recommends approval of Resolution 24-R-21.

Attachments

Resolution 24-R-21 with attachment

RESOLUTION 24-R-21

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EXPENDITURES ASSOICATED WITH THE FY 2024-2025 VEHICLE EQUIPMENT REPLACEMENT ACQUISITION PROGRAM

WHEREAS, the Schertz Fleet Department has a need to purchase multiple Police Department vehicle(s), as part of the Vehicle/Equipment Replacement/Acquisition Program; and

WHEREAS, the Schertz Fleet Department has done due diligence in researching what vehicle best fits the needs of the departments, to obtain the best pricing/availability, and to provide the best quality of vehicles/equipment; and

WHEREAS, the City of Schertz has chosen various Group Purchasing Cooperative Vendors, for the purchase the vehicles; and

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

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

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

Section 1. The City Council hereby authorizes expenditures with Silsbee Ford for FOUR.-HUNDRED THIRTY-TWO THIOUSAND DOLLARS (\$432,000.00) with an amount not to exceed FOUR-HUNDRED THIRTY-TWO THOUSAND DOLLARS (\$432,000.00) for the 2023-2024 Fiscal Year

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

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

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

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

valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

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

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

PASSED AND ADOPTED, this____day of_____2024.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

EXHIBIT “A”

Police Vehicle Purchase for FY 2024-25

Silsbee Ford				Qty	Price	Total	Department	Co-Op
2025	Ford Explorer	Police	Interceptors	8	\$54,000.00	\$432,000.00	Police Dept.	TIPS USA 210907

CITY COUNCIL MEMORANDUM

City Council Meeting: February 20, 2024
Department: Fire Department
Subject: Resolution 24-R-16 - Authorizing the application for the Guadalupe Valley Electric Cooperative (GVEC) Power Up Grant (S.Williams/G.Rodgers)

BACKGROUND

The mission of the Guadalupe Valley Electric Cooperative (GVEC) Power Up grant program is to accumulate funds from members participating in the Power Up Program and reinvest that money in our communities by providing funding assistance to local non-profit groups and civic organizations for community development and improvement projects. These funds will be used primarily for projects involving: education, youth programs, health care, community development, civic and community outreach, and public safety or service organizations.

GOAL

Purchase equipment related to the typing of a National Wildfire Coordination Group (NWCG) Type 7 Engine.

COMMUNITY BENEFIT

This project would immediately service of course the residents of Schertz and the 10 municipalities of the Northeast Partnership Political Region of over 225,000 people and the Guada-Coma Emergency Response Group service area adding over 75,000 more totaling over 300,000 people not including the transient worker population as it relates to a multi-discipline public safety response in an all-hazards environment.

SUMMARY OF RECOMMENDED ACTION

Approval to pursue the Guadalupe Valley Electric Cooperative (GVEC) Power Up grant program for the all-hazards capability enhancement described, provided acceptance of the grant and funding of the City's share (0%) of the cost of equipment shall not require further approval by the City Council.

RECOMMENDATION

Approval to pursue the Guadalupe Valley Electric Cooperative (GVEC) Power Up grant program for the all-hazards capability enhancement described, provided acceptance of the grant and funding of the City's share (0%) of the cost of equipment shall not require further approval by the City Council.

Attachments

Resolution 24-R-16 GVEC

RESOLUTION 24-R-16

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A GRANT APPLICATION TO GUADALUPE VALLEY ELECTRIC COOPERATIVE (GVEC) POWER UP GRANT FOR ASSISTANCE TO PURCHASE EQUIPMENT ENHANCING ALL-HAZARDS RESPONSE CAPABILITIES.

WHEREAS, the Guadalupe Valley Electric Cooperative (GVEC) Power Up Grant allows eligible entities to file grants to fund projects that address hazards, demonstrate the greatest community benefit including high Benefit Cost Analysis (BCA) and verifiable population directly served or benefiting from the proposed projects.

WHEREAS, the requesting agency will pay a 0% required grant match based on the actual cost of the purchase; and

WHEREAS, the City staff of the City of Schertz (the "City") has recommended that the City Council authorize the filing of a grant application with Guadalupe Valley Electric Cooperative (GVEC) relating to all-hazards capability enhancement for the City of Schertz; and

WHEREAS, the City Council has determined that it is in the best interest of the City to apply to Guadalupe Valley Electric Cooperative (GVEC) Power Up Grant to fund this all-hazards capability enhancement project.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver a grant application with Guadalupe Valley Electric Cooperative (GVEC) for the all-hazards capability enhancement described, provided acceptance of the grant and funding of the City's share of the cost of the equipment shall not require further approval by the City Council.

Section 2. The recitals contained in the preamble hereof found to be true, and such recitals are hereby made a part of this Resolution for all purposes and adopted as a part of the judgement 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 55}, Texas Government Code, as amended.

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

PASSED AND ADOPTED, this _____ day of _____ February 2024.

CITY OF SCHERTZ, TEXAS

Ralph, Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: February 20, 2024
Department: Fire Department
Subject: Resolution 24-R-17 - Authorizing an application to the State Homeland Security Grant Program (SHSP) (S.Williams/G.Rodgers)

BACKGROUND

The purpose of this grant program is to solicit applications for projects that support state and local efforts to prevent terrorism and targeted violence and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens. The Office of the Governor (OOG), Public Safety Office (PSO) provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving a secure and resilient state.

This funding supports state, tribal and local preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. All investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the Stakeholder Preparedness Review (SPR).

The State Homeland Security Program (SHSP) is intended to support investments that improve the ability of jurisdictions to:

- Prevent a threatened or actual act of terrorism;
- Protect its citizens, residents, visitors, and assets against the greatest threats and hazards;
- Mitigate the loss of life and property by lessening the impact of future catastrophic events;
- Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or
- Recover through a focus on the timely restoration, strengthening, accessibility and revitalization of the infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident.

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, all SHSP projects must assist grantees in achieving target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.

GOAL

Obtain equipment to create and enhance our all-hazards response as it relates to all associated emergency support functions and more specifically Emergency Support Function - 9: Search and Rescue, and Emergency Support Function - 10: Oil and Hazardous Materials Response.

COMMUNITY BENEFIT

This added capability enhancement will of course serve the City of Schertz and include immediately the 10 municipalities within the Northeast Partnership Political Region of over 225,000 and the Guada-Coma Emergency Response Group service area adding over 75,000 people totaling over 300,000 people not including the transient worker population by creating and adding to our emergency management, search and rescue, and hazardous materials response capabilities.

SUMMARY OF RECOMMENDED ACTION

Approval to pursue the State Homeland Security Program - Regular Projects (SHSP-R) grant program for the all-hazards capability creation and enhancement described, provided acceptance of the grant and funding of the City's share (0%) of the cost of the equipment shall not require further approval by the City Council.

RECOMMENDATION

Approval to pursue the State Homeland Security Program - Regular Projects (SHSP-R) grant program for the all-hazards capability creation and enhancement described, provided acceptance of the grant and funding of the City's share (0%) of the cost of the equipment shall not require further approval by the City Council.

Attachments

Resolution 24-R-17

RESOLUTION 24-R-17

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, AUTHORIZING A GRANT APPLICATION TO STATE HOMELAND SECURITY PROGRAM – REGULAR PROJECTS (SHSP-R) FOR ASSISTANCE TO PURCHASE EQUIPMENT ENHANCING ALL-HAZARDS RESPONSE CAPABILITIES.

WHEREAS, the State Homeland Security Program – Regular Projects (SHSP-R) allows eligible entities to file grants to fund projects that address hazards, demonstrate the greatest community benefit including high Benefit Cost Analysis (BCA) and verifiable population directly served or benefiting from the proposed projects.

WHEREAS, the requesting agency will pay a 0% required grant match based on the actual cost of the purchase; and

WHEREAS, the City staff of the City of Schertz (the “City”) has recommended that the City Council authorize the filing of a grant application with State Homeland Security Program – Regular Projects (SHSP-R) relating to all-hazards capability enhancement for the City of Schertz; and

WHEREAS, the City Council has determined that it is in the best interest of the City to apply to State Homeland Security Program – Regular Projects (SHSP-R) for a grant to fund this all-hazards capability enhancement project.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver a grant application with State Homeland Security Program – Regular Projects (SHSP-R) for the all-hazards capability enhancement described, provided acceptance of the grant and funding of the City’s share of the cost of the equipment shall not require further approval by the City Council.

Section 2. The recitals contained in the preamble hereof found to be true, and such recitals are hereby made a part of this Resolution for all purposes and adopted as a part of the judgement 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 55}, 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 _____ of _____ February 2024.

CITY OF SCHERTZ, TEXAS

Ralph, Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: February 20, 2024
Department: Fire Department
Subject: Resolution 24-R-15 - Authorizing an application to the Lower Colorado River Authority (LCRA) Community Development Partnership Program (CDPP) Grant.
(S.Williams/G.Rodgers)

BACKGROUND

The Lower Colorado River Authority (LCRA) supports local communities in its service area with grants of up to \$50,000.00 through the Community Development Partnership Program (CDPP). Cities like ours with projects located within LCRA's wholesale electric or water service area, or areas in which LCRA Transmission Services Corporation provides transmission services are eligible to apply including the City of Schertz. Grant projects must improve the value of a capital asset by building, renovating or purchasing equipment, and must benefit the entire community. The City of Schertz Fire Department wishes to pursue this grant funding that is associated with a 20% match requirement to enhance all-hazard response capabilities having impact not only within Schertz, but a regional impact having the potential for reimbursements during deployments if utilized during declared disasters. The proposed projects would provide Schertz Fire Department with a Utility Terrain Vehicle (UTV) which is capable of meeting the National Wildfire Coordination Group (NWCG) Type 7 Engine standards which will also support Schertz Emergency Medical Services on a routine basis during medical coverage of city and other events. This project serves many disciplines across the public safety spectrum including wildfire, search and rescue, hazardous materials, emergency management, public safety dive, emergency medical services, and rescue task force capabilities.

GOAL

Obtain Utility Terrain Vehicle (UTV) capable of conducting operations in an all-hazards environment while also meeting the National Wildfire Coordination Group (NWCG) Type 7 Engine standards.

COMMUNITY BENEFIT

This project would allow immediate benefit to our community and the 10 municipalities within the Northeast Partnership Political Region serving over 225,000 residents and the Guada-Coma Emergency Response Group service area adding over 75,000 residents totaling over 300,000 residents served not including the transient worker population with the creation of and, enhanced all-hazards response capabilities.

SUMMARY OF RECOMMENDED ACTION

Recommend approval to pursue the Lower Colorado River Authority (LCRA) Community Development Partnership Program (CDPP) grant application for the all-hazards capability enhancement described, provided acceptance of the grant and funding of the City's share (20%) of the cost of the equipment does not require further approval by the City Council.

FISCAL IMPACT

The grant application will be written for \$25,000.00 with a 20% cost share from the City bringing the cost to the City of \$5,000.00.

RECOMMENDATION

Recommend approval to pursue the Lower Colorado River Authority (LCRA) Community Development Partnership Program (CDPP) grant application for the all-hazards capability enhancement described, provided acceptance of the grant and funding of the City's share (20%) of the cost of the equipment does not require further approval by the City Council.

Attachments

Resolution 24-R-15

RESOLUTION 24-R-15

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A GRANT APPLICATION TO LOWER COLORADO RIVER AUTHORITY (LCRA) COMMUNITY DEVELOPMENT PARTNERSHIP PROGRAM (CDPP) FOR ASSISTANCE TO PURCHASE EQUIPMENT ENHANCING ALL-HAZARDS RESPONSE CAPABILITIES.

WHEREAS, the Lower Colorado River Authority (LCRA) Community Development Partnership Program (CDPP) allows eligible entities to file grants to fund projects that address hazards, demonstrate the greatest community benefit including high Benefit Cost Analysis (BCA) and verifiable population directly served or benefiting from the proposed projects.

WHEREAS, the requesting agency will pay a 20% required grant match based on the actual cost of the purchase; and

WHEREAS, the City staff of the City of Schertz (the “City”) has recommended that the City Council authorize the filing of a grant application with Lower Colorado River Authority (LCRA) Community Development Partnership Program (CDPP) relating to all-hazards capability enhancement for the City of Schertz; and

WHEREAS, the City Council has determined that it is in the best interest of the City to apply to Lower Colorado River Authority (LCRA) Community Development Partnership Program (CDPP) for a grant to fund this all-hazards capability enhancement project.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver a grant application with Lower Colorado River Authority (LCRA) Community Development Partnership Program (CDPP) for the all-hazards capability enhancement described, provided acceptance of the grant and funding of the City’s share of the cost of the equipment shall not require further approval by the City Council.

Section 2. The recitals contained in the preamble hereof found to be true, and such recitals are hereby made a part of this Resolution for all purposes and adopted as a part of the judgement 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 55}, Texas Government Code, as amended.

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

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: February 20, 2024
Department: Police Department
Subject: Resolution 24-R-22 - Authorizing a Memo of Understanding between JBSA and the Schertz PD for law enforcement response assistance and information sharing for The Great Texas Airshow (USAF Thunderbirds). (S.Williams/J.Lowery)

BACKGROUND

The Great Texas Airshow was traditionally cycled between Randolph JBSA and Lackland AFB every two years. Due to significant changes in the layout of the airfield at Lackland AFB it is now logistically much more difficult to host the airshow at that location. Randolph JBSA hosted this event in 2022 and Schertz PD played a significant role in the traffic and security aspects of the event. Due to Randolph JBSA's history of managing this event and their working relationships with local LE agencies, they have been selected to host the upcoming Airshow and future Airshows. With such a large crowd in attendance, it is imperative that local LE agencies and the military work collaboratively for enforcement response assistance and information sharing to host a successful event.

GOAL

Host a successful Airshow because security and traffic issues will have a significant impact on our community if not proactively mitigated properly.

COMMUNITY BENEFIT

The Great Texas Airshow is expected to have over 200,000 people in attendance over the three-day (day one is a practice day with no projected crowds) event. This is a marquee event that promotes the City of Schertz due to our proximity and our ongoing support of the military in the San Antonio area. We need to promote a safe environment and provide traffic assistance for ingress and egress traffic as it will augment and protect the City's image.

SUMMARY OF RECOMMENDED ACTION

Approve the MOA which will provide \$6,200 in reimbursement.

FISCAL IMPACT

We are expected to receive \$6,200 in reimbursement from the 502 Air Base Wing with an estimated total cost of \$11,200 for the three-day event. Therefore, it is projected there will be \$5,000 in overtime costs, and it will come from the PD budget.

RECOMMENDATION

Approve Resolution 24-R-22.

Attachments

Resolution 24 R 22 with attachments

RESOLUTION NO. 24-R-22

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER IN A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE 502 AIR BASE WING AND THE SCHERTZ POLICE DEPARTMENT FOR LAW ENFORCEMENT RESPONSE ASSISTANCE AND INFORMATION SHARING.

WHEREAS, The Schertz Police Department seeks to work cooperatively with the 502 Air Wing, Joint Base San Antonio, in Law Enforcement Response Assistance and Information sharing; and functions and services; and

WHEREAS, the MOA provides documentation for interoperability support between the 502 Air Base Wing and the Schertz Police Department to outline response procedures; and

WHEREAS, the MOA is intended to formalize the provision of law enforcement mutual aid and information sharing concerning known or potential criminal activities targeting JBSA facilities, personnel or missions; and

WHEREAS, the support and assistance needed is beyond the reasonable capabilities and resources that law enforcement alone may possess; and

WHEREAS, to facilitate technology upgrades for information sharing between the 502 Air Base Wing and the Schertz Police Department, agencies agree to use existing resources to incorporate radio communications interoperability as outlined in the Texas Statewide Interoperability Channel Plan (TSICP); and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into this MOA with the 502 Air Base Wing, pursuant to the MOA attached hereto as Exhibit A (the “supporting documentation”)

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

Section 1. The City Council hereby authorizes the City Manager to execute the Memorandum of Agreement with the 502 Air Base Wing.

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

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

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

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

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

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

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

PASSED AND ADOPTED, this ____ day of _____, 2024.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

EXHIBIT A
AGREEMENT

MEMORANDUM OF AGREEMENT

BETWEEN

THE 502 AIR BASE WING

AND THE

SCHERTZ POLICE DEPARTMENT

FOR THE GREAT TEXAS AIRSHOW SUPPORT OVERTIME REIMBURSEMENT

MOA NUMBER: _____

This is a memorandum of agreement (MOA) between the 502d Air Base Wing (502 ABW), Joint Base San Antonio, Texas and the Schertz Police Department (SZPD). When referred to collectively, the 502 ABW and the SZPD are referred to as the "Parties."

1. BACKGROUND: The Great Texas Airshow is scheduled for 5-7 April 2024 at JBSA-Randolph AFB, Texas. This planned event will attract large crowds, which will likely exceed the normal daily capability of local law enforcement agencies. This MOA will provide a mechanism to reimburse local law enforcement agencies for overtime expenditures while directly supporting the Great Texas Airshow.

2. AUTHORITIES:

DoDI 4000.19, "Support Agreements," December 16, 2020

AFI 25-201, 17 October 2013, Intra-Service, Intra-Agency, and Interagency Support Agreement Procedures

AFRC SUP 25-201, 28 May 2018, Intra-Service, Intra-Agency, and Interagency Support Agreement Procedures

JBSA MOA, current as March 2021, incorporating FY11, FY12, FY14, FY15, FY16, FY17, FY19, and FY20 changes.

3. PURPOSE: The Great Texas Airshow is scheduled to occur 05-07 April 2024 at JBSA-Randolph AFB, Texas. The 502 ABW will reimburse the SZPD for law enforcement personnel overtime incurred while directly supporting airshow operations on those dates.

4. AGREEMENTS OF THE PARTIES:

4.1. The 502 ABW will—

4.1.1. Reimburse SPD for assigning six (6) police officers, 124 man-hours of overtime, at an overtime rate not to exceed \$50 per hour and a total reimbursement not to exceed \$6,200, incurred while directly supporting airshow operations.

4.2. The SZPD will—

4.2.1. Submit a Federal Emergency Management Agency (FEMA) Form 90-123 listing date, name, job title, hours worked and overtime labor rate for each employee assigned to directly support the Great Texas Airshow.

5. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT (POCs). The following POCs will be used by the Parties to communicate matters concerning this MOA. Each Party may change its POC upon reasonable notice to the other Party.

6.1.1. For the 502 ABW—

6.1.1.1 Name, position, office identification, phone number and email of primary POC:
Eric Broughton, Airshow Law Enforcement Coordinator, 502 Security Forces Group,
(210) 300-7209, eric.broughton@us.af.mil.

6.1.2. For the SPD—

6.1.2.1 Position, office identification, phone number and email of primary POC:
Daniel Roman, Assistant Chief, (210) 701-9150, droman@schertz.com.

6.2. CORRESPONDENCE. All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to the 502 ABW, to—

6.2.1. 2080 Wilson Way, JBSA-Fort Sam Houston, Texas 78234 and, if to the SPD, to—

6.2.2. 1400 Schertz Pkwy #6, Schertz, Texas 78154.

6.3. REVIEW OF AGREEMENT. If non-reimbursable, this MOA will be reviewed no less often than mid-point on or around the anniversary of its effective date in its entirety. If reimbursable, this MOA will be reviewed on or around the anniversary of its effective date annually for financial impacts; if there are substantial changes in resource requirements, the agreement will be reviewed in its entirety.

6.4. MODIFICATION OF MOA. This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

6.5. DISPUTES. Any disputes relating to this MOA will, subject to any applicable law, Executive order, or DoD issuances, be resolved by consultation between the Parties.

6.6. TERMINATION OF AGREEMENT. This MOA may be terminated by either Party giving at least 10 days written notice to the other Party. This MOA may also be terminated at any time upon the mutual written consent of the Parties. This MOA is scheduled to terminate upon conclusion of the Great Texas Airshow operations, no later than 2400 hrs, 8 April 2024.

6.6.1. UNAVOIDABLE TERMINATION EXPENSES. Any reimbursement payment for unavoidable termination expenses shall not exceed 10 percent of the expected payment amount listed in 4.1.1. *supra*.

6.7. TRANSFERABILITY. This MOA is not transferable except with the written consent of the Parties.

6.8. ENTIRE AGREEMENT. It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter, thereby superseding all prior agreements of the Parties with respect to such subject matter.

6.9. EFFECTIVE DATE. This MOA takes effect beginning on the day after the last Party signs.

6.10. EXPIRATION DATE. This MOA expires on the 9th day of April 2024.

6.11. CANCELLATION OF PREVIOUS MOA. N/A This MOA is the first between the Parties.

6.12. NO THIRD PARTY BENEFICIARIES. Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person not a party any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Parties.

6.13. SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

6.14. OTHER FEDERAL AGENCIES. This MOA does not bind any federal agency, other than the Parties, nor waive required compliance with any law or regulation.

7. FINANCIAL DETAILS

7.1 AVAILABILITY OF FUNDS. This MOA does not document the obligation of funds between the Parties. The obligation of funds by the Parties, resulting from this MOA, is subject to the availability of funds pursuant to the DoD Financial Management Regulation. No provision in this MOA will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Section 1341 of Title 31, United States Code.

7.2 BILLING. SPD will submit a single request for overtime reimbursement to 502 ABW via FEMA Form 90-123 no later than 31 MAY 2024.

7.3 PAYMENT OF BILLS. The 502 ABW paying office will forward payments, along with

a copy of billed invoices, to the SPD within 30 calendar days of the date of invoice. Bills rendered will not be subject to audit in advance of payment.

7.4. FINANCIAL SPECIFICS. An exact monetary amount cannot be provided prior to the Great Texas Airshow due to the potential for last minute adjustments and changes of schedule. Several law enforcement agencies will provide direct support to the Great Texas Airshow. A total maximum reimbursable amount of \$40,000 is available to be disbursed amongst all participating local law enforcement agencies. This maximum amount was determined by multiplying the highest overtime rate of \$50 per hour by 800 hours, the total number of hours to be worked for the Great Texas Airshow. The total portion of the reimbursable amount allotted to the parties under this agreement is delineated in para. 4.1.1.

7.5. ECONOMY ACT DETERMINATION AND FINDINGS (D&F). If the MOA is being entered into in accordance with Section 1535 of Title 31, United States Code (the Economy Act), both Parties agree that the requirements listed in Paragraph (a) of the Economy Act have been met.

8. LIST OF ATTACHMENTS: Attachment A for Reimbursable Support

AGREED:

FOR THE 502 ABW—

FOR THE SZPD—

RUSSELL D. DRIGGERS
Brigadier General, USAF
Commander

Steve Williams
City Manager
City of Schertz, TX

_____(Date)

_____(Date)

Mid-Point Review Due Date: due to the 48-hour brevity of the MOA, there is no Mid-Point Review.

ATTACHMENT A

MOA NUMBER: _____

1. Reimbursable Support:

Reimburse SPD for assigning six (6) police officers, 124 man-hours of overtime, at an overtime rate not to exceed \$50 per hour and a total reimbursement not to exceed \$6,200, incurred while directly supporting airshow operations.

2. Estimated Amount of Funds to Be Reimbursed: \$6,200, Appropriation: FY2024

3. Cost Center Number: N/A.

4. Financial Points of Contact: N/A

CITY COUNCIL MEMORANDUM

City Council Meeting: February 20, 2024
Department: Police Department
Subject: Resolution 24-R-18 - Authorizing a grant application for Bullet-Resistant Shields to be purchased to enhance law enforcement's all-hazard response capabilities.
(S.Williams/J.Lowery/K.Kallies)

BACKGROUND

Ballistic shields provide officers with cover and additional ballistic protection needed during high-risk situations where officers must approach potentially armed individuals. SZPD has limited, or at times, no access to ballistic shields if a high-risk incident occurs within the city, school campuses, or surrounding secondary response areas. SZPD's priority will be to equip supervisors on each shift with new generation ballistic shield, that provide higher ballistic protection and is much lighter, that can be immediately and readily available for utilization during critical situations in the community or schools.

GOAL

SZPD's goal of this project is to equip uniformed officers with higher ballistic protection and is much lighter with new generation protective ballistic shields.

COMMUNITY BENEFIT

Increases the department's response capabilities while improving officer and community safety by providing funds not currently available in our budget to purchase this much needed safety equipment.

SUMMARY OF RECOMMENDED ACTION

Approval of the grant submission would allow SZPD to submit the Ballistic-Resistant Shield Grant for funding, providing \$42,000 for this endeavor.

RECOMMENDATION

Approve Resolution 24-R-18.

Attachments

Res 24-R-18 Ballistic Shields

RESOLUTION NO. 24-R-18

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A GRANT APPLICATION TO A BULLET-RESISTANT SHIELD GRANT PROGRAM FOR ASSISTANCE TO PURCHASE EQUIPMENT ENHANCING ALL-HAZARDS RESPONSE CAPABILITIES.

WHEREAS, the Bullet-Resistant Shield Grant Program allows eligible entities to file grants to fund projects that address hazards, demonstrate the greatest community benefit including high Benefit Cost Analysis (BCA) and verifiable population directly served or benefiting from the proposed projects to include equipping peace officers with bullet-resistant shields.

WHEREAS, the requesting agency will pay a 0% required grant match based on the actual cost of the purchase; and

WHEREAS, the City staff of the City of Schertz (the "City") has recommended that the City Council authorize the filing of a grant application with Bullet-Resistant Shield Grant Program relating to equipping Schertz peace officers with bullet-resistant shields for the City of Schertz; and

WHEREAS, has determined that it is in the best interest of the City to apply to Bullet-Resistant Shield Grant Program for a grant to fund bullet-resistant shield for City of Schertz Peace Officers.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver a grant application with Bullet-Resistant Shield Grant Program for equipping peace officers with bullet-resistant shields described, provided acceptance of the grant and funding of the City's share of the cost of the equipment shall not require further approval by the City Council.

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

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

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

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

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

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

PASSED AND ADOPTED, this ____ day of _____, 2024.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: February 20, 2024
Department: Executive Team
Subject: Resolution 24-R-10 - Authorizing a Subdivision Improvement Agreement and Roadway Impact Fee Credit Agreement with Embry. (S.Williams/B.James)

BACKGROUND

Embry, the developer of the multi-family portion of the Schertz Station project, is seeking to be allowed to file the plat for Schertz Station Lots 11 and 13, Block 1 prior to acceptance of the public improvements. The developer is required to provide a surety as part of the agreement equal to 120% of the estimated cost of the improvements. Additionally, they are seeking to enter into a roadway impact fee credit agreement as allowed per the City's code of ordinances for constructing Ripps-Kreusler Boulevard, which is a roadway impact fee system road.

GOAL

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

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

Authorize a Subdivision Improvement Agreement to allow filing of the plat prior to acceptance of public improvements and a Roadway Impact Fee Credit Agreement to provide offsets/credits for construction of impact fee eligible roadways with CV Schertz Tx BTR, LP (Embry) for the Schertz Station project.

FISCAL IMPACT

There is no cost to the City associated with the Subdivision Improvement Agreement. The value of the roadway impact fee offsets/credits is approximately \$625,000 under the current impact fee system.

RECOMMENDATION

Approval of Resolution 24-R-10.

Attachments

Resolution 24-R-10 with attachments

RESOLUTION NO. 24-R-10

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AGREEMENTS WITH CV SCHERTZ TX BTR, LP FOR A SUBDIVISION IMPROVEMENT AGREEMENT AND ROADWAY CAPITAL RECOVERY OFFSET AGREEMENT FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS IN THE CITY OF SCHERTZ, TEXAS AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Landowner desires to defer certain dedication and public improvements obligations for Schertz Station Subdivision Lot 11 &13, Block 1; and

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

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

WHEREAS, Developer intends to develop public roadways that are system facilities; and

WHEREAS, in accordance with Ordinance 18-M-13 Roadway Capital Recovery Fees, the City shall offset the reasonable value of system facilities through an offset agreement; and

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

Section 1. The City Council hereby authorizes entering into a Subdivision Improvement Agreement and Roadway Capital Recovery Offset Agreement generally as per the Attached Exhibit "A" and "B".

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

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

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

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

valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

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

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

PASSED AND ADOPTED, this ____ day of _____, 2024.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit "A"

Subdivision Improvement Agreement

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

Guadalupe County Real Property Records (the “Final Plat Recordation”) pursuant to UDC Section 21.4.15(F).

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

AGREEMENT

1. Development of the Property. Developer hereby represents and warrants that, as of the Effective Date, it is the owner of the Property. Developer understand that this Agreement is for its sole benefit, and does not extend to other parties, unless provided for otherwise herein.

2. Scope of Improvements. The public improvements addressed and contemplated by this Agreement to be completed subsequent to Final Plat Recordation include improvements to be undertaken by the Developer which are more specifically described in Exhibit “C” (the “Improvements”). A draft of the Final Plat is attached as Exhibit “D”.

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

(a) The Developer is obligated by UDC Section 21.12.10 to construct, or cause to be constructed, all public improvements shown on Exhibit “C”, all of which are included in the application for final plat approval for the Subdivision titled Schertz Station Subdivision - Multifamily Plat.

(b) The Developer agrees that the Improvements shall be built and completed in accordance with City design standards within eighteen months (18 months) of the Final Plat Recordation.

(c) The cost of the Improvements is estimated to be four million eleven thousand two hundred and forty-seven dollars and zero cents (\$4,011,047.00) (the “Cost Estimate-Improvements”). The Developer and the City agree that the amount of the Cost Estimate-Improvements set forth herein is a commercially reasonable estimate of the cost of the Improvements.

(d) In lieu of the Developer’s obligation to construct, or cause to be constructed, the Improvements at or before the Final Plat Recordation, Developer shall provide to the City, prior to Final Plat Recordation, surety (the “Surety”) in an aggregate amount equal to 120% of the Cost Estimate-Improvements (the “Improvement Funds”) and which Surety shall provide that it automatically renews in the event that it has not been released at the time of its expiration. The Surety shall be similar in the form to the construction performance bond example included in Exhibit “E” but may vary provided the Surety is provided. As portions of the Improvements are constructed and accepted by the City, the Surety may be reduced by the, the cost of that particular portion.

(e) For the purpose of clarification, and in no way limiting Developer's obligations under UDC Section 21.4.15, the Parties agree that full completion of Improvements shall not be deemed to have occurred until the City accepts such Improvements in the manner prescribed in UDC Section 21.4.15. D.

(f) In the event Developer fails to fully complete construction of the Improvements as required per Section 3(b) herein, the City may declare this Agreement to be in default and at the City's sole discretion:

- (i) require that all Improvements as required per this Agreement be installed by Developer regardless of the extent of completion of the improvements on the Property at the time this Agreement is declared to be in default;
- (ii) unilaterally draw from the Improvement Funds sufficient amount to complete the Improvements itself or through a third party; or
- (iii) assign the Improvement Funds to any third party, including a subsequent owner of the Property, provided that such Improvements Funds shall only be assigned for the purpose of causing the construction of the Improvements by such third party and for no other purpose and in exchange for the subsequent owner's agreement and posting of security to complete the Improvements.

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

4. Approval of Agreement. The City has approved the execution and delivery of this Agreement pursuant to UDC Section 21.4.15(F), and the Developer represents and warrants that it has taken all necessary action to authorize its execution and delivery of this Agreement.

5. Governmental Immunity. The City does not waive or relinquish any immunity or defense on behalf of itself, its officers, employees, Councilmembers, and agents as a result of the execution of this Agreement and the performance of the covenants and actions contained herein.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors, and assigns, and the terms hereof shall run with the Property. Any obligations, benefits, or requirements of this Agreement shall automatically be assigned to subsequent owners of the Property following conveyance.

7. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

8. Integration. This Agreement is the complete agreement between the parties as to the subject matter hereof and cannot be varied except by the written agreement of the Developer

and the City. The Developer and the City each agrees that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.

9. Notices. Any notice or communication required or permitted hereunder shall be deemed to be delivered three (3) days after such notice is deposited in the United States mail, postage fully prepaid, registered or certified mail return receipt requested, and addressed to the intended recipient at the address shown herein. Any address for notice may be changed by written notice delivered as provided herein. All notices hereunder shall be in writing and served as follows:

If to the Developer:
CV SCHERTZ TX BTR, LP
c/o Embrey
7600 Broadway, Suite 300
San Antonio, Texas 78209
Attn: Jeremy Williams

With copy to:
Killen, Griffin & Farrimond
10101 Reunion Place, Suite 250
San Antonio, Texas 78216
Attention: Ashley Farrimond

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

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

10. Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, such unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of this Agreement. Whenever the context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

11. Recitals; Exhibits. Any recitals in this Agreement are represented by the parties hereto to be accurate, constitute a part of the parties' substantive agreement, and are fully

incorporated herein as matters of contract and not mere recitals. Further, any exhibits to this Agreement are incorporated herein as matters of contract and not mere exhibits.

12. No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to, and shall not be deemed to, create a partnership or joint venture among the parties.

13. Choice of Law. This Agreement will be construed under the laws of the State of Texas without regard to choice-of-law rules of any jurisdiction. Venue shall be in the State District Courts of Guadalupe County, Texas with respect to any lawsuit arising out of or construing the terms and provisions of this Agreement. No provision of this Agreement shall constitute a consent by suit by any party.

[Signatures and acknowledgments on the following pages]

Signature Page to
Subdivision Improvement Agreement

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

Developer:

CV SCHERTZ TX BTR, LP,
a Texas limited partnership

By: CV Schertz BTR GP, LLC,
a Texas limited liability company,
its General Partner

By: _____
Name: Sara Hanback
Title: Vice President of Finance

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of February, 2024 by Sarah Hanback, Vice President of Finance, CV Schertz BTR GP, LLC, General Partner, CV SCHERTZ TX BTR, LP.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: _____

Signature Page to
Subdivision Improvement Agreement

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

City:

CITY OF SCHERTZ,
a Texas municipal corporation

By: _____

Name: Steve Williams, its City Manager

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the ____ day of February, 2024 by Steve Williams, City Manager of the City of Schertz, Texas, a Texas municipal corporation, on behalf of said City.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: _____

EXHIBIT "A"

Legal Description - The Property

A METES AND BOUNDS DESCRIPTION OF A 33.822 ACRE TRACT OF LAND

BEING a 33.822 acre (1,473,277 square feet) tract of land situated in the J.F. Walker Survey No. 113, Abstract No. 244, City of Schertz, Guadalupe County, Texas; and being portion of that certain 200.198 acre tract described in instrument to San Antonio One, Limited Partnership and San Antonio Three Limited Partnership in Volume 979, Page 475 of the Official Public Records of Guadalupe County; and being more particularly described as follows:

BEGINNING, at a brass TXDOT monument found at the intersection of the southeasterly right-of-way line of Interstate Highway No. 35 (variable width public right-of-way) and the northeasterly right-of-way line of Wiederstein Road (variable width public right-of-way), and marking the southwest corner of that certain 4.086 acre right-of-way dedication to the State of Texas in Document No. 202099013526 of the Official Public Records of Guadalupe County;

THENCE, North 43°13'55" East, 28.87 feet to a point, along the southeasterly right-of-way line of said Interstate Highway No. 35, same being the southeasterly line of said 4.086 right-of-way dedication;

THENCE, departing said Interstate Highway No. 35 and crossing a said 200.198 acre tract the following twelve (12) courses and distances:

1. in a southerly direction along a tangent curve to the left, having a radius of 25.00 feet, a chord of South 06°00'13" West, 30.25 feet, a central angle of 74°27'24", and an arc length of 32.49 feet to a point;
2. South 31°13'29" East, 561.58 feet to a point;
3. in a easterly direction along a tangent curve to the left, having a radius of 25.00 feet, a chord of South 76°13'29" East, 35.36 feet, a central angle of 90°00'00", and an arc length of 39.27 feet to a point;
4. North 58°46'31" East, 84.26 feet to a point;
5. in a northeasterly direction along a tangent curve to the right, having a radius of 821.00 feet, a chord of North 64°15'10" East, 156.73 feet, a central angle of 10°57'17", and an arc length of 156.97 feet to a point;
6. in a northerly direction along a reverse tangent curve to the left, having a radius of 15.00 feet, a chord North 19°14'42" East, 23.14 feet, a central angle of 100°58'13", and an arc length of 26.43 feet to a point;
7. South 81°29'31" East, 65.03 feet to a point;
8. in a easterly direction along a non-tangent curve to the left, having a radius of 15.00 feet, a chord South 67°42'38" East, 17.83 feet, a central angle of 72°56'26", and an arc length of 19.10 feet to a point;
9. in a easterly direction along a reverse tangent curve to the right, having a radius of 800.00 feet, a chord North 83°20'44" East, 209.57 feet, a central angle of 15°03'10", and an arc length of 210.17 feet to a point;
10. in a northeasterly direction along a reverse tangent curve to the left, having a radius of 720.00 feet, a chord North 60°51'48" East, 720.18 feet, a central angle of 60°01'01", and an arc length of 754.20 feet to a point;
11. in a northeasterly direction along a reverse tangent curve to the right, having a radius of 870.00 feet, a chord North 37°59'25" East, 216.14 feet, a central angle of 14°16'16", and an arc length of 216.70 feet to a point;
12. North 31°13'29" West, 24.55 feet to 1/2 inch iron rod (w/illegible cap) found marking the southwesterly corner of that certain 17.430 acre tract described in instrument to 1290 Entertainment, LLC in Volume 979, Page 475 of the Official Public Records of Guadalupe County;

THENCE, along the southeasterly boundary line of said 17.430 acre tract the following two (2) courses and distances:

1. North 58°46'09" East, 545.83 feet to a 1/2 inch iron rod (with plastic cap stamped "Stantec") found for corner;
2. North 58°48'24" East, 244.12 feet to a 1/2 inch iron rod (with plastic cap stamped "Spoooner and Associates") found on the southwesterly boundary of that certain 21.50 acre tract described in instrument to Bussey's LTD. in Volume 717, Page 727 of the Official Public Records of Guadalupe County;

THENCE, South 31°15'40" East, 245.30 feet along the southwesterly boundary of said 21.50 acre tract to a 1/2 inch iron rod (with plastic cap stamped "BPI") found on the northwesterly boundary of that certain 101.239 acre tract

described in instrument to Schertz-Cibolo-Universal City Independent School District in Volume 4216, Page 649 of the Official Public Records of Guadalupe County;

THENCE, along the boundary of said 101.239 acre tract, and crossing the said 200.198 acre tract, the following four (4) courses and distances:

1. South 06°50'59" West, 496.09 feet to a 1/2 inch iron rod (with plastic cap stamped "BPI") found for corner;
2. South 58°45'23" West, 1694.02 feet to a 1/2 inch iron rod found for corner;
3. South 31°12'33" East, 816.94 feet to a 1/2 inch iron rod (with plastic cap stamped "BPI") found for corner;
4. South 58°45'35" West, 250.05 feet to a 1/2 inch iron rod (with plastic cap stamped "KHA") set on the northeasterly right-of-way line of aforesaid Wiederstein Road marking the south corner of the herein described tract;

THENCE, along the northeasterly right-of-way line of said Wiederstein Road the following three (3) courses and distances:

1. North 31°13'29" West, 1974.37 feet to a point;
2. North 35°00'36" West, 50.59 feet to a point;
3. North 32°28'19" West, 99.85 to the **POINT OF BEGINNING** and containing 33.822 acres of land in Guadalupe County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, South Central Zone (FIPS 4204) (NAD'83). All distances are on the Surface and shown in U.S. Survey Feet. Apply the combined Surface to Grid Scale Factor of 0.999870 to convert Surface distanced to Grid. This description was generated on 9/7/2023 at 5:38 PM, based on geometry in the drawing file K:\SNA_Survey\064362018-EMBREY CIBOLO VALLEY SCHERTZ\Drawings\Surveys\TRACT 3 - 33.822 EMBREY ALTA.dwg, in the office of Kimley-Horn and Associates in San Antonio, Texas.

John G. Mosier
Registered Professional Land Surveyor No. 6330
Kimley-Horn and Associates, Inc.
601 NW Loop 410, Suite 350
San Antonio, Texas 78216
Ph. 210-541-9166
greg.mosier@kimley-horn.com

EMBREY PUBLIC INFRASTRUCTURE

LEGEND

- PROPOSED PUBLIC INFRASTRUCTURE
- PROPOSED ROAD
- PROPOSED SIDEWALK
- PROPOSED PARKING LOT
- PROPOSED PLAYGROUND
- PROPOSED PUBLIC BUILDING
- PROPOSED LOT 1
- PROPOSED LOT 2
- PROPOSED LOT 3
- PROPOSED LOT 4
- PROPOSED LOT 5
- PROPOSED LOT 6
- PROPOSED LOT 7
- PROPOSED LOT 8
- PROPOSED LOT 9
- PROPOSED LOT 10
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- PROPOSED LOT 98
- PROPOSED LOT 99
- PROPOSED LOT 100

Roadway Improvements:

- Extension of Ripps Kreusler Road
- 8' wide sidewalk along Ripps Kreusler Road
- Intersection Plans at Cibolo Valley Drive and Ripps Kreusler Road (Traffic Signalization)
- Intersection Plans for Ripps Kreusler Road and marginal access drive

Stormwater:

- Storm Infrastructure within Ripps Kreusler Road with a stub to access drive

Water:

- Partial Relocation of existing 12" water line to follow new alignment of Ripps-Kreusler Road
- 12" water stub to access drive

Sewer:

- Sanitary sewer extension to the access drive right-of-way line.
- Relocation of existing sewer line

EXHIBIT "D"
Final Plat

EXHIBIT "E"
Improvement Funds Surety - Example

CONSTRUCTION PERFORMANCE BOND

STATE OF TEXAS)
)
COUNTY OF GUADALUPE)

KNOW ALL BY THESE PRESENTS that _____ [A] _____,
whose address is _____ [B] _____ (the
"Principal"), and _____ [C] _____, a corporation organized and
existing under the laws of the State of _____ [D] _____ and fully licensed to transact business in
the State of Texas, as surety (the "Surety"), are held and firmly bound unto the **CITY OF
SCHERTZ**, a Texas municipal corporation organized and existing under the laws of the State of
Texas (the "Beneficiary"), in the sum of _____ [E] _____ Dollars (\$ _____ [F] _____) (the
"Total Sum") said Total Sum to represent one hundred and twenty-five percent (125%) of the cost
estimate of the below identified Contract to be paid to the Beneficiary, its successors and assigns,
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, and successors and assigns, jointly and severally, firmly by these presents. The
Total Sum of this Bond shall automatically be increased by 125% of the amount of any change
order or supplemental agreement which increases the Contract price, but in no event shall a change
order or supplemental agreement which reduces the Contract price decrease the Total Sum of this
Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows:

WHEREAS, the Principal entered into a Contract with _____ [I] _____,
dated on or about the _____ [J] _____ (the "Contract"), a complete copy of which
is attached hereto as Exhibit A and being incorporated herein and made a part hereof as fully and
to the same extent as if written herein word for word, to furnish all permits, licenses, bonds,
insurance, products, materials, equipment, labor, supervision, and other accessories necessary for
the construction of the following Project improvements:

Project Name: _____ [K] _____
Project Number: _____ [L] _____

in the City of Schertz, Texas, as more particularly described and designated in the Contract.

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform and fulfill
all of the undertakings, covenants, terms, conditions, and agreements of the Contract in accordance
with all Contract documents, including but not limited to plans and specifications relating thereto,
during the original term thereof and any extension thereof which may be granted in writing by the
Beneficiary, with or without notice to the Surety, and during the life of any guaranty or warranty
required under the Contract, and shall also well and truly perform and fulfill all the undertakings,
covenants, terms, conditions, and agreements of any and all duly authorized modifications of any
and all Contract documents that may hereafter be made, notice of which modifications to the Surety
being hereby waived (except for written notice to the Surety of any increase in the Total Sum);
**and, if the Principal shall fully indemnify and save harmless the Beneficiary from and against
all costs and damages which the Beneficiary may suffer by reason of the Principal's failure
to so perform herein and shall fully reimburse and repay the Beneficiary all outlay and**

expense which the Beneficiary may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect and the Beneficiary may demand payment hereon, and the Surety shall make immediate payment hereon to the Beneficiary.

PROVIDED FURTHER, if any legal action be filed on this Bond, exclusive venue shall lie in Guadalupe County, Texas.

AND PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the plans, specifications, and all other Contract documents related to the Project shall in any way affect its obligation on this Bond, and (except for written notice to the Surety of any increase in the Total Sum) it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the plans, specifications, or other Contract documents or to the work to be performed thereunder.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Guadalupe County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Texas Insurance Code, as amended.

IN WITNESS WHEREOF, this instrument is executed in six copies, each one of which shall be deemed an original, this, the _____ day of _____, 20 ____.

PRINCIPAL: _____ [A] _____

By: _____

Name: _____

Title: _____

SURETY: _____ [C] _____

By: _____

Name: _____

Title: _____

The Resident Agent of the Surety in Guadalupe County or _____ [M] _____ County, Texas, for delivery of all notices hereunder and service of process relating hereto is:

Name: _____

Physical Address: _____

City, State, Zip Code: _____

Mailing Address: _____

City, State, Zip Code: _____

Exhibit "B"

Roadway Capital Recovery Offset Agreement

THE STATE OF TEXAS §
 §
GUADALUPE COUNTY §

ROADWAY CAPITAL RECOVERY OFFSET AGREEMENT

This Roadway Capital Recovery Offset Agreement (this “AGREEMENT”) is made by and between the City of Schertz (hereinafter “CITY”), a Texas Home Rule municipality and CV SCHERTZ TX BTR, LP (hereinafter “DEVELOPER”), a Texas limited partnership created under the laws of Texas, collectively, the “PARTIES”.

RECITALS

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

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

WHEREAS, CITY and DEVELOPER desire to enter into this AGREEMENT in order to memorialize Roadway Capital Recovery Fee Credits (sometimes hereinafter referred to as the “Credits”) achieved by DEVELOPER for reasonable and necessary costs of the capital improvement or facility expansion it incurred.

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

Article I. PROJECT DESCRIPTION

- A. **Project.** The Project is the approximately 71-acre Schertz Station mixed use development located at the intersection of IH-35 and Cibolo Valley Drive in the City of Schertz municipal boundaries. The Project will include a mixture of

residential and commercial uses. The Schertz Station Subdivision Preliminary Plat (“Preliminary Plat”) was approved by the City’s Planning and Zoning Commission on October 25, 2023, and is attached hereto as **Exhibit A**.

- B. Roadway Improvements.** The Schertz Station Subdivision – Multifamily Plat (“Final Plat”) is a proposed final plat included within the Preliminary Plat boundaries. This Final Plat includes roadway improvements and dedications to be made by DEVELOPER, as further outlined in **Exhibit B**.

Article II. ROADWAY CAPITAL RECOVERY FEES

- A. Roadway Capital Recovery Fees.** The Roadway Capital Recovery Fees for the project are currently assessed as \$1,000 per service unit for residential uses and \$175 for nonresidential use per service unit.

Article III. CAPITAL IMPROVEMENT PLAN IMPROVEMENTS MADE BY DEVELOPER

- A. Rough Proportionality.** The PARTIES acknowledge that as provided in Texas Local Government Code Section 212.904, the CITY may require DEVELOPER to contribute a portion of the costs of municipal infrastructure improvements by the making of dedications, the payment of fees, or the payment of construction costs (collectively the “**Infrastructure Costs**”), provided DEVELOPER’S portion of the Infrastructure Costs do not exceed the amount required for infrastructure improvements that are roughly proportionate to the impact of the Project.

Article IV. ROADWAY CAPITAL RECOVERY FEE OFFSET CREDIT

- A. Roadway Capital Recovery Fee Offset Credit Calculation.** As shown on **Exhibit C**, to this AGREEMENT, the PARTIES agree to the following:
- i. The total number of service unit equivalents of capacity supplied by the system facility contributed by the DEVELOPER for the Final Plat is estimated to be 625.02 vehicle miles.
 - ii. The Roadway Capital Recovery Fee Offset Credit that DEVELOPER is eligible to receive is 625.02 service units towards the Credit.
 - iii. The Roadway Capital Recovery Fee Offset Credits that the DEVELOPER shall receive may be used to offset the roadway impact fees due from within

the Project. The City shall accept Credits at time of issuance of building permit.

- iv. DEVELOPER shall receive the Roadway Capital Recovery Fee Offset Credit upon execution of this AGREEMENT. Provided, however, DEVELOPER shall complete the public improvements shown on Exhibit B, and the City shall accept the same for public maintenance in accordance with the terms of applicable provisions of the City's Code of Ordinances prior to issuance of a certificate of occupancy associated with the Final Plat.

Article V.
REIMBURSEMENT OF EXCESS OFFSETS

A. DEVELOPER may apply for reimbursement of excess offsets following either completion of all development subject to the plat with which the excess offsets are associated or after ten (10) years following execution of this AGREEMENT.

- i. The DEVELOPER must apply for reimbursement within six months following either:
 - a. Completion of the Project development subject to the plat with which the excess offsets are associated; or
 - b. Ten years after the date of execution of this AGREEMENT.
- ii. The excess reimbursement shall be enforced in accordance with the following terms:
 - a. The excess offset amount to be reimbursed shall be equal to the number of excess offsets (expressed as a number of service units) multiplied by a fraction equal to the capital recovery fee per service unit to be collected, as set forth herein in effect on the date of execution of this AGREEMENT, divided by the maximum assessable capital recovery fee per service unit, as set forth in the capital recovery plan, established in accordance with the City of Schertz Code of Municipal Ordinances Chapter 78, Article VII, in effect on the date of execution of this AGREEMENT;
 - b. The amount to be reimbursed for excess offsets may be further equitably reduced, if fewer than 50 percent of the number of service units in the plat with which the system facility giving rise to the excess offset have been developed on the date of application for excess offsets;

- c. Repayment of excess offsets shall be made within five years from the date of execution of a reimbursement agreement between the PARTIES hereto pertaining to the applicable excess offsets from roadway capital recovery fees collected within the same roadway service area in which the property in question is located, subject to the availability of such funds;
 - d. Termination or reduction of the CITY's authority under state law to impose capital recovery fees for roadway facilities shall terminate or correspondingly reduce any obligation of the CITY to make payments under this AGREEMENT or any reimbursement agreement; and
 - e. In converting the excess offsets from service unit equivalents to a dollar value, the number of service unit equivalents shall be multiplied by the value of a service unit expressed in dollars using the rates in effect at the time this AGREEMENT was executed.
- B. Execution of an excess offset reimbursement agreement with respect to a plat as provided for in above pursuant to City of Schertz Code of Municipal Ordinances Section 78-178 shall automatically terminate any excess offsets associated with that plat pursuant to this AGREEMENT. Any new development within the area subject to such plat shall pay roadway capital recovery fees then in effect under said Municipal Ordinance.

Article VI. MISCELLANEOUS

The following miscellaneous provisions are made part of this AGREEMENT:

1. **Additional Instruments.** CITY and DEVELOPER agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this AGREEMENT.
2. **Amendments.** This AGREEMENT constitutes the entire understanding and agreement of the PARTIES as to the matters set forth in this AGREEMENT. No alteration of or amendment to this AGREEMENT shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
3. **Applicable Law and Venue.** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the PARTIES created hereunder are performable in Guadalupe County, Texas. Venue for any action arising under this AGREEMENT shall lie in the state district courts of Guadalupe County, Texas.

4. Assignment. The DEVELOPER may assign this AGREEMENT with the CITY's consent (such consent not to be unreasonably conditioned, withheld or delayed, but in no event shall the offsets provided for in the AGREEMENT be transferred to any development not subject to the Preliminary Plat associated with such offsets).

5. Binding Obligation. This AGREEMENT shall become a binding obligation on the signatories upon execution by all signatories hereto. The CITY warrants and represents that the individual executing this AGREEMENT on behalf of the CITY has full authority to execute this AGREEMENT and bind the CITY to the same. DEVELOPER warrants and represents that the individual executing this AGREEMENT on its behalf has full authority to execute this AGREEMENT and bind it to the same.

6. Counterparts. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

7. Construction. The PARTIES acknowledge that the PARTIES and their counsel have reviewed and revised the AGREEMENT and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the AGREEMENT.

8. Enforcement. The City Attorney or his or her designee may enforce all legal rights and obligations under this AGREEMENT without further authorization. DEVELOPER shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining DEVELOPER'S compliance with this AGREEMENT.

9. Entire Agreement. This AGREEMENT constitutes the entire agreement between the PARTIES with respect to the subject matter covered in this AGREEMENT. There is no other collateral oral or written agreement between the PARTIES that, in any manner, relates to the subject matter of this AGREEMENT, except as provided for in any Exhibits attached hereto or duly approved amendments to this AGREEMENT, as approved by the City Council of the City of Schertz, Texas.

10. Execution of Agreement.

- a. City Council has authorized the City Manager to execute this AGREEMENT on behalf of the CITY, as evidenced by Resolution _____, dated _____, 2024.
- b. Sara Hanback is authorized to execute this AGREEMENT on DEVELOPER'S behalf.

11. Exhibits and Attachments. All Exhibits and Attachments referenced in this AGREEMENT are attached hereto and incorporated herein for all purposes.

12. Force Majeure. It is expressly understood and agreed by the PARTIES to this AGREEMENT that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, governmental action, delay in issuance of permits or approvals (including, without limitation, fire marshal approvals), enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the obligated party and delays caused by the other party, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

13. Gender. The gender of the wording throughout this AGREEMENT shall always be interpreted to mean either sex, and where the context requires, the plural of any word shall include the singular.

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

15. Immunities and defenses.

- a. By entering into this AGREEMENT, the PARTIES do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of the PARTIES, and nothing contained herein shall ever be construed as a waiver of sovereign, statutory or official immunity by the CITY with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.
- b. No employee of CITY, or any councilmember or agent of CITY, shall be personally responsible for any liability arising under or growing out of this AGREEMENT.

16. Mutual Assistance. CITY and DEVELOPER will do all things reasonably necessary or appropriate to carry out the terms and provisions of this AGREEMENT and to aid and assist each other in carrying out such terms and provisions.

17. Notices. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, by messenger, by facsimile, or by reputable

overnight carrier, and shall be deemed delivered when received at the addresses of the PARTIES set forth below, or at such other address furnished in writing to the other PARTIES thereto:

If to Developer:

CV SCHERTZ TX BTR, LP
c/o Embrey
7600 Broadway, Suite 300
San Antonio, Texas 78209
Attention: Jeremy Williams

With a copy to:

Killen, Griffin & Farrimond, PLLC
10101 Reunion Place, Suite 250
San Antonio, Texas 78216
Attention: Ashley Farrimond

If to the City:

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

With copy to:

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

18. Ordinance Applicability. The signatories hereto shall be subject to all ordinances of CITY, whether now existing or in the future arising provided however no ordinance shall reduce or diminish the contractual obligations contained herein. This AGREEMENT shall confer no vested rights on the Project unless specifically enumerated herein.

19. Severability. In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under the present or future laws, then, and in that event, it is the intention of the PARTIES hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the PARTIES to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this AGREEMENT which is legal,

valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

EXECUTED in duplicate originals to be effective as of the date of the last signature below (the “**Effective Date**”).

Signature Pages to Follow

This Roadway Capital Recovery Offset Agreement has been executed by the PARTIES as of the dates of the Acknowledgments to be effective as of the Effective Date.

DEVELOPER:

CV SCHERTZ TX BTR, LP,
a Texas limited partnership

By: CV Schertz BTR GP, LLC,
a Texas limited liability company,
its General Partner

By: _____
Name: Sara Hanback
Title: Vice President of Finance

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of _____, 2024
by Sara Hanback, Vice President of Finance, CV Schertz BTR GP, LLC, General
Partner, CV SCHERTZ TX BTR, LP.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: _____

City:

CITY OF SCHERTZ,
a Texas municipal corporation

By: _____

Name: Steve Williams, City Manager

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the ____ day of _____, 2024 by Steve Williams, City Manager of the City of Schertz, Texas, a Texas municipal corporation, on behalf of said City.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: _____



Roadway Improvements:

- Extension of Ripps Kreusler Road
- 8' wide sidewalk along Ripps Kreusler Road
- Intersection Plans at Cibolo Valley Drive and Ripps Kreusler Road (Traffic Signalization)
- Intersection Plans for Ripps Kreusler Road and other driveway(s)
- IH-35 Deceleration Lane

EXHIBIT “C”

Roadway Capital Recovery Fees Calculation

CITY COUNCIL MEMORANDUM

City Council Meeting: February 20, 2024
Department: Executive Team
Subject: Resolution 24-R-14 - Authorizing a Pole Attachment License Agreement with Guadalupe Valley Electric Cooperative, Inc. (GVEC). (S.Williams/B.James)

BACKGROUND

In March of 2022, The City entered into a License Agreement for Joint Use of Poles with GVEC. GVEC recently informed the City, along with all entities that have overhead lines attached to its poles, that they are updating the agreement (the 2022 agreement allows either part to terminate the agreement with 30 days notice). The fee for attaching overhead lines to poles is increasing from \$7.50 per pole per year to \$17.81 per pole per year. The City currently has overhead lines attached to 89 poles. The new agreement also provides updated terms regarding obligations, payment provisions, indemnifications, etc. The agreement runs indefinitely unless 6 months notice of termination is provided by either party.

GOAL

Ensure the City can continue to locate overhead lines on GVEC poles so as to continue to provide core services.

COMMUNITY BENEFIT

Provide essential services to ensure a high quality of life and a safe community.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 24-R-14 authorizing the City to enter into a new Pole Attachment Agreement with GVEC.

FISCAL IMPACT

Based on the current 89 poles and the new amount of \$17.81 the annual cost would be \$1,585.09. This is approximately \$900 more than under the current agreement. That being said, after speaking with GVEC the intent is to not actually charge the City as has been their past practice.

RECOMMENDATION

Approval of Resolution 24-R-14.

Attachments

Resolution 24-R-14 with attachment

RESOLUTION NO. 24-R-14

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING ENTERING INTO A POLE ATTACHMENT LICENSE AGREEMENT WITH GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC. (GVEC).

WHEREAS, the City of Schertz entered into a Joint Use Pole Agreement with Guadalupe Valley Electrical Cooperative, Inc. (GVEC) in 2002; and

WHEREAS, the City of Schertz has overhead utilities located on 89 GVEC poles as authorized under this agreement; and

WHEREAS, GVEC informed the City that they were providing notice to terminate the current agreement and providing an updated Pole Attachment License Agreement; and

WHEREAS, in order to ensure essential services, provide for a safe community and high quality of life, it is necessary for the City to continue to be able to locate overhead lines on GVEC Poles.

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

Section 1. The City Council hereby authorizes entering into a Pole Attachment Licenser Agreement with GVEC as per the Attached 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 ____ day of _____, 2024.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit "A"

GVEC Pole Attachment License Agreement

LICENSE AGREEMENT

This **LICENSE AGREEMENT** ("Agreement") is made and entered into this ____ day of _____, ____ ("Effective Date") by and between Guadalupe Valley Electric Cooperative, Inc., a rural electric cooperative ("Licensor"), and _____ ("Licensee"). Licensor and Licensee may be referred to hereafter individually as a "Party" and collectively as the "Parties." The attached Terms and Conditions and all associated Exhibits are incorporated herein and made a part hereof by this reference.

Notices. The addresses and electronic mail addresses of the Parties to which any notice, request, consent, demand, designation, approval or statement required to be made to either Party by the other are as follows:

(a) **Licensor:**

GVEC-Joint Use
6400 IH 10 West
Seguin, Texas 78155
email: jointuse@gvec.org

(b) **Licensee:**

Term of Agreement. The term of this Agreement is from the Effective Date until _____ (if not lawfully terminated sooner), and thereafter from year to year, unless terminated by either Party by giving notice of its intention to terminate at least six months prior to the end of any period.

Applicable Law. This Agreement is deemed executed in the State of Texas and shall be construed under the laws of the State of Texas, without regard to its conflict of laws principles. Any legal action regarding enforcement of this Agreement shall be commenced and heard in state court in Gonzales County, Texas ("Court"), and the Parties consent and submit to the jurisdiction and venue of the Court.

Responsible Person. The addresses and electronic mail addresses of the Parties who are familiar with the terms of this Agreement and who may be contacted by the other Party to address contract compliance issues are as follows:

(a) **Licensor:**

GVEC Joint Use
6400 IH 10 West
Seguin, Texas 78155
email: jointuse@gvec.org

(b) **Licensee:**

Licensee shall update the address and electronic mail address of its responsible person as that person changes.

Fees

Pole Attachment Rental Fee. \$17.87 per Attached Pole per year.

Amount of the Security Instrument. See Section 7.5

Unauthorized Attachment Fee. Two times the current Pole Attachment Rental Fee for every year the Unauthorized Attachment exists (or if the attachment date cannot be established then five years), plus \$100.

Safety Violation Fee. \$200

IN WITNESS WHEREOF, the Parties, each in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first above-written; *provided, however*, that this Agreement shall not become effective as to either Party until executed by both Parties.

LICENSOR

By: _____
(Signature)
Title: _____
Print Name: _____
Date: _____

LICENSEE

By: _____
(Signature)
Title: _____
Print Name: _____
Date: _____

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TERMS AND CONDITIONS

1. DEFINITIONS

The following definitions shall apply to this Agreement. Capitalized terms not defined herein shall have the meaning otherwise set forth in the Agreement.

1.1. Application. The Pole Attachment Application Form attached hereto at Exhibit 1.1 that must be completed by Licensee and approved by Licensors in writing before Licensee may attach to or make use of any of Licensors's Poles under this Agreement.

1.2. Application Processing Fee. The fee that Licensee must pay to reimburse Licensors for the administrative Costs incurred by Licensors in processing Licensee's Application.

1.3. Attached Pole. A Pole owned or maintained by Licensors that contains at least one attachment by an entity other than Licensors.

1.4. Attachment. Each affixation of Licensee's cables (including for example and without limitation coaxial cables, copper cables, and fiber cables), lines, strands, wires and/or associated apparatus, appurtenances and equipment, to Licensors's Poles.

1.5. Authorization. Licensors's grant of authority to Licensee to affix Attachments to Licensors's Poles in accordance with the terms of this Agreement.

1.6. Business Day. All days except Saturday, Sunday and officially recognized Federal legal holidays.

1.7. Control. With respect to any entity, the possession, directly or indirectly, of: (a) 50% or more of its ownership interests; or (b) the power to direct or cause the direction of management and policy, whether through the ownership of voting securities, partnership interests, by contract or otherwise.

1.8. Cost. A Party's "Cost" may include the costs of materials, labor, engineering, supervision and allocated overhead but without markup for profit or margin, which costs shall be determined using the regular and customary methods of such Party and shall be consistent with generally accepted accounting principles. Such costs may include, by way of example and without limitation: (a) external contractor or subcontractor labor costs and professional fees; (b) other costs and out-of-pocket expenses charged on a pass-through basis (e.g., equipment, materials, supplies or contract services); and (c) internal labor and material costs.

1.9. Default. When either Party: (i) fails to perform any of its covenants or obligations set forth in this Agreement, (ii) makes any representation or warranty in this Agreement that is untrue or incorrect, (iii) files a bankruptcy petition in any bankruptcy court proceeding, or (iv) admits in writing its inability to pay its debts when due or its intention not to comply with any requirement of this Agreement.

1.10. Imposition Cost. All Costs, including but not limited to the Cost of materials and equipment, fully loaded direct and indirect labor, engineering, supervision and overhead, associated with performance by Licensor or its contractors and subcontractors of certain tasks as specified in this Agreement, plus an additional 25%.

1.11. Licensee's Service Area. The area in which Licensee does or plans to provide its Services, as shown on Exhibit 1.11 attached hereto.

1.12. Licensor Practices. Licensor's rules and practices for Attachments as set forth in Exhibit 1.12 attached hereto.

1.13. Make Ready Costs. All Costs necessary for Licensor to prepare its Poles for Licensee's Attachments, including the Costs of materials, labor, engineering, supervision, overhead, and a share of Tree Trimming Costs (as calculated in Section 6.5). Engineering includes, without limitation, design, proper conductor spacing and bonding, calculations to determine proper ground clearances and pole down guy and anchor strength requirements for horizontal and transverse loading, and compliance with all applicable requirements in Section 4.4 hereto. Also included among "Make Ready Costs" are the Costs of installing or changing out primary poles, secondary poles and Service Poles, including the Cost of installation and/or removal of guys, anchors, stub poles, materials and equipment, temporary construction and all other construction in accordance with the technical requirements and specifications of Section 4.4.

1.14. Make Ready Estimate. The estimate prepared by Licensor for all Make Ready Work that may be required by Licensor to accommodate Licensor's Poles for attachment by Licensee, in the form set forth in Exhibit 1.1.

1.15. Make Ready Work. All work required by Licensor to ensure Licensor's Poles have adequate space and strength to accommodate Licensee's proposed Attachment.

1.16. Overlashing. The practice whereby a service provider physically ties or otherwise attaches new wiring to wiring that already has been affixed to a Pole.

1.17. Pole. A wood, concrete, fiberglass or metal pole which is owned by Licensor bearing electric distribution lines.

1.18. Pole Attachment Rental Fee. The annual amount per Pole that Licensee must pay to Licensor pursuant to this Agreement in order to affix each Attachment to Licensor's Poles.

1.19. Required Authorizations. All legally required authorizations that Licensee must obtain from federal, state, county or municipal authorities, public or private landowners, or other third parties, to erect, operate and maintain its Attachments, and to provide the Services, including all required franchises, consents, easements, and certificates of convenience and necessity.

1.20. Security Instrument. A performance bond or its equivalent (*e.g.*, irrevocable letter of credit) to be used by Licensee to guarantee Licensee's payment in full of all amounts which may be payable to Licensor under this Agreement.

1.21. Service Drop. A communications wire extending from Licensee's main line distribution cable, or from a tap or splitter at the termination of Licensee's main line distribution network, which is used to provide service to a single customer, building or location. The term "Service Drop" does not include any messenger cable or strand that supports a coaxial, copper or fiber cable or wire.

1.22. Service Pole. An ancillary pole necessary to extend service from a mainline distribution Pole to an individual customer(s).

1.23. Services. Cable television, telecommunications, Internet, data transmission or other similar services or combination of services provided by Licensee, plus any other service that Licensee is authorized, franchised, or licensed to provide.

1.24. Term. The period during which this Agreement remains in effect.

1.25. Tree Trimming. Any clearing or reclearing of existing rights-of-way or easements and any tree or brush trimming necessary for the establishment and maintenance of Attachments, as determined by Licensor in its sole judgment.

1.26. Unauthorized Attachment. Any affixation of any Licensee facility of any nature to any property of Licensor, including Poles, that has not been authorized by Licensor as required by this Agreement. Unauthorized Attachments may include facilities affixed to Licensor's property prior to the Effective Date of this Agreement.

1.27. Unauthorized Attachment Fee. The fee to be paid by Licensee for each Unauthorized Attachment.

2. PURPOSE

The purpose of this Agreement is to allow Licensee to install and maintain Attachments on Licensor's electric distribution and fiber Poles in Licensee's Service Area for the limited purpose of providing Licensee's Services.

This Agreement does not authorize Licensee to install any facilities on transmission poles or towers, including transmission poles or towers with distribution underbuild.

This Agreement does not authorize Licensee to install any wireless antennas or associated apparatus on Licensor's Poles or on Attachments affixed to Licensor's Poles. A separate agreement is required for such installations.

The Authorization granted to Licensee hereunder with respect to any Pole shall be non-exclusive in that Licensor reserves the right to use any and all such Poles for any lawful purpose of business or to grant any other person or entity the right to use any or all Poles for any lawful purpose.

3. LICENSOR OBLIGATIONS

3.1. Quiet Enjoyment. Subject to the terms and conditions of this Agreement, and throughout the Term of this Agreement, Licensor shall not intentionally disturb Licensee's authorized Attachments, except as such disturbance may be necessary in an emergency or natural disaster situation, provided that Licensee is performing in accordance with all terms and conditions of this Agreement.

3.2. Access to Poles; Easements. Each Party shall be responsible for obtaining its own rights-of-way and easements. LICENSOR DOES NOT REPRESENT OR WARRANT THAT ANY OF ITS RIGHTS-OF-WAY OR EASEMENTS ENTITLE LICENSEE TO ACCESS THE PROPERTY UNDERLYING LICENSOR'S POLES. Licensor shall not be liable should Licensee at any time be prevented from placing or maintaining its Attachments on Licensor's Poles because Licensee failed to obtain appropriate rights-of-way or easements. Licensor may require Licensee to demonstrate that it has secured its own rights-of-way or easements prior to authorizing any Attachments. If such a requirement is imposed, the time for Licensor to respond to Licensee's Application shall be tolled pending Licensee's response. Consistent with the terms and conditions of this Agreement, Licensor shall permit Licensee access to Licensor's Poles and related overhead and other easements. Further, Licensee's use of the overhead or other easements is contingent on, and may be prevented or otherwise constrained by, the extent to which such use is permissible under applicable contracts and instruments between Licensor and other entities, and under federal, state and local laws and regulations. THIS AGREEMENT APPLIES ONLY TO DISTRIBUTION POLES AND DOES NOT PERMIT ACCESS OR AFFIXING OF ATTACHMENTS TO TRANSMISSION POLES, TRANSMISSION TOWERS, OR OTHER PROPERTY OF LICENSOR, REGARDLESS OF WHETHER THEY BEAR ELECTRIC DISTRIBUTION LINES.

3.3. Maintenance of Attached Poles. At its own expense, Licensor shall maintain the Attached Poles, and replace, reinforce or repair such poles as Licensor becomes aware that they are defective, in Licensor's sole judgment.

4. LICENSEE OBLIGATIONS

4.1. Use of Attachments. Licensee shall use the Attachments solely to provide the Services.

4.2. Licensee Service Area. Licensee shall identify the Licensee Service Area using Exhibit 1.11.

4.3. Compliance with Applicable Rules. Licensee shall comply with all federal, state, and local rules, regulations and ordinances and all technical rules and specifications applicable to Licensee's affixation of Attachments to Licensor's Poles as authorized herein.

4.4. Technical Requirements and Specifications.

- (a) At its own expense, Licensee shall erect, install, and maintain its Attachments in safe condition and good repair in accordance with all applicable technical requirements and specifications, including, but not limited to:
 - (i) requirements and specifications of the National Electrical Safety Code ("NESC"), the National Electrical Code ("NEC"), the Occupational Safety and Health Act ("OSHA") and Rural Utilities Service ("RUS"), and to the extent such requirements or specifications may conflict, then the most stringent of the NESC, NEC, OSHA or RUS requirements and specifications;
 - (ii) any amendments or revisions of, or successor(s) to, the requirements and specifications of the NESC, NEC, OSHA, and RUS;
 - (iii) the Licensor Practices set forth in Exhibit 1.12; and
 - (iv) any current or future rules or orders of any federal, state or local authority having jurisdiction.

- (b) Licensee shall bring into conformity as soon as practical following notice by Licensor, any existing Attachments of Licensee that do not conform to the technical requirements and specifications listed in this section. Such Licensee correction shall occur no later than thirty (30) days of notification of such nonconformance, unless in Licensor's sole judgment safety considerations require Licensee to take corrective action within a shorter period. In the event that Licensee fails to comply with this requirement, Licensor in its sole discretion may elect to bring such Attachments into compliance and Licensee shall reimburse Licensor for all Imposition Costs related thereto. Licensor shall not be liable for any loss or damage to Licensee's facilities which may result, and Licensee shall be responsible for any additional damages resulting from its failure to act in a timely manner in accordance with these requirements. Failure by Licensor to inspect Licensee's conformance to the technical requirements and specifications listed in this section or to take action on its own to bring such Attachments into compliance shall not cause Licensor to be liable for any loss or injury resulting from such failure of conformance and shall not relieve Licensee of its obligations of indemnification hereunder.
- (c) The Licensor Practices may be amended from time to time by Licensor as necessary in its sole discretion to promote the safe and efficient operation of its electric distribution system, including the Poles, without resort to the provisions of Section 20 (Modifications), and Licensee agrees to be bound by any such amendment. In the event that Licensor amends the Licensor Practices set forth in Exhibit 1.12, Licensee shall make all required modifications within thirty (30) days after receipt of notice thereof from Licensor.

4.5. Assumption of Risk. Licensee expressly assumes responsibility for determining the condition of all poles to be climbed by its employees, agents, contractors or subcontractors, or that are in the vicinity of where Licensee's employees, agents, contractors or subcontractors may be working. Licensee assumes all risks related to the construction, operation and maintenance of its Attachments, except as to those that may be caused by the gross negligence or willful misconduct of Licensor.

4.6. Safety Precautions. Licensee shall take all steps necessary to protect persons and property against injury or damage that may result from the presence, installation, use, maintenance or operation of Licensee's Attachments. Should any such injury or damage occur despite such steps, Licensee shall promptly notify Licensor within 24 hours of such injury or damage. At Licensor's option, Licensee shall promptly (within 15 days or within 30 days of invoice, as appropriate) either (i) repair such damage, or (ii) compensate Licensor for the Cost of repairing any such damage, and shall indemnify Licensor as provided in Section 14.1.

4.7. Interference Precautions. Licensee will operate its Attachments in a manner that will not cause or create interference: (i) with Licensor's existing or proposed communications or electric distribution or transmission operations; (ii) with the equipment of attaching entities whose facilities were attached to the Pole prior to Licensee's authorized use of the Pole ("pre-existing attachers"); or (iii) between the equipment of Licensor or any pre-existing attacher. Licensee shall cooperate in any investigation into, and the resolution of, any such interference. Licensor in its discretion may cause an independent third-party interference analysis to be conducted and require the entity found to be interfering improperly to correct the interference or to cease all operations. Licensee shall cooperate with, and comply with the determination and recommendations of, such third-party analysis. If Licensee is found to be interfering with Licensor or a pre-existing attacher, Licensee will pay the reasonable Costs associated with the analysis. If Licensor or the third party analysis determines that Licensee's equipment and/or operations are interfering with Licensor's equipment and/or operations, or the equipment and/or

operations of a pre-existing attacher, then Licensee will use best efforts to immediately correct the interference even if Licensee is operating in full compliance with applicable Federal, State or local regulations. If Licensee fails to correct such interference within fifteen (15) days after receipt of notice from Licensor, Licensor may terminate the Authorization for the Poles in question on fifteen (15) days additional notice and Licensee will promptly remove its Attachments from the Poles.

4.8. Qualifications of Employees, Agents and Contractors. Licensee shall ensure that all employees, agents and contractors of Licensee used to install or maintain the Attachments either (i) have been certified or trained by an entity acceptable to Licensor to work in the vicinity of electric distribution poles or (ii) have received training with respect to work on electric distribution poles that is in Licensor's sole judgment at least as extensive as the training received by Licensor's employees performing similar work. Licensee shall produce proof of such certification or training upon Licensor's request.

4.9. Identification Markers.

- (a) Licensee shall place and maintain permanent identification markers at every fourth Pole on each of its Attachments to such Poles prior to affixing it to Licensor's Poles. All identification markers must be located at or near the point where such Attachments are affixed to each Pole, and must:
 - (i) be non-metallic;
 - (ii) be of a distinctive and uniform design;
 - (iii) include an alphanumeric code as specified by Licensor;
 - (iv) be legible, clearly visible and recognizable from the ground by a person having normal vision; and
 - (v) not show Licensee's name or insignia, unless prior consent of Licensor is obtained and it is made clear that Licensee is not the owner of the pole.
- (b) Licensee shall be responsible for periodically inspecting its Attachments to ensure they have permanent identification markers. Should Licensor encounter any of Licensee's Attachments without permanent identification markers, Licensor may notify Licensee provided that Licensor can identify the Attachments as belonging to Licensee. Licensee shall have thirty (30) days from the date of notice to place such permanent identification markers on those Attachments. If the markers are not placed within thirty (30) days, then Licensor may remove such Attachments without incurring any liability to Licensee, and Licensee shall reimburse Licensor for the Imposition Cost of such removal.

4.10. Notification of Attachments. Licensee shall notify Licensor upon Licensor's request of the precise location and total number of Licensee's Attachments.

4.11. Accommodation of New Attachers. Licensee must rearrange or transfer its Attachments to accommodate new attachers in a manner consistent with the technical requirements and specifications of Section 4.4.

5. **MUTUAL OBLIGATIONS**

5.1. Protection of Facilities. Each Party shall take all precautions as are reasonably necessary to avoid damaging the facilities of the other.

5.2. Responsible Persons. Each Party shall identify one or more persons who shall be responsible for receiving notices and other correspondence from the other Party, and who shall be familiar with the terms of this Agreement and may be contacted by the other Party to address contract compliance issues. Each Party shall notify the other within seven (7) days if the person(s) responsible for receiving notices or addressing contract compliance issues has changed, and identify within that period the name of the new contact person(s).

5.3. Instruction of Employees and Contractors. Licensee shall provide instruction to ensure that every employee, contractor, subcontractor and agent who may perform work for Licensee under this Agreement is familiar with all relevant terms and conditions of the Agreement, including the Technical Requirements and Specifications identified in Section 4.4(a) and the Licensor Practices identified in Exhibit 1.12.

6. ESTABLISHING ATTACHMENT TO POLES

6.1. Pole Attachment Application. Before Licensee may affix any attachments to or make use of any of Licensor's Poles under this Agreement, Licensee shall (a) submit to Licensor an Application requesting Licensor's permission to attach to or make use of each such pole, including all of the information required to be part of the Application; (b) receive written approval from Licensor authorizing the attachment to or use of each such pole; and (c) comply with all procedures set forth in this section. Licensee's failure to request and receive Licensor's permission as described herein will subject each Unauthorized Attachment to an Unauthorized Attachment Fee.

6.2. Application Processing and Fees. To cover the administrative Costs incurred by Licensor in processing Licensee's Application, Licensee shall pay to Licensor the Application Processing Fee. Licensee must in addition pay the Cost of performing all survey, engineering and design work necessary to prepare the Make Ready Estimate, which Licensor may charge for in advance or after the work is completed. Licensee shall pay Licensor's Cost to double check information submitted as part of the application, including the pole loading analysis. If Licensee's pole loading analysis is insufficient, Licensee shall resubmit another pole loading analysis or may hire Licensor's contractor to perform such analysis. Licensee shall pay for Licensor to perform post-construction inspection(s) to verify Licensee's Attachments were installed properly and for Licensor to catalog such new Attachments. A more detailed list of such Application processing tasks to be conducted by Licensor is attached hereto at Exhibit 6.2.

6.3. Decision Regarding Application. If in the sole judgment of Licensor attachment to Licensor's Poles as proposed in the Application is undesirable or impracticable based on the technical requirements and specifications of Section 4.4, or because of other capacity, safety, reliability or engineering concerns, including Licensor's current or future need for such space, Licensor may reject all or part of the Application or limit the number and character of Attachments on any Pole. Licensor shall notify Licensee in writing whether the Application is approved, approved with modifications, or rejected.

6.4. Make Ready Estimate.

- (a) Licensor shall, on the basis of the Application and associated construction plans and drawings, submit to Licensee a Make Ready Estimate (based on Licensor's method of computing Costs, which shall follow generally accepted accounting principles) for all Make Ready Work which may be required for each Pole, including an estimated completion date for such Make Ready Work.

- (b) Following notice pursuant to Exhibit 1.1 attached hereto that the Make Ready Estimate has been accepted by Licensee, and upon payment of the Make Ready Estimate, Licensor shall proceed with the Make Ready Work covered by the Make Ready Estimate. Nothing shall preclude the Parties from making other mutually agreeable arrangements for contracting for or otherwise accomplishing the necessary Make Ready Work. Upon completion of all Make Ready Work, Licensor shall notify Licensee that the Make Ready Work has been completed.
- (c) Upon completion of the Make Ready Work, Licensee shall obtain Authorization to use the Poles and to make Attachments in accordance with the terms of this Agreement.

6.5. Tree Trimming. Tree Trimming shall be performed by Licensor in its sole judgment. Licensee shall pay for a proportional share of the Cost, including associated administrative Costs, of any such Tree Trimming.

6.6. Overlashing.

- (a) Any proposed Overlashing by Licensee shall constitute a separate Attachment subject to the Application process and all other provisions of this Agreement.
- (b) Licensee shall not allow third party Overlashing without Licensor's prior approval.

6.7. Service Drops.

- (a) A Service Drop may use an existing approved Attachment to a mainline distribution Pole, and may use new Attachment(s) to one or more Service Pole(s), or both, but cannot extend along or attach to more than one (1) Licensor mainline distribution Pole.
- (b) Licensee need not apply for and obtain Authorization in advance for installing (i) an Attachment to a Service Pole, or (ii) a Service Drop from an existing Attachment, or from the cables, strands, wires and associated apparatus of an existing Attachment. However, Licensee shall apply for Authorization to attach to Service Poles and to install Service Drops within 30 days following the last calendar day of the month such Attachment or Service Drop is made. Such Applications shall follow the attachment application process specified in this Section 6. To the extent Licensee fails to apply for such Authorization, such Attachments and Service Drops shall be deemed Unauthorized Attachments.

7. PAYMENT PROVISIONS

7.1. Pole Attachment Rental Fee. The annual rental period covered by this Agreement shall be the calendar year period beginning on January 1 of each year that this Agreement is in effect. Licensor shall invoice Licensee for the Pole Attachment Rental Fee after the end of the annual rental period. The Pole Attachment Rental Fee for each period shall be based on the number of Attachments on Licensor's Poles as of the day preceding the annual rental period. For Attachments that are authorized during any part of the annual rental period, the Pole Attachment Rental Fee will be assessed for the entire annual rental period. Licensor may invoice Licensee for Attachments authorized during the annual rental period at any time after the Application for such Attachments is approved.

7.2. Payment Period. All amounts payable under this Agreement shall be due within thirty (30) days of the date of invoice. Interest shall be charged at the rate of 1.5% or the maximum amount allowed by law on the unpaid balance of delinquent bills for each month or part thereof that any bill remains unpaid.

7.3. Contractor Invoices. With the exception of Make Ready Work and the Pole Attachment Rental Fee, Licensor may empower its contractor to invoice Licensee directly for certain amounts payable under this Agreement for work that the contractor performs on Licensor's behalf. Licensee shall pay such invoices directly to the contractor in order to satisfy such amount payable. In such event, if the work being performed by the contractor is work that is subject to an Imposition Cost, Licensor may bill separately for the additional 25% Imposition Cost charge.

7.4. CPI Increases. Licensor in its sole discretion may increase all fees that are due and payable under this Agreement effective on each annual anniversary date of the Effective Date to reflect either the increase in the Consumer Price Index for All Urban Consumers that have occurred since the Effective Date, or two percent (2%) per year since the Effective Date, whichever is greater. Licensor shall provide notice to Licensee by November 15th for such fee increases which will be effective the following January 1.

7.5. Security. Unless provided by Licensor in writing to the contrary, Licensee shall furnish a bond or satisfactory letter of credit, the terms of which shall be subject to Licensor's approval, in the amount listed below to guarantee the payment of any sums which may become due Licensor under this Agreement (including the removal of Attachments upon the termination of this Agreement or as otherwise specified herein), or for any expense that may be incurred by Licensor because of any default of Licensee. Effective January 1 of any year, Licensor may require Licensee to increase the amount of the bond or letter of credit consistent with the amounts listed below to reflect any increase in the number of Poles to which Licensee is attached. All bonds or letter of credit must specify that Licensor be notified thirty days prior to the expiration or cancellation of the underlying instrument and shall allow for direct payment to Licensor from such bond or letter of credit of any outstanding amounts due by Licensee under this Agreement upon default by Licensee of the terms of this Agreement. Licensee is obligated to maintain the security in the full required amount for the term of the Agreement. The amount of the bond or other financial security shall not operate as a limitation upon the obligations or liability of Licensee.

Poles	Security Amount
1-50	\$5,000.00
51-250	\$25,000.00
251-500	\$50,000.00
501-2,000	\$200,000.00
2,001-3,000	\$300,000.00
3,001+	\$400,000.00

8. INSPECTIONS

8.1. Right to Conduct. Licensor may conduct inspections of Licensee's Attachments from time to time as necessary in Licensor's sole judgment to determine whether Licensee's Attachments meet the technical requirements and specifications listed in Section 4.4. If practicable, as determined in Licensor's sole judgment, Licensor shall provide three (3) business days notice of such inspections to Licensee, and Licensee shall have the right to be present at and observe any such inspections. Such inspections may be conducted no more frequently than once every year, unless Licensor determines that more frequent inspections are necessary for reasons involving safety of persons

or protection of property. Licensee shall reimburse Licensor for all Costs of conducting inspections to the extent such expenses are attributable to Licensee's Attachments.

8.2. Safety Violations. If during inspection or otherwise Licensor determines that any of Licensee's Attachments do not conform with the technical requirements and specifications listed in Section 4.4, Licensee shall, upon notice by Licensor, pay a Safety Violation Fee for each such violation, and shall correct such nonconformance within thirty (30) days of notification of such nonconformance, unless in Licensor's sole judgment safety considerations require Licensee to take corrective action within a shorter period. Should Licensee fail to take all steps necessary to comply with this requirement, or if safety considerations so require, Licensor may elect to do such work itself, and Licensee shall reimburse Licensor for all Imposition Costs incurred by Licensor. Licensor shall not be liable for any loss or damage to Licensee's facilities which may result, and Licensee shall be responsible for any additional damages resulting from its failure to act in a timely manner in accordance with these requirements.

9. AUDITS

9.1. Right to Conduct Audits. Licensor may conduct an audit of Licensee's Attachments to verify the number of Licensee's Attachments. Any such audit may be conducted no more frequently than once every three (3) years, unless Licensor in good faith believes that Licensee's reported number of Attachments is inaccurate, in which case Licensor may audit as frequently as is necessary in its sole discretion. Licensor must provide thirty (30) days notice of any such audit so that Licensee may be present and observe such audit. Licensee shall reimburse Licensor for its proportionate share of all Costs of conducting audits. For example, if Licensor conducts an audit of every Pole Licensor owns, then Licensee shall pay a percentage of those Costs of conducting the full audit based upon a fraction, the numerator of which is the number of Licensee Contacts, and the denominator of which is the sum of all Contacts by all non-Licensor attachers, except that Licensor shall be deemed to have a Contact on any Pole to which Licensor has installed fiber to be used for retail broadband service. The number of "Contacts" is determined by identifying all attachments on all Licensor Poles, except that if an attaching entity has more than one attachment on a single pole, the attaching entity will be deemed to have only a single Contact on that Pole.

9.2. Challenge to Audit. Licensee shall have sixty (60) days within which to dispute the findings of such an audit by providing written notice and supporting documentation to Licensor. If no notice or supporting documentation is provided within that period, the audit results shall be deemed conclusive.

9.3. Licensee Attachment Records. Licensee shall at times create and maintain full and complete form plats, maps and records showing the exact location of all Licensee facilities and equipment attached to Licensor's Poles.

9.4. Licensee Contract Obligations. No audit, or lack thereof, shall relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement.

10. UNAUTHORIZED ATTACHMENTS

10.1. Unauthorized Attachment Fee. Licensee shall pay to Licensor an Unauthorized Attachment Fee within thirty (30) days of notification of each Unauthorized Attachment. In its discretion, Licensor may require that such Unauthorized Attachment be removed by Licensee, or Licensor itself may remove the Unauthorized Attachment without liability, at Licensee's Imposition Cost expense. If the Unauthorized Attachment is not so removed, Licensee shall submit an Application for

such Attachment, which shall be processed as if the Attachment were not already affixed to the Pole, and Licensee shall pay for any Make-Ready Work and other charges required to process the Application and accommodate such Attachment. The Unauthorized Attachment Fee shall be in addition to any and all other applicable fees, including without limitation, Pole Attachment Rental Fees due and payable for the current year and all prior years in which the Unauthorized Attachment existed. If it cannot be determined when such Unauthorized Attachment was attached, it shall be presumed to have been attached right after the last audit was conducted or five years, whichever is less. Nothing herein shall act to limit any other remedies, including a remedy for trespass, that may be available to Licensor as a result of any Unauthorized Attachment.

10.2. Licensor Failure to Act. No act or failure to act by Licensor with regard to any Unauthorized Attachment shall be deemed to ratify or license the Unauthorized Attachment. If an Application for such attachment is subsequently approved, such approval shall not operate retroactively to constitute a waiver by Licensor of any of its rights under this Agreement regarding the Unauthorized Attachment, and Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement from its inception with regard to any such Unauthorized Attachment.

11. REPLACEMENT AND RELOCATION OF POLES; REARRANGEMENT OF FACILITIES

11.1. Replacement or Relocation of Poles. Except in an emergency involving safety of persons or protection of property, as determined by Licensor in its sole judgment, Licensor shall provide twenty (20) days notice to Licensee whenever Licensor intends to replace or relocate an Attached Pole, specifying the poles involved and the time of such proposed replacement or relocation. Notwithstanding the foregoing, if a government authority or private landowner requires relocation in less than twenty (20) days, the notice provided by Licensor shall be reduced accordingly. Licensee may, at the time so specified, transfer its Attachments to the new or relocated Attached Pole. Should Licensee fail to transfer its Attachments at the time specified for such transfer, Licensor may elect to transfer Licensee's Attachments, and Licensee shall reimburse Licensor for all Imposition Costs of such transfer, and Licensor shall not be liable for any loss or damage to Licensee's facilities which may result. Licensee shall be responsible for any additional damages resulting from its failure to transfer its Attachments.

11.2. Replacement Costs. If Licensor determines that a Pole needs replacement in order to accommodate Licensee's proposed Attachments and agrees to such expansion of capacity with a taller or stronger pole, then Licensor may do so with Licensee's consent and Licensee will bear the expense of such replacement.

11.3. Vacating Pole Space. In the event it becomes necessary for Licensor, Licensor's subsidiary or affiliate or any other entity in which Licensor holds an interest, or another utility with whom Licensor has a prior agreement for pole attachments, to use the space on a Pole occupied or to be occupied by Licensee's Attachments, Licensee shall, upon receipt of twenty (20) days notice, either (a) vacate the space by removing its Attachments at its own expense, or (b) if Licensor agrees to replace the pole with a larger pole that can accommodate Licensee's Attachments, bear the expense of such replacement and transfer its Attachments to the new pole. Should Licensee fail within the 20-day notice period to vacate the space or arrange to have the pole replaced, Licensor may (x) remove Licensee's Attachments, or (y) replace the pole with a larger pole that can accommodate Licensee's Attachments at Licensee's Imposition Cost expense and transfer Licensee's Attachments.

11.4. Costs for Installation, Removal and Transfer of Licensee's Attachments.

Licensee shall be solely responsible for all Costs of installation, removal or transfer of its Attachments on, from or to Licensors' Poles.

11.5. Costs for Rearrangement or Transfer of Other Facilities. In any case where the facilities of Licensors and/or another attachers(s) are required to be rearranged on existing poles of Licensors, or transferred to replacement poles of Licensors, in order to accommodate Licensee's Attachments, Licensee shall reimburse Licensors and the other attacher(s) the total reasonable Costs incurred by Licensors or the other attacher(s) in rearranging or transferring such facilities to accommodate Licensee's Attachments.

11.6. Emergencies.

- (a) In an emergency involving safety of persons or protection of property, as determined by Licensors in its sole judgment, Licensors may, without prior notice to Licensee and at Licensee's sole risk and expense, temporarily replace, relocate, remove, modify or perform any other work in connection with Licensee's Attachments on any Pole. Licensors will use commercially reasonable efforts to notify Licensee in advance of any such replacement, relocation, removal, modification or other work, and to avoid disruption of service to Licensee's customers, but will have no liability with respect to any such disruption.
- (b) Licensee shall reimburse Licensors for the Costs that Licensors may incur for such emergency work. In such event, Licensors shall notify Licensee of both the Pole affected and the work performed.

12. ABANDONMENT OR REMOVAL OF ATTACHED POLES; COMPLIANCE WITH GOVERNMENT DIRECTIVES

12.1. Right to Abandon or Remove; Licensee Obligations. Upon thirty (30) days notice to Licensee, Licensors may in its sole discretion abandon or remove any Attached Pole. Within this 30-day period, Licensee shall remove its Attachments and may place its facilities underground if authorized to place its facilities underground, transfer its facilities to the nearest facilities owned by Licensors if authorized by Licensors, or take other action not inconsistent with this Agreement. If, at the expiration of the 30-day period, Licensors shall have no attachments on such pole but Licensee shall not have removed all of its Attachments, ownership of such pole shall transfer to Licensee at the sole option of Licensors. If Licensors elects to transfer ownership of such pole, Licensors shall provide Licensee with a record of that transfer using the "Transfer of Pole Ownership" form attached hereto at Exhibit 12.1. Licensee shall receive the pole "as is," and shall indemnify, defend and hold harmless Licensors from all obligation, liability, Cost, claim, damage, expense or charge related thereto or raised thereafter, including for Licensors' own negligence. Should Licensors elect to sell such pole, Licensee shall take title to the pole for all purposes. Because poles and related items may contain various hazardous chemicals or properties, Licensee shall comply with the terms and directions of the appropriate material safety data sheet and with state and federal law regarding the maintenance, replacement, and/or disposal of the pole. Licensors does not warrant, guarantee, or imply that such pole possesses sufficient mechanical strength as required by or for any use of Licensee. Licensors makes no representations or guarantees concerning any right to occupy the premises where the pole is currently located upon the removal of Licensors' facilities.

12.2. Governmental Requirement to Remove. In the event that the use of any Pole is or becomes lawfully forbidden by federal, state, county or municipal authorities or by owners of private

property, Licensor shall provide thirty (30) days notice to Licensee that the Authorization covering the use of such pole will be terminated, and that the Attachment(s) of Licensee must be removed from the affected pole at Licensee's expense. Notwithstanding the foregoing, if the federal, state, county or municipal authority, or private landowner requires discontinuance of the pole in less than thirty (30) days, the notice provided by Licensor shall be reduced accordingly.

12.3. Governmental Requirement to Shorten Pole. If a governmental authority requires Licensor to reduce the height of a Pole such that the continued presence of Licensee's Attachments would not comply with the requirements of this Agreement, then the Authorization covering Licensee's Attachments to the pole shall immediately terminate upon notice from Licensor, and Licensee shall remove its Attachments from the affected pole at its own expense by the date specified by Licensor.

12.4. Removal of Attachments. Licensee may at any time and in its sole discretion remove any of its Attachments from Licensor's Poles, but shall provide seven (7) business days notice of such removal to Licensor. Such notice shall fully identify, by pole number and location, the poles from which such Attachments are being removed. Licensee's obligations to make Pole Attachment Rental Fee payments shall continue until (i) Licensor receives such notice, and (ii) Licensee actually removes its Attachments. No refund of any rental fee will be due on account of such removal unless that removal is triggered by a Default of this Agreement by Licensor. Licensee shall immediately treat all affected poles with an industry-acceptable wood preservative, plug all holes left by such Attachments, and repair such facilities as reasonable and appropriate in Licensor's judgment.

13. REPRESENTATIONS, WARRANTIES AND COVENANTS

13.1. Common Representations. Each Party represents and warrants that: (a) it has full authority to enter into and perform this Agreement; (b) this Agreement does not conflict with any other document or agreement to which it is a party or is bound, and this Agreement is fully enforceable in accordance with its terms; (c) it is a legal entity duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was formed; (d) the execution and delivery of this Agreement and performance hereunder will not conflict with or violate or constitute a breach or default under its formation documents and will not violate any law, rule or regulation applicable to it; and (e) no consents need be obtained from any governmental agency or regulatory authority to allow it to execute, deliver and perform its obligations under this Agreement

13.2. Required Authorizations. Licensee represents and warrants that it has obtained all Required Authorizations, and covenants that it will maintain and comply with the Required Authorizations throughout the Term.

13.3. LIMITATIONS ON WARRANTIES. THERE ARE NO WARRANTIES UNDER THIS AGREEMENT EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH HEREIN. THE PARTIES SPECIFICALLY DISCLAIM AND EXCLUDE ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING THE CONDITION, SAFETY AND LONGEVITY OF LICENSOR'S POLES.

14. INDEMNIFICATION

14.1. LICENSEE INDEMNIFICATION. LICENSEE SHALL INDEMNIFY, PROTECT, SAVE HARMLESS AND INSURE LICENSOR, ITS OFFICERS, DIRECTORS,

EMPLOYEES AND MEMBERS, FROM AND AGAINST ANY AND ALL CLAIMS AND DEMANDS FOR, OR LITIGATION WITH RESPECT TO, SERVICE INTERRUPTIONS, DAMAGES TO PROPERTY AND FOR INJURY OR DEATH TO PERSONS, INCLUDING PAYMENTS MADE UNDER ANY WORKER'S COMPENSATION LAW OR UNDER ANY PLAN FOR EMPLOYEE DISABILITY AND DEATH BENEFITS AND INCLUDING ALL EXPENSES INCURRED IN DEFENDING AGAINST ANY SUCH CLAIMS OR DEMANDS, OR OTHER DAMAGES WHICH MAY ARISE OUT OF, OR BE CAUSED BY LICENSEE OR ITS AGENTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS WITH RESPECT TO, THE ERECTION, OPERATION, MAINTENANCE, PRESENCE, USE, REPAIR, REARRANGEMENT OR REMOVAL OF LICENSEE'S ATTACHMENTS OR UNAUTHORIZED ATTACHMENTS, LICENSEE'S REARRANGEMENT, MODIFICATION OR TRANSFER OF THE FACILITIES OF ANOTHER ATTACHER, OR THE PROXIMITY OF LICENSEE, ITS AGENTS AND EMPLOYEES ON OR IN THE VICINITY OF LICENSOR'S POLES. THIS INDEMNITY SHALL ALSO APPLY TO CLAIMS, DEMANDS, LITIGATION OR OTHER DAMAGES CAUSED BY LICENSOR'S NEGLIGENCE.

14.2. LICENSOR INDEMNIFICATION. LICENSOR SHALL INDEMNIFY, PROTECT, SAVE HARMLESS AND INSURE LICENSEE FROM AND AGAINST ANY AND ALL CLAIMS AND DEMANDS FOR, OR LITIGATION WITH RESPECT TO, DAMAGES TO PROPERTY, AND FOR INJURY OR DEATH TO PERSONS, INCLUDING PAYMENTS MADE UNDER ANY WORKER'S COMPENSATION LAW OR UNDER ANY PLAN FOR EMPLOYEE DISABILITY AND DEATH BENEFITS AND INCLUDING ALL EXPENSES INCURRED IN DEFENDING AGAINST ANY SUCH CLAIMS OR DEMANDS, WHICH MAY ARISE OUT OF OR BE CAUSED BY ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LICENSOR OR ITS AGENTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS ON OR IN THE VICINITY OF LICENSEE'S AUTHORIZED ATTACHMENTS.

14.3. NOTICE. IN THE EVENT OF ANY CLAIM, DEMAND OR LITIGATION SPECIFIED IN THIS SECTION, THE PARTY TO BE INDEMNIFIED (THE "INDEMNIFIED PARTY") SHALL GIVE PROMPT NOTICE TO THE OTHER PARTY (THE "INDEMNIFYING PARTY") OF SUCH CLAIM, DEMAND OR LITIGATION. THE INDEMNIFYING PARTY SHALL HAVE SOLE CONTROL OF THE DEFENSE OF ANY ACTION OR LITIGATION ON SUCH A CLAIM OR DEMAND (INCLUDING THE SELECTION OF APPROPRIATE COUNSEL) AND ALL NEGOTIATIONS FOR THE SETTLEMENT OR COMPROMISE OF THE SAME, EXCEPT THAT THE INDEMNIFYING PARTY MAY NOT MAKE ANY NON-MONETARY SETTLEMENT OR COMPROMISE WITHOUT THE INDEMNIFIED PARTY'S CONSENT, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD. THE INDEMNIFIED PARTY SHALL COOPERATE WITH THE INDEMNIFYING PARTY IN THE DEFENSE AND/OR SETTLEMENT OF ANY CLAIM, DEMAND OR LITIGATION. NOTHING HEREIN SHALL BE DEEMED TO PREVENT THE INDEMNIFIED PARTY FROM PARTICIPATING IN THE DEFENSE AND/OR SETTLEMENT OF ANY CLAIM, DEMAND OR LITIGATION BY THE INDEMNIFIED PARTY'S OWN COUNSEL AT THE INDEMNIFIED PARTY'S OWN EXPENSE. NOTICE UNDER THIS SECTION MUST BE PROVIDED VIA PERSONAL DELIVERY, OVERNIGHT DELIVERY, OR CERTIFIED U.S. MAIL.

15. LIMITATIONS ON DAMAGES

UNLESS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, LICENSOR SHALL NOT BE LIABLE TO LICENSEE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY LICENSEE OR BY ANY SUBSCRIBER, CUSTOMER OR PURCHASER OF LICENSEE FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE, REGARDLESS OF

THE THEORY OF LIABILITY UPON WHICH ANY SUCH CLAIM MAY BE BASED. THE TOTAL CUMULATIVE LIABILITY OF LICENSOR AND ITS SUBCONTRACTORS AND SUPPLIERS ARISING FROM THE PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, INCLUDING ALL EXPENSES INCURRED OR PAYABLE BY LICENSOR IN SATISFACTION OF ITS OBLIGATIONS UNDER THIS AGREEMENT, SHALL NOT EXCEED THE TOTAL FEES PAID TO LICENSOR PURSUANT TO THIS AGREEMENT BY LICENSEE. ALL ACTIONS AGAINST LICENSOR BY LICENSEE IN WARRANTY, TORT, CONTRACT OR OTHERWISE MUST BE COMMENCED WITHIN ONE (1) YEAR OF THE DATE OF ACCURAL OF SUCH ACTION.

16. INSURANCE

16.1. Insurance Requirement. Licensee shall carry insurance in such form and issued by such companies as are reasonably satisfactory to Licensor to protect the Parties from and against any and all claims, demands, actions, judgments, Costs, expenses and liabilities of every name and nature which may arise or result directly or indirectly from or by reason of any loss, injury, death or damage involving any Attachment. Throughout the Term of this Agreement, Licensee shall take out and maintain, and shall ensure that its agents, contractors and subcontractors take out and maintain, insurance that, at a minimum, conforms with the RUS insurance requirements of 7 CFR §1788.11, as it may be amended, which currently requires:

- (a) Workers' compensation and employer's liability insurance, as required by law, covering all employees who perform any of Licensee's obligations under this Agreement. If workers' compensation or employer's liability insurance is not required by law in the state in which the poles subject to this Agreement are located, then insurance shall be obtained by Licensee that is equivalent to what would be applicable if workers' compensation and employer's liability laws were in effect.
- (b) Public liability insurance covering all of Licensee's operations under the Agreement with limits for bodily injury or death of not less than \$1 million each occurrence, limits for property damage of not less than \$1 million each occurrence, and \$1 million aggregate for accidents during the policy period. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.
- (c) Automobile liability insurance on all motor vehicles used in connection with the Agreement, whether owned, non-owned, or hired, with limits for bodily injury or death of not less than \$1 million per person and \$1 million per occurrence, and property damage limits of \$1 million for each occurrence. This required insurance may also be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.

16.2. Certificate of Insurance. Within thirty (30) days of the Execution Date, Licensee shall furnish to Licensor a certificate evidencing compliance with the above insurance requirements. This certificate shall list Licensor as additional insured and shall note specific cancellation language, as follows: "In the event of cancellation or material change of said policies, the insuring company shall give the Party to whom this certificate is issued thirty (30) days prior notice of such cancellation or material change." If Licensee fails to renew adequate insurance, Licensor may terminate this Agreement pursuant to Section 17 (Defaults).

16.3. Responsibility for Contractors. Licensee shall bear full responsibility for ensuring that its agents, contractors and subcontractors are in full compliance with the requirements of this section before they perform any work for Licensee in connection with this Agreement.

16.4. No Limitation on Indemnities. The purchase of the insurance required by this section shall not relieve Licensee of its liability or obligations under this Agreement or otherwise limit Licensee's liability under Sections 14.1 and 14.3.

17. DEFAULTS

17.1. Licensee Default. If Licensee is in Default under this Agreement and fails to correct such Default within the cure period specified below, Licenser may, at its option, and without further notice:

- (a) declare this Agreement to be terminated in its entirety;
- (b) terminate the Authorization covering the Pole(s) with respect to which such Default shall have occurred;
- (c) decline to authorize additional Attachments under this Agreement until such Defaults are cured;
- (d) suspend Licensee's access to or work on any or all of Licenser's Poles;
- (e) correct such Default and charge Licensee as provided in this Agreement; and/or
- (f) seek specific performance of the terms of this Agreement through a court of competent jurisdiction.

17.2. Licensee Cure Period. For a period of thirty (30) days following receipt of notice from Licenser, Licensee shall be entitled to take all steps necessary to cure any Defaults. The 30-day notice and cure period does not apply to any Default by Licensee of its payment obligations under this Agreement. Notice under this section must be provided via personal delivery, overnight delivery, or certified U.S. mail.

17.3. Termination Because of Licensee Default. If Licenser terminates this Agreement because of Licensee's Default, Licensee shall not be entitled to any refund of any Pole Attachment Rental Fee.

17.4. Reimbursement for Licenser Work. If Licensee fails to cure a Default with respect to the performance of any work that Licensee is obligated to perform under this Agreement, Licenser may elect to perform such work, and Licensee shall reimburse Licenser for all Imposition Costs related thereto.

17.5. Licenser Default. If Licenser is in Default under this Agreement, Licenser shall have thirty (30) days following notice from Licensee within which to correct such Default. If Licenser does not cure its Default within the allotted time period, Licensee may, at its sole discretion, either terminate this Agreement or seek specific performance of the terms of this Agreement through a court of competent jurisdiction. If Licensee elects to terminate the Agreement, Licenser shall within thirty (30) days refund to Licensee on a pro rata basis any Pole Attachment Rental Fee paid for the current annual rental period. Notice under this section must be provided via personal delivery, overnight delivery, or certified U.S. mail.

17.6. Attorney Fees and Court Costs. If either Party fails to cure a Default with respect to any of its obligations under this Agreement and it becomes necessary for the other Party to obtain the services of an attorney, who is not a salaried employee of that Party, to enforce its rights under this

Agreement, the defaulting Party agrees to pay all reasonable attorney fees and court costs of litigation associated with such enforcement, if the other Party is successful.

18. TERMINATION OF AGREEMENT

Upon termination of this Agreement, Licensee shall remove all of its Attachments from all of Licensor's Poles within sixty (60) days. If any Attachments are not so removed within sixty (60) days following such termination, Licensor shall have the right to remove such Attachments, and to use, dispose of or sell same, at Licensee's sole expense and without any liability to Licensee.

19. WAIVER OF TERMS OR CONDITIONS

The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but such conditions and terms shall be and remain at all times in full force and effect.

20. MODIFICATIONS

Except as otherwise specified in this Agreement, this Agreement may be amended or supplemented at any time only upon written agreement by the Parties hereto. Notwithstanding the foregoing, all Exhibits may be modified by Licensor upon thirty (30) days notice to Licensee. The names, addresses, facsimile numbers and electronic mail addresses to which notices must be sent may be modified by either Party upon notice to the other. Notice under this section must be provided via personal delivery, overnight delivery, or certified U.S. mail.

21. PAYMENT OF TAXES

Each Party shall pay all taxes and assessments lawfully levied on its own property and services subject to this Agreement.

22. NOTICES

Unless otherwise specified in this Agreement, any notice, request, consent, demand, designation, approval or statement required to be made to either Party by the other shall be in writing and such written notice may be delivered via personal delivery, Federal Express (or other equivalent, generally recognized overnight delivery service), electronic mail transmission, or certified U.S. mail return receipt requested. Notice given by electronic mail shall be deemed given when directed to an electronic mail address at which the recipient has consented to receive such notice. Notice given by personal delivery, overnight delivery, or certified U.S. mail shall be effective upon receipt.

23. FORCE MAJEURE

Except as may be expressly provided otherwise, neither Party shall be liable to the other for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to: (a) acts of God, fire, explosion, vandalism, storm, or other similar occurrences; (b) national emergencies, insurrections, riots, acts of terrorism, or wars; or (c) strikes, lockouts, work stoppage, or other labor difficulties. To the extent practicable, the Parties shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the force majeure event causing the failure or delay has ceased. Each Party shall promptly notify the other Party of any delay in performance under this section and its effect on performance required under this Agreement.

24. CONSTRUCTION OF AGREEMENT

This Agreement was reached by each Party after arms' length negotiations and upon the opportunity for advice of counsel, and shall not in any way be construed against either Party on the basis of having drafted all or any part of this document. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the words "including" or "includes" do not limit the preceding words or terms.

25. OWNERSHIP RIGHTS

All Attached Poles under this Agreement shall remain the property of Licensor, and Licensee's rights in Licensor's Poles shall be and remain a mere license for as long as authorized under the terms and conditions of this Agreement. Nothing herein shall be construed to obligate Licensor to maintain any of its Poles if Licensor no longer has a need for the Pole.

26. THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, this Agreement is intended to benefit only the Parties and may be enforced solely by the Parties, their successors in interest or permitted assigns. It is not intended to, and shall not, create rights, remedies or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, except as provided herein.

27. SEVERABILITY

Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and any law, such law shall prevail. In such event, however, the provisions of this Agreement so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum legal requirement, and no other provisions of this Agreement shall be affected thereby and all such other provisions shall continue in full force and effect.

28. PRIOR AGREEMENTS SUPERSEDED

This Agreement embodies the entire agreement between Licensor and Licensee with respect to the subject matter of this Agreement, and supersedes and replaces any and all previous agreements entered into by and between Licensor and Licensee, written or unwritten, with respect to that subject matter. All Licensee facilities attached to Licensor's Poles which had been subject to a previous agreement are now subject to this Agreement.

29. ASSIGNMENT AND TRANSFER

Licensee shall not assign or otherwise transfer this Agreement or any of its rights and interests to any firm, corporation or individual, without the prior consent of Licensor. Licensor may condition such consent upon the assignee's or transferee's agreement to reasonable additional or modified terms or conditions. If there is a change of Control of Licensee, then Licensor shall have the right, in its reasonable discretion, immediately to terminate this Agreement in its entirety without further liability. Licensor may assign or otherwise transfer this Agreement or any of its rights and interests to any firm, corporation or individual, without the prior consent of Licensee.

30. ELECTRONIC SIGNATURES; COUNTERPARTS

This Agreement may be executed using electronic signatures and such electronic version of the Agreement shall have the same legally binding effect as an original paper version. This Agreement may be executed in counterparts, each of which shall be deemed an original.

31. SURVIVAL; LIMITATIONS ON ACTIONS

Notwithstanding the termination of this Agreement for any reason, Sections 14, 15, 19, 22, and 24 through 28 shall survive termination for the applicable statute of limitations. Notwithstanding any provisions to the contrary, all rights, remedies, or obligations which arose or accrued prior to the termination or expiration of the terms hereof shall survive and be fully enforceable for the applicable statute of limitations.

[END OF TERMS AND CONDITIONS]

Exhibit 1.1

Application, Conditions and Permit to Make Attachments of Fiber Optics/Telephone/Television Cable Along With Necessary Appurtenant Facilities

Permit No. _____ Application Exchange: _____

In accordance with the terms of our agreement dated _____, application is hereby made for permission to make attachment of communication facilities to _____ of your poles in and in the vicinity _____ at the locations shown on the sketch attached.

Licensee

Date: _____

The following information is attached as part of this Application:

- (a) construction plans and drawings detailing Licensee's build out plan;
- (b) maps indicating specifically the GVEC Poles that Licensee proposes to use;
- (c) the number and character of the Attachments to be placed on each Pole;
- (d) all equipment to be included in Licensee's attachments;
- (e) Service Poles that Licensee intends to install;
- (f) the total tension, weight, and transverse loading data for the wires, including multiplication by the applicable overload factors of the NESC;
- (g) the size and type of messenger wire including weight/feet and design tension;
- (h) the size and type of cable including weight/feet, design tension, and diameter;
- (i) pole loading analysis report, stamped by a Professional Engineer licensed in Texas;
- (j) a drawing showing the type and manner of bolted Attachments;
- (k) a drawing showing installation specifications, rating, and guy and anchor requirements proposed to be used by Licensee;
- (l) any pedestal attachments; and
- (m) any other information necessary, in GVEC's sole judgment, for GVEC Licensor to determine if the requirements of Section 4.4 are met.

CONDITIONS:

In order to provide space on the poles set forth above, it will be necessary for the Guadalupe Valley Electric Cooperative, Inc. to make the following changes in its distribution system:

The approximate cost of doing this work, which is chargeable against you, is \$_____. If this meets with your approval, please indicate your acceptance in the space provided and pay the estimated amount. After receipt of your acceptance and payment, we will proceed to make such changes, and will true up your payment of the estimated amount based on the actual cost thereof

upon completion of the work.

ACCEPTED:

By: _____
Date: _____

By: _____
Date: _____

PERMIT:

Permission is hereby granted Licensee to make attachments to the poles at the locations set forth in the above application provided the following conditions are met:

1. Proper clearance must be maintained between Licensee's (Company Name) facilities and GVEC's facilities as set forth in the NESC.
2. Proper ground clearance must be maintained on Licensee's (Company Name) facilities as set forth in the NESC.
3. Licensee (Company Name) must add guy wires and anchors on all angles and dead-ends.
4. Licensee shall complete installation of its attachments within 180 days following GVEC's notice of completion of the Make Ready Work.
5. Were all property owners notified and all right-of-way easements obtained for these facilities?

☐ Yes ☐ No

Inventory of Poles
Used by Licensee
Previous
Balance

Added by this
Permit

New
Balance

Guadalupe Valley Electric Cooperative, Inc.

By: _____

Date: _____

Exhibit 1.11

Name of Licensee Company:

LOCATION OF LICENSEE SERVICE AREA

Attached hereto is a map or sketch graphically depicting Licensee's Service Area. The map or sketch shall be:

- (i) no larger than 30" x 30";
- (ii) properly folded to a size of no greater than 8 1/2" x 11" for inclusion in this Agreement;
and
- (iii) stapled to the Agreement in the upper left corner.

This map need not show the precise location of each of Licensor's poles to which attachment is sought, but should identify the general area in which Attachments currently exist or are planned.

LICENSEE:

By: _____

Title: _____

Date: _____

Exhibit 1.12

LICENSOR RULES AND PRACTICES FOR
ATTACHMENTS

1. Licensee shall install and maintain its Attachments at its own expense.
2. Any unbalanced loading of Licensor's Poles caused by the placement of Licensee's facilities shall be properly guyed and anchored by Licensee with a guy and anchor provided by Licensee prior to the placement of Licensee's Attachments, at Licensee's sole expense, risk and liability. Licensee will place guy markers on all such down guys and Licensor shall have no responsibility for placing, monitoring, or maintaining such markers. Licensee shall not attach any of its Attachments to any guy or anchor or Licensor. Licensee may not place new guy attachments on Licensor's anchors without Licensor's prior consent.
3. A preliminary "ride through" of the proposed route of Licensee's facilities shall be made by representatives of Licensor and Licensee upon request by Licensor.
4. Licensee shall check and verify the condition of any pole prior to climbing or performing work on it. If a pole is deemed unsafe, Licensee must immediately notify Licensor by telephone and in writing as soon as practicable.
5. All Attachments shall be located on the same side of each pole as any existing telephone or communications cable, or as otherwise designated by Licensor. (Designated side is typically the same side the neutral is on).
6. On Attached Poles where Licensor has secondary conductors, all Attachments shall be located on the same side of the pole as the secondary conductors, or as otherwise designated by Licensor.
7. Licensee shall cause all cabinets, enclosures, and messengers to be grounded by bonding to the existing pole ground with #6 solid, bare, soft drawn copper wire.
8. Licensee shall install no power supply on any of Licensor's poles on which underground electric services, capacitor banks, sectionalizing equipment or voltage regulators are already installed.
9. No electrical service connection to a communications power supply shall be made or installed by Licensee until after Licensor shall have completed inspection of an approved fused service disconnect switch or circuit breaker.
10. No bolt used by Licensee to attach its facilities shall extend or project more than one (1) inch beyond its nut.
11. All Attachments of Licensee shall have at least two inches clearance from unbonded hardware such as pedestals and any other enclosures containing equipment.
12. All of Licensee's Attachments shall comply with NESC clearance requirements and shall be

located a minimum of forty (40) inches below Licensor's lowest attached facilities. All mid-span clearances between Licensee's facilities and Licensor's lowest conductors shall comply with NESC clearance requirements.

13. Licensee may, with prior approval of Licensor, install cross arms, alley arms, or cable extension arms for the support of any of its facilities. However, Licensee shall not use any cross arm or alley arm brace above the arm that it supports.
14. Licensee shall install and maintain any and all of its facilities in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the jointly used pole, subject to the approval of Licensor in its sole discretion.
15. In the event that any of Licensee's proposed attachments are to be installed upon poles already jointly used by Licensor and another party(ies), Licensee shall negotiate with such other party(ies) to determine clearances between its facilities and those of Licensor and such other party(ies), except that Licensee may not in any way modify the clearance requirements set forth in this Agreement.
16. Licensee shall provide to Licensor a statement summarizing the standards used by Licensee for its standard pole attachment installations. Such standards shall be signed and approved by a Professional Engineer representing Licensee, confirming that Licensee's standard installations conform with the NESC and good engineering design. With respect to non-standard Attachments, Licensee's Professional Engineer shall prepare or review plans for such non-standard Attachments, and submit such plans to Licensor with a statement that such non-standard Attachments comply with the NESC and good engineering design.

* * *

APPLICATION PROCESSING TASKS

1. Initial Application Review

Perform initial intake processing of Application upon receipt from Licensee. This review is required to verify that the submitted Application is complete

2. Conduct Initial Field Inspections

Perform initial field inspection following receipt of Application from Licensee. This inspection is required to verify that field physical data provided on the Application is accurate.

Prepare pre-construction inspection report noting any deficiencies and required corrections.

3. Review Submitted Pole Loading Analysis

Perform an engineering review of the Application and initial field inspection results to ensure that all Poles requiring a pole loading analysis (PLA) have the required PLA(s).

Review the submitted PLA(s) to ensure compliance with all applicable engineering standards.

4. Perform Pole Loading Analysis (as necessary)

Perform PLA(s) to ensure compliance with all applicable engineering standards.

5. PE Stamping (upon request)

Have Professional Engineer review Make Ready design and PLA, and submit cover sheet which includes PE stamp, signature and date

6. Make Ready Design

Produce communications and electric Make Ready construction design recommendations

7. Make Ready Estimate

Prepare the Make Ready Estimate by estimating the costs to perform Make Ready Work specified in the Make Ready construction design recommendation

8. Make Ready Coordination

Coordination with Attaching Entities/Contractors and other Make Ready Work coordination, including but not limited to: on site meetings, quality assurance/quality control (QA/QC), preparing field inspection notes, staking locates, rejection notifications, invoice status, and final permitting.

9. Post-Construction Field Inspections

Perform post-construction inspection following Licensee's notice that attachment installation work is complete, to verify that all construction was installed in compliance with the technical requirements and specifications of the Agreement. Data to be gathered at the job site includes: identification and measurements of all attachments.

Prepare post-construction inspection report noting any deficiencies and required corrections.

Email notifications for each instance in which communication construction was improperly performed

10. Follow-up Post-Construction Field Inspections (when corrective work needed)

Perform subsequent post-construction inspection following Licensee's notice that required corrective work has been completed, to verify that all construction was installed in compliance with the technical requirements and specifications of the Agreement. Data to be gathered at the job site includes: identification and measurements of all attachments.

Prepare post-construction inspection report noting any deficiencies and required corrections.

Email notifications for each instance in which communication construction was improperly performed

11. Application Close-Out

After an approved post-inspection, document all necessary "as-built" corrections, applicable field measurements, and inspection reports, and provide information for Licensor's design system.

Ensure all documentation related to the Application is complete and properly archived, including any cancelled applications and relevant work orders.

Exhibit 12.1

TRANSFER OF POLE OWNERSHIP

Pursuant to Section 12.1 of the Agreement, Guadalupe Valley Electric Cooperative, Inc. ("Licensor") hereby transfers to City of Schertz, ("Licensee") all right, title and interest in and to the Pole(s), identified on Exhibit 1 hereto, the responsibility for which Licensee accepts in exchange for Licensee's ability to remain on the Pole(s).

As already agreed to by the Parties in the Agreement, Licensee shall receive the Pole(s) "as is," and shall indemnify, defend and hold harmless Licensor from all obligation, liability, Cost, claim, damage, expense or charge related thereto or raised thereafter, including for Licensor's own negligence. Licensee takes title to the Pole(s) for all purposes. Because Poles and related items may contain various hazardous chemicals or properties, Licensee shall comply with the terms and directions of the appropriate material safety data sheet and with state and federal law regarding the maintenance, replacement, and/or disposal of the Pole(s). Licensor does not warrant, guarantee, or imply that such pole(s) possesses sufficient mechanical strength as required by or for any use of Licensee. Licensor makes no representations or guarantees concerning any right to occupy the premises where the Pole(s) is currently located upon the removal of Licensor's facilities.

GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC.

BY: _____

NAME/TITLE _____

—

The Pole(s) are listed individually below:

[illegible]

CITY COUNCIL MEMORANDUM

City Council Meeting: February 20, 2024
Department: Executive Team
Subject: Resolution 24-R-13 - Authorizing a Memorandum of Understanding with the City of Cibolo and the Cibolo Creek Municipal Authority regarding the Southern Plant Wastewater Services and Funding Agreement. (S.Williams/B.James)

BACKGROUND

The City of Schertz entered into the Southern Plant Wastewater Services and Funding Agreement with the City of Cibolo and Cibolo Creek Municipal Authority ("CCMA") on August 26th, 2014 ("Effective Date") pursuant to Resolution 14-R-71. Among the provisions of this agreement is a written notice requirement for the City of Cibolo on or before the 9th anniversary of the Effective Date. This notice provided for in section 4(g) of the agreement is a commitment by Cibolo that they meet the provisions of this section and will begin the debt service contributions on the 10th anniversary of the Effective Date. If Cibolo provides notice they have rights to 50% of the sewer capacity in the southern treatment plant. Cibolo previously requested an amendment to extend the notification date for 90 days and Council approved this pursuant to Resolution 23-R-71 on August 1st, 2023. The City of Cibolo requested an additional extension through February 29, 2024 which City Council approved on November 14, 2023 via Resolution 23-R-122.

The City of Cibolo provided written notice that they plan to begin debt service contributions and utilizing capacity in the Southern Sewer Plant. The Cibolo City Council approved a resolution authorizing the City Manager to provide official notice and enter into a Memorandum of Understanding with the City of Schertz and the Cibolo Creek Municipal Authority (CCMA) to meet the requirements of the Southern Plant Wastewater Services and Funding Agreement to begin utilizing capacity and paying debt service.

GOAL

To authorize the City Manager to enter into a Memorandum of Understanding with the City of Cibolo and CCMA to acknowledge that the City of Cibolo is going to utilize capacity and begin paying debt service for the Southern Plant.

COMMUNITY BENEFIT

Continues a partnership with the City of Cibolo and CCMA to provide sewer services the Schertz community.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 24-R-13 acknowledging that the City of Cibolo has provided notice per the Southern Plant Wastewater Services and Funding Agreement Section 4 (g) of their intent to utilize the plan and make financial contributions and having obtained all necessary permits, licenses, certificates of convenience and necessity, and approvals to provide wastewater services to a service area large enough to require the wastewater system capacity of the Southern Plant made available to the City of Cibolo by Schertz.

FISCAL IMPACT

The impact of Cibolo opting into the Southern Plan is they will pay half of the debt service for the next 10 years and the full debt service for the final 10 years (the City of Schertz has paid the full debt service for the first 10 years and will pay the other half of the debt service for the next 10 years). Their doing so entitles them to half the capacity in the plant. Given the growth in the southern part of Schertz in the City's CCN and as a result of the settlement agreement with GVSUD, the plant will need to be expanded in the near future to provide additional capacity for Schertz.

RECOMMENDATION

Approval of Resolution 24-R-13.

Attachments

Resolution 24-R-13 with attachment

RESOLUTION NO. 24-R-13

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF CIBOLO AND THE CIBOLO CREEK MUNICIPAL AUTHORITY REGARDING THE SOUTHERN PLANT WASTEWATER FUNDING AGREEMENT.

WHEREAS, the CCMA, Schertz, and Cibolo entered into an Agreement on August 26, 2014, regarding the new wastewater treatment plant that was to be designed and constructed within the southern portion of CCMA's regional wastewater system (the "Southern Plant"), to meet the current and future wastewater treatment needs of Cibolo and Schertz, and potentially other customers; and

WHEREAS, the Parties entered into the original Agreement to document pecuniary obligations between Schertz and Cibolo concerning the repayment of the Southern Plant Bonds, the costs of issuance, the annual maintenance and operations costs at the Southern Plant, documenting and allocating the annual use of the capacity from the Southern Plant, the establishment of the framework for the possible expansion of the Southern Plant, and the ability to add prospective customers to benefit from the Southern Plant; and

WHEREAS, CCMA has completed the construction of the Southern Plant and per the Agreement, Schertz has made all payments to CCMA for the Southern Plant Bonds and is obligated to solely make those payments for the first ten years of the Agreement; and

WHEREAS, the First Amendment to the Southern Plant Wastewater Services and Funding Agreement was effective on October 23, 2018, which amended the Agreement to recognize the issuance of the 2018 Bonds and to amend Section 4(b) to reflect the payment obligations of the Schertz and Cibolo concerning the 2018 Bonds and the increased costs of the Southern Plant, and to document the increase in debt service requirements on the 2018 Bonds by the Cities of Schertz and Cibolo; and

WHEREAS, the Second Amendment to the Southern Plant Wastewater Services and Funding Agreement was effective on August 24, 2023, and amended Section 4(g) to provide an extension of 90 days to November 27, 2023, the date by which Cibolo must inform the City of Schertz if it chooses to connect to the Southern Plant; and

WHEREAS, the Third Amendment to the Southern Plant Wastewater Services and Funding Agreement was effective on November 20, 2023, and amended Section 4(g) to provide an additional extension February 29, 2024, the date by which Cibolo must inform the City of Schertz if it chooses to connect to the Southern Plant; and

WHEREAS, per the Agreement, Schertz and Cibolo shall equally split all Southern Plant Bond payments during years 11 through 20 and the City of Cibolo shall pay all Southern Plant Bond payments during years 21 through 30, if Cibolo provides written notice of its intent to meet its obligations on or before February 29, 2024, and through this MOU, Cibolo is seeking acknowledgment that the actions it has taken as set forth herein constitute compliance with the terms and conditions of Section 4(g) of the Agreement; and

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

Section 1. The City Council hereby authorizes entering into a Memorandum of Understanding with the City of Cibolo and CCMA as per the Attached 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 ____ day of _____, 2024.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit "A"

MOU with the City of Cibolo and CCMA regarding the Southern Plant Sewer Funding Agreement

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU"), made and entered into on the ___ day of _____, 2024, by and between the **Cibolo Creek Municipal Authority** ("CCMA"), a conservation and reclamation district created under Article 16, Section 59, of the Texas Constitution, the **City of Schertz, Texas** ("Schertz"), a home rule municipality and political subdivision of the State of Texas, and the **City of Cibolo, Texas** ("Cibolo"), a home rule municipality and political subdivision of the State of Texas, also all each referred to as a "**Party**" and collectively as the "**Parties**").

RECITALS

WHEREAS, the CCMA, Schertz, and Cibolo entered into an Agreement on **August 26, 2014**, regarding the new wastewater treatment plant that was to be designed and constructed within the southern portion of CCMA's regional wastewater system (the "Southern Plant"), to meet the current and future wastewater treatment needs of Cibolo and Schertz, and potentially other customers; and

WHEREAS, the Parties entered into the original Agreement to document pecuniary obligations between Schertz and Cibolo concerning the repayment of the Southern Plant Bonds, the costs of issuance, the annual maintenance and operations costs at the Southern Plant, documenting and allocating the annual use of the capacity from the Southern Plant, the establishment of the framework for the possible expansion of the Southern Plant, and the ability to add prospective customers to benefit from the Southern Plant; and

WHEREAS, CCMA has completed the construction of the Southern Plant and per the Agreement, Schertz has made all payments to CCMA for the Southern Plant Bonds and is obligated to solely make those payments for the first ten years of the Agreement; and

WHEREAS, the First Amendment to the Southern Plant Wastewater Services and Funding Agreement was effective on October 23, 2018, which amended the Agreement to recognize the issuance of the 2018 Bonds and to amend Section 4(b) to reflect the payment obligations of the Schertz and Cibolo concerning the 2018 Bonds and the increased costs of the Southern Plant, and to document the increase in debt service requirements on the 2018 Bonds by the Cities of Schertz and Cibolo; and

WHEREAS, the Second Amendment to the Southern Plant Wastewater Services and Funding Agreement was effective on August 24, 2023, and amended Section 4(g) to provide an extension of 90 days to November 27, 2023, the date by which Cibolo must inform the City of Schertz if it chooses to connect to the Southern Plant; and

WHEREAS, the Third Amendment to the Southern Plant Wastewater Services and Funding Agreement was effective on November 20, 2023, and amended Section 4(g) to provide an additional extension February 29, 2024, the date by which Cibolo must inform the City of Schertz if it chooses to connect to the Southern Plant; and

WHEREAS, per the Agreement, Schertz and Cibolo shall equally split all Southern Plant Bond payments during years 11 through 20 and the City of Cibolo shall pay all Southern Plant Bond payments during years 21 through 30, if Cibolo provides written notice of its intent to meet its obligations on or before February 29, 2024, and through this MOU, Cibolo is seeking acknowledgment that the actions it has taken as set forth herein constitute compliance with the terms and conditions of Section 4(g) of the Agreement; and

WHEREAS, Cibolo and Green Valley SUD (“GVSUD”) have come to an agreement in the lawsuit styled *Green Valley Special Utility District v. City of Cibolo*, Civil Action No. 1:16-cv-00627-LY (U.S. District Court, Western District of Texas, Austin Division), which reflects the intent of Cibolo to meet its obligations under the Agreement; and

WHEREAS, an essential term of the settlement with GVSUD is the development of an Agreement that allocates current and future capacity within the CCMA South Plant for the treatment of wastewater that originates within the respective certificated sewer service areas of the Parties; and

WHEREAS, per the Agreement, Cibolo is agreeing to pay Southern Plant Bond payments during years 11 through 30 per the Agreement starting in 2025 as reflected in Resolution No. ____ approved by the Cibolo City Council on _____, 2024; and

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CCMA, Schertz and Cibolo agree as follows:

SECTION 1. The Parties agree that the following affirmative actions taken by Cibolo, in conjunction with the passage of Resolution No. _____ by the City Council shall constitute adequate evidence of its intention and ability to meet its obligations under the Agreement:

1. Cibolo will be required to serve as part of the Settlement Agreement in the above mentioned lawsuit 3,200 acres.
2. Under the Settlement Agreement with GVSUD in the above reference lawsuit, Cibolo agreed to assign to GVSUD the below agreed to wastewater treatment capacity pursuant to and according to the terms and conditions of the Southern Plant Agreement.
 - a. 350,000 gallons per day (“gpd”) daily flow in a Cibolo constructed trunk line/lift station for transport to CCMA and average flow wastewater treatment capacity at no cost to GVSUD.
 - b. GVSUD has an option to purchase an additional 200,000 gpd average daily flow at Cibolo’s actual cost paid, inclusive of principal and interest. The treatment capacity shall be timed to expansion phases in the CCMA South Plant as follows:
 - i. Phase 1—at the current phase with a total capacity of 500,000 gallons per day average flow 25,000 gpd will be assigned to GVSUD at no cost and an option to obtain an additional 25,000 gpd at Cibolo’s cost;
 - ii. Phase 2—assuming expansion in Phase 2 from 500,000 gpd to one million gpd 100,000 gpd will be assigned to GVSUD at no cost and an option to obtain an additional 25,000 gpd at Cibolo’s cost; and

- iii. Phase 3—assuming expansion in Phase 3 from one million gpd to current permitted full capacity of three million gpd 225,000 will be assigned to GVSUD at no cost and an option to obtain an additional 125,000 gpd at Cibolo's cost.
3. Cibolo will obtain the necessary permits, licenses, certificates of convenience and necessity that are necessary for Cibolo to provide wastewater services that will require the CCMA wastewater system capacity of the Southern Plant within a commercially reasonable time under current agency practice and rules and will begin the necessary applications promptly. It is agreed that will begin within 90 days.
4. Cibolo will seek a qualified engineer to design the below list of projects that have been developed as a part of the service plans for Cibolo to provide the necessary facilities to serve the area and meet its obligations under the Third Amendment to the Southern Plant Wastewater Services and Funding Agreement:
 - a. Project No. 1—Venado Trunkline (24-inch PVC)
 - b. Project No. 2-I—Haeckerville L.S. & F.M. Phase I (12" F.M. with lift station)
 - c. Project No. 2-II—Haeckerville L.S. Upgrade and Parallel F.M. Phase II (upgrade Haeckerville system to 100%)
 - d. Project No. 3—Bolton Road Trunkline (42-inch FRP)
 - e. Project No. 4—Bolton Road Trunkline Extension (36-inch FRP – Project 3 to Haeckerville)
5. Cibolo will initiate a TCEQ permit for crossing Cibolo Creek and filing for CCN exchange and transfer.
6. A Request for Qualifications (RFQ) will go out by end of April to move towards construction as soon as possible.
7. Cibolo will adopt an update to the Comprehensive Plan, including the future land use between April and May.
8. Cibolo will schedule meetings with property owners to share with them the Cibolo's plans to a) move forward to bring sewer to their area; b) explain the future land uses; and c) extend to them development agreements that would incentivize them to work with Cibolo.
9. Cibolo's goal is to have a developer willing to initiate construction in 2025 so Cibolo can go out for bids and initiate construction of wastewater projects.

SECTION 2. The original Agreement referenced herein, and all other provisions of the original Agreement, First Amendment, Second Amendment, and Third Amendment shall remain in full force and are not impacted by this MOU.

SECTION 3. The factual recitals and findings set forth above are found to be true and correct for all purposes and incorporated into the body of this Agreement.

SECTION 4. This Amendment is duly executed by CCMA, Schertz and Cibolo duly authorized representatives as evidenced by their signatures below.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

CITY OF CIBOLO

Wayne Reed
City Manager

Date

CITY OF SCHERTZ

Steve Williams
City Manager

Date

CIBOLO CREEK MUNICIPAL AUTHORITY

Clint Ellis
General Manager

Date

CITY COUNCIL MEMORANDUM

City Council Meeting: February 20, 2024

Department: Planning & Community Development

Subject: Resolution 24-R-12 - Authorizing the City Manager to submit an Energy Efficiency and Conservation Block Grant application, and accept grant funds from the awarding agency to improve the energy efficiency for low to moderate-income single-family residents. (B.James/L.Wood/R.Vera/L.Locken)

BACKGROUND

Department of Energy, Energy Efficiency and Conservation Block Grants offer a flexible funding opportunity through the Department of Energy (DOE). The grant offers local and tribal governments funding to invest in a variety of clean energy and energy efficiency projects. Staff from Neighborhood Services has conducted research, including meeting with technical advisors at the DOE, to assist in identifying the most effective path to use to proceed in the administration of this proposed grant program. This program would be focused on assisting low to moderate income property owners. If authorized, the Neighborhood Services Division would administer the grant program along with the DOE.

Priorities and Considerations:

- Schertz potential allocation is \$76,400 in funds.
- The DOE is recommending the voucher option to administer the program. Vouchers are pre-approved and 100% reimbursable from the Department of Energy.
- Applicants requesting assistance from the program must be within the income level guidelines.
- Projects must include energy efficient appliances and building improvements.
- The deadline to submit an application for approval of the grant funding is April 1, 2024.

GOAL

Facilitate free appliance upgrades and weatherization improvements for low-moderate income households in the City of Schertz by the end of fiscal 2026.

COMMUNITY BENEFIT

Save money and energy, as well as reduce the overall demand for energy in the community. The campaign will address the energy efficiency for home needs in certain neighborhoods. Applicants must be owner-occupied, low-moderate income household to participate in the program.

SUMMARY OF RECOMMENDED ACTION

Consideration and/or action by the City Council of the City of Schertz, Texas, approving a resolution authorizing the City Manager to submit an Energy Efficiency and Conservation Block Grant application.

FISCAL IMPACT

The grant provides 100% reimbursement from the Department of Energy. Using the recommended voucher system requires the City of Schertz to submit for reimbursement on all approved projects and has zero fiscal impact.

RECOMMENDATION

Approval of Resolution 24-R-12.

Attachments

Resolution 24-R-12

Guidelines

CC Presentation

RESOLUTION NO. 24-R-12

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A GRANT APPLICATION TO DEPARTMENT OF ENERGY FOR ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT TO FUND AN ENERGY EFFICIENCY AND ELECTRIFICATION CAMPAIGN.

WHEREAS, the Energy Efficiency and Conservation Block grant allows eligible entities to file grants to fund projects that facilitate energy efficient appliance upgrades paired alongside weatherization for low to moderate income single-family residents; and

WHEREAS, the City staff of the City of Schertz (the “City”) has recommended that the City Council authorize the filing of a grant application with Department of Energy, relating to energy efficient appliance upgrades; and

WHEREAS, the City Council has determined that it is in the interest of the City to apply to the Department of Energy for a grant to fund the Energy Efficiency and Electrification Campaign.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver a grant application with DOE for the campaign described, provided acceptance of the grant and that said grant provides for 100% reimbursement from the Department of Energy, with zero fiscal impact to the City.

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

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

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

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

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

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

PASSED AND ADOPTED, this _____ day of _____, 2024.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

ENERGY EFFICIENCY AND CONSERVATION
BLOCK GRANT (EECBG) PROGRAM

Key Activities Summary

Blueprint 2C: Building Efficiency & Electrification Campaign

This Key Activities Summary provides a concise overview of the **Building Efficiency & Electrification Campaign**. DOE plans to provide technical assistance support to all entities who select this Blueprint, which may include one-on-one attention from DOE or national lab experts, webinars, and peer learning opportunities.



INTRODUCTION

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What

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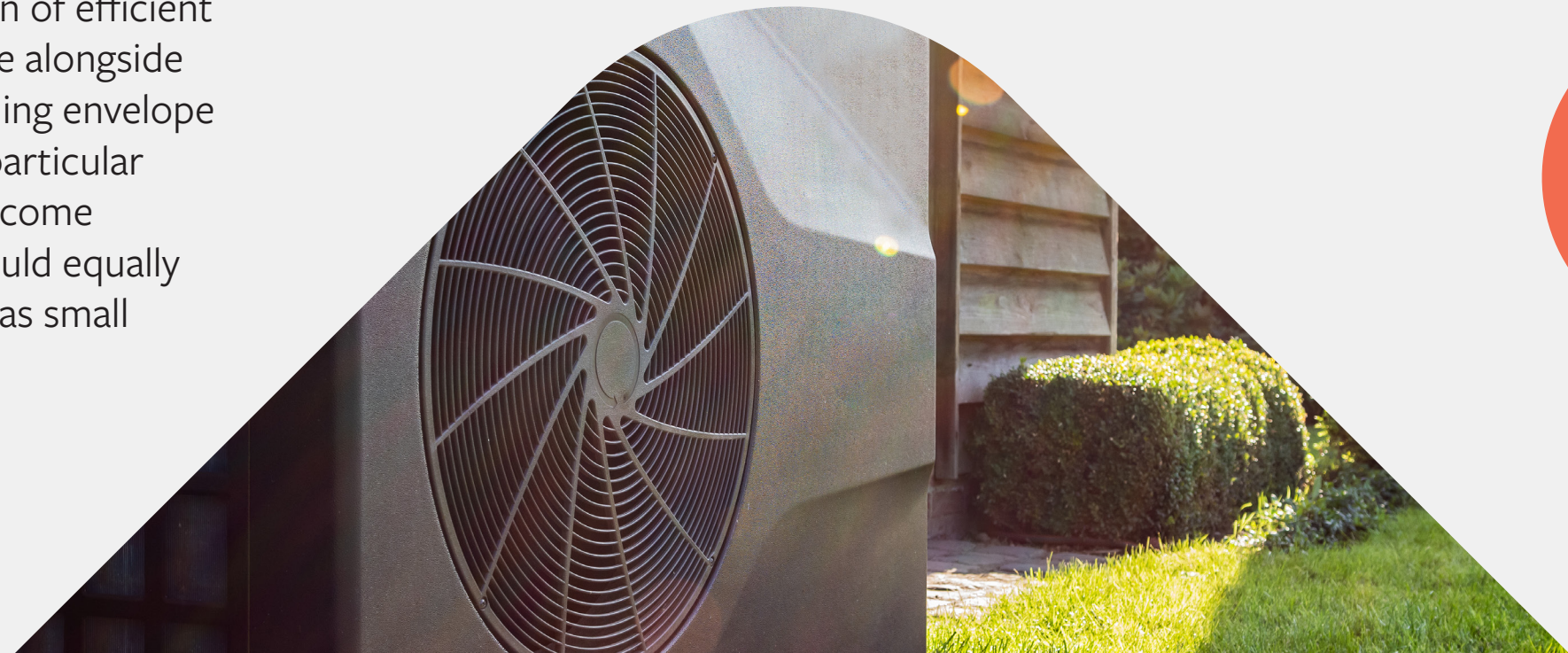
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A building electrification campaign is a coordinated effort for community members to replace fossil-fuel based appliances like furnaces, water heaters, dryers and gas stoves with highly efficient electric appliances, namely heat pumps for heating and cooling, heat pump water heaters, heat pump dryers, and electric stoves. To maximize residents' savings, installation of efficient and electric appliances should be done alongside weatherization upgrades such as building envelope improvements. This Blueprint puts a particular focus on reaching low-to-moderate income (LMI) residential households, but it could equally apply to any customer segment, such as small businesses.



Justice and Equity

Focusing on low-and-moderate income households, including those located in disadvantaged communities (DAC), will focus investments on families that are often left behind. Energy efficiency and electrification upgrades can improve indoor air quality and lower residents' energy bills, making it easier for families to meet monthly expenses. Enabling local vendors through the contracting process can also bolster local economic development.



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Why

Fossil-fuel combustion attributed to residential and commercial buildings accounts for roughly 30% of total U.S. greenhouse gas (GHG) emissions ([Sources of Greenhouse Gas Emissions | US EPA](#)). Our reliance on fossil fuels makes buildings one of the largest sectors accelerating climate change.¹ Fossil-fuel emissions to support buildings can also contribute to respiratory problems from smog and air pollution. Extreme weather events, sea level rise, climate pattern disruption, food supply disruption, increased wildfires and air pollution are just some of the effects of climate change caused by greenhouse gases. At the household level, installing more efficient and electric appliances and equipment can help lower energy bills and improve indoor air quality.² A beneficial electrification campaign focused on LMI households or DACs can help ensure these groups are not left behind in the energy transition.

¹ Source: [Building Electrification 101 \(DOE\)](#)

² Issue Brief: [Promising Examples of Integrated Energy Efficiency and Health Services for Low-Income Households \(DOE\)](#)



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Why (cont.)

Governments can plan ahead and organize an Electrification & Efficiency Campaign to capitalize on the forthcoming \$4.3 billion Home Efficiency Rebates and the \$4.5 billion Home Electrification and Appliance Rebates recently created through the Inflation Reduction Act (IRA). These rebates will make electric appliances, such as heat pumps, more affordable for millions of Americans. For low-to-moderate (LMI) residents, the rebates may even cover the entire cost of the upgrade (see chart to the right for more details). Local, state and tribal governments can play a leading role in educating residents about the upcoming rebates and preparing the community to widely deploy the technology, especially to those who need it most.

Type of Home Energy Project	Maximum Allowed Rebate Amount Per Household Below 80% Area Median Income (AMI)	Maximum Allowed Rebate Amount Per Household Above 80% Area Median Income (AMI)
Home Efficiency Project with at least 20% predicted energy savings	80% of project costs up to \$4,000	50% of project costs up to \$2,000 (maximum of \$200k for a multifamily building)
Home Efficiency Project with at least 35% predicted energy savings	80% of project costs up to \$8,000	50% of project costs up to \$4,000 (maximum of \$400k for a multifamily building)
Home Electrification Project Qualified Technologies (only households with an income below 150% AMI are eligible)	100% of project costs up to technology cost maximums*; up to \$14,000	50% of project costs up to technology cost maximums*; up to \$14,000 (households with incomes above 150% AMI are not eligible)

***Maximum rebated costs for Home Electrification Project Qualified Technologies:**

- » ENERGY STAR electric heat pump water heater --up to \$1,750
- » ENERGY STAR electric heat pump for space heating & cooling --up to \$8,000
- » ENERGY STAR electric heat pump clothes dryer -- up to \$840
- » ENERGY STAR electric stove, cooktop, range, or oven --up to \$840
- » Electric load service center --up to \$4,000
- » Electric wiring --up to \$2,500
- » Insulation, air sealing, and ventilation --up to \$1,600

Source: [Home Energy Rebate Programs](#)
[Frequently Asked Questions](#) |
[Department of Energy](#)

Key Activities

Key Activities listed below outline important steps a state, local, or tribal government could take to begin an electrification campaign. EECBG Program awardees that utilize a blueprint will receive expedited application review from DOE. Applicants must execute at least one of the key activities listed under each selected blueprint but should avoid going beyond the recommended activities. Going beyond these key activities may trigger additional reviews of your EECBG Program project to ensure you're meeting National Environmental Policy Act (NEPA), historic preservation, and/or other federal regulations. While each step is important, awardees should use this as a guide to determine their own priority activities based on their local context.

- 1 **Design the Electrification Campaign**
- 2 **Design Incentives**
- 3 **Find a Campaign Partner**
- 4 **Develop a Communications Plan and Materials**
- 5 **Program Outreach**

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KEY ACTIVITIES

Design the Electrification Campaign

Successful energy programs address the specific needs, opportunities, and challenges of their local markets. To make sure that your Electrification Campaign is tailored to your local market, the program design should be based on:

1. A market assessment, which identifies needs and opportunities in the market. Design your program to seize these opportunities and overcome customers' barriers to adopting energy efficiency and electrification measures you've identified.
2. Campaign goals which define near and medium-term success.
3. Stakeholder engagement with members of target community and partner organizations that will help you deliver the program. Connect too with local contractors and utilities.

Step 1. Assessing the market will help to determine the right approach for your community. The following data analysis tools will help answer some foundational questions.

- » The [Low-Income Energy Affordability Data \(LEAD\) Tool \(DOE\)](#) provides an easy snapshot of the average energy burdens faced by people in each state, county, city, and census tract. The tool allows users to create maps with housing and energy characteristics by income level. Investigate data for households in your area \leq 80% area median income (AMI) to align with the HOME Rebates requirements. Are there housing types that face higher energy burdens than others? Which neighborhoods are struggling the most?
- » The National Renewable Energy Lab (NREL) [State and Local Planning for Energy \(SLOPE\) Tool](#) allows users to see the impact electrification can have on the county or state through 2050. Its Scenario Planner illustrates estimated impacts on CO₂ emissions by sector when

comparing reference, medium, and high electrification scenarios.

- » The [ResStock tool and factsheets \(NREL\)](#) and factsheets describe the types of energy technology upgrades that are most cost effective for residential buildings in each state. Users can see the estimated annual savings per household of upgrading various options including HVAC equipment, lighting, insulation, and water heating. For instance, in Texas, replacing an electric furnace with a high-efficiency heat pump can save the average household \$670 per year, with state-wide potential to save \$957 million annually.

If you need extra support on this step, ask NREL for technical assistance by emailing them at EECS_TA@nrel.gov.

Step 2. Defining program goals will help to 1) form the basis of your program's design, 2) guide decisions as you refine your program over time, and 3) help communicate what you are seeking to accomplish.

Some campaigns may have goals that focus on specific building types, such as multi-family affordable housing, or specific neighborhoods such as disadvantaged communities. Campaigns may also target buildings with specific heating fuels, such as propane or fuel oil, where electrification may offer the biggest opportunities for reducing costs and emissions. Campaigns could narrow in on one technology solution, e.g. HVAC upgrades only, or could have a "whole home" approach. Whatever the approach, the campaign goals should be specific, measurable, and include targets and timelines.

Example: Campaign Goals:

- » Electrify 10,000 low-income households in my city by 2026, saving participants at least 30% on their energy bills.
- » Update 1,000 HVACs in multi-family affordable housing buildings in my county by Dec. 2025.
- » Facilitate free appliance upgrades for 20% of households \leq 80% area median income by 2024.

Step 3. Stakeholder Engagement. Seek input on your program design before moving forward with implementation, identify and develop relationships with partners who can help you reach your target audience and whose experience and expertise can help you succeed. These partners are utilities, contractors and trade groups, community-based organizations, or people who participate in the delivery of program products and services. Additionally, a market assessment that identifies needs and opportunities in the market will help your program seize opportunities and overcome customers' barriers to adopting energy efficiency and electrification measures you've identified.

Key Resource

[Clean Energy for Low Income Communities \(DOE\)](#) provides a community assessment and barriers analysis tool.

Key Resource

[Better Buildings Residential Program Guide \(DOE\)](#) contains a repository for lessons learned, resources, and knowledge from program administrators and industry experts across the country.

Key Resource

[Contractor Engagement \(DOE\)](#) this handbook provides an overview of the contractor engagement and workforce development for energy programs.

Key Resource

[Residential Retrofit Program Design Guide \(DOE\)](#) focuses on key elements of designing and maintaining a successful residential retrofit program.

Key Resource

[Energy Justice Mapping Tool \(DOE\)](#) this tool allows users to explore and produce reports on census tracts that the U.S. Department of Energy (DOE) has categorized as disadvantaged communities (DAC).

NOTE:

It is important to understand the Buy American requirements and provisions related to procurement using Federal government funding.

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Design Incentives

Financial incentives make it easier for consumers to electrify their appliances. The HOMES Rebates are the key incentives for households. Local governments, Tribes, and states can also consider providing supplemental incentives to their local installers or contractors.

- » **Financing:** The most common form of assistance provided to contractors in acquiring equipment is financing, a simple lease/purchase agreement that is not tied to production.
- » **Cash Incentives:** Other common forms of assistance include cash incentives towards the contractor's purchase of necessary equipment. Incentives could be tied to a specific number of successful job completions, to purchasing energy efficient products, or other requirements. EECBG Program awardees could also help make connections to financing resource or could explore developing a revolving loan fund (See [Blueprint 5: Unlocking Sustainable Financing Solutions for Energy Projects and Programs with Revolving Loan Funds](#)).

Key Resource

[Buy American \(DOE\)](#) The Buy American provisions of the Recovery Act

Key Resource

[ENERGY STAR Energy Efficient Products \(EPA\)](#) allows you to find all the information you need to choose ENERGY STAR certified products, including rebates, and retailers near you.

Purchasing efficient products reduces energy costs without compromising quality. Taking steps to specify ENERGY STAR products in your program's purchasing policies and contracts can ensure products perform. The following clause can be added in a contract:

“The vendor must provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency. The vendor is encouraged to visit [energystar.gov](#) for complete product specifications and updated lists of qualifying products.”

Key Resource

[ENERGY STAR® Distributor-Focused programs \(EPA\)](#) provides insights into how to maximize participation and leverage limited funds in residential HVAC and water heating programs with distributor-focused incentives.

Find a Campaign Partner

For an electrification campaign, the EECBG Program participant may choose to run the campaign or to partner with a third party to execute the campaign. Funding a third party may require going through a formal procurement process. If your procurement will be done via Request for Proposals (RFP), it is essential to plan for sufficient time for each task in the RFP process. For instance, making sure that your RFP is well written and clearly articulates the job(s) you expect bidders to perform will save a significant amount of time and energy in later stages of reviewing proposals, selecting winners, and negotiating contracts. It also may help you secure a better price, as responses to ambiguous RFPs may have higher bid prices to accommodate the unclear work expectations.

It may take at least several months to complete an RFP process. Consult your procurement office about the average turn-around time on RFPs and steps of the contracting process. Consider utilizing any available RFP templates and be aware that there may be standard language that you will be required to include.

Key Resource

[National Association of State Energy Offices NASEO](#) provides sample policy, program documents, and an RFP library.



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KEY ACTIVITIES



Develop a Communications Plan and Materials

Communicating the importance of upgrading home appliances and the low cost of doing due to the federal rebates is the crux of an Electrification Campaign. Good communication raises awareness of the campaign and is crucial for building community support and garnering participation.

- » **Build a communications plan.** Begin by outlining a communication plan, considering your goals and objectives. Who is target audience? Single-family homeowners in a certain neighborhood? Multi-family building managers? Contractors who will find the customers and pitch the ideas? Think about various ways to reach your audience such as through community events, social media, mail, phone, or canvassing. Consider the messenger. Who will be a welcomed voice in the community you're trying to reach? How can those leaders or influencers become engaged in the campaign? Finally, consider and determine how to allocate your communications budget. Billboards, advertisements on buses, radio spots, and social media ads all have different costs and reach different audiences.

- » **Tailor your messages to your target audience.** List the key messages you need to communicate and tailor them to your target audience. Tailoring your message includes both the words you use to communicate as well as how you develop your outreach materials and select your outreach medium. For example, fact sheets, webpages, pop-up events, and social media platforms offer different advantages, communication styles, and audience reach. If you're not sure how to best communicate to a specific audience, work with your communication staff.
- » **Website development.** To support your outreach and establish a centralized place for information, create a website that explains the importance of electrification and describe any available incentives or support activities. The website could potentially provide a place for residents to sign up for a newsletter and/or request to be contacted by the campaign's contractors. Alternatively, if the campaign is being led by a third party partner, this website could be set up and maintained by them.



Key Resource

Planning a communication strategy (ENERGY STAR) this six-page worksheet will take you through the process of developing a strategic communications plan.

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KEY ACTIVITIES



Program Outreach

To communicate effectively, determine the best way to deliver your message. Ask your HR and communications departments what they find to be the most effective methods for communicating to different audiences. With external communications, your organization may also have specific requirements and procedures that you must follow.

Determine how often you will need to communicate, what resources are needed, and who will be responsible. Lastly, consider how you will measure the impact of your communication efforts.



Key Resource

[Marketing and Outreach \(DOE\)](#) provides step-by-step guidance, tips, and resources for residential marketing and outreach plans.

Learn More

[Department of Energy | EECBG Program](#)



EECBG

ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT



NEIGHBORHOOD SERVICES

Rebecca Vera, Neighborhood Service Manager

Lisa Locken, Neighborhood Services Specialist

What is EECBG?

Energy Efficiency and Conservation Block Grant (EECBG)

A flexible funding opportunity through the Department of Energy (DOE) that offers local governments funding to invest in a variety of clean energy and energy efficiency projects.

Schertz potential allocation: \$76,400

Program Proposal

BUILDING EFFICIENCY AND ELECTRIFICATION

- DOE template "Building Efficiency and Electrification Program"
- Develop program for eligible residents focusing on less energy consumption.
- Facilitate installation of approved efficient electric appliances or highly rated insulation.

2-year Program Goal

BUILDING EFFICIENCY AND ELECTRIFICATION

- **Focus on assisting low-moderate income residents**
- **Coordinate weatherization upgrades**
- **Replace outdated inefficient appliances**
- **Reduce energy consumption, lower energy bills and improve comfort and safety of homes**
- **Program completion: September, 2026**

POTENTIAL ENERGY EFFICIENT UPGRADES



SCHIERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

Texas Top 10 Improvements

* Pays back in less than 5 years for most households

- HVAC** * High-efficiency heat pump (replace electric furnace at wear out)
- Enclosure** Drill-and-fill wall cavity insulation
- HVAC** * Smart thermostat
- Lighting** * LED lighting
- Enclosure** R-49 attic insulation
- HVAC** SEER 16 central air conditioning
- HVAC** Duct sealing & insulating
- Enclosure** Low-E storm windows (DIY install)
- Water Heating** Heat pump water heater (replace electric water heater at wear out)
- HVAC** * ENERGY STAR room AC (EER 12)



Proposed Program

Resident submits completed application including all required supplemental documentation.

Staff reviews, performs preliminary inspection and submits application to EECBG Voucher Administrator for approval.

Approved work is completed by pre-approved contractor and is inspected by staff.

Contractor paid from Reimbursable Advance Account.

Paid invoices submitted to EECBG Voucher Administrator portal.

Payments will be returned to Reimbursable Advance Account.

EECBG VOUCHER



VOUCHER

Streamlined applications

electronic filing

100% reimbursable

Work is preapproved

DOE determines scope of each project

Key Steps

REGISTER FOR AWARD MANAGEMENT-3-week process time before application can be submitted.

REGISTER FOR FED CONNECT – allows the organization to acknowledge award

PROVIDE INFORMATION ON PRE-AWARD SHEET

APPLY ON DOE/EECBG PORTAL

SUBMIT REQUIRED FORMS BEFORE APRIL 30, 2024

Key Facts

Proposed program would span 2 fiscal years.

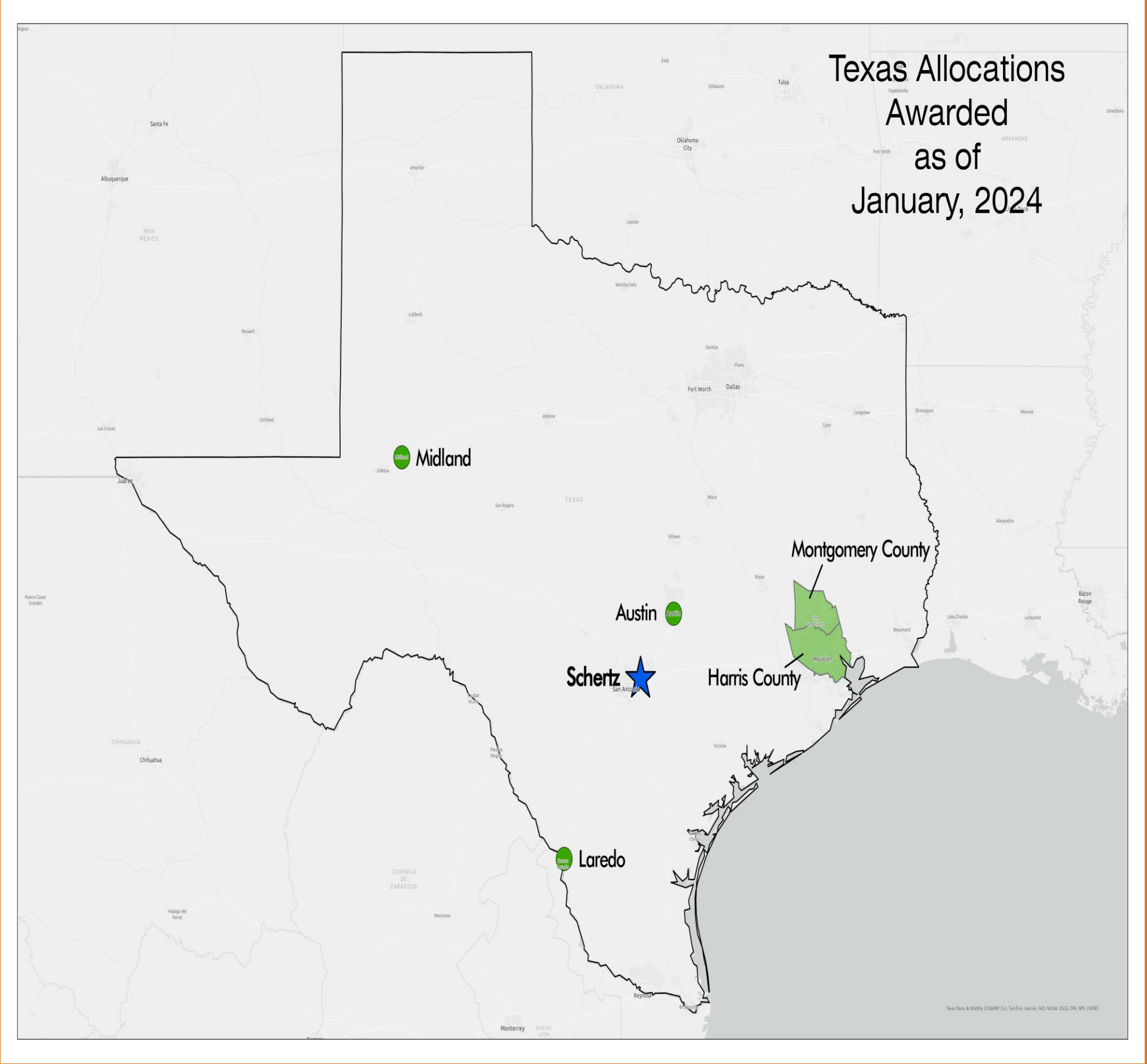
The grant amount of \$76,400 provides for 100% of the funds that are reimbursable by the DOE.

The voucher system requires the City of Schertz to submit for reimbursement on approved projects and has zero fiscal impact.

All approved expenses will be submitted to the EECBG Voucher Administrator for full reimbursement.

NOT MANY
HAVE
APPLIED
FOR
FUNDING...

SCHERTZ
IS ON THE
MAP!



COMMENTS & QUESTIONS

CONTACT US

Neighborhood Services

1400 Schertz Parkway, Building 1, Schertz, TX 78154

Phone Number

210-619-1650

E-mail Address

Mytown@schertz.com



CITY COUNCIL MEMORANDUM

City Council Meeting: February 20, 2024

Department: Planning & Community Development

Subject: Ordinance 24-S-01 - Approving amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC) to Article 5 - Zoning Districts, Article 9 - Site Design Standards, and Article 14 - Transportation. *Final Reading*
(B.James/L.Wood/S.Haas)

BACKGROUND

Main Street has a grant program along with exemptions from certain development and impact fees from the city. Despite these incentives, development activity along the corridor has been relatively slow. Within the Main Street corridor there are two Main Street-specific zoning districts, Main Street Mixed Use (MSMU) and Main Street Mixed Use - New Development (MSMU-ND). The Main Street Committee has expressed interest in adjusting some of the requirements and regulations in the Unified Development Code in order to provide both Main Street Zoning Districts with greater flexibility. The purpose of Ordinance 24-S-01 is to provide the greater flexibility desired.

Ordinance 24-S-01 will also provide further revisions to Article 5 in order to clean-up unused sections in the UDC. These sections pertain to certain zoning districts that are not used in Schertz. These districts were based off of components in the 2013 Schertz Sector Plan and no applicant has elected to use them since. The Comprehensive Plan update is currently underway and once it is adopted, these zoning districts will no longer be applicable. These proposed amendments will help eliminate clutter and confusion in the UDC.

Proposed Amendments:

Article 5 - Zoning Districts	
Sec. 21.5.2 - Zoning Districts Established	Adding MSMU-ND to established zoning districts, while eliminating unused districts.
Sec. 21.5.5 - Statement of Purpose and Intent for Residential	Updating the description of the Main Street Districts to match the proposed new permitted uses (see below)
Sec. 21.5.6 - Statement of Purpose and Intent for Nonresidential	Removing the Golf Course District as this zoning district is not used in the city, and it is not defined in the UDC.
Sec. 21.5.7 - Dimensional and Developmental Standards	Modifying parking minimums for Main Street districts (only 2 per lot now in MSMU and proposing the same for MSMU-ND), reduction of rear setbacks for MSMU, allowing the City Engineer flexibility to reduce side yard setbacks to no less than 10' on corner lots when evaluating sight distance issues. There will also be some UDC clean-up as the parking note in the table (note b) does not currently match Section 21.10.4.
Sec. 21.5.8 - Permitted Use Table	Permitting the following uses in the Main Street Districts: <ul style="list-style-type: none"> • Tattoo Parlor/Studio (with limited use) • Multi-Family/Apartment Dwelling • One-Family Dwelling Attached • Private Club • Theater, Indoor • Two-Family Dwelling

	<ul style="list-style-type: none"> • Automobile Parking Structure/Garage • Microbrewery/Brewpub (adding the definition below in Article 16 with upcoming separate amendment) <p><i>"Microbrewery/Brewpub: A facility for the production and packaging of malt beverages for distribution, retail, or wholesale, on or off premise. The development may include other uses such as a standard restaurant, bar or live entertainment as otherwise permitted in the zoning district."</i></p> <ul style="list-style-type: none"> • Pet Store (already permitted in MSMU-ND, proposing MSMU to match) • Municipal Uses Operated by the City of Schertz • Dance Hall/Night Club
Sec. 21.5.12 - Agricultural Conservation Planned Development District (ACPDD)	Removing this zoning district as it is not used in the city, and staff believes that it is highly unlikely applicants will select this specific PDD. This district was based off of components in the 2013 Schertz Sector Plan and will no longer be applicable with the Comprehensive Plan Update.
Sec. 21.5.14 - Mixed Use Planned Development District (MUPDD)	Removing this zoning district as it is not used in the city, and staff believes that it is highly unlikely applicants will select this specific PDD. This district was based off of components in the 2013 Schertz Sector Plan and will no longer be applicable with the Comprehensive Plan Update.
Sec. 21.5.15 - Design Overlay District (DO)	Removing these overlay districts as they have never been implemented, nor does staff believe they will be implemented. Also, certain items in this section are no longer in conformance with state law.
Article 9 - Site Design Standards	
Sec. 21.9.7 - Landscaping	MSMU and MSMU-ND will be exempt from a 20-foot landscape buffer adjacent to the public right of way, interior parking lot requirements, landscape buffers with an 8-foot masonry fence, and the landscape buffer between residential and nonresidential has been reduced from 20-feet to 5-feet.
Article 14 - Transportation	
Sec. 21.14.3 - Additional Design Requirements	Exempting both Main Street zoning districts (MSMU and MSMU-ND) from some additional setbacks as well as screening and buffering requirements in this section.

GOAL

To amend the UDC to review and update the development regulations due to changing conditions and community goals in order to establish and maintain sound, stable and desirable development.

COMMUNITY BENEFIT

It is the City's desire to promote safe, orderly, efficient development and ensure compliance with the City's vision of future growth.

SUMMARY OF RECOMMENDED ACTION

Many parcels along Main Street are small or unusual in layout; this may be due to the fact that the areas around Main Street are some of the oldest in Schertz. This is an important factor as properties have had ample time to be bought, sold, and/or subdivided even prior to Schertz incorporating as a municipality. Development patterns and building codes have also changed in that time, necessitating different property requirements than from those in the early 20th century. Geographic constraints are present as well, such as the prevalence of flood zones and the Union Pacific Railroad that essentially abuts the entire southern portion of Main Street.

The requirements in the UDC are there to promote the health and welfare of the city as a whole; however, certain regulations make more sense for newer developments, such as buffering commercial and residential activity, or greater building setbacks. Much of the history and identity of Schertz stems from Main Street, which makes this

corridor unique. The distinctive quality of Main Street would be better served if the Unified Development Code (UDC) reflected this. The proposed amendments will help to make Main Street a cohesive district. These amendments will provide more opportunities for the corridor as well as more seamless transitions between commercial and residential uses, establishing a truly mixed use area. This will generate the potential for Main Street to recapture its historical form and function to create a destination for the citizens of Schertz and the surrounding communities.

Finally, these amendments will clean-up unused items from the UDC, allowing for easier understanding and use.

For these reasons, staff is recommending approval of Ordinance 24-S-01

The Planning and Zoning Commission met on January 10, 2024 and made a recommendation of approval with a 6-0 vote.

The Schertz City Council met on February 6, 2024 and voted to approve Ordinance 24-S-01 with a 6-0 vote.

RECOMMENDATION

Approval of Ordinance 24-S-01

Attachments

Ordinance 24-S-01 with Exhibits
UDC Main Street Amendments (redlines)
UDC Main Street Amendments (clean)
City Council Presentation Slides

ORDINANCE NO. 24-S-01

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO AMEND PART III, SCHERTZ CODE OF ORDINANCES, THE UNIFIED DEVELOPMENT CODE (UDC) ARTICLE 5 - ZONING DISTRICTS, ARTICLE 9 - SITE DESIGN STANDARDS, AND ARTICLE 14 - TRANSPORTATION.

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

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

WHEREAS, on January 10, 2024, the Planning and Zoning Commission conducted public hearings and, thereafter recommended approval; and

WHEREAS, on February 6, 2024, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the proposed amendments are appropriate and in the interest of the public safety, health, and welfare.

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

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

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

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

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

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

Section 6. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this

Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

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

PASSED ON FIRST READING, the ____ day of _____ 2024.

PASSED, APPROVED and ADOPTED ON SECOND READING, the ____ day of _____, 2024.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

(city seal)

Exhibit “A”

Proposed Unified Development Code (UDC) Amendments

Article 5 – Zoning Districts, Article 9 – Site Design Standards, and Article 14 – Transportation.

Sec. 21.5.2. Zoning Districts Established.

The City is hereby geographically divided into zoning districts and the boundaries of those districts herein are delineated upon the Official Zoning Map of the City. The use and dimensional regulations as set out in this Article are uniform in each district. Zoning districts are established in compliance with adopted Comprehensive Land Plan and Master Thoroughfare Plan. The districts established shall be known as follows:

Table 21.5.2	
Symbol	Zoning District Name
PRE	Predevelopment District
R-1	Single-Family Residential District
R-2	Single-Family Residential District
R-3	Two-Family Residential District
R-4	Apartment/Multi-Family Residential District
R-6	Single-Family Residential District
R-7	Single-Family Residential District
R-A	Single-Family Residential/Agricultural District
GH	Garden Home Residential District
TH	Townhome District
MHS	Manufactured Home Subdivision District
MHP	Manufactured Home Park District
OP	Office and Professional District
NS	Neighborhood Services District
GB	General Business District
GB-2	General Business District-2
M-1	Manufacturing District (Light)
M-2	Manufacturing District (Heavy)
PUB	Public Use District
PDD	Planned Development District
AD	Agricultural District
EN	Estate Neighborhood PDD
MSMU	Main Street Mixed-Use District
MSMU-ND	Main Street Mixed-Use New Development District

(Ord. No. 13-S-22 , § 1, 7-16-2013; Ord. No. 14-S-47 , § 1, 11-18-2014; Ord. No. 23-S-07 , § 1(Exh. A), 3-14-2023)

Sec. 21.5.5. Statement of Purpose and Intent for Residential Districts.

- A. *Predevelopment District (PRE)*. Intended for use for undeveloped land in the City or as a temporary designation for existing uses for newly annexed property. This zoning is also suitable for areas where development is premature due to lack of utilities, capacity or service and for areas that are unsuitable for development because of physical constraints or potential health or safety hazards. No improvements, construction or structures may be undertaken without obtaining a building permit and no occupancy of such improvements and structures without obtaining a certificate of occupancy.
- B. *Single-Family Residential District (R-1)*. Comprised of single-family detached residential dwellings on a minimum lot size of 9,600 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units.
- C. *Single-Family Residential District (R-2)*. Comprised of single-family detached residential dwellings with a minimum lot size of 8,400 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units.
- D. *Two-Family Residential District (R-3)*. Comprised of two (2) single-family attached residential dwellings with a minimum lot size of 9,000 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units.
- E. *Apartment/Multi-Family Residential District (R-4)*. Intended for apartment and multi-family developments including, but not limited to apartment buildings, duplex, garden apartments, condominium units, assisted living centers, nursing homes and other similar uses. Due to the infrastructure requirements for such districts, the City may require the applicant seeking such zoning classification to establish (i) the adequacy of available access and utility facilities, (ii) sufficiency of drainage, and (iii) provision of sufficient open space. The minimum lot size in such district is 10,000 square feet for three (3) units and 1,800 square feet for each additional dwelling unit. The maximum density shall be twenty-four (24) units per acre. Apartment/Multi-Family Residential Districts should not be located in areas where they would increase traffic through single-family neighborhoods and should be located adjacent to arterial streets with sufficient capacity to carry the increased traffic generated. Multi-family developments are suitable buffers between single-family districts and commercial uses. Multi-family districts should be buffered from non-residential land uses and from pollution sources and environmental hazards. Twenty percent (20%) of the total platted area shall be provided as common, usable open space.
- F. *Single-Family Residential District (R-6)*. Comprised of single-family detached residential dwellings that are on a minimum lot size of 7,200 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units. This district is intended to be developed using the more contemporary building styles and allowing those dwellings to be constructed on relatively small lots. The maximum size tract that can be zoned R-6 is 30 acres.
- G. *Single-Family Residential District (R-7)*. Comprised of single-family detached residential dwellings on a minimum lot size of 6,600 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units. This district is intended to be developed using the more contemporary building styles and allowing those dwellings to be constructed on relatively small lots. The maximum size tract that can be zoned R-7 is 40 acres.
- H. *Single-Family Residential/Agricultural District (RA)*. Intended to provide for areas in which agricultural land may be held in such use for as long as is practical and reasonable. Residences in this District are intended to be on a minimum lot size of 21,780 square feet (one-half acre). This District is suitable for areas where development is premature due to lack of utilities, capacity or service, and for areas that are unsuitable for development because of physical restraints or potential health or safety hazards.

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- I. *Garden Homes Residential District (GH)*. Comprised of single-family detached residential dwellings on a minimum lot size of 5,000 square feet together with the schools, churches, and parks necessary to create basic neighborhood units. This District allows the main structure to be constructed coincident with one (1) of the side property lines, and requires only one (1) side yard setback in order to maximize lot usage and yet maintain a neighborhood character consistent with conventional single-family detached homes.

No area shall be designated GH that contains less than five (5) adjoining lots on a street. Zero lot line homes shall have no windows on the side of the house, which abuts the property line. Entire frontage of one (1) side of the street in the block must be included in the GH designation. Exception may be made where an alley breaks the block on that side of the street. Homes will be uniformly located on the same side of the lot within a street block.

- J. *Townhome District (TH)*. Comprised of an attached residential dwelling unit in structures built to accommodate three (3) to six (6) units per structure. Density shall not exceed twelve (12) units per gross acre. Townhome units shall be constructed on a single lot, or on adjacent individual lots. Individual ownership of the townhome units is encouraged. Minimum lot area shall not be less than 2,500 square feet per dwelling unit. Ten percent (10%) of the total platted area shall be provided as common, usable open space. This District should not be located in areas where it would increase traffic through single-family neighborhoods and should be adjacent to arterial streets with sufficient capacity to carry the increased traffic generated.
- K. *Manufactured Home Subdivision District (MHS)*. Intended to recognize that certain areas of the City are suitable for a mixture of single-family dwelling units and HUD-Code manufactured homes, to provide adequate space and site diversification for residential purposes designed to accommodate the peculiarities and design criteria of manufactured homes, along with single-family residences, to promote the most desirable use of land and direction of building development, to promote stability of development, to protect the character of the district, to conserve the value of land and buildings, and to protect the City's tax base. This District provides for the creation and/or subdivision of any lot, tract or parcel of land used for the placement of manufactured homes. This District is not intended to prohibit or unduly restrict any type of housing but to ensure compatibility in housing types between manufactured home subdivisions and surrounding single family residential subdivisions and recognizing their inherent differences.
- L. *Manufactured Home Park District (MHP)*. Intended to provide adequate space and site diversification for residential purposes designed to accommodate the peculiarities and design criteria of manufactured homes, to promote the most desirable use of land and direction of building development, to promote stability of development, to protect the character of the district, to conserve the value of land and buildings, and to protect the City's tax base. This District provides for the creation of tracts of land used for the placement of multiple manufactured homes on a single lot, tract or parcel of land and utilized for rent or lease. This District is not intended to prohibit or unduly restrict any type of housing but to ensure compatibility between manufactured home parks and surrounding properties and recognizing the inherent differences in housing types between manufactured home parks and other residential districts.
- M. *Agricultural District (AD)*. Intended to provide as a base zoning district in areas designated as agricultural conservation on the North and South Schertz Framework Plans. Residences in this District are intended to be on a minimum lot size of 217,800 square feet (five acres). Clustering of up to two homes may be allowed on the same lot subject to setback requirements. This District is suitable for areas where development is premature due to lack of utilities, capacity or service, and for areas that are unsuitable for development because of physical restraints or potential health or safety hazards.
- N. *Main Street Mixed-Use District (MSMU)*. Intended to provide a base zoning district in the area along Main Street. In light of the history of the area and variety of land uses that exist, this zoning district allows for single-family and multi-family residential uses, and low intensity commercial uses. Reduced setbacks and parking requirements are provided as part of this district due to physical restraints.

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- O. *Main Street Mixed-Use New Development District (MSMU-ND)*. Intended to provide a base zoning district in the area along Main Street, specifically for new development of existing properties. This district is intended to mirror The Main Street Mixed-Use District (MSMU), allowing for -single-family and multi-family residential uses, and low intensity commercial uses. Reduced setbacks, parking requirements, along with reduced landscape buffers are provided as part of this district due to physical restraints of the existing properties.

(Ord. No. 13-S-22, § 2, 7-16-2013 ; Ord. No. 14-S-47 , § 2, 11-18-2014; Ord. No. 21-S-26 , § 1(Exh. A), 7-6-2021; Ord. No. 23-S-07 , § 1(Exh. A), 3-14-2023)

Sec. 21.5.6. Statement of Purpose and Intent for Nonresidential Districts.

- A. *Office and Professional District (OP)*. Intended to provide suitable areas for the development of office structures as well as office park developments on appropriately designed and attractively landscaped sites. It is also intended to provide ancillary retail service (restaurants, coffee shops, newsstands, etc.) for such office developments. Due to the intensity of these developments, this District should be generally located along major transportation corridors, and be properly buffered from less intensive residential uses.
- B. *Neighborhood Services District (NS)*. Intended to provide suitable areas for the development of certain limited service and retail uses in proximity to residential neighborhoods in order to more conveniently accommodate the basic everyday retail and service needs of nearby residents. Such uses occur most often on the periphery of established neighborhoods at the intersection of collectors and minor arterials, and are generally on sites of approximately one (1) to three (3) acres in size. These developments are to have generous landscaping and contain non-residential uses, which do not attract long distance traffic trips. This District should be properly buffered from residential uses and protected from pollution and/or environmental hazards.
- C. *General Business District (GB)*. Intended to provide suitable areas for the development of non-residential uses which offer a wide variety of retail and service establishments that are generally oriented toward serving the overall needs of the entire community. These businesses are usually located on appropriately designed and attractively landscaped sites and along principal transportation corridors.
- D. *General Business District-2 (GB-2)*. Intended to provide suitable areas for the development of non-residential and light industrial uses that offer a wide variety of retail and service establishments that are generally oriented toward serving the overall needs of the entire community. These businesses are usually located on appropriately designed and attractively landscaped sites and along principal transportation corridors. These facilities should not emit dust, odor, smoke, gas or fumes, or any other hazardous elements, which are detectable beyond the boundary of the property. Due to the traffic generated by such uses, these districts should be located on arterial streets. In reviewing the proposed development, other infrastructure considerations such as water, electric, sewer, gas and fire line pressure should be taken into account. Where several lots are to be jointly developed as a light manufacturing area, restrictive covenants and development restrictions encouraging high-level design and maintenance are encouraged.
- E. *Manufacturing District-Light (M-1)*. Intended to provide a suitable area for the development of light industrial, assembly and manufacturing, warehouse and distribution facilities. These facilities should not emit dust, odor, smoke, gas or fumes, or any other hazardous elements, which are detectable beyond the boundary of the property. Due to the traffic generated by such uses, these districts should be located on arterial streets. In reviewing the proposed development, other infrastructure considerations such as water, electric, sewer, gas and fire line pressure should be taken into account. Where several lots are to be jointly developed as a light manufacturing area, restrictive covenants and development restrictions encouraging high-level design and maintenance are encouraged.
- F. *Manufacturing District—Heavy (M-2)*. Intended to provide a suitable park-like area for the development of intensive industrial/manufacturing activities, which tend to emit certain offensive features such as odor, noise, dust, smoke and/or vibrations, but under controlled conditions. Specific Use Permit will be required by all activities locating in this area. Uses shall also recognize the need for increased water pressure and capacity in order to provide adequate fire protection.
- G. *Public Use District (PUB)*. Intended to identify and provide a zoning classification for land that is owned or may be owned by the City, County, State, or Federal Government or the School District; land that has been dedicated to the City for public use such as parks and recreation, and land designated and dedicated to the City as a greenbelt.

Sec. 21.5.7. Dimensional and Developmental Standards.

- A. *General.* All projects or developments shall comply with all of the applicable dimensional and development standards of this Article. Additional requirements may also apply as required in other sections of this UDC. All area requirements and lot sizes shall be calculated based on gross acres.

Table 21.5.7.A DIMENSIONAL REQUIREMENTS RESIDENTIAL ZONING DISTRICTS											
		Minimum Lot Size And Dimensions			Minimum Yard Setback (Ft)				Miscellaneous Lot Requirements		
Code	Zoning District	Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Side Ft.	Rear Ft.	Minimum Off-Street Parking Spaces	Max Height Ft.	Max Imperv Cover	Key
R-1	Single-Family Residential District-1	9,600	80	120	25	10	20	2	35	50%	h,j,k,l,m,o
R-2	Single-Family Residential District-2	8,400	70	120	25	10	20	2	35	50%	h,j,k,l,m,o
R-3	Two-Family Residential District	9,000	75	120	25	10	20	2	35	60%	h,j,k,l,m,o
R-4	Apartment/Multi-Family Residential District	10,000	100	100	25	10	20	2	35	75%	a,b,j,k,l,m
R-6	Single-Family Residential District-6	7,200	60	120	25	10	20	2	35	50%	h,k,l,m,n,o
R-7	Single-Family Residential District-7	6,600	60	110	25	10	20	2	35	50%	h,k,l,m,n,o
R-A	Single-Family-Residential/Agriculture	21,780	-	-	25	25	25	2	35	50%	h,k,l,m,n
GH	Garden Home Residential District	5,000	50	100	10	10	10	2	35	75%	c,d,e,f,g,k,l,m
TH	Townhome District	2,500	25	100	25	10	20	2	35	75%	h,j,k,l,m
MHS	Manufactured Home Subdivision District	6,600	60	110	25	10	20	2	35	50%	j,k,l,m,o
MHP	Manufactured Home Park District	43,560	-	-	25	12.5	25	-	35	50%	j,k,l,m
AD	Agricultural District	217,800	100	100	25	25	25	2	35	30%	h,k,o
MSMU	Main Street Mixed Use	5,000	50	100	10	5	10	2	35	80%	h,j,k,m,n,p
MSMU-ND	Main Street Mixed Use-New Development	5,000	50	100	10	5	10	2	35	80%	j,k,m,p

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Key:	
a.	Add 1,800 square feet of area for each unit after the first 3 units. Maximum density shall not exceed 24 units per acre.
b.	2 parking spaces per bedroom plus 5%.
c.	Zero lot line Garden Homes.
d.	20-foot paved alley for ingress/egress to all rear garages.
e.	5-foot shall be designated maintenance easement.
f.	Corner lot shall have 10-foot side yard setback from street right-of-way.
g.	25-foot set back to property line adjoining public street.
h.	Corner lot shall have minimum 15-foot side yard setback from street right-of-way. For properties on Main Street, the City Engineer may authorize a reduction to no less than 10' if there are no sight distance issues.
i.	Minimum lot area for each unit.
j.	Site Plan approval required.
k.	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.
l.	No variances may be permitted to exceed the maximum impervious cover limitations
m.	Refer to Article 14, section 21.14.3 for additional design requirements
n.	All single family residential dwelling units constructed within this district shall be constructed with an enclosed garage.
o.	Side yard setback of 7.5 ft. for R-1, R-2, R-3, R-6, R-7, and MHS continues in effect for all subdivisions vested on the date of adoption of Ordinance No. 11-S-15.
p.	Not subject to the requirements in section 21.10.4

Table 21.5.7.B DIMENSIONAL REQUIREMENTS NON-RESIDENTIAL ZONING DISTRICTS (d)												
		Minimum Lot Size And Dimensions			Minimum Yard Setback (Ft)					Miscellaneous Lot Requirements		
Code	Zoning District	Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Rear Adj Non- Res Zone	Rear Adj. Res Zone	Side Adj Non- Res Zone	Side Adj Res Zone	Max Ht. Ft.	Max Imperv Cover	Key
OP	Office/ Professional	6,000	60	100	25	0	25	0	25	35	70%	a, b, c, d

NS	Neighborhood Services	10,000	100	100	25a	0	25	0	25	35	80%	a, b, c, d
GB	General Business	10,000	100	100	25	0	25	0	25	120	80%	a, b, c, d
GB-2	General Business-2	10,000	100	100	25	0	25	0	25	120	80%	a, b, c, d
M-1	Light Manufacturing	10,000	100	100	25	0	50c	0	25b	120	80%	a, b, c, d
M-2	Heavy Manufacturing	10,000	100	100	25	0	50c	0	25b	120	80%	a, b, c, d
PUB	Public Use District	10,000	100	100	25	0	15	0	25	35	70%	a, c, d
Key:												
a.	See Article 10 for parking requirements.											
b.	Uses may require a Specific Use Permit. The City of Schertz will follow the guidelines outlined in the Air Installation Compatible Use Zone (AICUZ) study for Randolph Air Force Base.											
c.	No variances may be permitted to exceed the maximum impervious cover limitations.											
d.	Refer to Article 14, Sec. 21.14.3 for additional design requirements.											

B. *Additional Dimensional and Development Standards.*

1. All lots developed for residential purposes shall comply with the lot area, minimum setbacks and height requirements established in table 21.5.7A for the zoning district(s) in which the lot(s) is/are located. All lots developed for allowed non-residential purposes, within residential zoning districts, shall comply with lot, area and height requirements established in table 21.5.7A for the zoning district(s) in which the lot(s) is/are located.
2. All lots developed for non-residential purposes shall comply with lot, area, minimum setbacks, and maximum height requirements established for the zoning district(s) in which the lot(s) is located, as established in table 21.5.7B.
3. All lots shall have at least the minimum area, width and depth as indicated in the tables 21.5.7A and 21.5.7B in this section.
4. Platted subdivisions established by a duly approved plat filed prior to adoption of this UDC shall be exempt from meeting any new lot width, depth, and/or square footage requirements.
5. No lot existing at the time of passage of this UDC shall be reduced in size below the minimum area requirements set forth in tables 21.5.7A and 21.5.7B.
6. Minimum lot size requirements shall not apply to previously platted lots that are annexed into the City, but shall apply in the event of a vacation and replat of such property. All other requirements of this UDC shall nevertheless apply.
7. No portion of any building on a residential lot may be located on any lot closer to any lot line or to the street right-of-way line than is authorized in table 21.5.7A set forth in this section unless otherwise listed below:
 - a. Where the frontage on one (1) side of a street is divided by two (2) or more zoning districts, the front yard setback shall comply with the requirements of most restrictive district for the entire frontage between the nearest intersecting streets.
 - b. Where the building setback line has been established by plat and exceeds the requirements of this UDC, the more restrictive setback line shall apply.
 - c. The front yard setback shall be measured from the property line to the front face of the building, covered porch, covered terrace, or attached accessory building. Eaves and roof extensions may project into the required front yard, not to exceed two (2) feet.
 - d. *Side Yards:* Every part of a required side yard shall be open and unobstructed except for accessory buildings as permitted herein and the ordinary projections of window sills, belt courses, cornices and other architectural features projecting not to exceed twelve (12) inches into the required side yard, and roof eaves projecting not to exceed twenty-four (24) inches into the required side yard.
 - e. *Rear Yards:* Every part of a required rear yard shall be open and unobstructed, except for accessory buildings, uses and structures as permitted and the ordinary projections of window sills, belt courses, cornices and roof overhangs and other architectural features projecting not to exceed twenty-four (24) inches into the required rear yard.
 - f. Where lots have double frontage, running from one street to another, a required front yard setback shall be provided on both streets.
 - g. *Mixed Use Building:* In a building serving dwelling and other uses, in any district, the height and area regulations applicable to non-residential buildings shall apply.

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- h. There shall not be more than one (1) residential dwelling on a platted lot of a duly recorded plat of a single-family residential use.

(Ord. No. 13-S-22 , § 3, 7-16-2013; Ord. No. 14-S-47 , § 3, 11-18-2014; Ord. No. 21-S-26 , § 1(Exh. A), 7-6-2021)

Sec. 21.5.8. Permitted Use Table.

- A. *Use of Land and Buildings.* Structures, land or premises shall be used only in accordance with the use permitted in the following use table subject to compliance with the dimensional and development standards for the applicable zoning district and all other applicable requirements of this UDC.
- B. *Permitted Principal Uses.* No principal use shall be permitted in any district unless it appears in the following permitted use table.

[Permitted Use Table Here]

C. *New and Unlisted Uses.*

1. It is recognized that new or unlisted types of land use may seek to locate in the City. In order to provide for such contingencies, a determination of any new or unlisted form of land use shall be made in accordance with this section.
2. For uses in which an applicant requests a Specific Use Permit, the City Manager or his/her designee shall follow the procedures for granting an SUP in accordance with section 21.5.11 of this UDC.
3. It is recognized that the permitted use chart may require amendment, from time to time, to allow for uses that were otherwise not permitted. In the event an amendment to the permitted use chart is required, the procedure for the amendment shall be the same as required for an amendment to the text of the UDC in accordance with section 21.4.7 of this UDC.

D. *Limited Uses.*

1. Tattoo Parlors/Studios in the Main Street Mixed Use District and the Main Street Mixed Use – New Development District shall have the following limited uses:
 - a. No tattoo studio shall be within 900 feet of another tattoo studio (property line to property line).

(Ord. No. 13-S-22 , § 4, 7-16-2013; Ord. No. 14-S-47 , § 4, 11-18-2014; Ord. No. 20-S-29, § 1(Exh. A), 10-27-2020; Ord. No. 21-S-26 , § 1(Exh. A), 7-6-2021; Ord. No. 21-S-44 , § 1(Exh. A), 10-26-2021)

Proposed UDC Amendment

Article 5 – Permitted Use Table

Proposed changes to Article 5 – Permitted Use Table to add uses to Main Street Zoning Districts

Zoning District	P=Permitted/ S= Specific Use Permit	Permitted Uses
Main Street Mixed Use District (MSMU)	P	Tattoo Parlor/Studio
Main Street Mixed Use District (MSMU)	P	Multi-Family Apartment Dwelling
Main Street Mixed Use District (MSMU)	P	One-Family Dwelling Attached
Main Street Mixed Use District (MSMU)	P	Private Club
Main Street Mixed Use District (MSMU)	P	Theater, Indoor
Main Street Mixed Use District (MSMU)	P	Two-Family Dwelling
Main Street Mixed Use District (MSMU)	P	Automobile Parking Structure/Garage
Main Street Mixed Use District (MSMU)	P	Microbrewery/Brewpub
Main Street Mixed Use District (MSMU)	P	Dance Hall/Night Club
Main Street Mixed Use District (MSMU)	P	Municipal Uses Operated by the City of Schertz
Main Street Mixed Use District (MSMU)	P	Pet Store
Main Street Mixed Use – New Development District (MSMU-ND)	P	Tattoo Parlor/Studio
Main Street Mixed Use – New Development District (MSMU-ND)	P	Multi-Family Apartment Dwelling
Main Street Mixed Use – New Development District (MSMU-ND)	P	One-Family Dwelling Attached
Main Street Mixed Use – New Development District (MSMU-ND)	P	Private Club
Main Street Mixed Use – New Development District (MSMU-ND)	P	Theater, Indoor

Main Street Mixed Use – New Development District (MSMU-ND)	P	Two-Family Dwelling
Main Street Mixed Use – New Development District (MSMU-ND)	P	Automobile Parking Structure/Garage
Main Street Mixed Use – New Development District (MSMU-ND)	P	Microbrewery/Brewpub
Main Street Mixed Use – New Development District (MSMU-ND)	P	Dance Hall/Night Club
Main Street Mixed Use – New Development District (MSMU-ND)	P	Municipal Uses Operated by the City of Schertz

No other changes are proposed.

Sec. 21.5.12. - Reserved

Sec. 21.5.14. - Reserved

Sec. 21.5.15. - Reserved

Sec. 21.9.7. Landscaping.

- A. *Purpose.* The purpose of this section is to establish landscaping requirements to enhance the community's ecological, environmental, and beautification efforts as well as its aesthetic qualities. It is the intent of this section to reduce the negative effects of glare, noise, erosion, and sedimentation caused by expanses of impervious and un-vegetated surfaces within the urban environment. It is the intent of this section to preserve and improve the natural and urban environment by recognizing that the use of landscaping elements can contribute to the processes of air purification, oxygen, regeneration, groundwater recharge, noise abatement, glare and heat, provision of habitats for wildlife, and enhance the overall beauty of the City.
- B. *Enforcement.* If at any time after the issuance of a Certificate of Occupancy, the approved landscaping is found to be in nonconformance with standards and criteria of this section, notice by the City may be issued to the owner, citing the violation and describing what action is required to comply with this section. The owner, tenant or agent shall have forty-five (45) days after the date of said notice to restore landscaping as required. The City may extend the time of compliance based on weather conditions. If the landscaping is not restored within the allotted time, such person shall be in violation of this UDC.
- C. *Single Family and Duplex Residential*
Installation and Maintenance.
1. Prior to issuance of a Certificate of Occupancy sod shall be in place in full front and rear yards, except for landscape beds and gardens. On property containing a minimum of one-half (½) acre or greater, sod in front and rear yards shall be planted adjacent to the slab for a distance of fifty feet (50') and for a distance of twenty feet (20') in side yards.
 2. All landscaped areas shall be irrigated with an approved automatic underground irrigation system unless the landscaped area has been designed utilizing xeriscaping methods. All irrigation systems shall be designed and sealed in accordance with the Texas Commission on Environmental Quality (TCEQ) and shall be professionally installed. No irrigation shall be required for undisturbed natural areas or undisturbed existing trees.
 3. Vegetation other than grasses or ground cover under six inches (6") in height is prohibited in any City right-of-way unless specifically authorized in writing by the City Manager or his/her designee.
 4. Landscape planting shall not be erected or installed in such a manner as to interfere with traffic view or impose a safety hazard.
 5. New landscaped areas shall be prepared so as to achieve a soil depth of at least two inches (2").
 6. Every single family residential lot shall provide a minimum of two (2) shade trees which are a minimum of two and one-half inches (2.5") caliper measured at four feet (4') above ground level at the time of planting.
- D. *Nonresidential and Multi-Family.* The provisions of this section apply to new construction except public water and wastewater facilities for which only subsections 14 and 16 below apply.

Existing developments where all structures are not being demolished, do not have to comply with all of these requirements. Rather they cannot decrease compliance with an individual requirement to the point that they no longer comply with that individual requirement.

Installation and Maintenance.

1. Prior to issuance of a Certificate of Occupancy for any building or structure, all screening and landscaping shall be in place in accordance with the landscape plan approved as part of the Site Plan.

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2. In any case in which a Certificate of Occupancy is sought at a season of the year in which the City determines that it would be impractical to plant trees, shrubs or grass, or to lay turf, a Temporary Certificate of Occupancy may be issued for up to four (4) months.
 3. All landscaped areas shall be irrigated with an approved automatic underground irrigation system unless the landscaped area has been designed utilizing xeriscaping methods. All irrigation systems shall be designed and sealed in accordance with the Texas Commission on Environmental Quality (TCEQ) and shall be professionally installed. No irrigation shall be required for undisturbed natural areas or undisturbed existing trees.
 4. Vegetation other than approved grasses or ground cover under six inches (6") in height is prohibited in any City right-of-way unless specifically authorized in writing by the City Manager or his/her designee, after consultation with the Director of Public Works or his/her designee.
 5. Trees planted shall be a minimum of two and one-half inches (2.5") caliper measured at four feet (4') above ground level at the time of planting. All trees planted to meet the minimum landscaping requirements of this section shall be planted so as to provide for no impervious material within the drip line of the tree. For the purposes of determining the drip line to meet the requirements of this section, the drip line radius shall be measured as being ten (10) times the caliper of the tree. For example, a two and one-half inch (2.5") tree will have a twenty-five inch (25") radius or fifty inch (50") diameter. Tree wells or tree grates may be utilized to meet the requirements of this section. The City may, at its option, require certification by a registered arborist that adequate space has been provided for pervious cover beneath the drip line of a tree.
 6. New landscaped areas shall be prepared so as to achieve a soil depth of at least two inches (2").
 7. The use of architectural planters in nonresidential districts may be permitted in fulfillment of landscape requirements subject to approval of the Planning and Zoning Commission at the time of Site Plan approval.
 8. Landscape planting shall not be erected or installed in such a manner as to interfere with traffic view or impose a safety hazard.
 9. A minimum twenty foot (20') 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. The requirements of this section are not applicable to properties zoned Main Street Mixed Use (MSMU) or Main Street Mixed-Use - New Development (MSMU-ND).
 10. A minimum of twenty percent (20%) of the total land area of any proposed multifamily or nonresidential development shall be landscaped and shall be comprised of trees, shrubs, sod or other ground cover. In the event of the construction of a phased development, the minimum twenty percent (20%) requirement shall apply to each phase as it is developed.
 11. All commercial and multi-family properties shall provide shade trees at a ratio of nine (9) trees per acre. Industrial property shall provide shade trees at a ratio of six (6) trees per acre. Public schools shall provide shade trees at a ratio of at least four (4) trees per acre. Existing trees may be counted toward meeting the requirements of this section.
 12. Interior Landscaping. A minimum of ten percent (10%) of the gross parking areas shall be devoted to living landscaping which includes grass, ground covers, plants, shrubs and trees. Gross parking area is to be measured from the edge of the parking and/or driveway and sidewalks. Interior landscaping requirements do not apply to public water and wastewater facilities if an eight feet (8') masonry fence is provide[d] at or near the property boundary.

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13. Interior areas of parking lots shall contain planting islands located so as to best relieve the expanse of paving. Planter islands must be located no further apart than every twenty (20) parking spaces and at the terminus of all rows of parking. Such islands shall be a minimum of 162 square feet or nine feet by eighteen feet (9' x 18') in size. Planter islands shall contain a combination of trees, shrubs, lawn, ground cover and other appropriate materials provided such landscaping does not cause visual interference within the parking area. This subsection does not apply to public schools or properties zoned Main Street Mixed Use (MSMU) or Main Street Mixed-Use - New Development (MSMU-ND).
 14. Perimeter Landscape Area – Perimeter landscaping shall be required in the following scenarios:
 - a) Where a nonresidential or multifamily use adjacent to a nonresidential or multifamily use that is zoned for nonresidential or multifamily uses shall provide a minimum five-foot (5') landscape buffer adjacent to those uses except where the building extends into that five foot (5') landscape buffer.
 - i. A minimum of one (1) shade tree shall be planted for each one-hundred linear feet (100') of landscape buffer except where the entire five-foot (5') wide landscape buffer is encumbered by an easement that does not allow the planting of trees.
 - b) A nonresidential or multifamily use adjacent to a single family or duplex residential use or single family or duplex residentially zoned property shall provide a minimum twenty-foot (20') landscape buffer adjacent to the proper line of the residential use or residentially zoned property. If this scenario is in the Main Street Mixed Use District (MSMU) or the Main Street Mixed Use – New Development District (MSMU-ND) then the landscape buffer shall be a minimum of five feet (5').
 - i. A minimum of one (1) shade tree [s]hall be planted for each thirty (30) linear feet of landscape buffer. The landscape buffer shall be covered with grass or another solid vegetative cover.
 - ii. The landscape buffer shall include a masonry wall which shall be eight feet (8') in height unless in the Main Street Mixed Use District (MSMU) or the Main Street Mixed Use – New Development District (MSMU-ND).
 - c) The requirement of this subsection doe[s] not apply to public water and wastewater facilities if an eight foot (8') masonry wall is provided at or near the property boundary.
 - F. *Landscape Plan Required.* A landscape plan shall be submitted to the City for approval. The landscape plan may be submitted as a part of the Site Plan. The landscape plan shall contain the following information:
 1. location of all existing trees with indication as to those to be preserved;
 2. location of all plants and landscaping material to be used including paving, benches, screens, fountains, statues, or other landscaping features;
 3. species of all plant material to be used;
 4. size of all plant material to be used;
 5. spacing of plant material where appropriate;
 6. type of watering system and location of watering source, irrigation, sprinkler, or water system, including placement of water sources;
 7. description of maintenance provisions of the landscaping plan; and
 8. persons responsible for the preparation of the landscape plan.

(Ord. No. 16-S-27 , §§ 3, 4, 8-30-2016; Ord. No. 18-S-04 , § 1(Exh. A), 1-23-2018; Ord. No. 18-S-24 , § 1(Exh. A), 8-7-2018; Ord. No. 21-S-26 , § 1(Exh. A), 7-6-2021; Ord. No. 23-S-07 , § 1(Exh. A), 3-14-2023)

Sec. 21.14.3. Additional Design Requirements.

A. *Purpose and Applicability.*

1. The purpose of this Section is to establish additional development standards applicable to certain streets within the City to ensure uniform and quality development resulting in an attractive environment compatible with businesses and residential dwellings which does the following:
 - a. provides an environment and living conditions favorable to the public;
 - b. provides a creative approach to land use and related physical development;
 - c. creates a pattern of development which preserves trees and outstanding natural topography and prevents soil erosion and pollution;
 - d. encourages mixed use development through innovative uses of modern development concepts; and
 - e. produces open space and recreation areas.
2. The requirements of this section shall be applicable to all roadways classified as Principal Arterials or Secondary Arterials in accordance with section 21.14.1 including, but not limited to, Schertz Parkway, FM 3009, Old Wiederstein Road, Country Club Blvd, FM 78, FM 1518, FM 482, and Wiederstein Road.

B. *Permitted Uses.* Buildings, structures and land shall be used in accordance with the uses permitted in the applicable zoning district and shall comply with the dimensional requirements of that district in accordance with Article 5 of this UDC.

C. *Building Setback Line.* A minimum fifty foot (50') building setback shall be required adjacent to all rights-of-way. A waiver may be granted by the Planning and Zoning Commission which would allow for a reduction in the minimum required setback when an alternative site layout and design provides for additional open space or landscaping and off-street parking will be located entirely at the rear of the building or lot. In no case shall the minimum building setback be reduced less than the minimum required setback for the applicable zoning district. The requirements of this section are not applicable to properties zoned Main Street Mixed-Use (MSMU) or Main Street Mixed-Use - New Development (MSMU-ND).

D. *Driveways and Access (Connectivity).* Access shall be limited to provide for safe traffic flow and the design shall provide interior drives to limit the number of accesses to the public right-of-way. Access easement should be utilized to limit the number of driveway accesses. Accesses should be planned to match existing driveways or street intersections on the opposite side of the street. All driveways shall have a minimum sight distance of 240 feet.

E. *Screening and Buffering.* A masonry screening wall a minimum of eight foot (8') in height shall be provided where the rear yard of any residential or nonresidential lot abuts a Principal or Secondary Arterial. Any masonry screening wall constructed as part of a new residential subdivision shall be constructed of a like and similar material and color as screening walls in adjacent subdivisions to provide a consistent streetscape. Where the rear yard of any residential lot abuts right-of-way, a minimum twenty foot (20') wide landscape buffer shall be provided adjacent to the right-of-way. Additionally, 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. The requirements of this section are not applicable to properties zoned Main Street Mixed-Use (MSMU) or Main Street Mixed-Use - New Development (MSMU-ND).

(Ord. No. 16-S-27 , § 9, 8-30-2016; Ord. No. 17-S-40 , § 1(Exh. A), 10-24-2017; Ord. No. 21-S-26 , § 1(Exh. A), 7-6-2021; Ord. No. 23-S-07 , § 1(Exh. A), 3-14-2023)

PROPOSED REDLINES

Sec. 21.5.2. Zoning Districts Established.

The City is hereby geographically divided into zoning districts and the boundaries of those districts herein are delineated upon the Official Zoning Map of the City. The use and dimensional regulations as set out in this Article are uniform in each district. Zoning districts are established in compliance with adopted Comprehensive Land Plan and Master Thoroughfare Plan. The districts established shall be known as follows:

Table 21.5.2	
Symbol	Zoning District Name
PRE	Predevelopment District
R-1	Single-Family Residential District
R-2	Single-Family Residential District
R-3	Two-Family Residential District
R-4	Apartment/Multi-Family Residential District
R-6	Single-Family Residential District
R-7	Single-Family Residential District
R-A	Single-Family Residential/Agricultural District
GH	Garden Home Residential District
TH	Townhome District
MHS	Manufactured Home Subdivision District
MHP	Manufactured Home Park District
OP	Office and Professional District
NS	Neighborhood Services District
GB	General Business District
GB-2	General Business District-2
M-1	Manufacturing District (Light)
M-2	Manufacturing District (Heavy)
GC	Golf Course District
PUB	Public Use District
PDD	Planned Development District
AD	Agricultural District
AC	Agricultural Conservation District
EN	Estate Neighborhood PDD
MU	Mixed-Use District
HCOD	Highway Commercial Design Overlay District
CCOD	Campus Commercial Overlay District
IOD	Industrial Overlay District
DO	Downtown Overlay Districts
MSMU	Main Street Mixed-Use District
<u>MSMU-ND</u>	<u>Main Street Mixed-Use New Development District</u>

(Ord. No. 13-S-22 , § 1, 7-16-2013; Ord. No. 14-S-47 , § 1, 11-18-2014; Ord. No. 23-S-07 , § 1(Exh. A), 3-14-2023)

Sec. 21.5.5. Statement of Purpose and Intent for Residential Districts.

- A. *Predevelopment District (PRE)*. Intended for use for undeveloped land in the City or as a temporary designation for existing uses for newly annexed property. This zoning is also suitable for areas where development is premature due to lack of utilities, capacity or service and for areas that are unsuitable for development because of physical constraints or potential health or safety hazards. No improvements, construction or structures may be undertaken without obtaining a building permit and no occupancy of such improvements and structures without obtaining a certificate of occupancy.
- B. *Single-Family Residential District (R-1)*. Comprised of single-family detached residential dwellings on a minimum lot size of 9,600 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units.
- C. *Single-Family Residential District (R-2)*. Comprised of single-family detached residential dwellings with a minimum lot size of 8,400 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units.
- D. *Two-Family Residential District (R-3)*. Comprised of two (2) single-family attached residential dwellings with a minimum lot size of 9,000 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units.
- E. *Apartment/Multi-Family Residential District (R-4)*. Intended for apartment and multi-family developments including, but not limited to apartment buildings, duplex, garden apartments, condominium units, assisted living centers, nursing homes and other similar uses. Due to the infrastructure requirements for such districts, the City may require the applicant seeking such zoning classification to establish (i) the adequacy of available access and utility facilities, (ii) sufficiency of drainage, and (iii) provision of sufficient open space. The minimum lot size in such district is 10,000 square feet for three (3) units and 1,800 square feet for each additional dwelling unit. The maximum density shall be twenty-four (24) units per acre. Apartment/Multi-Family Residential Districts should not be located in areas where they would increase traffic through single-family neighborhoods and should be located adjacent to arterial streets with sufficient capacity to carry the increased traffic generated. Multi-family developments are suitable buffers between single-family districts and commercial uses. Multi-family districts should be buffered from non-residential land uses and from pollution sources and environmental hazards. Twenty percent (20%) of the total platted area shall be provided as common, usable open space.
- F. *Single-Family Residential District (R-6)*. Comprised of single-family detached residential dwellings that are on a minimum lot size of 7,200 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units. This district is intended to be developed using the more contemporary building styles and allowing those dwellings to be constructed on relatively small lots. The maximum size tract that can be zoned R-6 is 30 acres.
- G. *Single-Family Residential District (R-7)*. Comprised of single-family detached residential dwellings on a minimum lot size of 6,600 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units. This district is intended to be developed using the more contemporary building styles and allowing those dwellings to be constructed on relatively small lots. The maximum size tract that can be zoned R-7 is 40 acres.
- H. *Single-Family Residential/Agricultural District (RA)*. Intended to provide for areas in which agricultural land may be held in such use for as long as is practical and reasonable. Residences in this District are intended to be on a minimum lot size of 21,780 square feet (one-half acre). This District is suitable for areas where development is premature due to lack of utilities, capacity or service, and for areas that are unsuitable for development because of physical restraints or potential health or safety hazards.

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- I. *Garden Homes Residential District (GH)*. Comprised of single-family detached residential dwellings on a minimum lot size of 5,000 square feet together with the schools, churches, and parks necessary to create basic neighborhood units. This District allows the main structure to be constructed coincident with one (1) of the side property lines, and requires only one (1) side yard setback in order to maximize lot usage and yet maintain a neighborhood character consistent with conventional single-family detached homes.

No area shall be designated GH that contains less than five (5) adjoining lots on a street. Zero lot line homes shall have no windows on the side of the house, which abuts the property line. Entire frontage of one (1) side of the street in the block must be included in the GH designation. Exception may be made where an alley breaks the block on that side of the street. Homes will be uniformly located on the same side of the lot within a street block.

- J. *Townhome District (TH)*. Comprised of an attached residential dwelling unit in structures built to accommodate three (3) to six (6) units per structure. Density shall not exceed twelve (12) units per gross acre. Townhome units shall be constructed on a single lot, or on adjacent individual lots. Individual ownership of the townhome units is encouraged. Minimum lot area shall not be less than 2,500 square feet per dwelling unit. Ten percent (10%) of the total platted area shall be provided as common, usable open space. This District should not be located in areas where it would increase traffic through single-family neighborhoods and should be adjacent to arterial streets with sufficient capacity to carry the increased traffic generated.
- K. *Manufactured Home Subdivision District (MHS)*. Intended to recognize that certain areas of the City are suitable for a mixture of single-family dwelling units and HUD-Code manufactured homes, to provide adequate space and site diversification for residential purposes designed to accommodate the peculiarities and design criteria of manufactured homes, along with single-family residences, to promote the most desirable use of land and direction of building development, to promote stability of development, to protect the character of the district, to conserve the value of land and buildings, and to protect the City's tax base. This District provides for the creation and/or subdivision of any lot, tract or parcel of land used for the placement of manufactured homes. This District is not intended to prohibit or unduly restrict any type of housing but to ensure compatibility in housing types between manufactured home subdivisions and surrounding single family residential subdivisions and recognizing their inherent differences.
- L. *Manufactured Home Park District (MHP)*. Intended to provide adequate space and site diversification for residential purposes designed to accommodate the peculiarities and design criteria of manufactured homes, to promote the most desirable use of land and direction of building development, to promote stability of development, to protect the character of the district, to conserve the value of land and buildings, and to protect the City's tax base. This District provides for the creation of tracts of land used for the placement of multiple manufactured homes on a single lot, tract or parcel of land and utilized for rent or lease. This District is not intended to prohibit or unduly restrict any type of housing but to ensure compatibility between manufactured home parks and surrounding properties and recognizing the inherent differences in housing types between manufactured home parks and other residential districts.
- M. *Agricultural District (AD)*. Intended to provide as a base zoning district in areas designated as agricultural conservation on the North and South Schertz Framework Plans. Residences in this District are intended to be on a minimum lot size of 217,800 square feet (five acres). Clustering of up to two homes may be allowed on the same lot subject to setback requirements. This District is suitable for areas where development is premature due to lack of utilities, capacity or service, and for areas that are unsuitable for development because of physical restraints or potential health or safety hazards.
- N. *Main Street Mixed-Use District (MSMU)*. Intended to provide a base zoning district in the area along Main Street. In light of the history of the area and variety of land uses that exist, this zoning district allows for both single-family and multi-family residential uses, and low intensity commercial uses. Reduced setbacks and parking requirements are provided as part of this district due to physical restraints.

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- O. *Main Street Mixed-Use New Development District (MSMU-ND)*. Intended to provide a base zoning district in the area along Main Street, specifically for new development of existing properties. This district is intended to mirror The Main Street Mixed-Use District (MSMU), allowing for ~~both~~ single-family and multi-family residential uses, and low intensity commercial uses. Reduced setbacks, parking requirements, along with reduced landscape buffers are provided as part of this district due to physical restraints of the existing properties.

(Ord. No. 13-S-22, § 2, 7-16-2013 ; Ord. No. 14-S-47 , § 2, 11-18-2014; Ord. No. 21-S-26 , § 1(Exh. A), 7-6-2021; Ord. No. 23-S-07 , § 1(Exh. A), 3-14-2023)

Sec. 21.5.6. Statement of Purpose and Intent for Nonresidential Districts.

- A. *Office and Professional District (OP)*. Intended to provide suitable areas for the development of office structures as well as office park developments on appropriately designed and attractively landscaped sites. It is also intended to provide ancillary retail service (restaurants, coffee shops, newsstands, etc.) for such office developments. Due to the intensity of these developments, this District should be generally located along major transportation corridors, and be properly buffered from less intensive residential uses.
- B. *Neighborhood Services District (NS)*. Intended to provide suitable areas for the development of certain limited service and retail uses in proximity to residential neighborhoods in order to more conveniently accommodate the basic everyday retail and service needs of nearby residents. Such uses occur most often on the periphery of established neighborhoods at the intersection of collectors and minor arterials, and are generally on sites of approximately one (1) to three (3) acres in size. These developments are to have generous landscaping and contain non-residential uses, which do not attract long distance traffic trips. This District should be properly buffered from residential uses and protected from pollution and/or environmental hazards.
- C. *General Business District (GB)*. Intended to provide suitable areas for the development of non-residential uses which offer a wide variety of retail and service establishments that are generally oriented toward serving the overall needs of the entire community. These businesses are usually located on appropriately designed and attractively landscaped sites and along principal transportation corridors.
- D. *General Business District-2 (GB-2)*. Intended to provide suitable areas for the development of non-residential and light industrial uses that offer a wide variety of retail and service establishments that are generally oriented toward serving the overall needs of the entire community. These businesses are usually located on appropriately designed and attractively landscaped sites and along principal transportation corridors. These facilities should not emit dust, odor, smoke, gas or fumes, or any other hazardous elements, which are detectable beyond the boundary of the property. Due to the traffic generated by such uses, these districts should be located on arterial streets. In reviewing the proposed development, other infrastructure considerations such as water, electric, sewer, gas and fire line pressure should be taken into account. Where several lots are to be jointly developed as a light manufacturing area, restrictive covenants and development restrictions encouraging high-level design and maintenance are encouraged.
- E. *Manufacturing District-Light (M-1)*. Intended to provide a suitable area for the development of light industrial, assembly and manufacturing, warehouse and distribution facilities. These facilities should not emit dust, odor, smoke, gas or fumes, or any other hazardous elements, which are detectable beyond the boundary of the property. Due to the traffic generated by such uses, these districts should be located on arterial streets. In reviewing the proposed development, other infrastructure considerations such as water, electric, sewer, gas and fire line pressure should be taken into account. Where several lots are to be jointly developed as a light manufacturing area, restrictive covenants and development restrictions encouraging high-level design and maintenance are encouraged.
- F. *Manufacturing District—Heavy (M-2)*. Intended to provide a suitable park-like area for the development of intensive industrial/manufacturing activities, which tend to emit certain offensive features such as odor, noise, dust, smoke and/or vibrations, but under controlled conditions. Specific Use Permit will be required by all activities locating in this area. Uses shall also recognize the need for increased water pressure and capacity in order to provide adequate fire protection.
- G. *Public Use District (PUB)*. Intended to identify and provide a zoning classification for land that is owned or may be owned by the City, County, State, or Federal Government or the School District; land that has been dedicated to the City for public use such as parks and recreation, and land designated and dedicated to the City as a greenbelt.

H. ~~*Golf Course District (GC)*~~. Intended to identify and provide a zoning classification to accommodate the peculiarities and design criteria for land that is publicly or privately owned for use as public or private golf courses and any supporting or related club houses, utility buildings and related amenities (including but not limited to pro shops, swimming pools, tennis courts, restaurants, and bars).

Sec. 21.5.7. Dimensional and Developmental Standards.

- A. *General.* All projects or developments shall comply with all of the applicable dimensional and development standards of this Article. Additional requirements may also apply as required in other sections of this UDC. All area requirements and lot sizes shall be calculated based on gross acres.

Table 21.5.7.A DIMENSIONAL REQUIREMENTS RESIDENTIAL ZONING DISTRICTS											
		Minimum Lot Size And Dimensions			Minimum Yard Setback (Ft)				Miscellaneous Lot Requirements		
Code	Zoning District	Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Side Ft.	Rear Ft.	Minimum Off-Street Parking Spaces	Max Height Ft.	Max Imperv Cover	Key
R-1	Single-Family Residential District-1	9,600	80	120	25	10	20	2	35	50%	h,j,k,l,m,o
R-2	Single-Family Residential District-2	8,400	70	120	25	10	20	2	35	50%	h,j,k,l,m,o
R-3	Two-Family Residential District	9,000	75	120	25	10	20	2	35	60%	h,j,k,l,m,o
R-4	Apartment/Multi-Family Residential District	10,000	100	100	25	10	20	2	35	75%	a,b,j,k,l,m
R-6	Single-Family Residential District-6	7,200	60	120	25	10	20	2	35	50%	h,k,l,m,n,o
R-7	Single-Family Residential District-7	6,600	60	110	25	10	20	2	35	50%	h,k,l,m,n,o
R-A	Single-Family-Residential/Agriculture	21,780	-	-	25	25	25	2	35	50%	h,k,l,m,n
GH	Garden Home Residential District	5,000	50	100	10	10	10	2	35	75%	c,d,e,f,g,k,l,m
TH	Townhome District	2,500	25	100	25	10	20	2	35	75%	h,j,k,l,m
MHS	Manufactured Home Subdivision District	6,600	60	110	25	10	20	2	35	50%	j,k,l,m,o
MHP	Manufactured Home Park District	43,560	-	-	25	12.5	25	-	35	50%	j,k,l,m
AD	Agricultural District	217,800	100	100	25	25	25	2	35	30%	h,k,o
MSMU	Main Street Mixed Use	5,000	50	100	10	5	210	2	35	80%	h,j,k,m,n,p
MSMU-ND	Main Street Mixed Use-New Development	5,000	50	100	10	5	10	2 Parking Spaces are	35	80%	j,k,m,p

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								<p>determined based on the square footage of the structure:</p> <p>0 sq. ft.—1,500 sq. ft. requires 2 parking spaces;</p> <p>1,501 sq. ft.—5,000 sq. ft., requires 5 parking spaces; unless the proposed land use would require less.</p> <p>5,001 sq. ft.—10,000 sq. ft., requires 10 parking spaces; unless the proposed land use would require less.</p> <p>Over 10,000 sq. ft. requires 20 parking spaces; unless the proposed land use would require less.</p>			
Key:											
a.	Add 1,800 square feet of area for each unit after the first 3 units. Maximum density shall not exceed 24 units per acre.										
b.	1.52 parking spaces per bedroom plus 5%.										

c.	Zero lot line Garden Homes.
d.	20-foot paved alley for ingress/egress to all rear garages.
e.	5-foot shall be designated maintenance easement.
f.	Corner lot shall have 10-foot side yard setback from street right-of-way.
g.	25-foot set back to property line adjoining public street.
h.	Corner lot shall have minimum 15-foot side yard setback from street right-of-way. <u>For properties on Main Street, the City Engineer may authorize a reduction to no less than 10' if there are no sight distance issues.</u>
i.	Minimum lot area for each unit.
j.	Site Plan approval required.
k.	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.
l.	No variances may be permitted to exceed the maximum impervious cover limitations
m.	Refer to Article 14, section 21.14.3 for additional design requirements
n.	All single family residential dwelling units constructed within this district shall be constructed with an enclosed garage.
o.	Side yard setback of 7.5 ft. for R-1, R-2, R-3, R-6, R-7, and MHS continues in effect for all subdivisions vested on the date of adoption of Ordinance No. 11-S-15.
p.	<u>Not subject to the requirements in section 21.10.4</u>

Table 21.5.7.B DIMENSIONAL REQUIREMENTS NON-RESIDENTIAL ZONING DISTRICTS (d)												
		Minimum Lot Size And Dimensions			Minimum Yard Setback (Ft)					Miscellaneous Lot Requirements		
Code	Zoning District	Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Rear Adj Non- Res Zone	Rear Adj. Res Zone	Side Adj Non- Res Zone	Side Adj Res Zone	Max Ht. Ft.	Max Imperv Cover	Key
OP	Office/ Professional	6,000	60	100	25	0	25	0	25	35	70%	a, b, c, d
NS	Neighborhood Services	10,000	100	100	25a	0	25	0	25	35	80%	a, b, c, d

GB	General Business	10,000	100	100	25	0	25	0	25	120	80%	a, b, c, d
GB-2	General Business-2	10,000	100	100	25	0	25	0	25	120	80%	a, b, c, d
M-1	Light Manufacturing	10,000	100	100	25	0	50c	0	25b	120	80%	a, b, c, d
M-2	Heavy Manufacturing	10,000	100	100	25	0	50c	0	25b	120	80%	a, b, c, d
PUB	Public Use District	10,000	100	100	25	0	15	0	25	35	70%	a, c, d
Key:												
a.	See Article 10 for parking requirements.											
b.	Uses may require a Specific Use Permit. The City of Schertz will follow the guidelines outlined in the Air Installation Compatible Use Zone (AICUZ) study for Randolph Air Force Base.											
c.	No variances may be permitted to exceed the maximum impervious cover limitations.											
d.	Refer to Article 14, Sec. 21.14.3 for additional design requirements.											

B. *Additional Dimensional and Development Standards.*

1. All lots developed for residential purposes shall comply with the lot area, minimum setbacks and height requirements established in table 21.5.7A for the zoning district(s) in which the lot(s) is/are located. All lots developed for allowed non-residential purposes, within residential zoning districts, shall comply with lot, area and height requirements established in table 21.5.7A for the zoning district(s) in which the lot(s) is/are located.
2. All lots developed for non-residential purposes shall comply with lot, area, minimum setbacks, and maximum height requirements established for the zoning district(s) in which the lot(s) is located, as established in table 21.5.7B.
3. All lots shall have at least the minimum area, width and depth as indicated in the tables 21.5.7A and 21.5.7B in this section.
4. Platted subdivisions established by a duly approved plat filed prior to adoption of this UDC shall be exempt from meeting any new lot width, depth, and/or square footage requirements.
5. No lot existing at the time of passage of this UDC shall be reduced in size below the minimum area requirements set forth in tables 21.5.7A and 21.5.7B.
6. Minimum lot size requirements shall not apply to previously platted lots that are annexed into the City, but shall apply in the event of a vacation and replat of such property. All other requirements of this UDC shall nevertheless apply.
7. No portion of any building on a residential lot may be located on any lot closer to any lot line or to the street right-of-way line than is authorized in table 21.5.7A set forth in this section unless otherwise listed below:
 - a. Where the frontage on one (1) side of a street is divided by two (2) or more zoning districts, the front yard setback shall comply with the requirements of most restrictive district for the entire frontage between the nearest intersecting streets.
 - b. Where the building setback line has been established by plat and exceeds the requirements of this UDC, the more restrictive setback line shall apply.
 - c. The front yard setback shall be measured from the property line to the front face of the building, covered porch, covered terrace, or attached accessory building. Eaves and roof extensions may project into the required front yard, not to exceed two (2) feet.
 - d. *Side Yards:* Every part of a required side yard shall be open and unobstructed except for accessory buildings as permitted herein and the ordinary projections of window sills, belt courses, cornices and other architectural features projecting not to exceed twelve (12) inches into the required side yard, and roof eaves projecting not to exceed twenty-four (24) inches into the required side yard.
 - e. *Rear Yards:* Every part of a required rear yard shall be open and unobstructed, except for accessory buildings, uses and structures as permitted and the ordinary projections of window sills, belt courses, cornices and roof overhangs and other architectural features projecting not to exceed twenty-four (24) inches into the required rear yard.
 - f. Where lots have double frontage, running from one street to another, a required front yard setback shall be provided on both streets.
 - g. *Mixed Use Building:* In a building serving dwelling and other uses, in any district, the height and area regulations applicable to non-residential buildings shall apply.

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- h. There shall not be more than one (1) residential dwelling on a platted lot of a duly recorded plat of a single-family residential use.

(Ord. No. 13-S-22 , § 3, 7-16-2013; Ord. No. 14-S-47 , § 3, 11-18-2014; Ord. No. 21-S-26 , § 1(Exh. A), 7-6-2021)

Sec. 21.5.8. Permitted Use Table.

- A. *Use of Land and Buildings.* Structures, land or premises shall be used only in accordance with the use permitted in the following use table subject to compliance with the dimensional and development standards for the applicable zoning district and all other applicable requirements of this UDC.
- B. *Permitted Principal Uses.* No principal use shall be permitted in any district unless it appears in the following permitted use table.

[Permitted Use Table Here]

C. *New and Unlisted Uses.*

1. It is recognized that new or unlisted types of land use may seek to locate in the City. In order to provide for such contingencies, a determination of any new or unlisted form of land use shall be made in accordance with this section.
2. For uses in which an applicant requests a Specific Use Permit, the City Manager or his/her designee shall follow the procedures for granting an SUP in accordance with section 21.5.11 of this UDC.
3. It is recognized that the permitted use chart may require amendment, from time to time, to allow for uses that were otherwise not permitted. In the event an amendment to the permitted use chart is required, the procedure for the amendment shall be the same as required for an amendment to the text of the UDC in accordance with section 21.4.7 of this UDC.

D. Limited Uses.

1. Tattoo Parlors/Studios in the Main Street Mixed Use District and the Main Street Mixed Use – New Development District shall have the following limited uses:

a. No tattoo studio shall be within 900 feet of another tattoo studio (property line to property line).

(Ord. No. 13-S-22 , § 4, 7-16-2013; Ord. No. 14-S-47 , § 4, 11-18-2014; Ord. No. 20-S-29, § 1(Exh. A), 10-27-2020; Ord. No. 21-S-26 , § 1(Exh. A), 7-6-2021; Ord. No. 21-S-44 , § 1(Exh. A), 10-26-2021)

Proposed UDC Amendment

Article 5 – Permitted Use Table

Proposed changes to Article 5 – Permitted Use Table to add uses to Main Street Zoning Districts

Zoning District	P=Permitted/ S= Specific Use Permit	Permitted Uses
Main Street Mixed Use District (MSMU)	P	Tattoo Parlor/Studio
Main Street Mixed Use District (MSMU)	P	Multi-Family Apartment Dwelling
Main Street Mixed Use District (MSMU)	P	One-Family Dwelling Attached
Main Street Mixed Use District (MSMU)	P	Private Club
Main Street Mixed Use District (MSMU)	P	Theater, Indoor
Main Street Mixed Use District (MSMU)	P	Two-Family Dwelling
Main Street Mixed Use District (MSMU)	P	Automobile Parking Structure/Garage
Main Street Mixed Use District (MSMU)	P	Microbrewery/Brewpub
Main Street Mixed Use District (MSMU)	P	Dance Hall/Night Club
Main Street Mixed Use District (MSMU)	P	Municipal Uses Operated by the City of Schertz
Main Street Mixed Use District (MSMU)	P	Pet Store
Main Street Mixed Use – New Development District (MSMU-ND)	P	Tattoo Parlor/Studio
Main Street Mixed Use – New Development District (MSMU-ND)	P	Multi-Family Apartment Dwelling
Main Street Mixed Use – New Development District (MSMU-ND)	P	One-Family Dwelling Attached
Main Street Mixed Use – New Development District (MSMU-ND)	P	Private Club
Main Street Mixed Use – New Development District (MSMU-ND)	P	Theater, Indoor

Main Street Mixed Use – New Development District (MSMU-ND)	P	Two-Family Dwelling
Main Street Mixed Use – New Development District (MSMU-ND)	P	Automobile Parking Structure/Garage
Main Street Mixed Use – New Development District (MSMU-ND)	P	Microbrewery/Brewpub
Main Street Mixed Use – New Development District (MSMU-ND)	P	Dance Hall/Night Club
Main Street Mixed Use – New Development District (MSMU-ND)	P	Municipal Uses Operated by the City of Schertz

No other changes are proposed.

Sec. 21.5.12. Agricultural Conservation Planned Development District (ACPDD). - Reserved

A. Intent and Purpose.

1. The Agricultural Conservation (AC) District is intended to provide an alternative development option that supports the sustainable development goals of Schertz, protects open space and natural resources, and retains the predominantly rural character in the areas designated as agricultural conservation on the South and North Schertz Framework Plans. It is not the intent of Schertz to create a zone for future expansion of urban services through this ordinance.
2. The purposes of the AC District are:
 - a. To implement the goals of the Schertz Comprehensive Plan and Framework Plans for agricultural conservation;
 - b. To allow development that permanently preserves the open space, agricultural lands, woodlands, wetlands, critical views and other natural features of rural Schertz;
 - c. To allow limited development in rural areas that do not contain natural resources, such as agricultural and forest lands, and significant natural areas;
 - d. To connect open space, trails, and recreation sites within the conservation subdivision district and to the integrated open space and recreation system of Schertz per the Framework Plan and Parks and Open Space Plan;
 - e. To allow flexibility in the placement and type of dwelling units within the subdivision;
 - f. To promote the use of shared septic, drinking water and low-impact stormwater systems that prevent the degradation of water quality;
 - g. To reduce the amount of new roads and to allow flexibility in road specifications for roads serving residences in the district; and
 - h. To reduce the amount of impervious surfaces in subdivisions, including driveways.

B. Definitions. The following definitions shall apply to the terms used in this section of the UDC only. For terms not specifically defined under this subsection, article 16, definitions shall apply.

Active recreation uses: Shall include playgrounds, ball fields, indoor or outdoor pool/recreation facilities, any recreational area that includes significant infrastructure or physical improvements for the purposes of active sports or organized events (such as ball fields, basketball courts, tennis courts, golf courses, and similar facilities).

Agricultural conservation subdivision (ACS): Any subdivision of land per the standards in this section of the UDC.

Agricultural land: Land whose primary use is devoted to agriculture as defined in article 16.

Conservation easement: A conservation easement is a written agreement between a landowner and the "holder" of the conservation easement under which a landowner voluntarily restricts certain uses of the property to protect its natural, productive or cultural features. The holder of the conservation easement must be a governmental entity or a qualified conservation organization. With a conservation easement, the landowner retains legal title to the property and determines the types of land uses to continue and those to restrict. As part of the arrangement, the landowner grants the holder of the conservation easement the right to periodically assess the condition of the property to ensure that it is maintained according to the terms of the legal agreement.

Designated open space: Open space that is designated within an ACS to be placed under a conservation easement permanently restricting future development or other similar legal mechanism.

Developable area: All land in a proposed ACS that are not defined as undevelopable due to environmental conditions or in ordinances adopted by Schertz.

Gross density: A residential density standard establishing the maximum number of dwelling units allowed to be built in an ACS based on the gross acreage of the site that includes all areas designated for streets, infrastructure, and open space.

Undevelopable area: Those lands in a proposed ACS that are restricted from development due to environmental conditions such as steep slopes, the presence of wetlands or waterways, or are restricted from development under ordinances adopted by Schertz.

C. — Application Requirements.

1. — *Application Required.* Any request for an AC District shall be accompanied by an application prepared in accordance with the Development Manual.
2. — *Accompanying applications.* A request for an AC District may be accompanied by an application for amendment of the future land use map or by a Subdivision Master Plan. Approval of an AC District shall require all subsequent development applications to be consistent with the approved development regulations.
3. — *Tax Certificate Required.* All applications made as a request for an AC District shall be accompanied by a copy of a tax certificate.
4. — *Minimum AC District Size.* No AC District may be established on any area less than the following in size:
 - a. — Forty (40) contiguous acres (under single or multiple ownership subject to joint submission);
 - b. — Any area that is contiguous with an existing AC District that results in a total area of at least fifty (50) acres.

D. — Processing of Application and Decision. All applications for an AC District shall meet the standards for the processing of application and decision of a PDD in subsection 21.5.10.C. as amended.

E. — Permitted Uses. Uses permitted by right and by Special Use Permit in the AC District shall be the same as the ones permitted by right and Special Use Permit in the Residential/Agricultural (RA) District.

F. — Development Standards. Development in the AC District shall meet the standards in this section in addition to other standards set forth in an ordinance granting the AC District. Other development standards may include density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, lighting, management associations, and other requirements as the City Council may deem appropriate.

1. — *Residential density.* The maximum gross density established in AC District shall be 0.2 dwelling units per acre.
2. — *Open Space Requirement.*
 - a. — Conservation subdivisions shall identify a conservation theme. Conservation themes may include, but are not limited to: forest preservation, water quality preservation, creek preservation, farmland preservation, or view shed preservation. The conservation theme and the North and South Schertz Framework Plans should guide the location and use of the designated open space.
 - b. — A minimum of seventy percent (70%) of the gross total acreage in the application, including developable and undevelopable land, shall be designated as open space for natural habitat, passive recreation, and/or conservation or preservation, including conservation for agricultural and forestry uses. Active recreation uses may be permitted, but the area designated for such active recreation uses shall not exceed twenty percent (20%) of the total required open space. The design criteria for such open space shall be as follows:

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- i. ~~Where possible, designated open space shall be contiguous with open space uses on adjacent parcels in order to provide large expanses of open space.~~
 - ii. ~~Open space in AC Districts shall be physically connected, whenever possible, to the Schertz Open Space System outlined in the Schertz Parks Master Plan and North and South Schertz Framework Plans. Designated public trail systems which abut an AC District shall be connected through the subdivision.~~
 - iii. ~~Access shall be provided to designated active or passive recreation areas or open space or natural areas from one or more streets in the subdivision.~~
 - iv. ~~Access will not be required if the open space is to remain in active agriculture or forestry or if the natural areas contain habitat where public access should be limited.~~
 - c. ~~*Open Space Ownership and Management.* All lands and improvements in designated open space shall be established, managed and maintained in accordance with the following guidelines:~~
 - i. ~~Designated open space shall be surveyed and subdivided as a separate parcel or parcels.~~
 - ii. ~~Designated open space must be restricted from further development by a permanent conservation easement running with the land or other similar legal instrument. The permanent conservation easement must be submitted with the application for an AC District and approved by City Council.~~
 - iii. ~~The permanent conservation easement may be held by the following entities, but in no case may the holder of the conservation easement be the same as the owner of the underlying fee:~~
 - (a) ~~A common ownership association which owns other land within the subdivision and in which membership in the association by all property owners in the subdivision shall be mandatory;~~
 - (b) ~~An individual who will use the land in accordance with the permanent conservation easement;~~
 - (c) ~~City of Schertz, or other governmental agency;~~
 - (d) ~~A private, nonprofit organization that has been designated by the Internal Revenue Service as qualifying under section 501(c)(3) of the Internal Revenue Code; or~~
 - (e) ~~A combination of the entities in subsection (a)–(d) above.~~
 - iv. ~~The permanent conservation easement must specify:~~
 - (a) ~~what entity will maintain the designated open space;~~
 - (b) ~~the purposes of the conservation easement and the conservation values of the property;~~
 - (c) ~~the legal description of the land under the easement;~~
 - (d) ~~the restrictions on the use of the land;~~
 - (e) ~~the restriction from future development of the land;~~
 - (f) ~~to what standards the open space will be maintained; and~~
 - (g) ~~who will have access to the open space.~~

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- v. ~~The owner of the underlying fee shall be responsible for the payment of taxes and assessments on any designated open space parcel.~~
3. ~~*Utilities.* Individual well and septic systems are allowed in AC subdivisions, however, common utilities (shared water and/or sewer or septic systems) are encouraged. Common utilities shall meet the City's standards for sewage treatment systems.~~
4. ~~*Streets.* Streets within the conservation subdivision shall be developed according to the following standards that promote road safety, minimize visual impacts, and minimize impervious surfaces:~~
- a. ~~Street design, widths and construction shall conform to the width and standards contained in the street cross section without curb and gutters (or low speed rural cross section) and as recommended in the North and South Schertz Sector Plans.~~
- b. ~~The number of local street intersections with collector and arterial roads should be minimized, however, the applicant must demonstrate that such intersections are adequate, have the capacity to handle traffic generated by the proposed project, and will not endanger the safety of the general public.~~
- c. ~~If AC subdivisions abut one another or existing development, direct links should be made to emphasize the connection between existing and new development.~~
- G. ~~*Conceptual and Development Plan.* All applications for an AC District shall meet the standards for conceptual and development plan established for a PDD in Sec. 21.5.10(E) to the extent they are not in conflict with the intent or text of the AC District.~~
- H. ~~*Criteria for Approval.* All applications for an AC District shall meet the criteria for approval established for a PDD in Sec. 21.5.10(F) to the extent they are not in conflict with the intent or text of the AC District.~~
- I. ~~*Amendments.* All applications for an AC District shall meet the standards for conceptual amendments established for a PDD in Sec. 21.5.10(G) to the extent they are not in conflict with the intent or text of the AC District.~~
- (Ord. No. 13-S-22, § 6, 7-16-2013 ; Ord. No. 18-S-04, § 1(Exh. A), 1-23-2018)

Sec. 21.5.14. Mixed Use Planned Development District (MUPDD). -Reserved

A. *Purpose & Intent.* The purpose and intent of the Mixed Use Zoning District (MU) is to implement the Mixed Use land use category guidelines established in the City's Sector Plan. The MU Zoning District is intended to:

1. allow a mixture of complementary land uses that include housing, retail, offices, commercial services, and civic uses to create economic vitality and a potential rail-ready development context;
2. emphasize vehicular and pedestrian connectivity to adjacent land uses that balance neighborhood integrity with the transportation benefits of connectivity;
3. establish a high level of development standards to create development of exemplary and enduring quality;
4. encourage the development of vertical and horizontal mixed-use areas that are safe, comfortable and attractive to pedestrians while protecting significant environmentally sensitive areas;
5. provide flexibility in the siting and design of new developments and redevelopment to anticipate changes in the marketplace while establishing human-scaled residential and non-residential buildings;
6. leverage any significant environmental features on the site and treat them as "features" and not constraints;
7. create a variety of connected community gathering places and entertainment opportunities of differing scales and character to make walking easy from one place to another;
8. include a range of residential options that reflect changing lifestyles while balancing market demand and community preferences;
9. provide appropriate transitions to protect any existing adjacent neighborhoods and to promote sustained value; and
10. encourage efficient uses of land by facilitating compact development and minimizing the amount of land that is needed for surface parking.

B. *Relationship to the City of Schertz Sector Plan and Comprehensive Plan.* The MU Zoning District implements the following goals of the sector plan:

1. Encourage Mixed Use within a rail-ready development context at the potential Lone Star Rail Station North Schertz.
2. Support an orderly transition of development from IH-35 to rail-ready development.
3. Encourage Mixed Use in a Neighborhood Center setting at FM 1518 and Lower Seguin with a well designed neighborhood context around existing schools and amenities in South Schertz.

C. *Applicability.* The MU Zoning District shall be applicable to all properties that are designated as Mixed Use Core and Mixed Use Neighborhood in the City of Schertz's Framework and Sector Plan.

D. *Definitions.* The following definitions shall apply to uses and category of uses listed in the MU schedule of uses and to other terms used in this section only. For terms not specifically defined under this subsection, Article 16 Definitions shall apply.

Buffer Areas Along Creeks and Flood Plains. These are areas of land parallel to each side of existing creeks and flood plains, set aside to protect riparian vegetation and filter waterborne pollutants.

Building Step-Back. Building step-back is the setting back of the front building façade away from the street at a specific floor or height in order to maintain a consistent street wall.

Civic Uses. These are uses that are related to non-profit organizations dedicated to arts, culture, education, and government functions.

Comprehensive Land Plan. The Comprehensive Land Plan, as amended, serves as the community's blueprint for future development by providing guidelines for the appropriate location, concentration, and intensity of future development by land use categories.

Conservation Easement. A conservation easement is a voluntary and permanent, legally binding, deed restriction that limits development of property for the purpose of protecting and preserving a portion of the City's environmentally sensitive and natural resources, including agricultural and ranching areas. The landowner retains title to the property and the easement applies to all subsequent owners. The easement must be held by a qualifying party approved by the City.

Continuous Planters. Continuous planters are tree wells between the vehicle lane/parking lane and the sidewalk. These planters run parallel along the sidewalk with a few breaks for pedestrian access from the parking lane to the sidewalk. The planters may be used for street trees and other landscaping including shrubs and ground cover to soften the edge of the pavement.

Environmental Preserve. An environmental preserve is natural open space reserved for land that is under permanent conservation. It consists of areas in the flood plain, woodlands to be preserved, creeks, water bodies, steep grades, and other environmentally sensitive lands. Activities in the environmental preserve shall be limited to natural trails, paths, and equestrian trails. If significant water access is available, canoe put-ins or other passive water recreation activities may be permitted. The size of an environmental preserve may vary depending upon the environmental element being preserved. Environmental preserves may also be in conservation easements.

Façade. Façade(s) is the front of the building facing or oriented toward a street or roadway, excluding alleyways.

Green. A green is an open space available for unstructured recreation. A green may be defined by landscaping rather than buildings. Its landscape consists of land and trees in a natural arrangement, requiring minimal maintenance. The size of a green shall range from 1 acre to 10 acres.

Horizontal Mixed Use. Horizontal mixed use is the location of different land uses, including commercial, retail, office, residential, public, and other uses in proximity to one another in separate buildings but in the same development or block.

Human Scale or Pedestrian Scale. Human scale is the proportional relationship of a particular building structure, or streetscape element to the human form and function. Human scale relates the size, design, orientation, and/or height of a structure to the height and mass of a pedestrian traveling along the sidewalk or street adjacent to that structure. Generally human scale buildings are oriented towards the street with appropriate design elements and amenities on the building façades fronting sidewalks to making it inviting for pedestrians.

Landscape Concept Plan. A landscape concept plan is a series of drawings that includes design direction and general schematics for all proposed public and private landscaping. Drawings do not have to detail every element but provide images that convey the important landscape design themes.

Live-work Unit. A live-work unit is a dwelling unit that is also used for work purposes, provided that the "work" component is restricted to the uses of professional office, artist's workshop, studio, or other similar uses and is located on the street level. The "live" component may be located on the street level (behind the work component) or any other level of the building.

Mixed Use Development. Mixed use development is any development that proposes either vertical mixed use or horizontal mixed use in the same development of one or multiple buildings.

Mixed Use Core. Mixed Use Core is a component area of a MU District and is intended to be the area of highest intensity of land uses and buildings within the overall Mixed Use Development. The Mixed Use Core may

include retail, entertainment, office, institutional, arts, and other uses. Residential uses may be included if they are located in upper floors of mixed-use buildings.

Mixed-Use Transition. Mixed-Use Transition is a component area of a MU and is intended to be an area of transition from the Mixed-Use Core or Neighborhood to any adjoining land uses. Based on site-specific adjacency conditions, a Mixed-Use Transition zone may be classified as one of the following:

- *Neighborhood Transition Zone*—The area between an existing residential neighborhood and a Mixed-Use Core or Neighborhood.
- *Major Roadway Transition zone*—The area between the Mixed-Use Core or Neighborhood and a major roadway corridor.
- *Environmental transition zone*—The area between the Mixed-Use Core or Neighborhood and a major environmental feature.

Mixed-Use Neighborhood. A Mixed-Use Neighborhood is a component area of a MU with predominantly residential uses and open spaces. A Mixed-Use Neighborhood may also contain small-scaled civic uses at key locations.

Park. A park is a natural preserve available mainly for unstructured recreation. Any structured recreation shall be limited to less than ten percent (10%) of the park. A park is usually independent of surrounding building frontages. Its landscape consists of natural paths, trails, meadows, woodlands, and open shelters. Its size shall range from 5—10 acres.

Parks & Open Space Master Plan. The City's adopted Parks & Open Space Master Plan which establishes a comprehensive parks and trail system for the community.

Plaza. A plaza is an open space available for civic purposes and limited commercial activities. A plaza is spatially defined by buildings and its landscape shall consist primarily of pavement with trees being optional. Plazas are to be located in the Mixed-Use Core or Transition areas and shall be under a ¼ acre in size. Plazas can be extensions of sidewalks for the purpose of providing outdoor seating for restaurants and cafes.

Primary or Principal Building. The primary building on a lot is also known as the principal building and is the largest building on any lot that has more than one building.

Primary Entrance. The primary entrance is the main or principal pedestrian entrance of all buildings (except outbuildings). The primary entrance is the entrance designed for access by pedestrians from the sidewalk, or street if a sidewalk is not present. This is the principal architectural entrance even though day-to-day residential access may be via a secondary entrance associated with a garage, driveway or other vehicular use area.

Primary Street. A primary street(s) is a street that provides the main point(s) of access from an arterial or collector roadway to the Mixed-Use District's interior street network.

Public Buildings. Public buildings are buildings used for government or related functions, including public administration, courts, libraries, community centers, and public safety functions.

Public Realm. The public realm is the area from building façade to building façade. This includes the street, sidewalks and pedestrian amenities, any landscaping strips or medians, parks, common yards, etc.

Public Street, Type A. Type A Public Streets are the primary pedestrian-oriented streets and require a higher quality design environment and minimal accommodation of auto-oriented ancillary uses (driveways and parking) with respect to streetscape and building design.

Public Street, Type B. Type B Public Streets form the secondary street network providing access to pedestrian oriented streets (Type A Streets) and may accommodate automobile access to properties and uses.

Residential Loft. Residential loft is typically a residential unit designed to commercial standards (with high ceilings, open plans, and large windows) located above street-level commercial space.

Sector Plan. The City of Schertz Sector Plan, as amended, consisting of multiple elements, as adopted by the City Council.

Square. A square is generally a geometrically symmetrical open space of ½ to 2 acres, available for unstructured recreation and civic purposes. A square is spatially defined by streets and buildings, at least on three sides. Its landscape consists of paths, lawns, and trees, all formally arranged.

Street Tree. A street tree is a tree or group of trees that line the edge of a street or roadway and includes trees inside and outside the street right-of-way.

Streetscape Treatments. Streetscape treatments include all improvements in a right-of-way and adjacent to it that create an attractive and safe pedestrian environment. Treatments shall include street trees, street light standards, street furniture, and trash receptacles. Streetscape treatments may also include a range of features such as paving materials, street/pedestrian/wayfinding signs, media boxes, parking meters, utility boxes, seating, public art/water features, bike racks, bollards, information kiosks, and similar features.

Thoroughfare Plan. The Thoroughfare, as amended, serves as the community's blueprint for the City's future transportation network based on the future land use allocation and intensity.

Vertical Mixed Use. Vertical mixed use is a building or structure in which at least one of the upper floors of a commercial building has residential uses (live-work units or lofts) with retail or office uses at the other levels.

E. —GENERAL DISTRICT STANDARDS.

1. — *Generally.* A Mixed Use Zoning District shall consist of a minimum of two of the following three distinct components designated in the ordinance creating the district: a Mixed Use Core, Neighborhood, and Mixed Use Transition. Land uses in the district shall be established based upon the overall character and design of the district. All MU districts shall be a minimum of 40 acres in size or can be created by adding a minimum of 10 acres contiguous to an existing MU district. All MU districts shall contain appropriately designed and scaled open spaces to preserve existing wooded areas, stream corridors and views, and invite passive recreational activities. All MU districts shall contain appropriate transitions to adjacent land uses. These components shall be established through a Conceptual Plan and/or Development Plan at the time of rezoning.
2. — *Mixed Use Core Area.* The Mixed Use Core Area shall be the primary location of the highest intensity of commercial, professional, retail and residential uses.
3. — *Neighborhood.* The Neighborhood is a component area of any MU Zoning District that is predominantly residential in nature. Limited retail and civic uses may be located at key points within the neighborhood. The location of the neighborhood shall be determined based upon the overall character and design of the proposed MU district and the following criteria:
 - a. — The neighborhood component is to be located adjacent to the Mixed Use Core and any Mixed Use Transitions;
 - b. — The neighborhood shall be well integrated with proposed open space and other civic uses to create a sense of place;
 - c. — The neighborhood shall also be integrated with proposed Mixed Use Core and/or Mixed Use Transitions in a manner that provides automobile and pedestrian access within the proposed MU Zoning District; and
 - d. — Uses in the neighborhood shall be to the density and scale that is appropriate based on the context and character of the proposed district.
4. — *Mixed Use Transition.* MU Zoning Districts may, at the election of the applicant and based on the development context, also include appropriate Mixed Use Transition components which are the areas between the Mixed Use Core and/or Neighborhood to adjoining conditions.

5. ~~Open Space.~~ The open space component shall be integrated into the overall design of the Mixed Use Zoning District.

a. ~~The type, scale, location, and design of the open space component shall depend on the context and location of the other components of the MU district.~~

b. ~~Square, parks, greens, and environmental preserves are encouraged in all components. Plazas may serve as open spaces and shall only be appropriate in the Mixed Use Core.~~

F. ~~SCHEDULE OF USES:~~

1. ~~Uses within the MU shall be in accordance with the following schedule of uses (Table 1).~~

P	Use is permitted in the district indicated
S	Use is permitted in the district indicated upon approval of Specific Use Permit
P/D	Use is permitted in the district indicated with additional Design Criteria
	Use is prohibited in the district indicated

Table 1: Schedule of Uses				
	MIXED-USE			
	MU-C	MU-N	MU-T	
PERMITTED USES	Mixed Use—Core	Mixed Use—Neighborhood	Mixed Use—Transition	Design Criteria for uses designated as P/D
Accessory Building, Residential		P	P	
Agricultural/Field Crops				
Airport, Heliport or Landing Field				
Alcohol Package Sales	S			
Antenna and/or Antenna Support Structure, Commercial				
Antique Shop	P		P/D	In buildings 10,000 sq.ft. or less
Appliances, Furniture and Home Furnishings Store	P		P/D	In buildings 10,000 sq.ft. or less
Art Gallery/Library/Museum	P		P/D	In buildings 10,000 sq.ft. or less
Assisted Care or Living Facility	P		S	
Athletic Stadium, Private				
Athletic Stadium, Public				
Automobile Parking Structure/Garage	P			
Automobile Parts Sales	P			
Automobile Repairs & Service, Major				

Automobile Repairs & Service, Minor				
Automobile Sales				
Bakery	P		P/D	In buildings 10,000 sq.ft. or less
Bank, Saving and Loan, Credit Union	P		P/D	In buildings 10,000 sq.ft. or less
Beauty Salon/Barber Shop	P		P/D	In buildings 10,000 sq.ft. or less
Bed and Breakfast Inn	P	S	S	
Book Store	P		P/D	In buildings 10,000 sq.ft. or less
Bottling Works				
Building Material and Hardware Sales	P			
Cabinet or Upholstery Shop	P			
Car Wash, Automated				
Car Wash, Self Serve				
Cemetery or Mausoleum				
Church, Temple, Synagogue, Mosque, or Other Place of Worship	P		S	
Civic/Convention Center	P			
College, University, Trade, or Private Boarding School	P			
Commercial Amusement, Indoor	S			
Commercial Amusement, Outdoor				
Community Center	P		S	
Concrete/Asphalt Batching Plant				
Convenience Store w/o Gas Pumps	P		P/D	In buildings 10,000 sq.ft. or less
Convenience Store w/ Gas Pumps	P/D			Gas pumps and canopy design per Section 8(g)
Dance Hall/Night Club	P			
Day Care Center	P		P	
Department Store	P			
Drive-thru service (for any use)	P/D			Drive-thru service design per Section 8(g)
Dry Cleaning, Major	S			
Dry Cleaning, Minor	P		P/D	In buildings 10,000 sq.ft. or less

Family or Group Home	P	S	P	
Farmers Market	P			
Flea Market, Inside				
Flea Market, Outside				
Florist	P		P/D	In buildings 10,000 sq.ft. or less
Fraternity, Sorority, Civic Club or Lodge	P		P/D	In buildings 10,000 sq.ft. or less
Furniture Sales	P			
Gasoline Station/Fuel Pumps				
Gated Community				
General Manufacturing/Industrial Use				
Golf Course and/or Country Club	S	S	S	
Governmental Facilities	P		P/D	In buildings 10,000 sq.ft. or less
Gymnastics/Dance Studio	P		P/D	In buildings 10,000 sq.ft. or less
Hazardous Waste				
Health/Fitness Center	P			
Heavy Equipment Sales, Service or Rental				
Home Improvement Center	P			
Hospital	P			
Hotel/Motel	P			
Household Appliance Service and Repair	P			
In-Home Day Care	P	S	S	
Landfill				
Laundromat	P			
Livestock				
Locksmith/Security System Company	P		S	
Medical, Dental or Professional Office/Clinic	P		P	
Mini-Warehouse/Public Storage				
Manufactured/Mobile Homes				
Manufacturing				
Mortuary/Funeral Home				
Multi-Family Apartment Dwelling	P		P	

Municipal Uses Operated by the City	P	P	P	
Museum	P			
Neighborhood store/restaurant	P	P/D	P/D	In buildings 10,000 sq. ft. or less
Nursery, Major				
Nursery, Minor	P		S	
Office Showroom	P			
Office-Warehouse/Distribution Center				
One-Family Dwelling Attached		P	P	
One-Family Dwelling Detached		P	P	
Packaging/Mailing Store	P			
Park/Playground/Similar Public Site	P	P	P	
Pawn Shop				
Pet Store	P			
Pharmacy	P			
Portable Building Sales				
Post Office	P			
Print Shop, Major				
Print Shop, Minor	P			
Private Club	P			
Railroad/Bus Passenger Station	P		P/D	In buildings 10,000 sq. ft. or less
Recreational Vehicle Park				
Recreational Vehicle Sales and Service				
Recycling Collection Center				
Recycling Collection Point			P	
Recycling Facility				
Rehabilitation Care Facility				
Restaurant, Drive-In				
Restaurant or Cafeteria	P		P/D	In buildings 10,000 sq. ft. or less
Retail Stores and Shops	P		P/D	In buildings 10,000 sq. ft. or less
School, Public or Private	P	S	S	
Sexually Oriented Business				
Stable, Commercial				

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Storage or Wholesale Warehouse				
Tattoo Parlors/Studios				
Tavern	P			
Taxidermist				
Theater, Outdoor	S			
Theater, Indoor	P			
Tool Rental				
Trailer/Manufactured Homes Sales				
Truck Sales, Heavy Equipment				
Truck Terminal				
Two-Family Dwelling		S	P	
Veterinarian Clinic/Kennel, Indoor	P			
Veterinarian Clinic/Kennel, Outdoor				
Welding/Machine Shop				
Wrecking or Salvage Yard				
New and Unlisted Uses	S	S	S	

2. Table 2 shows the proportions of components required to create a MU district. A minimum of two out of three MU Zoning District components (in addition to the minimum required open space) must be combined for a total of one hundred percent (100%) within the MU district. The City Council may vary percentages within the limits indicated based upon site specific conditions in the ordinance establishing the district. The percentages shall be calculated based upon the gross area of the MU district being proposed.

TABLE 2— MU Component Proportion Required		
Core	20%	+ 30%; -20%
Neighborhood	60%	± 30%
Transition	5%	+ 20%; -5%
Open space	10% (min.)	+10%

G. Development standards.

1. Standards in the MU district are intended to facilitate the development of unique and pedestrian-friendly environments. To this end, design and development standards are intended to be tailored to create such an environment. In order to provide flexibility in use with prescription of the building form, all applicable development standards for each development project in the MU, including listing any applicable sections of the City of Schertz Unified Development Code that the particular development project may be exempt from, shall be established via the ordinance rezoning the property. If there are any conflicts between standards in Table 3 below and any other standards in the UDC, then standards in Table 3 below shall prevail.

2. ~~Accessory Buildings, Uses, and Structures.~~ Standards in Section 21.8.2. shall apply unless other standards are proposed by the applicant and approved by City Council.
3. ~~The following standards shall apply to development in the Mixed Use Zoning District. Most standards have a numerical range and few have a specific numerical value. Due to the inapplicability of one development standard across all Mixed Use Districts and to encourage a diversity of development proposals, the developer shall propose the standards indicated as "Flexible" or "Permitted/Flexible" on the following table for the proposed development at the time of conceptual plan application submittal. However the proposed standards shall be based on the Purpose and Intent and Performance and Design Standards of the Mixed Use Zoning District.~~

TABLE 3			
Mixed Use Development Standard	Core	Neighborhood	Transition
1.0 Street Design Standards (This standard applies only to new streets located in the Mixed Use District)			
Street design standards in the MU District shall be based upon creating a safe and inviting walking environment through an interconnected network of roads with sidewalks, street trees, street furniture, and amenities. Cul-de-sacs are prohibited unless natural features such as topography or stream corridors prevent a street connection. The right-of-way widths for streets in the MU shall depend on the street typology and streetscape standards proposed and approved in the ordinance creating the district. Applicant shall establish a network of both Type A and Type B Public Streets. The North and South Schertz Sector Plan shall be used as a guide for street design standards within the MU. The ITE Manual for Context Sensitive Solutions in Designing Major Thoroughfares (referenced as ITE Manual) may also be used in lieu of the Sector Plan to develop alternative street design standards within the MU, subject to the approval of the City.			
a. Design speed	≤25 mph (except new collector or arterial streets)	<25 mph	≤25 mph (except new collector or arterial streets)
b. Street types allowed (see Sector Plan for recommended R-O-W and cross-sections or ITE Manual)	Boulevards: 4-lane divided Avenues: 3-lane divided Main streets Residential streets: 2-lane undivided Commercial Alleys	Avenues: 3-lane divided Residential streets: 2-lane undivided Residential Alleys	Boulevards: 4-lane divided Avenues: 3-lane divided Main streets Residential streets: 2-lane undivided Commercial and/or Residential Alleys
c. Travel lane widths	ITE Manual standards shall apply		
d. Turning radii			
e. On-street Parking (along all streets except arterials and alleys)			
—● Parallel	Permitted	Permitted	Permitted
—● Angled (only if vehicles per day are projected to be less than 8,000)	Permitted	Not permitted	Not permitted
—● Head-in	Not permitted	Not permitted	Not permitted
f. Parking lane width			
—● Parallel	8 feet	7—8 feet	8 feet
—● Angled	18 feet	N/A	18 feet

g. Alleys ¹	Permitted/Flexible	Permitted/Flexible	Permitted/Flexible
2.0 Streetscape Standards			
a. Sidewalks/Trails/ Walkways	6 feet (minimum)	5 feet (minimum)	5 feet (minimum)
b. Planter/Planting Strip Type ²	Tree wells or Planters/Planting strips	Planters/Planting strips	Planters/Planting strips
c. Planter/Planting Strip width	6' X 6' tree well or 6 feet—8 feet wide planting strip	6 feet—8 feet wide planting strip	6 feet—8 feet wide planting strip
d. Street trees	Required/Flexible	Required/Flexible	Required/Flexible
The applicant shall submit a proposed street tree planting plan, including a tree palette and spacing as a part of the Landscape Concept Plan, which shall be reviewed by the City and must be approved by the City Council at the time of Concept Plan and zoning change. The requirements for the landscape concept plan are outlined in Section H (10).			
3. Open/Civic Space Standards			
a. Open/Civic Space	Required/Flexible Squares and plazas are appropriate	Required/Flexible, Squares and greens are appropriate	Required/Flexible, squares and greens are appropriate
<i>*Overall open/civic space allocations in the MU district shall be a minimum of ten percent (10%) of the gross area of the entire site included in the MU concept plan and shall be distributed appropriately between the MU components. The location and design of appropriate open spaces shall be based on Section H (9) of this section.</i>			
4. Block and Lot Standards			
a. Block Type	Regular (square or rectangular) Irregular blocks may be permitted only if natural topography and/or vegetation prevents a rectilinear grid	Regular or irregular (square, rectangular, or curvilinear based on topography and vegetation)	Regular or irregular (square, rectangular, or curvilinear based on topography and vegetation)
b. Block Perimeter	Max. block perimeter = 1,600'	Max. block perimeter = 2,000' (unless limited by unique site conditions such as topography and vegetation)	Max. block perimeter = 2,000' (unless limited by unique site conditions such as topography and vegetation)
c. Lot Area	Flexible	Flexible	Flexible
d. Lot Width and Depth	Flexible	Flexible	Flexible
e. Maximum Lot Coverage	Flexible	Flexible	Flexible
f. Maximum Impervious Cover	Flexible	Flexible	Flexible
5.0 Building Standards			
a. Principal Building Height*	1 story (minimum) 8 stories (maximum)	1 story (minimum) 3 stories (maximum)	1 story (minimum) 4 stories (maximum)

¹Alleys may be required for all development with lots 60 feet or less in width.

²Planters or planting strips are required for all public streets in the MU (with the exception of alleys).

<i>* Building height shall be measured in number of stories. Attics and mezzanines shall be excluded from the height calculation as long as they do not exceed fifty percent (50%) of the floor area of a typical floor in the same building.</i>			
b. Setbacks**			
—● Front	15 feet (maximum)	Flexible	Flexible
—● Side	Flexible	Flexible	Flexible
—● Rear	Flexible	Flexible	Flexible
<i>**Minimum and/or maximum setback standards are to be proposed by the applicant for each component area based on the Purpose and Intent of the MU district and Performance and Design Standards established in Section H of this Code.</i>			
c. Accessory buildings	Permitted/Flexible	Permitted/Flexible	Permitted/Flexible
<i>Standards for accessory uses and structures shall be provided by the applicant. The standards shall result in accessory buildings being subordinate in size and scale to the principal building. Standards in Sec. 21.8.2, Accessory Buildings shall apply if the applicant does not specifically provide regulations for accessory uses and structures.</i>			
d. Principal building orientation	Buildings shall be oriented to a Type A street or toward another focal point such as a park, plaza, square, other open space or environmental feature. See subsection I for additional requirements.		
e. Building façade & architectural design standards	The applicant shall propose appropriate building façade and architectural design standards for all the MU components in the development with the application for zoning change/concept plan. They shall be based on the criteria established in subsections I of this ordinance.		
6. Site Design Standards			
a. Off-street parking	The applicant shall propose off-street parking standards appropriate to serve the proposed uses in the MU. Standards in Sec. 21.10.4 shall be used as a guide to establish parking standards but parking standards unique to the MU shall be established in the ordinance creating the MU. Section H (6) shall regulate the location and design of all proposed off-street parking including any structured parking proposed.		
<i>Parking standards in the MU are intended to be flexible due to the mixed-use nature, shared parking opportunities, and availability of on-street parking.</i>			
b. Off-street loading	Section 21.10.8 applies unless alternative standards are provided	N/A	Section 21.10.8 applies for non-residential uses only unless alternative standards are provided
c. Screening			
——1. Trash/recycling receptacles	Required/Flexible	Required for non-residential uses Flexible for residential uses (along alleys if alleys are provided)	
——2. Other utility equipment	See Sec. 21.9.9		
——3. Loading spaces	Required for non-residential uses. Section 21.9.9 applies for non-residential uses only unless alternative standards are provided		
——4. Surface parking areas	Required/Flexible (Standards in Article 9 of the UDC shall apply to any surface parking located along any public street with the exception of alleys unless the applicant proposes alternative screening standards at the time of concept plan/zoning change application.)		
d. Landscaping#			

1. Landscape buffer between surface parking and sidewalks/trails and streets (except alleys)	Required/Flexible	N/A	Required only for non-residential uses
2. Parking lot minimum interior landscaping	Flexible	N/A	Flexible
<i>"The applicant shall provide a landscape concept plan per Section H (10) with the concept plan application that identifies landscape themes and general design approach addressing street tree planting, streetscape treatments, any required screening, parking lot landscaping, and landscaping proposed in all the identified open space areas. Information provided at the concept plan phase may be schematic meeting the design intent of the proposed development. Detailed landscaping plans shall be required at the Site Plan stage for all non-residential development."</i>			
e. Lighting	Required/Flexible (As a part of the concept plan application, the applicant shall propose lighting standards that includes street light standards and other amenities as a part of the streetscape treatment plan. The landscape concept plan may be combined with a concept plan for lighting.)		
— 1. Building entrances			
— 2. Parking areas, trails, and streets			
f. Signs	Flexible (Flexible signage in the mixed use district may be proposed by the applicant to City Council. Signage in the MU shall integrate the streetscape and architectural design of the district through a palette of signs that enhance the pedestrian environment and create a unique identity.)		

~~H. — PERFORMANCE AND DESIGN STANDARDS.~~

~~1. — General Layout Standards.~~

~~a. — The proposed district shall contain a network of connected streets and walkways that provide a variety of transportation routes and disperse traffic. Streets shall be designed to create a pleasant walking environment with on-street parking and streetscape treatments.~~

~~b. — The proposed district shall contain designated sites for civic, institutional, or religious buildings. Buildings such as schools, libraries, meeting halls, places of worship, and day care facilities shall occupy prominent places in the MU and be planned in coordination with open spaces.~~

~~c. — The proposed district shall contain many separate and human-scaled buildings:~~

~~i. — The lots and a variety of buildings shall generate a cohesive pattern that allows streets to be civic places.~~

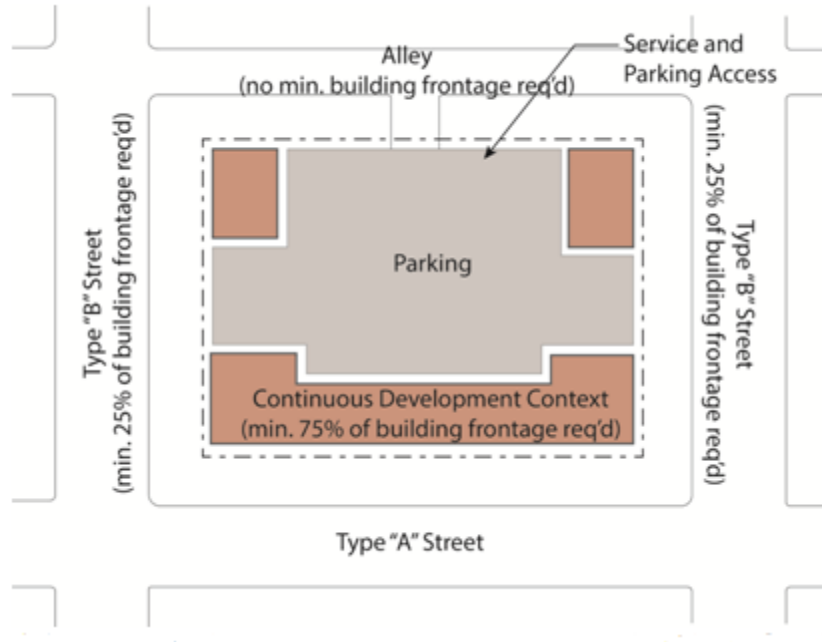
~~ii. — Building heights shall vary, with one to six story structures typical in the Core, one to four story structures in Transition area and one to three story structures in the Neighborhood area. Buildings shall help define the sidewalks and streets.~~

~~iii. — Driveway sizes and locations shall minimize the impact of the automobile on the public realm and shall be located along Type "B" public streets or along alleys.~~

~~2. — Building orientation.~~

~~a. — Non-residential and mixed-use buildings shall have a minimum of twenty-five percent (25%) of their building frontage oriented along a Type "B" public street, arterial, highway frontage, or collector streets and a minimum of 65% of their building frontage oriented along Type "A" public streets (with the exception of alleys which shall have no minimum building frontage requirement) (see illustration below applicability of minimum building frontage requirement along a block).~~

- b. Residential buildings shall have a minimum of twenty-five percent (25%) of their building frontage oriented along a Type "B" Public street, arterial, highway frontage, or collector streets and a minimum of fifty (50%) of their building frontage oriented along Type "A" public streets (with the exception of alleys which shall have no minimum building frontage requirement).



Minimum Building Frontage Required for Non-Residential and Mixed Use Buildings

3. *Building Entrances.*

- a. Primary facades along Type "A" Public Streets shall contain the main entrance of any principal building.
- b. All principal buildings in the MU located on a Type "A" Public Street serving the development shall also have doors, windows, and other architectural features facing that street. Non-residential or mixed use corner buildings shall have at least one customer entrance facing each street or a corner entrance instead of two entrances.

4. *Building Façade Standards.*

- a. The minimum ground floor height as measured from the finished sidewalk to the second floor for all vertical mixed use, commercial, and live-work buildings shall be 12 feet. The minimum finished floor height for all upper floors of vertical mixed use, commercial, and live-work buildings shall be 9 feet. The minimum floor to floor height for all other buildings shall be 9 feet.
- b. The ground floor elevation of all residential buildings (attached, detached, and stacked) shall be raised a minimum of two (2) feet above the finished level of the public sidewalk/trail in front of the residential structures unless the building is setback more than 10 feet from the public sidewalk.
- c. All development shall provide ground floor windows on the building façade facing and adjacent to a street (with the exception of alleys) or facing onto a park, plaza, or other civic space. The required area of windows and doors on each street façade fronting a Type "A" street, park, square, green, plaza, or other civic space as a percentage of that façade shall be established in

Table 4. The required minimum area of windows and doors on all other street facades (Type "B" public streets with the exception of alleys) may be reduced by twenty percent (20%) of the corresponding requirement along a Type "A" Public street façade.

Table 4				
Building and Façade		Core	Neighborhood	Transition
All principal building facades				
Ground floor facade Windows and doors	Minimum	40%	30%	30%
	Maximum	90%	60%	60%
Upper floor facade Windows and doors	Minimum	25%	30%	30%
	Maximum	60%	60%	60%

- d. — Darkly tinted windows and mirrored windows that block two-way visibility shall not be permitted along ground floor facades.
- e. — All vertical mixed use and non-residential buildings shall have door openings spaced at no greater than 60 feet on the ground floor along all Type "A" streets, plazas, squares, or other civic spaces within the Mixed Use Core zone.

5. — *Architectural Design Standards.*

- a. — To ensure compatibility of building types and to relate new buildings to the building traditions of the region, architectural design shall be regulated, governed, and enforced through architectural design standards proposed by the applicant. The applicant shall submit the proposed standards as a part of the concept plan application for all development in the MU. The Planning and Zoning Commission shall make a recommendation and is subject to the approval of the City Council at the time of Concept Plan.
- b. — Architectural design standards for a proposed MU shall:
 - i. — specify the materials and configurations permitted for walls, roofs, openings, street furniture, and other elements;
 - ii. — be based on traditional building precedents from the region;
 - iii. — include the following:
 - architectural compatibility among structures within the neighborhood;
 - human scale design;
 - pedestrian use of the entire district;
 - relationship to the street, to surrounding buildings, and to adjoining land uses; and
 - special architectural treatment of gateways/civic buildings.
- c. — All building frontages along public and private streets (with the exception of alleys) shall break any flat, monolithic facades by including architectural elements such as bay windows, recessed entrances, or other articulations (vertical and horizontal) so as to provide pedestrian interest along the street level façade including discernible and architecturally appropriate features such as, but not limited to, porches, cornices, bases, fenestration, fluted masonry, bays, recesses, arcades, display windows, unique entry areas, plazas, courts, or other treatments to create visual interest, community character, and promote a sense of pedestrian scale. Expanses of blank walls

exceeding 30 continuous feet are prohibited along all Type "A" streets and 50 continuous feet along all other streets except alleys.

- d. All buildings in the MU Zoning District shall be constructed with exterior building materials and finishes of a quality to convey an impression of permanence and durability. Materials such as masonry, stucco, stone, terra cotta, ceramic tiles, and similar durable architectural materials are allowed and shall be approved with the Concept Plan for the district.
- e. Non-residential buildings and sites shall be organized to group the utilitarian functions away from the public view of any street (with the exception of alleys). Delivery and loading operations, HVAC equipment, trash compacting and collection, and other utility and service functions shall be incorporated into the overall design of the buildings and landscaping. The visual and acoustic impacts of all mechanical, electrical, and communications equipments (ground and roof-mounted) shall not be visible from adjacent properties and public streets, and screening materials and landscape screens shall be architecturally compatible with and similar to the building materials of the principal structures on the lot.

6. *Location and Design of Off-Street Parking.*

- a. The applicant shall provide standards for the quantity of off-street parking proposed in the district based on an analysis of the parking demand for the mix of uses proposed and availability of on-street parking in the district. Section 21.10.4 shall be used as a guide to establish the amount of parking required for uses proposed in the MU if the applicant does not specifically provide alternative standards. The City Council may establish the alternative parking standards proposed by the applicant in the ordinance establishing the district.
- b. Off-street parking (within surface parking lots) for all non-residential and mixed uses located along Type "A" streets shall be limited to thirty-five percent (35%) or less of the block frontage and seventy-five percent (75%) or less on Type B streets, arterial, collector, and highway frontage streets (see corresponding building frontage requirement).
- c. Any off-street surface parking area located adjacent to a street or a residential use shall be screened in the form of a landscape fence which is at least four feet (4') in height.
- d. A surface parking lot may not be adjacent to a street intersection or square, or occupy a lot that terminates a street vista.
- e. Shared parking facilities are encouraged for non-residential uses in the MU.
- f. Bicycle parking shall be provided for non-residential uses, especially for schools, parks, trails, and other recreational facilities. Bicycle parking shall be provided at a rate of five percent (5%) of all off-street automobile parking spaces provided for non-residential and mixed uses in the district. Bicycle parking may be shared between uses and shall be centrally located, easily accessible, and visible from streets or parking lots. They may be located between the roadway and the building facades as long as their location does not impede pedestrian walkways.
- g. Any off-street parking provided for residential uses shall be located in such a manner as to minimize the impact of garages and driveways along the residential street. All residential lots that are less than 60 feet in width shall have off-street parking and/or garages accessed from alleys. All lots 60 feet and wider may have front loaded garages (pull-through garages), but in no case shall the width of the garage exceed forty percent (40%) of the front façade width of the entire building. In addition, the garage shall be set back at least three feet (3') from the front façade of the home.

7. *Design of automobile related site elements (Drive Throughs, Gas Canopies, etc.).*

- a. Drive-through lanes, drive up windows, service bays, and other auto-related site elements shall not be located along or be visible from any Type "A" Public Street.
- b. Along Type "B" streets, no more than two drive-through lanes shall be permitted along that lot's street frontage. In addition, no more than sixty percent (60%) of the lot's frontage along a Type "B" street shall be dedicated to auto-related site elements (see illustration below).
- c. Drive-through lanes shall be hidden behind a screening device (min. 4' in height) along the Type "B" street frontage. There shall be no limit to the number or frontage of drive-through lanes located along alleys.

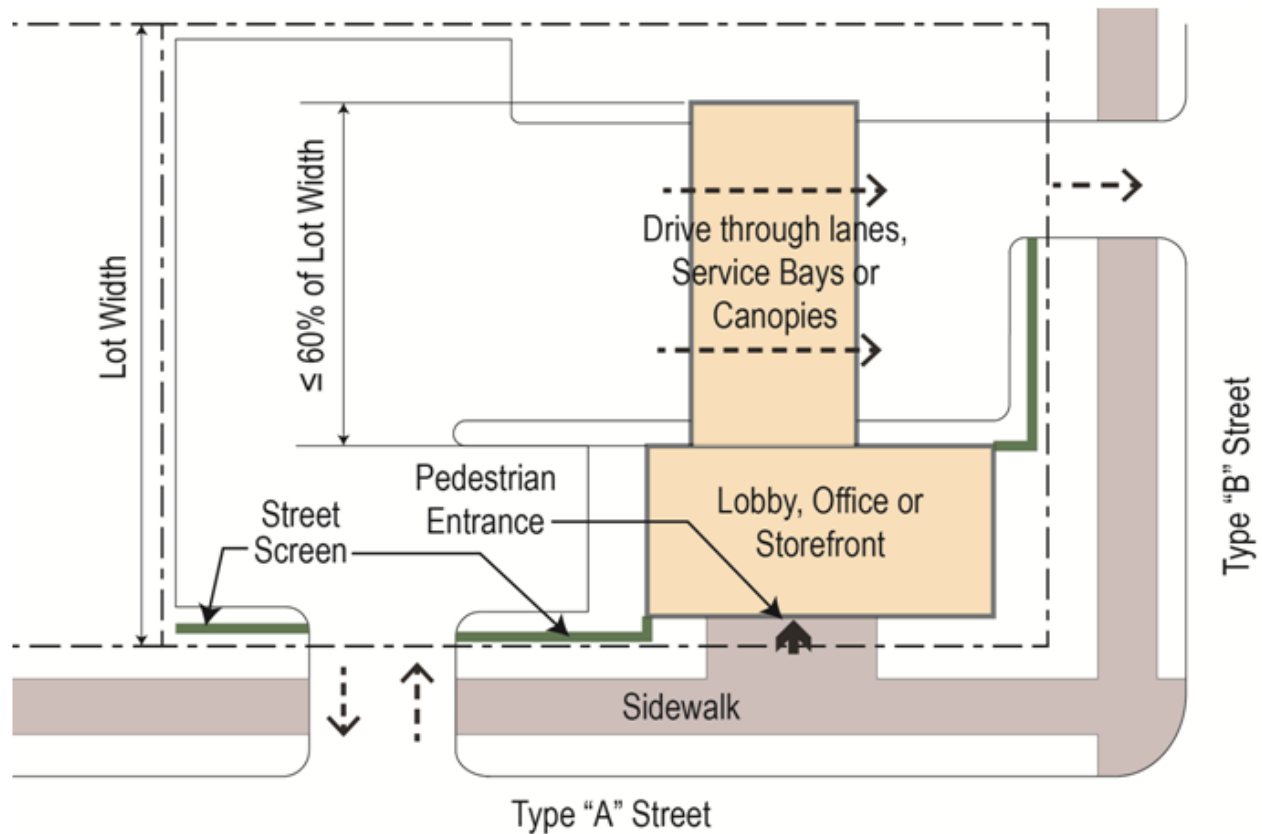


Image showing appropriate design of auto-related site elements

- d. All off-street loading, unloading, and trash pick-up areas shall be located along alleys only. Such uses may be located along Type "B" streets only if the lot has no access to an alley. Any off-street loading, unloading, or trash pick-up areas shall be screened in accordance with Section 21.9.7.
8. *Design of Parking Structures.*
- a. All frontages of parking structures located on Type "A" Streets shall be lined by active commercial uses on the ground floor to a minimum depth of 25'.
 - b. Parking structure facades on all public streets (except alleys) shall be designed with both vertical (façade rhythm of 20'—30') and horizontal (aligning with horizontal elements in the block) articulation.



Images showing appropriate design of parking structures

- c. Where above ground structured parking is located at the perimeter of a building, it shall be screened in such a way that cars on all parking levels are not visible from adjacent buildings or the street. Parking garage ramps shall not be visible from any public street. Ideally, ramps shall not be located along the perimeter of the parking structure. Architectural screens shall be used to articulate the façade, hide parked vehicles, and shield lighting.

9. *Civic/Open Space Standards:*

- a. The provision of adequate and appropriate civic/open space areas shall be integral to all development in the district. The minimum requirement for civic/open space in the district is ten percent (10%) of the gross area of the property(ies) proposed for rezoning under a single Conceptual or Development Plan which shall be dedicated open space and shall be included in the zoning change/development plan application for a proposed MU zoning district.
- b. The civic/open space provided shall be appropriately designed and scaled in each of the district components.
- c. The following criteria shall be used to evaluate the merits of proposed civic/open spaces in the MU:
 - i. The extent to which environmental elements preserved are considered as "features" or "focal points" and integrated into and prominently located as "front yards" in the development; adding value to the development;
 - ii. The extent to which emphasis has been placed on preservation of existing wooded areas, view sheds, water bodies, topography, and stream corridors in a natural and contiguous state;
 - iii. The extent to which pedestrian connectivity in the form of sidewalks, natural walking paths along stream and creek corridors has been addressed; and

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- iv. — The extent to which a range of open spaces have been provided to be contiguous with existing open spaces and to invite passive recreational uses from plazas and squares to playgrounds, parks and environmental preserves, appropriately organized within the respective MU component.
 - d. — Open spaces may be in the form of pocket parks, children's play areas, squares, linear greens, and environmental preserves. Active sports fields and structured recreational activities shall be limited to less than ten percent (10%) of any parks located in the district.

10. — *Landscaping Standards.*

- a. — The purpose of landscaping in the MU is to enhance pedestrian and open space areas, to help delineate active areas from passive areas, to provide a screening buffer between pedestrians and vehicular circulation, utility functions, and incompatible adjacent developments.
- b. — The applicant shall submit a landscape concept plan in conjunction with the zoning change and concept plan application. The landscape concept plan establishes the design direction and general schematics for all proposed landscaping including all aspects of the public realm such as street trees, plant/tree palette, streetscape treatments, pavement details, front yards, and medians; proposals for required parking lot landscaping, screening, design concepts for all open spaces, and lighting.
- c. — Proposed landscaping shall meet the following standards:
 - i. — Be pedestrian oriented.
 - ii. — Designed in such a way to not create a security or physical hazard to pedestrians, bicyclists or motorists.
 - iii. — Enhance or complement the architectural design of the mixed-use development.
 - iv. — Provide visual interest year-round. Utilize water conservation methods and drought tolerant planting where possible.
 - v. — Shall be provided between parking lots and all adjacent sidewalks.
 - vi. — Meet the standards for Installation and maintenance in section 21.9.7(C).
 - vii. — Propose a plant/tree palette that mostly includes native species.

I. — *APPLICATIONS AND DEVELOPMENT REVIEW PROCESS.*

- 1. — An applicant requesting a rezoning to the MU shall submit an application that meets the requirements of this Section and Section 21.5.10(B). Application Requirements for a Planned Development District (PDD).
- 2. — Processing of Application and Decision: shall meet the requirements of Section 21.5.10(C) for a Planned Development District (PDD).
- 3. — The application shall submit a Conceptual and Development Plan that meets the requirements of Section 21.5.10(E) for a Planned Development District (PDD). In addition to the requirements of Section 21.5.10(E), the applicant shall also adequately demonstrate the compliance with the Development Standards within this Section.
- 4. — The application for MU shall meet the standards in Section 21.5.10(F) Criteria for Approval and Section 21.5.10(G) Amendments for a Planned Development District (PDD).

J. — *MODIFICATIONS.* The City Council may approve modifications to any established standards in the MU after a recommendation by the Planning and Zoning Commission based on unique site conditions and development context at the time of the application. In granting a modification, the City Council may impose any conditions

that it deems necessary or desirable to protect the public interest and implement the goals of the City's Sector Plan with respect to mixed use.

Sec. 21.5.15. Design Overlay Districts (DO). -Reserved

- A. — *Purpose and Intent.* The purpose of this section is to provide a set of Design Overlay Districts that correspond with existing zoning and establish a coherent character and encourage enduring and attractive development.
- B. — *Applicability.* Standards in this section apply in addition to standards in Article 9 Site Design Standards to the extent that the standards in Article 9 are not in conflict with standards in this section. In case of any conflicts, the stricter of the 2 standards shall apply.
- C. — *Overlay Districts Established.* Four (4) Overlay Districts shall be established per this Section.

1. — *Purpose and Applicability.*

- a. — *Highway Commercial Overlay District (DOHC).* The Highway Commercial Overlay District maintains land uses in the underlying current zoning. The Highway Commercial Overlay District is to be placed over I-10 and I-35 frontage where the underlying zoning is General Business (GB) zone. In addition, the Highway Commercial Overlay District shall apply to all properties with frontage on FM 78 as designated on Exhibit A. Development standards in this Overlay District are intended to take advantage of the visibility along the highway for more auto-oriented development while transitioning towards a more pedestrian oriented frontage along the interior roads. Generally, this frontage type may accommodate large-format retail or office sites with surface parking along the site's highway frontage. The goal is to minimize the impact of large, surface parking lots and discourage the "big-box" look. In addition, the site shall be planned in such a manner as to facilitate a more urban block infill development pattern with respect to building pads, parking, driveways and service areas.
- b. — *Campus Commercial Overlay District (DOCC).* The Campus Commercial Overlay District shall maintain the land uses in the current underlying zoning. However, the development standards for this Overlay District are intended to address development in areas marked as campus commercial in the North and South Schertz Framework Plans. Development standards in this district are intended to take advantage of the large and underutilized parcels with access to regional connectors. Generally, this district may accommodate large-format office sites with surface parking within the interior of the lot/block and screened from public view along internal streets. The goal is to minimize the impact of large, surface parking lots and encourage the "office park" look. In addition, the site shall be planned in such a manner as to facilitate a more urban block infill development pattern with respect to building pads, parking, driveways, and service areas, when the market can accommodate it.
- c. — *Industrial Overlay District (DOI).* The Industrial Overlay District maintains underlying uses from current zoning. The Industrial Overlay standards are intended to allow both small incremental redevelopment and large redevelopment of industrial uses. In addition, the site shall be planned in such a manner as to locate buildings at corners of intersections to anchor that intersection with mid-block screened surface parking along the corridor.
- d. — *Downtown Overlay District (DOD).* The Downtown Overlay District is intended to implement the recommendations of the Schertz Downtown Revitalization Plan by establishing alternative development standards to facilitate adaptive reuse of existing structures.

D. — *Standards in the Highway Commercial Overlay District.*

1. — *Building Design Standards.*

- a. — The Building Design Standards and Guidelines for the Overlay Districts in North and South Sectors shall establish a coherent urban character and encourage enduring and attractive development. Development plans shall be reviewed by the Planning and Development Director or designee for

compliance with the standards below. Buildings shall be located and designed so that they provide visual interest and create enjoyable, human-scaled spaces. The following standards apply:

- i. — Buildings shall be oriented towards Primary Streets, where the lot has frontage along a Primary Street. All other buildings shall be oriented towards the Secondary streets or Civic Spaces. If the lot does not front a Secondary street or the Primary then it may front a Tertiary street.
- ii. — Primary entrance to buildings shall be located on the street along which the building is oriented. At intersections, corner buildings may have their primary entrances oriented at an angle to the intersection.
- iii. — All primary entrances shall be oriented to the public sidewalk for ease of pedestrian access. Secondary and service entrances may be located from internal parking areas or alleys.
- iv. — *Facade Composition.*
 - a) — Building facades with Highway and Primary street frontages shall be designed and built in tripartite architecture so that they have a distinct Base, Middle and Cap.
 - b) — Storefronts on facades that span multiple tenants shall use architecturally compatible materials, colors, details, awnings, signage and lighting fixtures.
 - c) — Building entrances shall be defined and articulated by using at least one of the following architectural elements: lintels, pediments, pilasters, columns, porticos, porches, overhangs, railings, balustrades, and others as appropriate.
 - d) — At least one of the following shall be used on Primary and Highway frontage building facades: corner-emphasizing architectural features, pedimented gabled parapets, cornices, awnings, blade signs, arcades, or colonnades and balconies.
- v. — *Design of Automobile-Related Building Site Elements.*
 - a) — Drive-through lanes for commercial uses shall not be located along any Primary street. Drive-through lanes shall be hidden behind a Street Screen along the Secondary Street Frontage.
 - b) — No more than seventy-five (75%) of a lot's frontage along the Secondary Street frontage shall be occupied by gas pumps, canopies, and/or service bays.
 - c) — Any buildings associated with any automobile-related use shall also have a pedestrian entrance at a Primary Street and/or a Secondary Street.
 - d) — Outdoor storage of vehicles or other products sold shall not be permitted along Primary Streets. Along a Secondary Street, outdoor storage of vehicles or other products sold shall not exceed seventy-five (75%) of a lot's frontage along that street. There shall be no such limitation along the Highway Frontage. However, any Highway Frontage with outdoor storage of vehicles or other products sold shall be screened with a 3' min. high Street Screen. The Street Screen shall be made up of:
 - (i) — the same material as the principal building or
 - (ii) — a living screen or
 - (iii) — a combination of the two.

e) — All off-street loading, unloading, and trash pickup areas shall be located along Secondary Streets. Any off-street loading, unloading, or trash pickup areas shall be screened using a Street Screen that is at least as tall as the trash containers and/or service equipment it is screening at the property line. The Street Screen shall be made up of:

- (i) — the same material as the principal building or
- (ii) — a living screen or
- (iii) — a combination of the two.

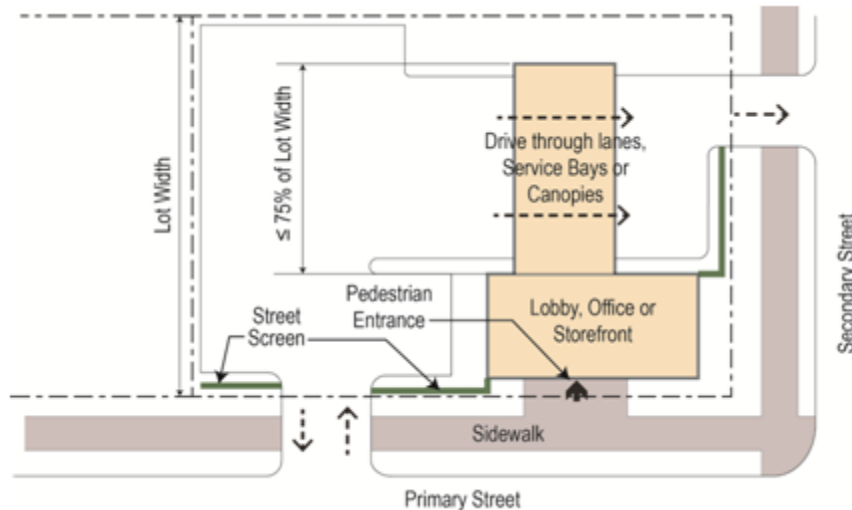


Illustration showing the application of standards for automobile-related site elements

2. — *Streetscape Standards.*

- a. — A landscaped yard of a minimum width of 20' shall be required on all lots with frontage along I-35 and I-10. A landscaped yard of a minimum width of 15' shall be required on all lots with frontage along FM-78.
- b. — Landscaping required: Shade trees required per this section may be credited towards the shade trees required per Section 21.9.7(E)(2). The following plantings shall be required within the required yard per every 100' of linear frontage along the specific roadway:
 - i. — 3 shade trees,
 - ii. — 6 ornamental trees,
 - iii. — 8 shrubs (shrubs may be waived if Perimeter Landscaping is provided per Section 21.9.7(H)(2)), and
 - iv. — Ground cover, ornamental grasses, or turf grasses for the remaining unpaved areas.
- c. — A six (6) foot sidewalk shall be required along the specified frontages unless a greater width facility (sidewalk or hike and bike trail) is required per Section 21.14.6. Such a facility may be placed within the required 20' yard.

E. — *Standards in the Campus Commercial and Industrial Overlay Districts.*

1. — *Building Form, Orientation, and Massing.*

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- a. Buildings shall be oriented towards Primary Streets with primary entrances along such streets if the building has frontage along a Primary Street.
 - b. Building entrances shall be defined and articulated by at least one of the following architectural elements: lintels, pediments, pilasters, columns, porticos, porches, overhangs, railings, balustrades, and others as appropriate.
 - c. Roof forms shall be simple, flat roofs with a continuous parapet. Roof mounted equipment shall be screened from view of any adjacent public street with an enclosure of the same material and color as the primary building material.
2. *Design of automobile-related building site elements.*
- a. Drive-through lanes for commercial uses shall not be located along any primary street. Drive-through lanes shall be hidden behind a Street Screen along the Secondary Street frontage.
 - b. No more than seventy-five (75%) of a lot's frontage along the Secondary Street frontage shall be occupied by gas pumps, canopies, and/or service bays.
 - c. Any buildings associated with any automobile related use shall also have a pedestrian entrance at a Primary Street and/or a Secondary Street.
 - d. Outdoor storage of vehicles or other products sold shall not be permitted along Primary Streets. Along a Secondary Street, outdoor storage of vehicles or other products sold shall not exceed seventy-five (75%) of a lot's frontage along that street. There shall be no such limitation along the Highway Frontage. However, any Highway Frontage with outdoor storage of vehicles or other products sold shall be screened with a 3' (min.) high Street Screen. The Street Screen shall be made up of:
 - (i) the same material as the principal building or
 - (ii) a living screen or
 - (iii) a combination of the two.
 - e. All off-street loading, unloading, and trash pickup areas shall be located along Secondary Streets. Any off-street loading, unloading, or trash pickup areas shall be screened using a Street Screen that is at least as tall as the trash containers and/or service equipment it is screening at the property line. The Street Screen shall be made up of:
 - (a) the same material as the principal building or
 - (b) a living screen or
 - (c) a combination of the two.

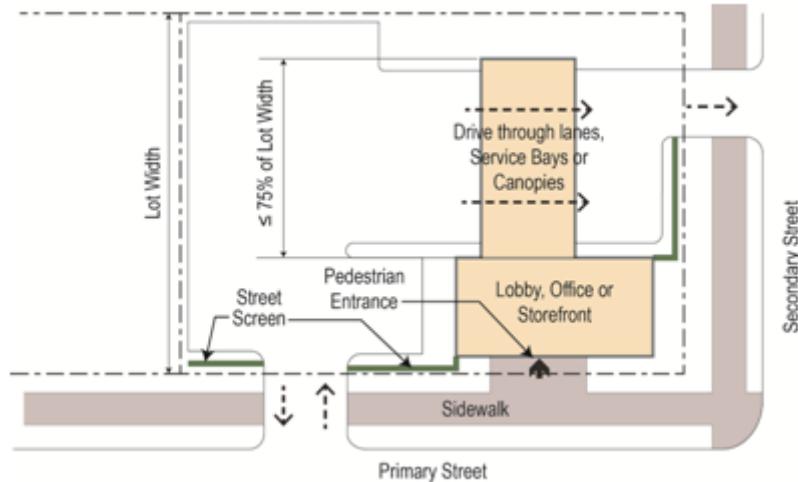


Illustration showing the application of standards for automobile-related site elements

4. ~~Streetscape Standards.~~

- a. ~~A landscaped yard of a minimum width of 20' shall be required on all lots with frontage along I-35 and I-10.~~
- b. ~~Landscaping required: Shade trees required per this section may be credited towards the shade trees required per Section 21.9.7(E)(2). The following plantings shall be required within the required yard per every 100' of linear frontage along the specific roadway:~~
 - i. ~~3 shade trees,~~
 - ii. ~~6 ornamental trees,~~
 - iii. ~~8 shrubs (shrubs may be waived if Perimeter Landscaping is provided per Section 21.9.7(H)(2), and~~
 - iv. ~~Ground cover, ornamental grasses, or turf grasses for the remaining unpaved areas.~~
- c. ~~A six (6) foot sidewalk shall be required along the specified frontages unless a greater width facility (sidewalk or hike and bike trail) is required per Section 21.14.6. Such a facility may be placed within the required 20' yard.~~

F. ~~Downtown Overlay District.~~ Downtown Schertz, specifically Main Street, has an existing character that should be preserved by rehabilitation of existing buildings. In addition, new and infill construction in the district shall reflect the character of the district during its period of significance.

The key design principles establish essential goals for development in the Downtown Schertz to ensure the preservation, sustainability, and visual quality of this special environment. Buildings shall be located and designed so that they provide visual interest and create enjoyable, human-scaled spaces. The key design principles are:

- Building facades must include appropriate architectural details and ornament to create variety and interest.
- Buildings shall be built to, or close to, the sidewalk to define and enhance the pedestrian environment of Main Street between Schertz Parkway and E. Aviation Blvd.
- Open space(s) and civic spaces shall be incorporated to provide usable public areas integral to the downtown environment.

The map displays the following zoning districts and features:

- Zoning Districts:**
 - R-2, R-3, R-4:** Residential Single-Family (Orange)
 - R-A:** Residential Single-Family Attached (Yellow)
 - PUB:** Public Use (Purple)
 - NS:** Neighborhood Services (Blue)
 - GB:** General Business (Light Blue)
 - MHP:** Medium-Density Housing (Green)
 - PRE:** Professional Office (Light Purple)
- Major Roads:**
 - I-75:** Running vertically on the left.
 - I-40:** Running horizontally across the top.
 - US-75:** Running diagonally from the bottom left towards the center.
 - Local Streets:** Exchange Ave, Main St, Mill St, Downward St, and others.
- Legend:**
 - Downtown Overlay District:** Indicated by a red dashed line.
 - Highway Commercial Overlay District:** Indicated by a blue dashed line.

2. Development standards.

Table 21.9.15A DIMENSIONAL REQUIREMENTS										
	Mini- mum Lot Size Dimensions	Yard Setback (ft)						Misc. Lot Req's		
Zoning District	Area, Lot Width, & Lot Depth	Front	Rear (NR)	Rear (R)	Side (NR)	Side (R)	P'king (min.)	Max. Ht (ft.)	Max. Imperv. Cover	Key

GB- General Business	None	5 (min.) 25 (max.)	0 (min.)	10 (min.)	10 (min.)	0 (min.)	1-per 500 sq.ft. for all uses	120	80%	b, c, d, e
R-2 Single Family Residential -2	None	5 (min.) 25 (max.)	10 (min.)	10 (min.)	10 (min.)	10 (min.)		35	80%	b, c, d
b.	Uses may require a Specific Use Permit. The City of Schertz will follow the guidelines outlined in the Air Installation Compatible Use Zone (AICUZ) study for Randolph Air Force Base.									
c.	No variances may be permitted to exceed the maximum impervious cover limitations.									
d.	Refer to Sec 21.9.15 for additional design requirements.									
e.	Zero foot (0') minimum setbacks shall also meet fire separation requirements.									

3. ~~Design Standards.~~ The following design standards shall provide property owners, developers, City staff, and decision makers adequate design guidance for retrofitting existing buildings and for new commercial and mixed-use buildings.



Existing residential buildings converted to accommodate commercial uses

a. ~~Location and Orientation on the lot.~~

- i. ~~To the extent possible, buildings shall be oriented towards Main Street with the primary entrance located on that street. All primary entrances shall be oriented to the public sidewalk for ease of pedestrian access.~~

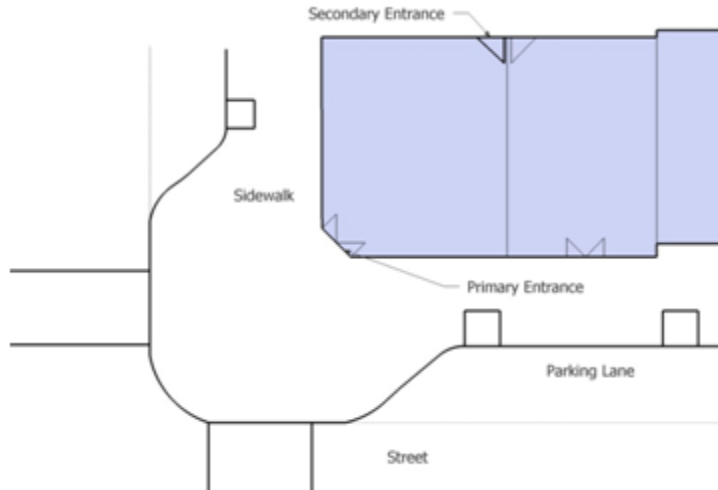


Image showing primary and secondary entrances to buildings on Main Street.

b. — *Façade Composition.*

- i. — A building's massing shall serve to define entry points and help orient pedestrians.
- ii. — Non-residential and mixed use buildings, to the extent practicable, shall maintain twenty-five feet (25') to thirty-five feet (35') building facade widths or multiples thereof.
- iii. — Variations in the rhythms within individual building facades shall be achieved within any block of building facades with architectural elements such as bays, columns, doors, windows, etc.
- iv. — Breaks in the predominant rhythm may also be used to reinforce changes in massing and important elements such as building entrances, terminated vistas, or corner sites.
- v. — Porches, stoops, eaves, awnings, blade signs, arcades, colonnades and balconies should be used along buildings and they may protrude beyond the setback line provided that they do not inhibit pedestrian movement within the public right-of-way. Balconies shall have external bottom supports.

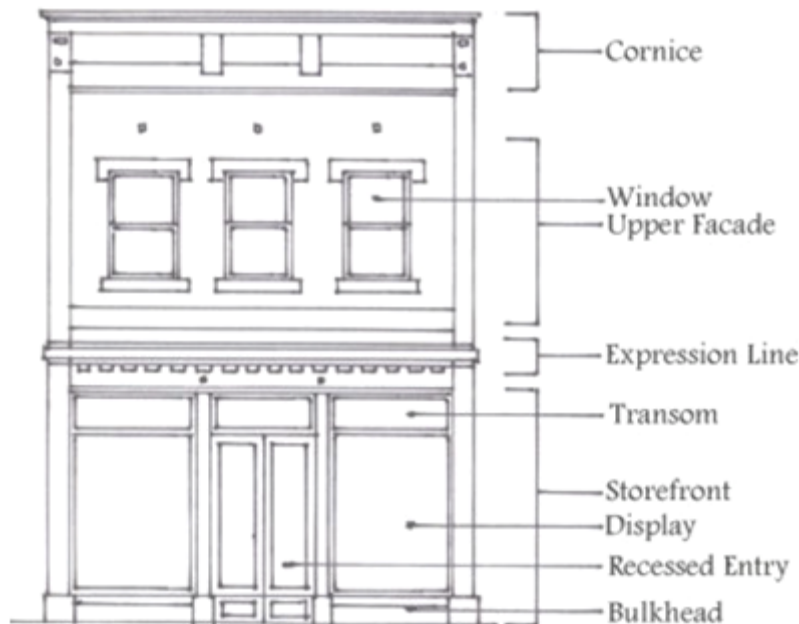
<p>Variations in building rhythm using architectural features</p>	<p>Building massing used to emphasize entrances</p>



Allowed encroachments into the setback line

c. *Architectural Elements and Storefronts.*

- i. *An expression line or equivalent architectural element shall delineate divisions between floors of all buildings, and a cornice shall delineate the tops of facades that do not utilize a pitched roof. For retail storefronts, a transom, display window area and bulkhead at the base shall be utilized.*



- ii. *Building entrances may be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticos, porches, overhangs, railings, balustrades, and others as appropriate. All building elements should be compatible with the architectural style, materials, colors, and details of the building as a whole. Entrances to upper level uses may be defined and integrated into the design of the overall building facade.*
- iii. *Roofs.* Flat roofs enclosed by parapets or sloped roofs shall be used to screen rooftop mechanical equipment. Mansard roofs and flat membrane-type roofs that are visible are prohibited.
- iv. *Doors and Windows.* Generally, windows shall be oriented vertically, and bay windows shall have external bottom supports. Dormer windows shall also be vertically proportioned and

slightly shorter than the windows below. In order to provide clear views of merchandise and perceived connections.

- v. ~~Transparency Required.~~ For all new buildings, the street-level floor along Main Street shall have transparent storefront windows covering no less than fifty percent (50%) of the façade area. Each floor of all building façades facing a street or plaza shall contain transparent windows covering at least fifteen percent (15%) of the façade area.
- vi. ~~Ground floor retail building plate heights shall be at least fifteen feet (15') in height.~~
- vii. ~~Storefronts.~~ Retailers located at the street level shall primarily use storefronts to orient and advertise merchandise to customers. Retail buildings shall provide street-level pedestrian-oriented uses at the ground floor level. Storefronts on facade treatments that span multiple tenants shall use architecturally compatible materials, colors, details, awnings, signage, and lighting fixtures.

Sec. 21.9.7. Landscaping.

- A. *Purpose.* The purpose of this section is to establish landscaping requirements to enhance the community's ecological, environmental, and beautification efforts as well as its aesthetic qualities. It is the intent of this section to reduce the negative effects of glare, noise, erosion, and sedimentation caused by expanses of impervious and un-vegetated surfaces within the urban environment. It is the intent of this section to preserve and improve the natural and urban environment by recognizing that the use of landscaping elements can contribute to the processes of air purification, oxygen, regeneration, groundwater recharge, noise abatement, glare and heat, provision of habitats for wildlife, and enhance the overall beauty of the City.
- B. *Enforcement.* If at any time after the issuance of a Certificate of Occupancy, the approved landscaping is found to be in nonconformance with standards and criteria of this section, notice by the City may be issued to the owner, citing the violation and describing what action is required to comply with this section. The owner, tenant or agent shall have forty-five (45) days after the date of said notice to restore landscaping as required. The City may extend the time of compliance based on weather conditions. If the landscaping is not restored within the allotted time, such person shall be in violation of this UDC.
- C. *Single Family and Duplex Residential*
Installation and Maintenance.
1. Prior to issuance of a Certificate of Occupancy sod shall be in place in full front and rear yards, except for landscape beds and gardens. On property containing a minimum of one-half (½) acre or greater, sod in front and rear yards shall be planted adjacent to the slab for a distance of fifty feet (50') and for a distance of twenty feet (20') in side yards.
 2. All landscaped areas shall be irrigated with an approved automatic underground irrigation system unless the landscaped area has been designed utilizing xeriscaping methods. All irrigation systems shall be designed and sealed in accordance with the Texas Commission on Environmental Quality (TCEQ) and shall be professionally installed. No irrigation shall be required for undisturbed natural areas or undisturbed existing trees.
 3. Vegetation other than grasses or ground cover under six inches (6") in height is prohibited in any City right-of-way unless specifically authorized in writing by the City Manager or his/her designee.
 4. Landscape planting shall not be erected or installed in such a manner as to interfere with traffic view or impose a safety hazard.
 5. New landscaped areas shall be prepared so as to achieve a soil depth of at least two inches (2").
 6. Every single family residential lot shall provide a minimum of two (2) shade trees which are a minimum of two and one-half inches (2.5") caliper measured at four feet (4') above ground level at the time of planting.
- D. *Nonresidential and Multi-Family.* The provisions of this section apply to new construction except public water and wastewater facilities for which only subsections 14 and 16 below apply.

Existing developments where all structures are not being demolished, do not have to comply with all of these requirements. Rather they cannot decrease compliance with an individual requirement to the point that they no longer comply with that individual requirement.

Installation and Maintenance.

1. Prior to issuance of a Certificate of Occupancy for any building or structure, all screening and landscaping shall be in place in accordance with the landscape plan approved as part of the Site Plan.

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2. In any case in which a Certificate of Occupancy is sought at a season of the year in which the City determines that it would be impractical to plant trees, shrubs or grass, or to lay turf, a Temporary Certificate of Occupancy may be issued for up to four (4) months.
 3. All landscaped areas shall be irrigated with an approved automatic underground irrigation system unless the landscaped area has been designed utilizing xeriscaping methods. All irrigation systems shall be designed and sealed in accordance with the Texas Commission on Environmental Quality (TCEQ) and shall be professionally installed. No irrigation shall be required for undisturbed natural areas or undisturbed existing trees.
 4. Vegetation other than approved grasses or ground cover under six inches (6") in height is prohibited in any City right-of-way unless specifically authorized in writing by the City Manager or his/her designee, after consultation with the Director of Public Works or his/her designee.
 5. Trees planted shall be a minimum of two and one-half inches (2.5") caliper measured at four feet (4') above ground level at the time of planting. All trees planted to meet the minimum landscaping requirements of this section shall be planted so as to provide for no impervious material within the drip line of the tree. For the purposes of determining the drip line to meet the requirements of this section, the drip line radius shall be measured as being ten (10) times the caliper of the tree. For example, a two and one-half inch (2.5") tree will have a twenty-five inch (25") radius or fifty inch (50") diameter. Tree wells or tree grates may be utilized to meet the requirements of this section. The City may, at its option, require certification by a registered arborist that adequate space has been provided for pervious cover beneath the drip line of a tree.
 6. New landscaped areas shall be prepared so as to achieve a soil depth of at least two inches (2").
 7. The use of architectural planters in nonresidential districts may be permitted in fulfillment of landscape requirements subject to approval of the Planning and Zoning Commission at the time of Site Plan approval.
 8. Landscape planting shall not be erected or installed in such a manner as to interfere with traffic view or impose a safety hazard.
 9. A minimum twenty foot (20') 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. The requirements of this section are not applicable to properties zoned [Main Street Mixed Use \(MSMU\) or](#) Main Street Mixed-Use - New Development (MSMU-ND).
 10. A minimum of twenty percent (20%) of the total land area of any proposed multifamily or nonresidential development shall be landscaped and shall be comprised of trees, shrubs, sod or other ground cover. In the event of the construction of a phased development, the minimum twenty percent (20%) requirement shall apply to each phase as it is developed.
 11. All commercial and multi-family properties shall provide shade trees at a ratio of nine (9) trees per acre. Industrial property shall provide shade trees at a ratio of six (6) trees per acre. Public schools shall provide shade trees at a ratio of at least four (4) trees per acre. Existing trees may be counted toward meeting the requirements of this section.
 12. Interior Landscaping. A minimum of ten percent (10%) of the gross parking areas shall be devoted to living landscaping which includes grass, ground covers, plants, shrubs and trees. Gross parking area is to be measured from the edge of the parking and/or driveway and sidewalks. Interior landscaping requirements do not apply to public water and wastewater facilities if an eight feet (8') masonry fence is provide[d] at or near the property boundary.

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13. Interior areas of parking lots shall contain planting islands located so as to best relieve the expanse of paving. Planter islands must be located no further apart than every twenty (20) parking spaces and at the terminus of all rows of parking. Such islands shall be a minimum of 162 square feet or nine feet by eighteen feet (9' x 18') in size. Planter islands shall contain a combination of trees, shrubs, lawn, ground cover and other appropriate materials provided such landscaping does not cause visual interference within the parking area. This subsection does not apply to public schools or properties zoned Main Street Mixed Use (MSMU) or Main Street Mixed-Use - New Development (MSMU-ND).
14. Perimeter Landscape Area — Perimeter landscaping shall be required in the following scenarios:
- a) Where a nonresidential or multifamily use adjacent to a nonresidential or multifamily use that is zoned for nonresidential or multifamily uses shall provide a minimum five-foot (5') landscape buffer adjacent to those uses except where the building extends into that five foot (5') landscape buffer.
- i. A minimum of one (1) shade tree shall be planted for each one-hundred linear feet (100') of landscape buffer except where the entire five-foot (5') wide landscape buffer is encumbered by an easement that does not allow the planting of trees.
- b) A nonresidential or multifamily use adjacent to a single family or duplex residential use or single family or duplex residentially zoned property shall provide a minimum twenty-foot (20') landscape buffer adjacent to the proper line of the residential use or residentially zoned property. If this scenario is in the Main Street Mixed Use District (MSMU) or the Main Street Mixed Use – New Development District (MSMU-ND) then the landscape buffer shall be a minimum of five feet (5').
- i. A minimum of one (1) shade tree [s]hall be planted for each thirty (30) linear feet of landscape buffer. The landscape buffer shall be covered with grass or another solid vegetative cover.
- ii. The landscape buffer shall include a masonry wall which shall be eight feet (8') in height unless in the Main Street Mixed Use District (MSMU) or the Main Street Mixed Use – New Development District (MSMU-ND).
- c) The requirement of this subsection doe[s] not apply to public water and wastewater facilities if an eight foot (8') masonry wall is provided at or near the property boundary.

- F. *Landscape Plan Required.* A landscape plan shall be submitted to the City for approval. The landscape plan may be submitted as a part of the Site Plan. The landscape plan shall contain the following information:
1. location of all existing trees with indication as to those to be preserved;
 2. location of all plants and landscaping material to be used including paving, benches, screens, fountains, statues, or other landscaping features;
 3. species of all plant material to be used;
 4. size of all plant material to be used;
 5. spacing of plant material where appropriate;
 6. type of watering system and location of watering source, irrigation, sprinkler, or water system, including placement of water sources;
 7. description of maintenance provisions of the landscaping plan; and
 8. persons responsible for the preparation of the landscape plan.

(Ord. No. 16-S-27 , §§ 3, 4, 8-30-2016; Ord. No. 18-S-04 , § 1(Exh. A), 1-23-2018; Ord. No. 18-S-24 , § 1(Exh. A), 8-7-2018; Ord. No. 21-S-26 , § 1(Exh. A), 7-6-2021; Ord. No. 23-S-07 , § 1(Exh. A), 3-14-2023)

Sec. 21.14.3. Additional Design Requirements.

A. *Purpose and Applicability.*

1. The purpose of this Section is to establish additional development standards applicable to certain streets within the City to ensure uniform and quality development resulting in an attractive environment compatible with businesses and residential dwellings which does the following:
 - a. provides an environment and living conditions favorable to the public;
 - b. provides a creative approach to land use and related physical development;
 - c. creates a pattern of development which preserves trees and outstanding natural topography and prevents soil erosion and pollution;
 - d. encourages mixed use development through innovative uses of modern development concepts; and
 - e. produces open space and recreation areas.
2. The requirements of this section shall be applicable to all roadways classified as Principal Arterials or Secondary Arterials in accordance with section 21.14.1 including, but not limited to, Schertz Parkway, FM 3009, Old Wiederstein Road, Country Club Blvd, FM 78, FM 1518, FM 482, and Wiederstein Road.

B. *Permitted Uses.* Buildings, structures and land shall be used in accordance with the uses permitted in the applicable zoning district and shall comply with the dimensional requirements of that district in accordance with Article 5 of this UDC.

C. *Building Setback Line.* A minimum fifty foot (50') building setback shall be required adjacent to all rights-of-way. A waiver may be granted by the Planning and Zoning Commission which would allow for a reduction in the minimum required setback when an alternative site layout and design provides for additional open space or landscaping and off-street parking will be located entirely at the rear of the building or lot. In no case shall the minimum building setback be reduced less than the minimum required setback for the applicable zoning district. The requirements of this section are not applicable to properties zoned Main Street Mixed-Use (MSMU) or Main Street Mixed-Use - New Development (MSMU-ND).

D. *Driveways and Access (Connectivity).* Access shall be limited to provide for safe traffic flow and the design shall provide interior drives to limit the number of accesses to the public right-of-way. Access easement should be utilized to limit the number of driveway accesses. Accesses should be planned to match existing driveways or street intersections on the opposite side of the street. All driveways shall have a minimum sight distance of 240 feet.

E. *Screening and Buffering.* A masonry screening wall a minimum of eight foot (8') in height shall be provided where the rear yard of any residential or nonresidential lot abuts a Principal or Secondary Arterial. Any masonry screening wall constructed as part of a new residential subdivision shall be constructed of a like and similar material and color as screening walls in adjacent subdivisions to provide a consistent streetscape. Where the rear yard of any residential lot abuts right-of-way, a minimum twenty foot (20') wide landscape buffer shall be provided adjacent to the right-of-way. Additionally, 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. The requirements of this section are not applicable to properties zoned Main Street Mixed-Use (MSMU) or Main Street Mixed-Use - New Development (MSMU-ND).

(Ord. No. 16-S-27 , § 9, 8-30-2016; Ord. No. 17-S-40 , § 1(Exh. A), 10-24-2017; Ord. No. 21-S-26 , § 1(Exh. A), 7-6-2021; Ord. No. 23-S-07 , § 1(Exh. A), 3-14-2023)

PROPOSED UDC AMENDMENT

Sec. 21.5.2. Zoning Districts Established.

The City is hereby geographically divided into zoning districts and the boundaries of those districts herein are delineated upon the Official Zoning Map of the City. The use and dimensional regulations as set out in this Article are uniform in each district. Zoning districts are established in compliance with adopted Comprehensive Land Plan and Master Thoroughfare Plan. The districts established shall be known as follows:

Table 21.5.2	
Symbol	Zoning District Name
PRE	Predevelopment District
R-1	Single-Family Residential District
R-2	Single-Family Residential District
R-3	Two-Family Residential District
R-4	Apartment/Multi-Family Residential District
R-6	Single-Family Residential District
R-7	Single-Family Residential District
R-A	Single-Family Residential/Agricultural District
GH	Garden Home Residential District
TH	Townhome District
MHS	Manufactured Home Subdivision District
MHP	Manufactured Home Park District
OP	Office and Professional District
NS	Neighborhood Services District
GB	General Business District
GB-2	General Business District-2
M-1	Manufacturing District (Light)
M-2	Manufacturing District (Heavy)
PUB	Public Use District
PDD	Planned Development District
AD	Agricultural District
EN	Estate Neighborhood PDD
MSMU	Main Street Mixed-Use District
MSMU-ND	Main Street Mixed-Use New Development District

(Ord. No. 13-S-22 , § 1, 7-16-2013; Ord. No. 14-S-47 , § 1, 11-18-2014; Ord. No. 23-S-07 , § 1(Exh. A), 3-14-2023)

Sec. 21.5.5. Statement of Purpose and Intent for Residential Districts.

- A. *Predevelopment District (PRE)*. Intended for use for undeveloped land in the City or as a temporary designation for existing uses for newly annexed property. This zoning is also suitable for areas where development is premature due to lack of utilities, capacity or service and for areas that are unsuitable for development because of physical constraints or potential health or safety hazards. No improvements, construction or structures may be undertaken without obtaining a building permit and no occupancy of such improvements and structures without obtaining a certificate of occupancy.
- B. *Single-Family Residential District (R-1)*. Comprised of single-family detached residential dwellings on a minimum lot size of 9,600 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units.
- C. *Single-Family Residential District (R-2)*. Comprised of single-family detached residential dwellings with a minimum lot size of 8,400 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units.
- D. *Two-Family Residential District (R-3)*. Comprised of two (2) single-family attached residential dwellings with a minimum lot size of 9,000 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units.
- E. *Apartment/Multi-Family Residential District (R-4)*. Intended for apartment and multi-family developments including, but not limited to apartment buildings, duplex, garden apartments, condominium units, assisted living centers, nursing homes and other similar uses. Due to the infrastructure requirements for such districts, the City may require the applicant seeking such zoning classification to establish (i) the adequacy of available access and utility facilities, (ii) sufficiency of drainage, and (iii) provision of sufficient open space. The minimum lot size in such district is 10,000 square feet for three (3) units and 1,800 square feet for each additional dwelling unit. The maximum density shall be twenty-four (24) units per acre. Apartment/Multi-Family Residential Districts should not be located in areas where they would increase traffic through single-family neighborhoods and should be located adjacent to arterial streets with sufficient capacity to carry the increased traffic generated. Multi-family developments are suitable buffers between single-family districts and commercial uses. Multi-family districts should be buffered from non-residential land uses and from pollution sources and environmental hazards. Twenty percent (20%) of the total platted area shall be provided as common, usable open space.
- F. *Single-Family Residential District (R-6)*. Comprised of single-family detached residential dwellings that are on a minimum lot size of 7,200 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units. This district is intended to be developed using the more contemporary building styles and allowing those dwellings to be constructed on relatively small lots. The maximum size tract that can be zoned R-6 is 30 acres.
- G. *Single-Family Residential District (R-7)*. Comprised of single-family detached residential dwellings on a minimum lot size of 6,600 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units. This district is intended to be developed using the more contemporary building styles and allowing those dwellings to be constructed on relatively small lots. The maximum size tract that can be zoned R-7 is 40 acres.
- H. *Single-Family Residential/Agricultural District (RA)*. Intended to provide for areas in which agricultural land may be held in such use for as long as is practical and reasonable. Residences in this District are intended to be on a minimum lot size of 21,780 square feet (one-half acre). This District is suitable for areas where development is premature due to lack of utilities, capacity or service, and for areas that are unsuitable for development because of physical restraints or potential health or safety hazards.

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- I. *Garden Homes Residential District (GH)*. Comprised of single-family detached residential dwellings on a minimum lot size of 5,000 square feet together with the schools, churches, and parks necessary to create basic neighborhood units. This District allows the main structure to be constructed coincident with one (1) of the side property lines, and requires only one (1) side yard setback in order to maximize lot usage and yet maintain a neighborhood character consistent with conventional single-family detached homes.

No area shall be designated GH that contains less than five (5) adjoining lots on a street. Zero lot line homes shall have no windows on the side of the house, which abuts the property line. Entire frontage of one (1) side of the street in the block must be included in the GH designation. Exception may be made where an alley breaks the block on that side of the street. Homes will be uniformly located on the same side of the lot within a street block.

- J. *Townhome District (TH)*. Comprised of an attached residential dwelling unit in structures built to accommodate three (3) to six (6) units per structure. Density shall not exceed twelve (12) units per gross acre. Townhome units shall be constructed on a single lot, or on adjacent individual lots. Individual ownership of the townhome units is encouraged. Minimum lot area shall not be less than 2,500 square feet per dwelling unit. Ten percent (10%) of the total platted area shall be provided as common, usable open space. This District should not be located in areas where it would increase traffic through single-family neighborhoods and should be adjacent to arterial streets with sufficient capacity to carry the increased traffic generated.
- K. *Manufactured Home Subdivision District (MHS)*. Intended to recognize that certain areas of the City are suitable for a mixture of single-family dwelling units and HUD-Code manufactured homes, to provide adequate space and site diversification for residential purposes designed to accommodate the peculiarities and design criteria of manufactured homes, along with single-family residences, to promote the most desirable use of land and direction of building development, to promote stability of development, to protect the character of the district, to conserve the value of land and buildings, and to protect the City's tax base. This District provides for the creation and/or subdivision of any lot, tract or parcel of land used for the placement of manufactured homes. This District is not intended to prohibit or unduly restrict any type of housing but to ensure compatibility in housing types between manufactured home subdivisions and surrounding single family residential subdivisions and recognizing their inherent differences.
- L. *Manufactured Home Park District (MHP)*. Intended to provide adequate space and site diversification for residential purposes designed to accommodate the peculiarities and design criteria of manufactured homes, to promote the most desirable use of land and direction of building development, to promote stability of development, to protect the character of the district, to conserve the value of land and buildings, and to protect the City's tax base. This District provides for the creation of tracts of land used for the placement of multiple manufactured homes on a single lot, tract or parcel of land and utilized for rent or lease. This District is not intended to prohibit or unduly restrict any type of housing but to ensure compatibility between manufactured home parks and surrounding properties and recognizing the inherent differences in housing types between manufactured home parks and other residential districts.
- M. *Agricultural District (AD)*. Intended to provide as a base zoning district in areas designated as agricultural conservation on the North and South Schertz Framework Plans. Residences in this District are intended to be on a minimum lot size of 217,800 square feet (five acres). Clustering of up to two homes may be allowed on the same lot subject to setback requirements. This District is suitable for areas where development is premature due to lack of utilities, capacity or service, and for areas that are unsuitable for development because of physical restraints or potential health or safety hazards.
- N. *Main Street Mixed-Use District (MSMU)*. Intended to provide a base zoning district in the area along Main Street. In light of the history of the area and variety of land uses that exist, this zoning district allows for single-family and multi-family residential uses, and low intensity commercial uses. Reduced setbacks and parking requirements are provided as part of this district due to physical restraints.

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- O. *Main Street Mixed-Use New Development District (MSMU-ND)*. Intended to provide a base zoning district in the area along Main Street, specifically for new development of existing properties. This district is intended to mirror The Main Street Mixed-Use District (MSMU), allowing for single-family and multi-family residential uses, and low intensity commercial uses. Reduced setbacks, parking requirements, along with reduced landscape buffers are provided as part of this district due to physical restraints of the existing properties.

(Ord. No. 13-S-22, § 2, 7-16-2013 ; Ord. No. 14-S-47 , § 2, 11-18-2014; Ord. No. 21-S-26 , § 1(Exh. A), 7-6-2021; Ord. No. 23-S-07 , § 1(Exh. A), 3-14-2023)

Sec. 21.5.6. Statement of Purpose and Intent for Nonresidential Districts.

- A. *Office and Professional District (OP)*. Intended to provide suitable areas for the development of office structures as well as office park developments on appropriately designed and attractively landscaped sites. It is also intended to provide ancillary retail service (restaurants, coffee shops, newsstands, etc.) for such office developments. Due to the intensity of these developments, this District should be generally located along major transportation corridors, and be properly buffered from less intensive residential uses.
- B. *Neighborhood Services District (NS)*. Intended to provide suitable areas for the development of certain limited service and retail uses in proximity to residential neighborhoods in order to more conveniently accommodate the basic everyday retail and service needs of nearby residents. Such uses occur most often on the periphery of established neighborhoods at the intersection of collectors and minor arterials, and are generally on sites of approximately one (1) to three (3) acres in size. These developments are to have generous landscaping and contain non-residential uses, which do not attract long distance traffic trips. This District should be properly buffered from residential uses and protected from pollution and/or environmental hazards.
- C. *General Business District (GB)*. Intended to provide suitable areas for the development of non-residential uses which offer a wide variety of retail and service establishments that are generally oriented toward serving the overall needs of the entire community. These businesses are usually located on appropriately designed and attractively landscaped sites and along principal transportation corridors.
- D. *General Business District-2 (GB-2)*. Intended to provide suitable areas for the development of non-residential and light industrial uses that offer a wide variety of retail and service establishments that are generally oriented toward serving the overall needs of the entire community. These businesses are usually located on appropriately designed and attractively landscaped sites and along principal transportation corridors. These facilities should not emit dust, odor, smoke, gas or fumes, or any other hazardous elements, which are detectable beyond the boundary of the property. Due to the traffic generated by such uses, these districts should be located on arterial streets. In reviewing the proposed development, other infrastructure considerations such as water, electric, sewer, gas and fire line pressure should be taken into account. Where several lots are to be jointly developed as a light manufacturing area, restrictive covenants and development restrictions encouraging high-level design and maintenance are encouraged.
- E. *Manufacturing District-Light (M-1)*. Intended to provide a suitable area for the development of light industrial, assembly and manufacturing, warehouse and distribution facilities. These facilities should not emit dust, odor, smoke, gas or fumes, or any other hazardous elements, which are detectable beyond the boundary of the property. Due to the traffic generated by such uses, these districts should be located on arterial streets. In reviewing the proposed development, other infrastructure considerations such as water, electric, sewer, gas and fire line pressure should be taken into account. Where several lots are to be jointly developed as a light manufacturing area, restrictive covenants and development restrictions encouraging high-level design and maintenance are encouraged.
- F. *Manufacturing District—Heavy (M-2)*. Intended to provide a suitable park-like area for the development of intensive industrial/manufacturing activities, which tend to emit certain offensive features such as odor, noise, dust, smoke and/or vibrations, but under controlled conditions. Specific Use Permit will be required by all activities locating in this area. Uses shall also recognize the need for increased water pressure and capacity in order to provide adequate fire protection.
- G. *Public Use District (PUB)*. Intended to identify and provide a zoning classification for land that is owned or may be owned by the City, County, State, or Federal Government or the School District; land that has been dedicated to the City for public use such as parks and recreation, and land designated and dedicated to the City as a greenbelt.

Sec. 21.5.7. Dimensional and Developmental Standards.

- A. *General.* All projects or developments shall comply with all of the applicable dimensional and development standards of this Article. Additional requirements may also apply as required in other sections of this UDC. All area requirements and lot sizes shall be calculated based on gross acres.

Table 21.5.7.A DIMENSIONAL REQUIREMENTS RESIDENTIAL ZONING DISTRICTS											
		Minimum Lot Size And Dimensions			Minimum Yard Setback (Ft)				Miscellaneous Lot Requirements		
Code	Zoning District	Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Side Ft.	Rear Ft.	Minimum Off-Street Parking Spaces	Max Height Ft.	Max Imperv Cover	Key
R-1	Single-Family Residential District-1	9,600	80	120	25	10	20	2	35	50%	h,j,k,l,m,o
R-2	Single-Family Residential District-2	8,400	70	120	25	10	20	2	35	50%	h,j,k,l,m,o
R-3	Two-Family Residential District	9,000	75	120	25	10	20	2	35	60%	h,j,k,l,m,o
R-4	Apartment/Multi-Family Residential District	10,000	100	100	25	10	20	2	35	75%	a,b,j,k,l,m
R-6	Single-Family Residential District-6	7,200	60	120	25	10	20	2	35	50%	h,k,l,m,n,o
R-7	Single-Family Residential District-7	6,600	60	110	25	10	20	2	35	50%	h,k,l,m,n,o
R-A	Single-Family-Residential/Agriculture	21,780	-	-	25	25	25	2	35	50%	h,k,l,m,n
GH	Garden Home Residential District	5,000	50	100	10	10	10	2	35	75%	c,d,e,f,g,k,l,m
TH	Townhome District	2,500	25	100	25	10	20	2	35	75%	h,j,k,l,m
MHS	Manufactured Home Subdivision District	6,600	60	110	25	10	20	2	35	50%	j,k,l,m,o
MHP	Manufactured Home Park District	43,560	-	-	25	12.5	25	-	35	50%	j,k,l,m
AD	Agricultural District	217,800	100	100	25	25	25	2	35	30%	h,k,o
MSMU	Main Street Mixed Use	5,000	50	100	10	5	10	2	35	80%	h,j,k,m,n,p
MSMU-ND	Main Street Mixed Use-New Development	5,000	50	100	10	5	10	2	35	80%	j,k,m,p

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Key:	
a.	Add 1,800 square feet of area for each unit after the first 3 units. Maximum density shall not exceed 24 units per acre.
b.	2 parking spaces per bedroom plus 5%.
c.	Zero lot line Garden Homes.
d.	20-foot paved alley for ingress/egress to all rear garages.
e.	5-foot shall be designated maintenance easement.
f.	Corner lot shall have 10-foot side yard setback from street right-of-way.
g.	25-foot set back to property line adjoining public street.
h.	Corner lot shall have minimum 15-foot side yard setback from street right-of-way. For properties on Main Street, the City Engineer may authorize a reduction to no less than 10' if there are no sight distance issues.
i.	Minimum lot area for each unit.
j.	Site Plan approval required.
k.	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.
l.	No variances may be permitted to exceed the maximum impervious cover limitations
m.	Refer to Article 14, section 21.14.3 for additional design requirements
n.	All single family residential dwelling units constructed within this district shall be constructed with an enclosed garage.
o.	Side yard setback of 7.5 ft. for R-1, R-2, R-3, R-6, R-7, and MHS continues in effect for all subdivisions vested on the date of adoption of Ordinance No. 11-S-15.
p.	Not subject to the requirements in section 21.10.4

Table 21.5.7.B DIMENSIONAL REQUIREMENTS NON-RESIDENTIAL ZONING DISTRICTS (d)												
		Minimum Lot Size And Dimensions			Minimum Yard Setback (Ft)					Miscellaneous Lot Requirements		
Code	Zoning District	Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Rear Adj Non- Res Zone	Rear Adj. Res Zone	Side Adj Non- Res Zone	Side Adj Res Zone	Max Ht. Ft.	Max Imperv Cover	Key
OP	Office/ Professional	6,000	60	100	25	0	25	0	25	35	70%	a, b, c, d

NS	Neighborhood Services	10,000	100	100	25a	0	25	0	25	35	80%	a, b, c, d
GB	General Business	10,000	100	100	25	0	25	0	25	120	80%	a, b, c, d
GB-2	General Business-2	10,000	100	100	25	0	25	0	25	120	80%	a, b, c, d
M-1	Light Manufacturing	10,000	100	100	25	0	50c	0	25b	120	80%	a, b, c, d
M-2	Heavy Manufacturing	10,000	100	100	25	0	50c	0	25b	120	80%	a, b, c, d
PUB	Public Use District	10,000	100	100	25	0	15	0	25	35	70%	a, c, d
Key:												
a.	See Article 10 for parking requirements.											
b.	Uses may require a Specific Use Permit. The City of Schertz will follow the guidelines outlined in the Air Installation Compatible Use Zone (AICUZ) study for Randolph Air Force Base.											
c.	No variances may be permitted to exceed the maximum impervious cover limitations.											
d.	Refer to Article 14, Sec. 21.14.3 for additional design requirements.											

B. *Additional Dimensional and Development Standards.*

1. All lots developed for residential purposes shall comply with the lot area, minimum setbacks and height requirements established in table 21.5.7A for the zoning district(s) in which the lot(s) is/are located. All lots developed for allowed non-residential purposes, within residential zoning districts, shall comply with lot, area and height requirements established in table 21.5.7A for the zoning district(s) in which the lot(s) is/are located.
2. All lots developed for non-residential purposes shall comply with lot, area, minimum setbacks, and maximum height requirements established for the zoning district(s) in which the lot(s) is located, as established in table 21.5.7B.
3. All lots shall have at least the minimum area, width and depth as indicated in the tables 21.5.7A and 21.5.7B in this section.
4. Platted subdivisions established by a duly approved plat filed prior to adoption of this UDC shall be exempt from meeting any new lot width, depth, and/or square footage requirements.
5. No lot existing at the time of passage of this UDC shall be reduced in size below the minimum area requirements set forth in tables 21.5.7A and 21.5.7B.
6. Minimum lot size requirements shall not apply to previously platted lots that are annexed into the City, but shall apply in the event of a vacation and replat of such property. All other requirements of this UDC shall nevertheless apply.
7. No portion of any building on a residential lot may be located on any lot closer to any lot line or to the street right-of-way line than is authorized in table 21.5.7A set forth in this section unless otherwise listed below:
 - a. Where the frontage on one (1) side of a street is divided by two (2) or more zoning districts, the front yard setback shall comply with the requirements of most restrictive district for the entire frontage between the nearest intersecting streets.
 - b. Where the building setback line has been established by plat and exceeds the requirements of this UDC, the more restrictive setback line shall apply.
 - c. The front yard setback shall be measured from the property line to the front face of the building, covered porch, covered terrace, or attached accessory building. Eaves and roof extensions may project into the required front yard, not to exceed two (2) feet.
 - d. *Side Yards:* Every part of a required side yard shall be open and unobstructed except for accessory buildings as permitted herein and the ordinary projections of window sills, belt courses, cornices and other architectural features projecting not to exceed twelve (12) inches into the required side yard, and roof eaves projecting not to exceed twenty-four (24) inches into the required side yard.
 - e. *Rear Yards:* Every part of a required rear yard shall be open and unobstructed, except for accessory buildings, uses and structures as permitted and the ordinary projections of window sills, belt courses, cornices and roof overhangs and other architectural features projecting not to exceed twenty-four (24) inches into the required rear yard.
 - f. Where lots have double frontage, running from one street to another, a required front yard setback shall be provided on both streets.
 - g. *Mixed Use Building:* In a building serving dwelling and other uses, in any district, the height and area regulations applicable to non-residential buildings shall apply.

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- h. There shall not be more than one (1) residential dwelling on a platted lot of a duly recorded plat of a single-family residential use.

(Ord. No. 13-S-22 , § 3, 7-16-2013; Ord. No. 14-S-47 , § 3, 11-18-2014; Ord. No. 21-S-26 , § 1(Exh. A), 7-6-2021)

Sec. 21.5.8. Permitted Use Table.

- A. *Use of Land and Buildings.* Structures, land or premises shall be used only in accordance with the use permitted in the following use table subject to compliance with the dimensional and development standards for the applicable zoning district and all other applicable requirements of this UDC.
- B. *Permitted Principal Uses.* No principal use shall be permitted in any district unless it appears in the following permitted use table.

[Permitted Use Table Here]

C. *New and Unlisted Uses.*

1. It is recognized that new or unlisted types of land use may seek to locate in the City. In order to provide for such contingencies, a determination of any new or unlisted form of land use shall be made in accordance with this section.
2. For uses in which an applicant requests a Specific Use Permit, the City Manager or his/her designee shall follow the procedures for granting an SUP in accordance with section 21.5.11 of this UDC.
3. It is recognized that the permitted use chart may require amendment, from time to time, to allow for uses that were otherwise not permitted. In the event an amendment to the permitted use chart is required, the procedure for the amendment shall be the same as required for an amendment to the text of the UDC in accordance with section 21.4.7 of this UDC.

D. *Limited Uses.*

1. Tattoo Parlors/Studios in the Main Street Mixed Use District and the Main Street Mixed Use – New Development District shall have the following limited uses:
 - a. No tattoo studio shall be within 900 feet of another tattoo studio (property line to property line).

(Ord. No. 13-S-22 , § 4, 7-16-2013; Ord. No. 14-S-47 , § 4, 11-18-2014; Ord. No. 20-S-29, § 1(Exh. A), 10-27-2020; Ord. No. 21-S-26 , § 1(Exh. A), 7-6-2021; Ord. No. 21-S-44 , § 1(Exh. A), 10-26-2021)

Proposed UDC Amendment

Article 5 – Permitted Use Table

Proposed changes to Article 5 – Permitted Use Table to add uses to Main Street Zoning Districts

Zoning District	P=Permitted/ S= Specific Use Permit	Permitted Uses
Main Street Mixed Use District (MSMU)	P	Tattoo Parlor/Studio
Main Street Mixed Use District (MSMU)	P	Multi-Family Apartment Dwelling
Main Street Mixed Use District (MSMU)	P	One-Family Dwelling Attached
Main Street Mixed Use District (MSMU)	P	Private Club
Main Street Mixed Use District (MSMU)	P	Theater, Indoor
Main Street Mixed Use District (MSMU)	P	Two-Family Dwelling
Main Street Mixed Use District (MSMU)	P	Automobile Parking Structure/Garage
Main Street Mixed Use District (MSMU)	P	Microbrewery/Brewpub
Main Street Mixed Use District (MSMU)	P	Dance Hall/Night Club
Main Street Mixed Use District (MSMU)	P	Municipal Uses Operated by the City of Schertz
Main Street Mixed Use District (MSMU)	P	Pet Store
Main Street Mixed Use – New Development District (MSMU-ND)	P	Tattoo Parlor/Studio
Main Street Mixed Use – New Development District (MSMU-ND)	P	Multi-Family Apartment Dwelling
Main Street Mixed Use – New Development District (MSMU-ND)	P	One-Family Dwelling Attached
Main Street Mixed Use – New Development District (MSMU-ND)	P	Private Club
Main Street Mixed Use – New Development District (MSMU-ND)	P	Theater, Indoor

Main Street Mixed Use – New Development District (MSMU-ND)	P	Two-Family Dwelling
Main Street Mixed Use – New Development District (MSMU-ND)	P	Automobile Parking Structure/Garage
Main Street Mixed Use – New Development District (MSMU-ND)	P	Microbrewery/Brewpub
Main Street Mixed Use – New Development District (MSMU-ND)	P	Dance Hall/Night Club
Main Street Mixed Use – New Development District (MSMU-ND)	P	Municipal Uses Operated by the City of Schertz

No other changes are proposed.

Sec. 21.5.12. - Reserved

Sec. 21.5.14. - Reserved

Sec. 21.5.15. - Reserved

Sec. 21.9.7. Landscaping.

- A. *Purpose.* The purpose of this section is to establish landscaping requirements to enhance the community's ecological, environmental, and beautification efforts as well as its aesthetic qualities. It is the intent of this section to reduce the negative effects of glare, noise, erosion, and sedimentation caused by expanses of impervious and un-vegetated surfaces within the urban environment. It is the intent of this section to preserve and improve the natural and urban environment by recognizing that the use of landscaping elements can contribute to the processes of air purification, oxygen, regeneration, groundwater recharge, noise abatement, glare and heat, provision of habitats for wildlife, and enhance the overall beauty of the City.
- B. *Enforcement.* If at any time after the issuance of a Certificate of Occupancy, the approved landscaping is found to be in nonconformance with standards and criteria of this section, notice by the City may be issued to the owner, citing the violation and describing what action is required to comply with this section. The owner, tenant or agent shall have forty-five (45) days after the date of said notice to restore landscaping as required. The City may extend the time of compliance based on weather conditions. If the landscaping is not restored within the allotted time, such person shall be in violation of this UDC.
- C. *Single Family and Duplex Residential*
Installation and Maintenance.
1. Prior to issuance of a Certificate of Occupancy sod shall be in place in full front and rear yards, except for landscape beds and gardens. On property containing a minimum of one-half (½) acre or greater, sod in front and rear yards shall be planted adjacent to the slab for a distance of fifty feet (50') and for a distance of twenty feet (20') in side yards.
 2. All landscaped areas shall be irrigated with an approved automatic underground irrigation system unless the landscaped area has been designed utilizing xeriscaping methods. All irrigation systems shall be designed and sealed in accordance with the Texas Commission on Environmental Quality (TCEQ) and shall be professionally installed. No irrigation shall be required for undisturbed natural areas or undisturbed existing trees.
 3. Vegetation other than grasses or ground cover under six inches (6") in height is prohibited in any City right-of-way unless specifically authorized in writing by the City Manager or his/her designee.
 4. Landscape planting shall not be erected or installed in such a manner as to interfere with traffic view or impose a safety hazard.
 5. New landscaped areas shall be prepared so as to achieve a soil depth of at least two inches (2").
 6. Every single family residential lot shall provide a minimum of two (2) shade trees which are a minimum of two and one-half inches (2.5") caliper measured at four feet (4') above ground level at the time of planting.
- D. *Nonresidential and Multi-Family.* The provisions of this section apply to new construction except public water and wastewater facilities for which only subsections 14 and 16 below apply.

Existing developments where all structures are not being demolished, do not have to comply with all of these requirements. Rather they cannot decrease compliance with an individual requirement to the point that they no longer comply with that individual requirement.

Installation and Maintenance.

1. Prior to issuance of a Certificate of Occupancy for any building or structure, all screening and landscaping shall be in place in accordance with the landscape plan approved as part of the Site Plan.

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2. In any case in which a Certificate of Occupancy is sought at a season of the year in which the City determines that it would be impractical to plant trees, shrubs or grass, or to lay turf, a Temporary Certificate of Occupancy may be issued for up to four (4) months.
 3. All landscaped areas shall be irrigated with an approved automatic underground irrigation system unless the landscaped area has been designed utilizing xeriscaping methods. All irrigation systems shall be designed and sealed in accordance with the Texas Commission on Environmental Quality (TCEQ) and shall be professionally installed. No irrigation shall be required for undisturbed natural areas or undisturbed existing trees.
 4. Vegetation other than approved grasses or ground cover under six inches (6") in height is prohibited in any City right-of-way unless specifically authorized in writing by the City Manager or his/her designee, after consultation with the Director of Public Works or his/her designee.
 5. Trees planted shall be a minimum of two and one-half inches (2.5") caliper measured at four feet (4') above ground level at the time of planting. All trees planted to meet the minimum landscaping requirements of this section shall be planted so as to provide for no impervious material within the drip line of the tree. For the purposes of determining the drip line to meet the requirements of this section, the drip line radius shall be measured as being ten (10) times the caliper of the tree. For example, a two and one-half inch (2.5") tree will have a twenty-five inch (25") radius or fifty inch (50") diameter. Tree wells or tree grates may be utilized to meet the requirements of this section. The City may, at its option, require certification by a registered arborist that adequate space has been provided for pervious cover beneath the drip line of a tree.
 6. New landscaped areas shall be prepared so as to achieve a soil depth of at least two inches (2").
 7. The use of architectural planters in nonresidential districts may be permitted in fulfillment of landscape requirements subject to approval of the Planning and Zoning Commission at the time of Site Plan approval.
 8. Landscape planting shall not be erected or installed in such a manner as to interfere with traffic view or impose a safety hazard.
 9. A minimum twenty foot (20') 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. The requirements of this section are not applicable to properties zoned Main Street Mixed Use (MSMU) or Main Street Mixed-Use - New Development (MSMU-ND).
 10. A minimum of twenty percent (20%) of the total land area of any proposed multifamily or nonresidential development shall be landscaped and shall be comprised of trees, shrubs, sod or other ground cover. In the event of the construction of a phased development, the minimum twenty percent (20%) requirement shall apply to each phase as it is developed.
 11. All commercial and multi-family properties shall provide shade trees at a ratio of nine (9) trees per acre. Industrial property shall provide shade trees at a ratio of six (6) trees per acre. Public schools shall provide shade trees at a ratio of at least four (4) trees per acre. Existing trees may be counted toward meeting the requirements of this section.
 12. Interior Landscaping. A minimum of ten percent (10%) of the gross parking areas shall be devoted to living landscaping which includes grass, ground covers, plants, shrubs and trees. Gross parking area is to be measured from the edge of the parking and/or driveway and sidewalks. Interior landscaping requirements do not apply to public water and wastewater facilities if an eight feet (8') masonry fence is provide[d] at or near the property boundary.

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13. Interior areas of parking lots shall contain planting islands located so as to best relieve the expanse of paving. Planter islands must be located no further apart than every twenty (20) parking spaces and at the terminus of all rows of parking. Such islands shall be a minimum of 162 square feet or nine feet by eighteen feet (9' x 18') in size. Planter islands shall contain a combination of trees, shrubs, lawn, ground cover and other appropriate materials provided such landscaping does not cause visual interference within the parking area. This subsection does not apply to public schools or properties zoned Main Street Mixed Use (MSMU) or Main Street Mixed-Use - New Development (MSMU-ND).
 14. Perimeter Landscape Area – Perimeter landscaping shall be required in the following scenarios:
 - a) Where a nonresidential or multifamily use adjacent to a nonresidential or multifamily use that is zoned for nonresidential or multifamily uses shall provide a minimum five-foot (5') landscape buffer adjacent to those uses except where the building extends into that five foot (5') landscape buffer.
 - i. A minimum of one (1) shade tree shall be planted for each one-hundred linear feet (100') of landscape buffer except where the entire five-foot (5') wide landscape buffer is encumbered by an easement that does not allow the planting of trees.
 - b) A nonresidential or multifamily use adjacent to a single family or duplex residential use or single family or duplex residentially zoned property shall provide a minimum twenty-foot (20') landscape buffer adjacent to the proper line of the residential use or residentially zoned property. If this scenario is in the Main Street Mixed Use District (MSMU) or the Main Street Mixed Use – New Development District (MSMU-ND) then the landscape buffer shall be a minimum of five feet (5').
 - i. A minimum of one (1) shade tree [s]hall be planted for each thirty (30) linear feet of landscape buffer. The landscape buffer shall be covered with grass or another solid vegetative cover.
 - ii. The landscape buffer shall include a masonry wall which shall be eight feet (8') in height unless in the Main Street Mixed Use District (MSMU) or the Main Street Mixed Use – New Development District (MSMU-ND).
 - c) The requirement of this subsection doe[s] not apply to public water and wastewater facilities if an eight foot (8') masonry wall is provided at or near the property boundary.
 - F. *Landscape Plan Required.* A landscape plan shall be submitted to the City for approval. The landscape plan may be submitted as a part of the Site Plan. The landscape plan shall contain the following information:
 1. location of all existing trees with indication as to those to be preserved;
 2. location of all plants and landscaping material to be used including paving, benches, screens, fountains, statues, or other landscaping features;
 3. species of all plant material to be used;
 4. size of all plant material to be used;
 5. spacing of plant material where appropriate;
 6. type of watering system and location of watering source, irrigation, sprinkler, or water system, including placement of water sources;
 7. description of maintenance provisions of the landscaping plan; and
 8. persons responsible for the preparation of the landscape plan.

(Ord. No. 16-S-27 , §§ 3, 4, 8-30-2016; Ord. No. 18-S-04 , § 1(Exh. A), 1-23-2018; Ord. No. 18-S-24 , § 1(Exh. A), 8-7-2018; Ord. No. 21-S-26 , § 1(Exh. A), 7-6-2021; Ord. No. 23-S-07 , § 1(Exh. A), 3-14-2023)

Sec. 21.14.3. Additional Design Requirements.

A. *Purpose and Applicability.*

1. The purpose of this Section is to establish additional development standards applicable to certain streets within the City to ensure uniform and quality development resulting in an attractive environment compatible with businesses and residential dwellings which does the following:
 - a. provides an environment and living conditions favorable to the public;
 - b. provides a creative approach to land use and related physical development;
 - c. creates a pattern of development which preserves trees and outstanding natural topography and prevents soil erosion and pollution;
 - d. encourages mixed use development through innovative uses of modern development concepts; and
 - e. produces open space and recreation areas.
2. The requirements of this section shall be applicable to all roadways classified as Principal Arterials or Secondary Arterials in accordance with section 21.14.1 including, but not limited to, Schertz Parkway, FM 3009, Old Wiederstein Road, Country Club Blvd, FM 78, FM 1518, FM 482, and Wiederstein Road.

B. *Permitted Uses.* Buildings, structures and land shall be used in accordance with the uses permitted in the applicable zoning district and shall comply with the dimensional requirements of that district in accordance with Article 5 of this UDC.

C. *Building Setback Line.* A minimum fifty foot (50') building setback shall be required adjacent to all rights-of-way. A waiver may be granted by the Planning and Zoning Commission which would allow for a reduction in the minimum required setback when an alternative site layout and design provides for additional open space or landscaping and off-street parking will be located entirely at the rear of the building or lot. In no case shall the minimum building setback be reduced less than the minimum required setback for the applicable zoning district. The requirements of this section are not applicable to properties zoned Main Street Mixed-Use (MSMU) or Main Street Mixed-Use - New Development (MSMU-ND).

D. *Driveways and Access (Connectivity).* Access shall be limited to provide for safe traffic flow and the design shall provide interior drives to limit the number of accesses to the public right-of-way. Access easement should be utilized to limit the number of driveway accesses. Accesses should be planned to match existing driveways or street intersections on the opposite side of the street. All driveways shall have a minimum sight distance of 240 feet.

E. *Screening and Buffering.* A masonry screening wall a minimum of eight foot (8') in height shall be provided where the rear yard of any residential or nonresidential lot abuts a Principal or Secondary Arterial. Any masonry screening wall constructed as part of a new residential subdivision shall be constructed of a like and similar material and color as screening walls in adjacent subdivisions to provide a consistent streetscape. Where the rear yard of any residential lot abuts right-of-way, a minimum twenty foot (20') wide landscape buffer shall be provided adjacent to the right-of-way. Additionally, 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. The requirements of this section are not applicable to properties zoned Main Street Mixed-Use (MSMU) or Main Street Mixed-Use - New Development (MSMU-ND).

(Ord. No. 16-S-27 , § 9, 8-30-2016; Ord. No. 17-S-40 , § 1(Exh. A), 10-24-2017; Ord. No. 21-S-26 , § 1(Exh. A), 7-6-2021; Ord. No. 23-S-07 , § 1(Exh. A), 3-14-2023)



Ord. 24-S-01

Main Street UDC Amendments & UDC Clean-up

Samuel Haas | SENIOR PLANNER

Background

- Development on Main Street has been slow
- Main Street Committee has expressed desire for more flexibility
- Also, these amendments will clean-up unused sections of Article 5
- 10 total sections in the UDC for proposed amendments

Proposed Amendments

Article 5

- Sec. 21.5.2
- Sec. 21.5.5
- Sec. 21.5.6
- Sec. 21.5.7
- Sec. 21.5.8
- Sec. 21.5.12
- Sec. 21.5.14
- Sec. 21.5.15

Article 9

- Sec. 21.9.7

Article 14

- Sec. 21.14.3

UDC Clean-Up

Article 5

- Sec. 21.5.2
- Sec. 21.5.6
- Sec. 21.5.7
- Sec. 21.5.12
- Sec. 21.5.14
- Sec. 21.5.15

Sec. 21.5.2. Zoning Districts Established.

The City is hereby geographically divided into zoning districts and the boundaries of those districts herein are delineated upon the Official Zoning Map of the City. The use and dimensional regulations as set out in this Article are uniform in each district. Zoning districts are established in compliance with adopted Comprehensive Land Plan and Master Thoroughfare Plan. The districts established shall be known as follows:


Table 21.5.2	
Symbol	Zoning District Name
PRE	Predevelopment District
R-1	Single-Family Residential District
R-2	Single-Family Residential District
R-3	Two-Family Residential District
R-4	Apartment/Multi-Family Residential District
R-6	Single-Family Residential District
R-7	Single-Family Residential District
R-A	Single-Family Residential/Agricultural District
GH	Garden Home Residential District
TH	Townhome District
MHS	Manufactured Home Subdivision District
MHP	Manufactured Home Park District
OP	Office and Professional District
NS	Neighborhood Services District
GB	General Business District
GB-2	General Business District-2
M-1	Manufacturing District (Light)
M-2	Manufacturing District (Heavy)
GC	Golf Course District
PUB	Public Use District
PDD	Planned Development District
AD	Agricultural District
AC	Agricultural Conservation District
EN	Estate Neighborhood PDD
MU	Mixed Use District
HCOD	Highway Commercial Design Overlay District
CCOD	Campus Commercial Overlay District
IOD	Industrial Overlay District
DO	Downtown Overlay Districts
MSMU	Main Street Mixed-Use District
<u>MSMU-ND</u>	<u>Main Street Mixed-Use New Development District</u>

- A. *Office and Professional District (OP)*. Intended to provide suitable areas for the development of office structures as well as office park developments on appropriately designed and attractively landscaped sites. It is also intended to provide ancillary retail service (restaurants, coffee shops, newsstands, etc.) for such office developments. Due to the intensity of these developments, this District should be generally located along major transportation corridors, and be properly buffered from less intensive residential uses.
- B. *Neighborhood Services District (NS)*. Intended to provide suitable areas for the development of certain limited service and retail uses in proximity to residential neighborhoods in order to more conveniently accommodate the basic everyday retail and service needs of nearby residents. Such uses occur most often on the periphery of established neighborhoods at the intersection of collectors and minor arterials, and are generally on sites of approximately one (1) to three (3) acres in size. These developments are to have generous landscaping and contain non-residential uses, which do not attract long distance traffic trips. This District should be properly buffered from residential uses and protected from pollution and/or environmental hazards.
- C. *General Business District (GB)*. Intended to provide suitable areas for the development of non-residential uses which offer a wide variety of retail and service establishments that are generally oriented toward serving the overall needs of the entire community. These businesses are usually located on appropriately designed and attractively landscaped sites and along principal transportation corridors.
- D. *General Business District-2 (GB-2)*. Intended to provide suitable areas for the development of non-residential and light industrial uses that offer a wide variety of retail and service establishments that are generally oriented toward serving the overall needs of the entire community. These businesses are usually located on appropriately designed and attractively landscaped sites and along principal transportation corridors. These facilities should not emit dust, odor, smoke, gas or fumes, or any other hazardous elements, which are detectable beyond the boundary of the property. Due to the traffic generated by such uses, these districts should be located on arterial streets. In reviewing the proposed development, other infrastructure considerations such as water, electric, sewer, gas and fire line pressure should be taken into account. Where several lots are to be jointly developed as a light manufacturing area, restrictive covenants and development restrictions encouraging high-level design and maintenance are encouraged.
- E. *Manufacturing District-Light (M-1)*. Intended to provide a suitable area for the development of light industrial, assembly and manufacturing, warehouse and distribution facilities. These facilities should not emit dust, odor, smoke, gas or fumes, or any other hazardous elements, which are detectable beyond the boundary of the property. Due to the traffic generated by such uses, these districts should be located on arterial streets. In reviewing the proposed development, other infrastructure considerations such as water, electric, sewer, gas and fire line pressure should be taken into account. Where several lots are to be jointly developed as a light manufacturing area, restrictive covenants and development restrictions encouraging high-level design and maintenance are encouraged.
- F. *Manufacturing District—Heavy (M-2)*. Intended to provide a suitable park-like area for the development of intensive industrial/manufacturing activities, which tend to emit certain offensive features such as odor, noise, dust, smoke and/or vibrations, but under controlled conditions. Specific Use Permit will be required by all activities locating in this area. Uses shall also recognize the need for increased water pressure and capacity in order to provide adequate fire protection.
- G. *Public Use District (PUB)*. Intended to identify and provide a zoning classification for land that is owned or may be owned by the City, County, State, or Federal Government or the School District; land that has been dedicated to the City for public use such as parks and recreation, and land designated and dedicated to the City as a greenbelt.
- H. *Golf Course District (GC)*. Intended to identify and provide a zoning classification to accommodate the peculiarities and design criteria for land that is publicly or privately owned for use as public or private golf courses and any supporting or related club houses, utility buildings and related amenities (including but not limited to pro shops, swimming pools, tennis courts, restaurants, and bars).

~~H. —Golf Course District (GC). Intended to identify and provide a zoning classification to accommodate the peculiarities and design criteria for land that is publicly or privately owned for use as public or private golf courses and any supporting or related club houses, utility buildings and related amenities (including but not limited to pro shops, swimming pools, tennis courts, restaurants, and bars).~~

Table 21.5.7.A DIMENSIONAL REQUIREMENTS
RESIDENTIAL ZONING DISTRICTS

		Minimum Lot Size And Dimensions			Minimum Yard Setback (Ft)				Miscellaneous Lot Requirements		
Code	Zoning District	Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Side Ft.	Rear Ft.	Minimum Off-Street Parking Spaces	Max Height Ft.	Max Imperv Cover	Key
R-1	Single-Family Residential District-1	9,600	80	120	25	10	20	2	35	50%	h,j,k,l, m,o
R-2	Single-Family Residential District-2	8,400	70	120	25	10	20	2	35	50%	h,j,k,l, m,o
R-3	Two-Family Residential District	9,000	75	120	25	10	20	2	35	60%	h,j,k,l, m,o
R-4	Apartment/Multi-Family Residential District	10,000	100	100	25	10	20	2	35	75%	a,b,k,

Key:	
a.	Add 1,800 square feet of area for each unit after the first 3 units. Maximum density shall not exceed 24 units per acre.
b. 	1.5 parking spaces per bedroom.
c.	Zero lot line Garden Homes.

b. 1.52 parking spaces per bedroom plus 5%.

UDC Clean-Up

Sec. 21.5.12. - Agricultural Conservation Planned Development District (ACPDD).

Sec. 21.5.13. - Estate Neighborhood Planned Development District (ENPDD).

Sec. 21.5.14. - Mixed Use Planned Development District (MUPDD).

Sec. 21.5.15. - Design Overlay Districts (DO).

Sec. 21.5.12. Agricultural Conservation Planned Development District (ACPDD). - Reserved

A. — Intent and Purpose.

1. — ~~The Agricultural Conservation (AC) District is intended to provide an alternative development option that supports the sustainable development goals of Schertz, protects open space and natural resources, and retains the predominantly rural character in the areas designated as agricultural conservation on the South and North Schertz Framework Plans. It is not the intent of Schertz to create a zone for future expansion of urban services through this ordinance.~~

Sec. 21.5.14. Mixed Use Planned Development District (MUPDD). - Reserved

A. — Purpose & Intent. ~~The purpose and intent of the Mixed Use Zoning District (MU) is to implement the Mixed Use land use category guidelines established in the City's Sector Plan. The MU Zoning District is intended to:~~

Sec. 21.5.15. Design Overlay Districts (DO). - Reserved

A. — Purpose and Intent. ~~The purpose of this section is to provide a set of Design Overlay Districts that correspond with existing zoning and establish a coherent character and encourage enduring and attractive development.~~

Main Street Amendments

Article 5

- Sec. 21.5.5
- Sec. 21.5.7
- Sec. 21.5.8

Article 9

- Sec. 21.9.7

Article 14

- Sec. 21.14.3



Main Street Incentive Area

City of Schertz

Schertz Main Street Area
Preservation Incentive Program



SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.



Main Street Amendments

Sec. 21.5.5. Statement of Purpose and Intent for Residential Districts.

- N. *Main Street Mixed-Use District (MSMU)*. Intended to provide a base zoning district in the area along Main Street. In light of the history of the area and variety of land uses that exist, this zoning district allows for ~~both~~ single-family and multi-family residential uses, and low intensity commercial uses. Reduced setbacks and parking requirements are provided as part of this district due to physical restraints.

- O. *Main Street Mixed-Use New Development District (MSMU-ND)*. Intended to provide a base zoning district in the area along Main Street, specifically for new development of existing properties. This district is intended to mirror The Main Street Mixed-Use District (MSMU), allowing for ~~both~~ single-family and multi-family residential uses, and low intensity commercial uses. Reduced setbacks, parking requirements, along with reduced landscape buffers are provided as part of this district due to physical restraints of the existing properties.

Multi-Family?



Multi-Family



Multi-Family



Main Street Amendments

Table 21.5.7.A DIMENSIONAL REQUIREMENTS RESIDENTIAL ZONING DISTRICTS											
		Minimum Lot Size And Dimensions			Minimum Yard Setback (Ft)				Miscellaneous Lot Requirements		
Code	Zoning District	Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Side Ft.	Rear Ft.	Minimum Off-Street Parking Spaces	Max Height Ft.	Max Imperv Cover	Key
MSMU	Main Street Mixed Use	5,000	50	100	10	5	2 10	2	35	80%	h,j,k,m, n, p
MSMU-ND	Main Street Mixed Use-New Development	5,000	50	100	10	5	10	2 Parking Spaces are	35	80%	j,k,m, p
h.	Corner lot shall have minimum 15-foot side yard setback from street right-of-way. <u>For properties on Main Street, the City Engineer may authorize a reduction to no less than 10' if there are no sight distance issues.</u>										
i.	Minimum lot area for each unit.										
j.	Site Plan approval required.										
k.	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.										
l.	No variances may be permitted to exceed the maximum impervious cover limitations										
m.	Refer to Article 14, section 21.14.3 for additional design requirements										
n.	All single family residential dwelling units constructed within this district shall be constructed with an enclosed garage.										
o.	Side yard setback of 7.5 ft. for R-1, R-2, R-3, R-6, R-7, and MHS continues in effect for all subdivisions vested on the date of adoption of Ordinance No. 11-S-15.										
p.	<u>Not subject to the requirements in section 21.10.4</u>										

Main Street Amendments

New Permitted Uses (21.5.8)

- **Tattoo Parlor/Studio**
 - with limited use
- **Multi-Family/Apartment Dwelling**
- **One-Family Dwelling Attached**
- **Private Club**
- **Theater, Indoor**
- **Two-Family Dwelling**
- **Automobile Parking Structure/Garage**
 - *“An area or structure where the parking of motor vehicles serves as the primary use of the lot whether or not a fee is charged....”*
- **Microbrewery/Brewpub**
- **Pet Store**
 - (already permitted in MSMU-ND, proposing MSMU to match)
- **Municipal Uses Operated by the City of Schertz**
- **Dance Hall/Night Club**

Main Street Amendments

Section 21.5.8 (continued)

- **Tattoo Parlor/Studio (with limited use)**

D. Limited Uses.

1. Tattoo Parlors/Studios in the Main Street Mixed Use District and the Main Street Mixed Use – New Development District shall have the following limited uses:

a. No tattoo studio shall be within 900 feet of another tattoo studio (property line to property line).

- **Microbrewery/Brewpub**
(adding the definition below in Article 16 with upcoming separate amendment)

"Microbrewery/Brewpub: A facility authorized to manufacture, brew, bottle, can, package, and label beer; and sell or offer without charge, on the premise of the brew pub, beer produced by the holder, in or from lawful containers to the extent the sales or offers are allowed under the holder's primary Texas Alcoholic Beverage Commission license. The development may include other uses such as a standard restaurant, bar or live entertainment as otherwise permitted in the zoning district.

Section 21.9.7 Landscaping

9. A minimum twenty foot (20') 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. The requirements of this section are not applicable to properties zoned Main Street Mixed Use (MSMU) or Main Street Mixed-Use - New Development (MSMU-ND).
13. Interior areas of parking lots shall contain planting islands located so as to best relieve the expanse of paving. Planter islands must be located no further apart than every twenty (20) parking spaces and at the terminus of all rows of parking. Such islands shall be a minimum of 162 square feet or nine feet by eighteen feet (9' x 18') in size. Planter islands shall contain a combination of trees, shrubs, lawn, ground cover and other appropriate materials provided such landscaping does not cause visual interference within the parking area. This subsection does not apply to public schools or properties zoned Main Street Mixed Use (MSMU) or Main Street Mixed-Use - New Development (MSMU-ND).
14. Perimeter Landscape Area — Perimeter landscaping shall be required in the following scenarios:
 - a) Where a nonresidential or multifamily use adjacent to a nonresidential or multifamily use that is zoned for nonresidential or multifamily uses shall provide a minimum five-foot (5') landscape buffer adjacent to those uses except where the building extends into that five foot (5') landscape buffer.
 - i. A minimum of one (1) shade tree shall be planted for each one-hundred linear feet (100') of landscape buffer except where the entire five-foot (5') wide landscape buffer is encumbered by an easement that does not allow the planting of trees.
 - b) -A nonresidential or multifamily use adjacent to a single family or duplex residential use or single family or duplex residentially zoned property shall provide a minimum twenty-foot (20') landscape buffer adjacent to the proper line of the residential use or residentially zoned property. If this scenario is in the Main Street Mixed Use District (MSMU) or the Main Street Mixed Use – New Development District (MSMU-ND) then the landscape buffer shall be a minimum of five feet (5').
 - i. A minimum of one (1) shade tree [s]hall be planted for each thirty (30) linear feet of landscape buffer. The landscape buffer shall be covered with grass or another solid vegetative cover.
 - ii. The landscape buffer shall include a masonry wall which shall be eight feet (8') in height unless in the Main Street Mixed Use District (MSMU) or the Main Street Mixed Use – New Development District (MSMU-ND).
 - c) The requirement of this subsection doe[s] not apply to public water and wastewater facilities if an eight foot (8') masonry wall is provided at or near the property boundary.

Section 21.14.3 Landscaping

- C. *Building Setback Line.* A minimum fifty foot (50') building setback shall be required adjacent to all rights-of-way. A waiver may be granted by the Planning and Zoning Commission which would allow for a reduction in the minimum required setback when an alternative site layout and design provides for additional open space or landscaping and off-street parking will be located entirely at the rear of the building or lot. In no case shall the minimum building setback be reduced less than the minimum required setback for the applicable zoning district. The requirements of this section are not applicable to properties zoned Main Street Mixed-Use (MSMU) or Main Street Mixed-Use - New Development (MSMU-ND).
- D. *Driveways and Access (Connectivity).* Access shall be limited to provide for safe traffic flow and the design shall provide interior drives to limit the number of accesses to the public right-of-way. Access easement should be utilized to limit the number of driveway accesses. Accesses should be planned to match existing driveways or street intersections on the opposite side of the street. All driveways shall have a minimum sight distance of 240 feet.
- E. *Screening and Buffering.* A masonry screening wall a minimum of eight foot (8') in height shall be provided where the rear yard of any residential or nonresidential lot abuts a Principal or Secondary Arterial. Any masonry screening wall constructed as part of a new residential subdivision shall be constructed of a like and similar material and color as screening walls in adjacent subdivisions to provide a consistent streetscape. Where the rear yard of any residential lot abuts right-of-way, a minimum twenty foot (20') wide landscape buffer shall be provided adjacent to the right-of-way. Additionally, 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. The requirements of this section are not applicable to properties zoned Main Street Mixed-Use (MSMU) or Main Street Mixed-Use - New Development (MSMU-ND).

Staff Recommendation

- These amendments would provide flexibility for Main Street that would incentivize development.
- They would also help create a more cohesive and unique district.
- Staff recommends approval of the amendments to the Unified Development Code (UDC) as proposed and discussed.
- The Planning and Zoning Commission met on January 10, 2024 and made a recommendation of approval with a 6-0 vote.
- The Schertz City Council met on February 6, 2024 and voted to approve Ord. 24-S-01 with a 6-0 vote.

COMMENTS & QUESTIONS

CITY COUNCIL MEMORANDUM

City Council Meeting: February 20, 2024

Department: Planning & Community Development

Subject: Ordinance 24-S-02 - Approving a Specific Use Permit to allow Automobile Repairs & Service, Major on approximately 1.5 acres of land, located 250 feet east of the intersection of FM 3009 and Borgfeld Road, also known as Guadalupe County Property Identification Number 129949, also known as 1205 Borgfeld Road, City of Schertz, Guadalupe County, Texas. *Final Reading* (B.James/L.Wood/E.Delgado)

BACKGROUND

The applicant is requesting a Specific Use Permit (SUP) to allow Automobile Repairs & Service, Major on approximately 1.5 acre of land located at 1205 Borgfeld Road. The subject property is currently zoned General Business District (GB) and is developed as an Automobile Repairs & Service, Major, specifically Classic Collision. The Specific Use Permit, if approved, would make the existing land use conform to the Unified Development Code, UDC, and no longer be a non-conforming use subject to UDC Article 7.

On January 19, 2024, twenty-two (22) public hearing notices were mailed to the surrounding property owners within a 200-foot boundary of the subject property. At the time of this staff report, (0) responses in favor, (0) responses neutral, and (0) responses in opposition have been received. A public hearing notice was published in the San Antonio Express on January 19th for this Specific Use Permit to be heard by the City Council on February 6th.

At the February 6, 2024 City Council meeting a public hearing was held and the a vote of 6-0 was made to approve the Specific Use Permit as presented.

GOAL

The proposed Specific Use Permit is to allow the existing Automobile Repairs & Service, Major to remain and to no longer be a nonconforming use per the Unified Development Code. At this time there is no associated building nor business expansion proposed. The Specific Use Permit is to ensure the existing land use can remain without the restrictions of UDC Article 7 Nonconforming Uses, Lots and Structures.

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

When evaluating Specific Use Permits, staff uses the criteria listed in UDC section 21.5.11.D. The criteria are listed below.

1. The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Land Plan.

The subject property was identified as Multi-Family Residential in the 2002 Comprehensive Land Use Plan. This land use designation was intended to include a mix of residential and low intensity commercial uses. This portion of Schertz was not evaluated as part of the 2013 Sector Plan Amendment. Although the proposed Specific Use Permit is not consistent with the currently adopted Comprehensive Land Plan, this portion of Schertz is being reevaluated as part of the current Comprehensive Land Use Plan Amendment and is tentatively proposed as a Local Corridor which is designed for locally oriented commercial compatibility with surrounding neighborhoods.

2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.

The subject property is currently zoned General Business District (GB). Per the UDC, General Business District (GB) is intended to provide suitable areas for the development of non-residential uses which offer a wide variety of retail and service establishments that are generally oriented toward serving the overall needs of the entire community. The subject property has been utilized as an Automobile Repairs & Service, Major since 2001. Per the UDC Article 5 Section 21.5.8 Permitted Use Table, Automobile Repairs & Service, Major requires a Specific Use Permit to operate in the General Business District (GB). This land use has been providing services to the community that meets their needs for the last twenty years. Automobile Repairs & Service, Minor is permitted by right in the General Business District. However, that land use classification is very limited in the scope of services that can be provided. The proposed Specific Use Permit for the existing land use would meet the intent of the zoning district by providing a service establishment that is needed by the community.

3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods, and includes improvements either on-site or within the public rights-of-way to mitigate development related adverse impacts, such as safety, traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.

The subject property was originally developed in 2001 for Auto Collision Works. At that time the 1996 UDC was in effect and did not require a Specific Use Permit for the "Auto Paint and Body Shop" land use and allowed it by right in the General Business zoning district. In 2006 the UDC was amended including the Permitted Use Table and created two new land use classifications, "Automobile Repairs, Major" and "Automobile Repairs, Minor". With this UDC amendment, the new "Automobile Repairs, Major" land use designation required a Specific Use Permit in the General Business District. With this UDC amendment, Auto Collision Works was then considered a non-conforming use because of the General Business zoning but not having an approved Specific Use Permit. 1205 Borgfeld Road has continued to be used for businesses that would be classified as Automobile Repairs, Major or Automobile Repairs & Service, Major including the current operations, Classic Collision. The applicant has submitted this Specific Use Permit request in order to ensure that 1205 Borgfeld Road can continue to operate as an Automobile Repairs & Service, Major without the nonconforming land use designation or the requirements of UDC Article 7 Nonconforming Uses, Lots and Structures. Since the subject property has been used for the same land use since 2001 and there is no proposed expansion at this time, no additional adverse impact is anticipated.

4. The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.

The subject property has been developed and utilized as Automobile Repairs & Service, Major, since 2001. If the Specific Use Permit is approved, no additional traffic would be generated or anticipated.

5. The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development generated traffic on neighborhood streets.

The subject property has two existing access driveways onto Borgfeld Road. There are no proposed changes to access at this time nor any proposed roadway adjustments or traffic control devices or mechanisms.

6. The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed use on adjacent properties.

The Specific Use Permit request is in order to bring the existing land use into compliance with the Unified Development Code. At this time, no expansions or modifications to the site are proposed. Any new development will have to meet all site requirements in Article 9.

7. The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.

If proposed modifications to the site are requested, the site will be required to meet all dimensional and design requirements of the UDC. At this time there are no proposed site modifications and no variations to the requirements have been requested.

8. The proposed [use] promotes the health, safety or general welfare of the City and the safe, orderly, efficient and healthful development of the City.

As part of promoting health, safety and welfare, the City should encourage development compatible with surrounding uses. The subject property is located between a convenience store with gas pumps and a day care facility that has been in operation since 2008. The existing Automobile Repairs & Service, Major land use has been occurring at 1205 Borgfeld Road for over 20 years. The requested Specific Use Permit would bring the land use of the property into compliance and would no longer be nonconforming.

9. No application made under these provisions will receive final approval until all back taxes owed to the City have been paid in full.

This does not impact the first reading from City Council.

10. Other criteria which, at the discretion of the Planning and Zoning Commission and City Council are deemed relevant and important in the consideration of the Specific Use Permit.

Staff has ensured all UDC requirements have been met for the Specific Use Permit application, and at this time have not received any special considerations from the Planning and Zoning Commission or the City Council.

RECOMMENDATION

Staff recommends approval of the Specific Use Permit to allow Automobile Repairs & Service, Major at the subject property conditioned upon the following:

1. Prior to a new Certificate of Occupancy being issued, the site will need to be brought into full compliance with the UDC site design requirements including but not limited to a paved concrete or asphalt surface for all parking areas.

At the January 31, 2024 Planning and Zoning Commission meeting a public hearing was held. The Planning and Zoning Commission voted to recommend approval of the Specific Use Permit with the following conditions:

1. Prior to a new Certificate of Occupancy being issued, the site will need to be brought into full compliance with the UDC site design requirements including but not limited to a paved concrete or asphalt surface for all parking areas.

The Schertz City Council met on February 6, 2024 and voted to approve Ordinance 24-S-02 with a 6-0 vote.

Attachments

Ordinance 24-S-02 w/attachments

Aerial Exhibit

Public Hearing Notice Map

City Council Presentation Slides

ORDINANCE NO. 24-S-02

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO APPROVE A SPECIFIC USE PERMIT TO ALLOW FOR AUTOMOBILE REPAIRS & SERVICE, MAJOR ON APPROXIMATELY 1.5 ACRES OF LAND, LOCATED APPROXIMATELY 250-FEET EAST OF THE INTERSECTION OF FM 3009 AND BORGFELD ROAD GUADALUPE COUNTY PROPERTY IDENTIFICATION NUMBER 129949, SCHERTZ, GUADALUPE COUNTY, TEXAS.

WHEREAS, an application for a Specific Use Permit to allow Automobile Repairs & Service, Major on approximately 1.5 acres of land located 250 feet east of the intersection of FM 3009 and Borgfeld Road, also known as Guadalupe County Property Identification Number 129949, also known as 1205 Borgfeld Road, City of Schertz, Guadalupe County Texas, more specifically described in Exhibit A and Exhibit B attached (herein, the “Property”) has been filed with the City; and

WHEREAS, the City’s Unified Development Code Section 21.5.11. 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 specific use permit (the “Criteria”); and

WHEREAS, on January 31, 2024, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve the Specific Use Permit for Automobile Repairs & Service, Major, with conditions; and

WHEREAS, on February 6, 2024, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested Specific Use Permit be approved as provided for herein.

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

Section 1. A Specific Use Permit for Guadalupe County Property Identification Number 129949, more particularly described in the attached Exhibit A and Exhibit B, is hereby approved to allow Automobile Repairs & Service, Major conditioned upon the following occurring:

a) Prior to a new Certificate of Occupancy being issued, the site will need to be brought into full compliance with the UDC site design requirements including but not limited to a paved concrete or asphalt surface for all parking areas.

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

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

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

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

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

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

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

PASSED ON FIRST READING, the _____ day of _____ 2024.

PASSED, APPROVED and ADOPTED ON SECOND READING, the _____ day of _____, 2024.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

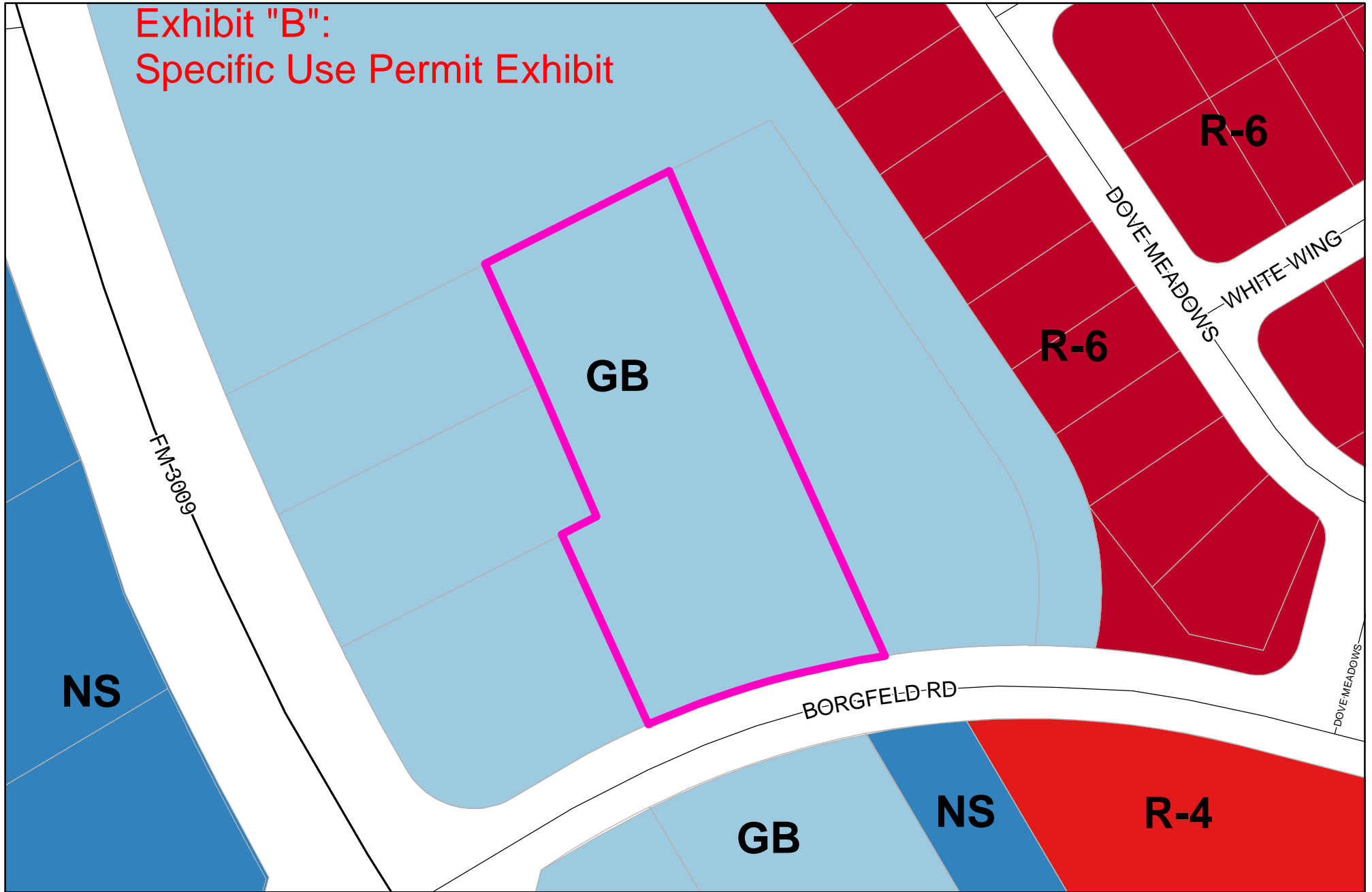
Sheila Edmondson, City Secretary

Exhibit “A”
Property Survey

oguzman, \\dmc-wdc-1\HP DeskJet 1050C, Oversize: U.S. Legal (landscape), 1:1

Exhibit “B”
Specific Use Permit Exhibit

Exhibit "B": Specific Use Permit Exhibit



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Last Update: January 18, 2024
City of Schertz | gis@schertz.com

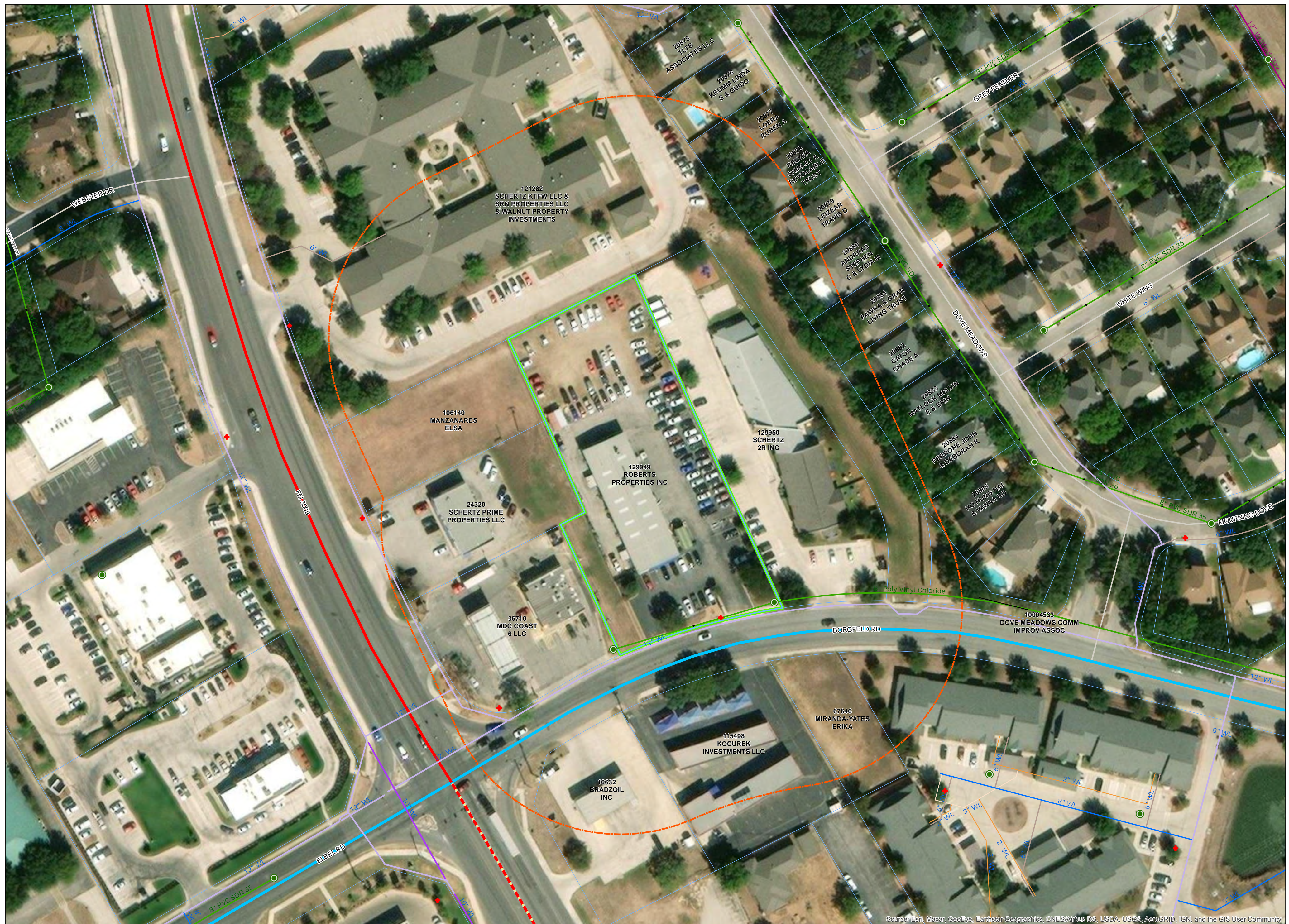
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

1205 Borgfeld Rd
MARK ROBERTS SUBD II
BLOCK 1 LOT 2 1.484 AC

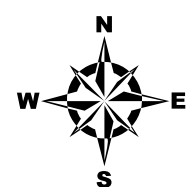
Proposed Special Use
Automobile Repairs & Service, Major



0 25 50 100 150 200 250
Feet



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



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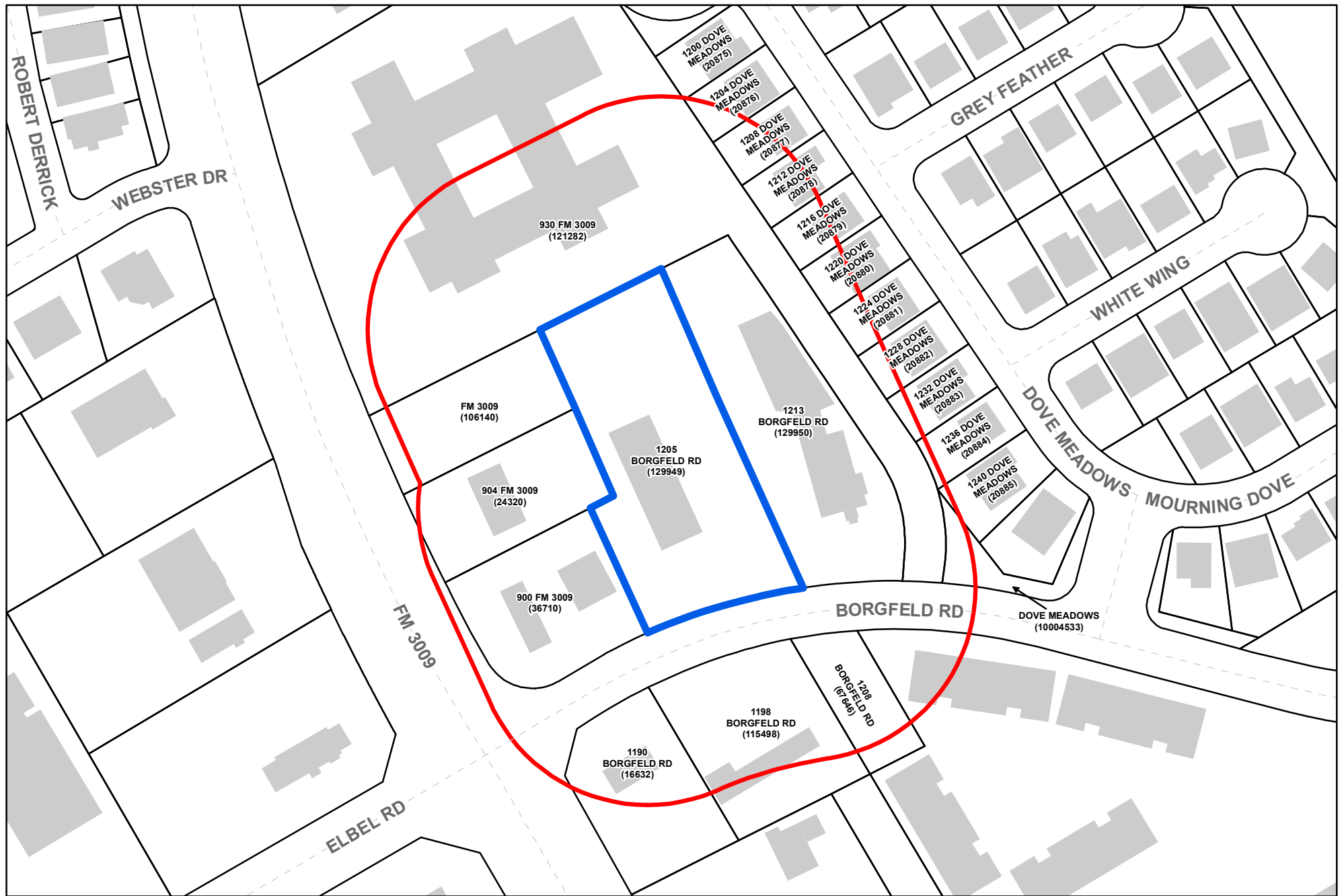
Mark Roberts Subdivision II
(PLSPU20240014)

- | | | | |
|--------------------|----------------------------|----------------------------------|--------------------------------|
| <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 |

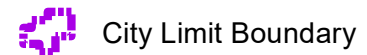
1 Inch = 67 Feet
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City of Schertz

MARK ROBERTS SUBD II

(PLSPU20240014)

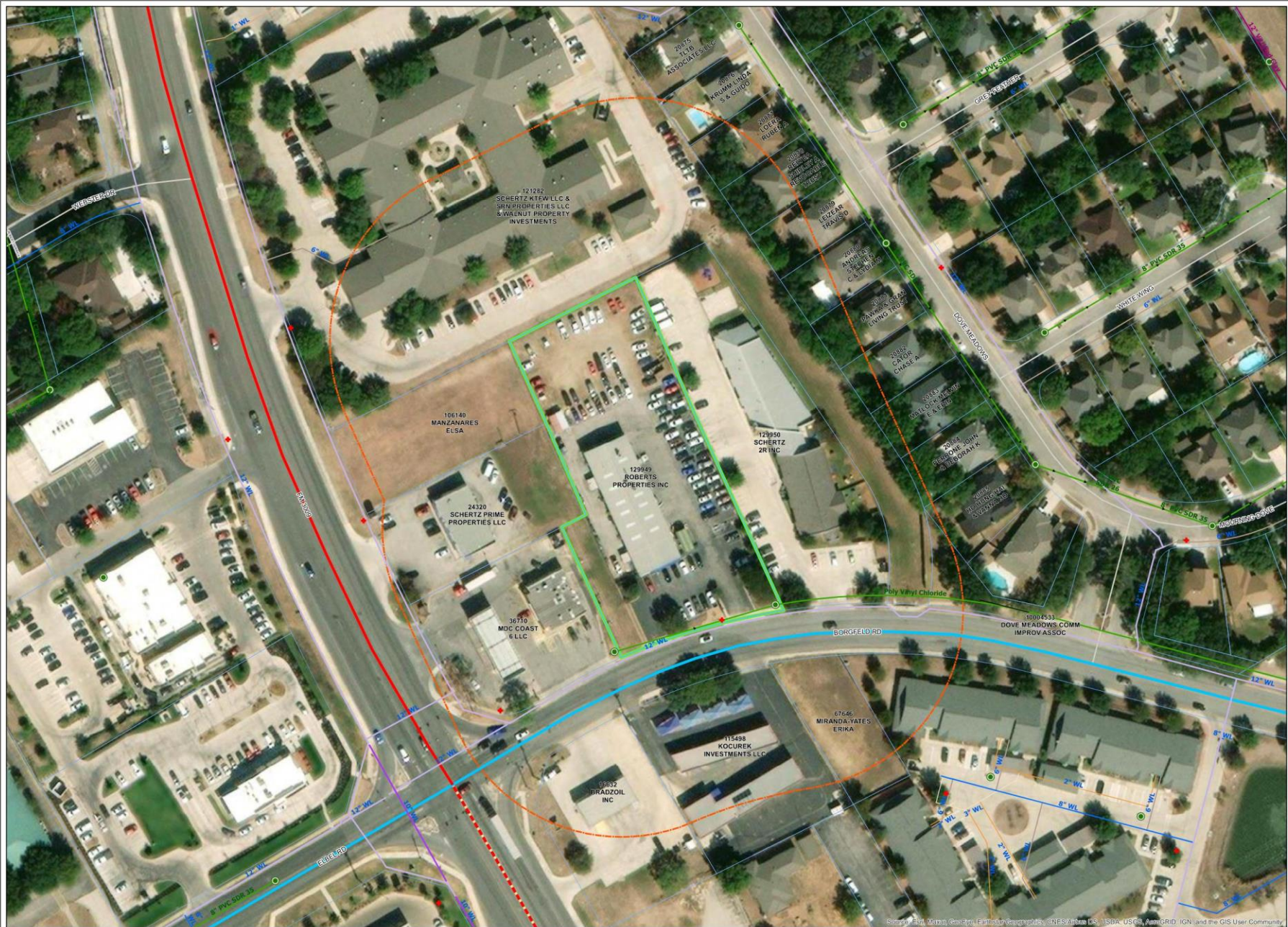




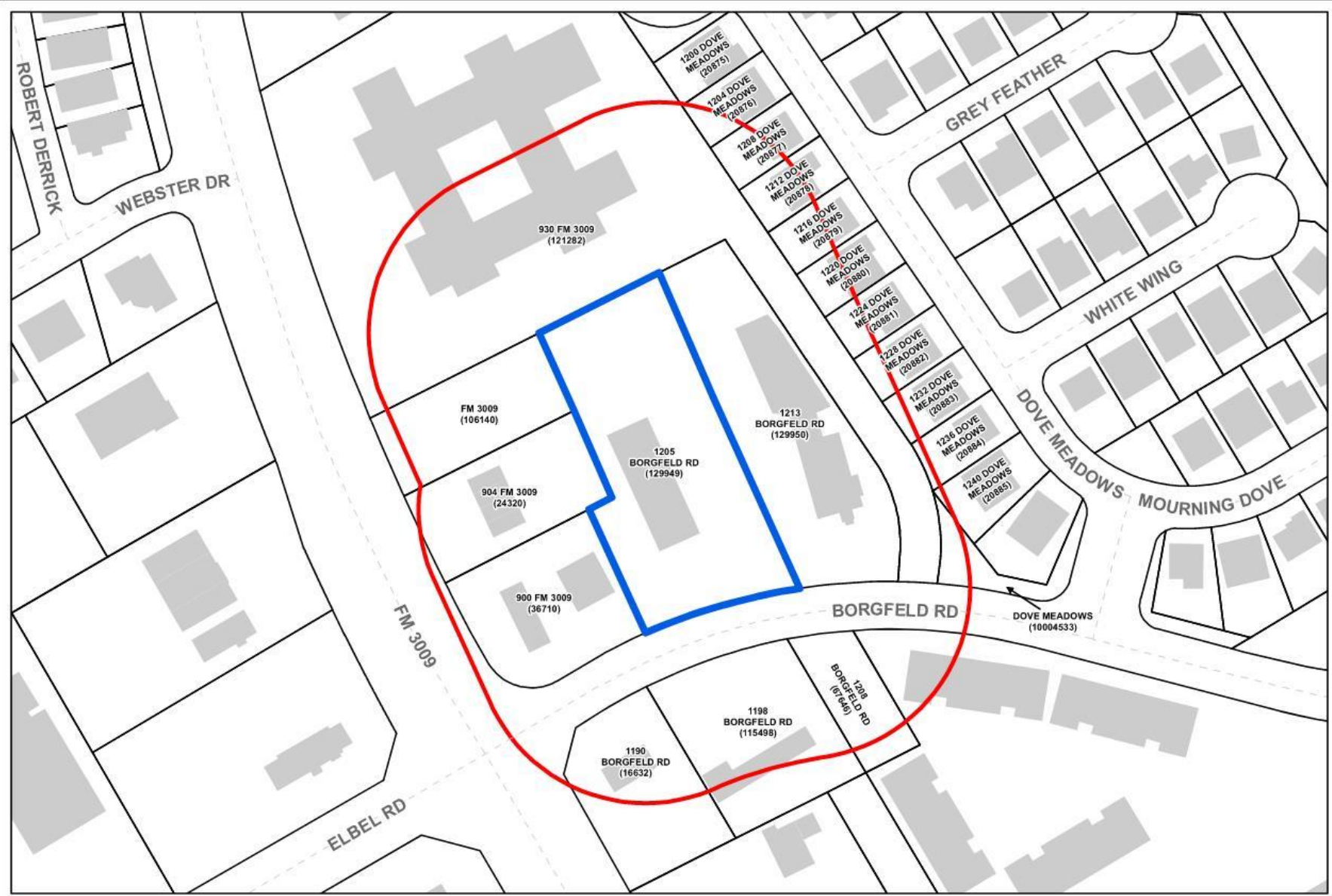
Ordinance 24-S-02

Request for a Specific Use Permit for Automobile
Repairs & Service, Major at 1205 Borgfeld Road

Emily Delgado| PLANNING MANAGER



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- January 19, 2024: 22 public hearing notices sent, and a sign was posted on the property.
 - No responses
- January 19, 2024: San Antonio Express newspaper notice

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City of Schertz
MARK ROBERTS SUBD II
(PLSPU20240014)



Project Area



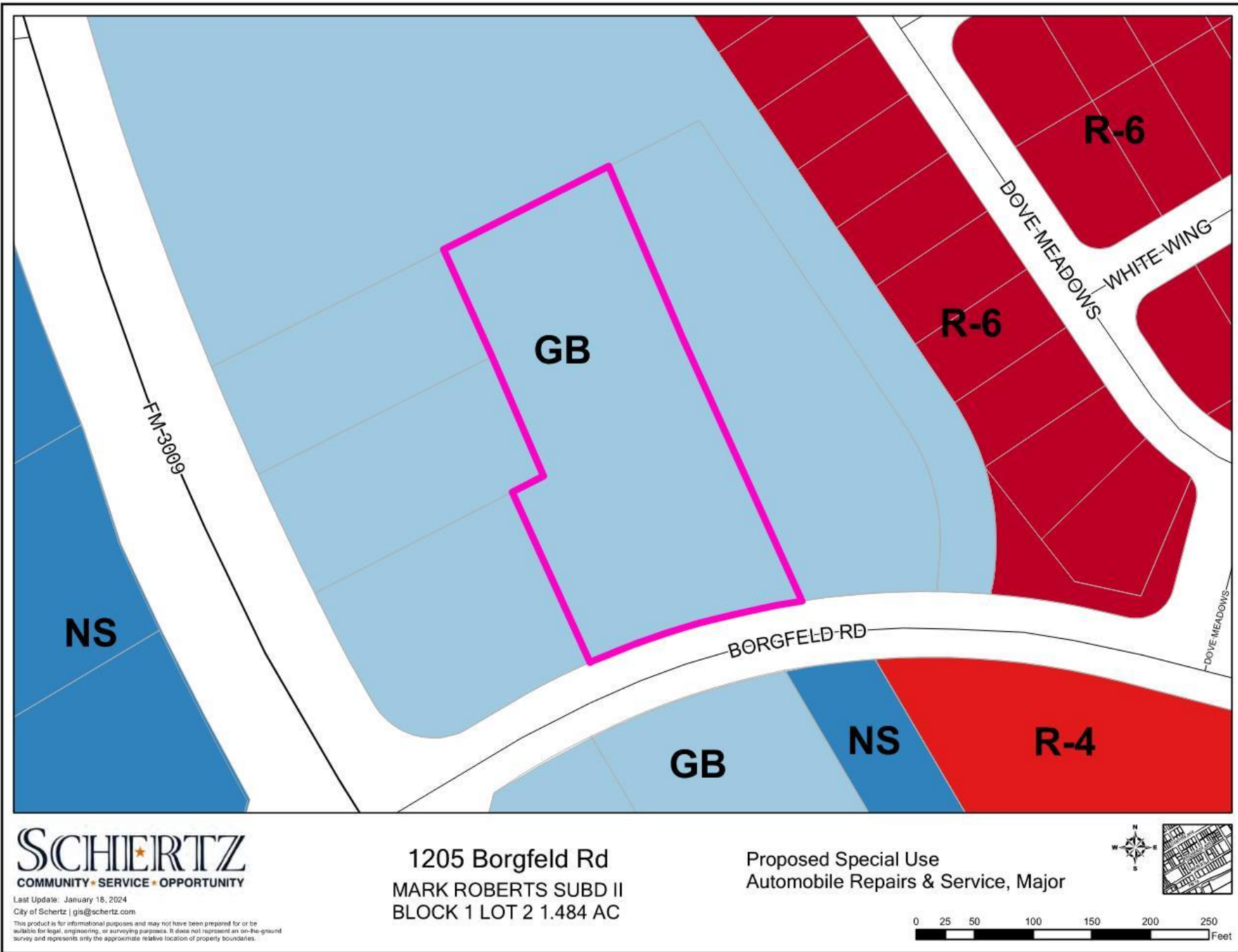
City Limit Boundary



200' Buffer



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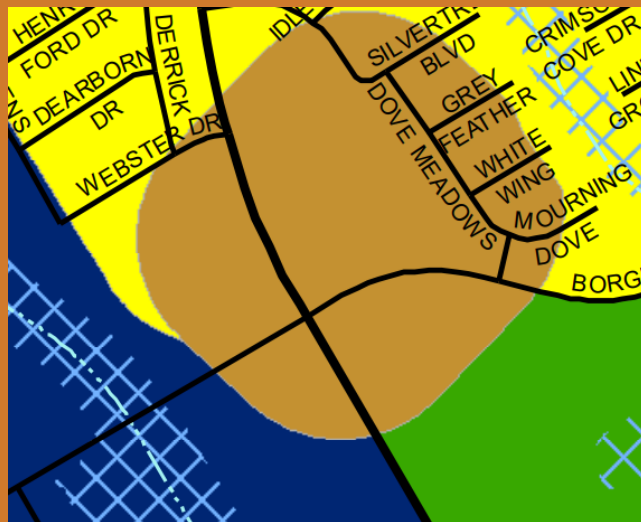
- Subject property is currently zoned General Business District (GB) and is developed as an Automobile Repair & Service, Major business, specifically Classic Collision.
- To the east is Brighter Futures Day Care, zoned GB. To the west is a Convenience Store with Gas Pumps and a retail strip center, zoned GB.
- To the north is an assisted care facility zoned GB and to the south is the Borgfeld Road right of way.

Proposed SUP

- Applicant is requesting a Specific Use Permit (SUP) to allow Automobile Repairs & Service, Major on approximately 1.5 acres.
- UDC Article 5 Section 21.5.8 Permitted Use Table, requires a Specific Use Permit for Automobile Repairs & Service, Major in General Business District (GB).
- The Specific Use Permit, if approved, would make the existing land use conform to the UDC, and no longer be a non-conforming use subject to UDC Article 7. Currently, since the land use is already in operation and has been since 2001, it is considered nonconforming.

UDC Section 21.5.11.D Criteria for Approval

1. The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Land Plan.
 - The subject property was identified as Multi-Family Residential in the 2002 Comprehensive Land Use Plan. This land use designation was intended to include a mix of residential and low intensity commercial uses. This portion of Schertz was not evaluated as part of the 2013 Sector Plan Amendment.
 - Although the proposed SUP is not consistent with the currently adopted Comprehensive Land Plan, this portion of Schertz is being reevaluated as part of the current Comprehensive Land Use Plan Amendment and is tentatively proposed as Local Corridor which is designed for locally oriented commercial compatible with surrounding neighborhoods.



 Multi-Family Residential

UDC Section 21.5.11.D Criteria for Approval

2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.

- The subject property is currently zoned General Business District (GB). Per the UDC, General Business District (GB) is intended to provide suitable areas for the development of non-residential uses which offer a wide variety of retail and service establishments that are generally oriented toward serving the overall needs of the entire community.
- The subject property has been utilized as an Automobile Repairs & Service, Major since 2001. Per the UDC Article 5 Section 21.5.8 Permitted Use Table, Automobile Repairs & Service, Major requires a Specific Use Permit to operate in the General Business District (GB). This land use has been providing services to the community that meets their needs for the last twenty years.
- Automobile Repairs & Service, Minor is permitted by right in the General Business District. However, that land use classification is very limited in the scope of services that can be provided. The proposed Specific Use Permit for the existing land use would meet the intent of the zoning district by providing a service establishment that is needed by the community.

UDC Section 21.5.11.D Criteria for Approval

3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods, and includes improvements either on-site or within the public rights-of-way to mitigate development related adverse impacts, such as safety, traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.

- The subject property was originally developed in 2001 for Auto Collision Works. At that time the 1996 UDC was in effect and did not require an SUP for the "Auto Paint and Body Shop" land use and allowed it by right in the General Business zoning district.
- In 2006 the UDC was amended including the Permitted Use Table and created two new land use classifications "Automobile Repairs, Major" and "Automobile Repairs, Minor". With this UDC amendment the new "Automobile Repairs, Major" land use designation required a SUP in the General Business District. With this UDC amendment, Auto Collision Works was then considered a non-conforming use because of the General Business zoning but not having an approved SUP.

UDC Section 21.5.11.D Criteria for Approval

3. Continued:

- 1205 Borgfeld Road has continued to be used for businesses that would be classified as Automobile Repairs, Major or Automobile Repairs & Service, Major including the current operations, Classic Collision. The applicant has submitted this SUP request in order to ensure that 1205 Borgfeld Road can continue to operate as an Automobile Repairs & Service, Major without the nonconforming land use designation or the requirements of UDC Article 7 Nonconforming Uses, Lots and Structures.
- Since the subject property has been used for the same land use since 2001 and there is no proposed expansion at this time, no additional adverse impact is anticipated.

UDC Section 21.5.11.D Criteria for Approval

4. The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.

- The subject property has been developed and utilized as Automobile Repairs & Service, Major, since 2001. If the Specific Use Permit is approved, no additional traffic would be generated or anticipated.

5. The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development generated traffic on neighborhood streets.

- The subject property has two existing access driveways onto Borgfeld Road. There are no proposed changes to access at this time nor any proposed roadway adjustments or traffic control devices or mechanisms.

UDC Section 21.5.11.D Criteria for Approval

6. The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed use on adjacent properties.

- The Specific Use Permit request is in order to bring the existing land use into compliance with the Unified Development Code. At this time, no expansions or modifications to the site are proposed. Any new development will have to meet all site requirements in Article 9.

7. The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.

- If proposed modifications to the site are requested, the site will be required to meet all dimensional and design requirements of the UDC. At this time there are no proposed site modifications and no variations to the requirements have been requested.

UDC Section 21.5.11.D Criteria for Approval

8. The proposed [use] promotes the health, safety or general welfare of the City and the safe, orderly, efficient and healthful development of the City.

- As part of promoting health, safety and welfare, the City should encourage development compatible with surrounding uses. The subject property is located between a convenience store with gas pumps and a day care facility that has been in operation since 2008. The existing Automobile Repairs & Service, Major land use has been occurring at 1205 Borgfeld Road for over 20 years. The requested Specific Use Permit would bring the land use of the property into compliance and would no longer be nonconforming.

9. No application made under these provisions will receive final approval until all back taxes owed to the City have been paid in full.

- This does not impact the recommendation of the Planning and Zoning Commission or the consideration of the first reading from City Council.

10. Other criteria which, at the discretion of the Planning and Zoning Commission and City Council are deemed relevant and important in the consideration of the Specific Use Permit.

- Staff has ensured all UDC requirements have been met for the SUP application, and at this time have not received any special considerations from P&Z or City Council.

Staff Recommendation

- Staff recommends approval of the Specific Use Permit to allow Automobile Repairs & Service, Major at the 1205 Borgfeld Road conditioned upon the following:
 - Prior to a new Certificate of Occupancy being issued, the site will need to be brought into full compliance with the UDC site design requirements including but not limited to a paved concrete or asphalt surface for all parking areas.

P&Z Recommendation

- The Planning and Zoning Commission conducted a public hearing on January 31, 2024, in which they made a recommendation of approval conditioned upon the following:
 - Prior to a new Certificate of Occupancy being issued, the site will need to be brought into full compliance with the UDC site design requirements including but not limited to a paved concrete or asphalt surface for all parking areas.

City Council Action

- The City Council conducted a public hearing on February 6, 2024, in which they made a vote of approval 6-0 as presented.

COMMENTS & QUESTIONS

CITY COUNCIL MEMORANDUM

City Council Meeting: February 20, 2024
Department: Engineering
Subject: Resolution 24-R-24 - Authorizing the Main Street Improvements Project.
(B.James/K.Woodlee/J.Nowak)

BACKGROUND

Previously Council stated a goal of making improvements to the Main Street corridor. The improvements included relocating overhead utilities; improving pedestrian access; adding street lighting; resurfacing the street; adding way-finding signage; and other aesthetic improvements to identify and "brand" the Main Street corridor. To accomplish that goal, the City entered into a Professional Services Task Order with Kimley-Horn and Associates to design the project.

As design of the project progressed, it was identified that Main Street needed to be reconstructed and not just resurfaced and that the water and sanitary sewer mains needed to be replaced. These additional elements were incorporated into the design effort. Also part of the design effort were several meetings with the Main Street Committee, the Historical Committee, and City staff to identify and refine the aesthetic and signage elements of the project. The feedback from those meetings have lead to the creation of preliminary plans for all of the project elements.

The results of these earlier efforts were presented to the Main Street Committee on January 23, 2024. The Committee liked the signage, lighting and aesthetic improvements presented by the consultant and recommended that City Council authorize proceeding with the project. The consultant is providing Council with a similar presentation outlining the different project elements and providing a revised estimated construction cost for the project.

The elements of the project can be grouped into three broad categories - basic infrastructure, revitalization elements, and undergrounding of infrastructure. The cost of the basic infrastructure that the City will have to do in the near future, regardless of whether there was an additional effort at revitalization involves road, water/sewer and some limited drainage. The cost of this part of the project is roughly \$12 million. The undergrounding is approximately \$7.5 million. The City has in other cases decided that overhead lines on wooden poles is not our standard - paying to upgrade to steel poles or requiring lines to be underground. The revitalization costs - for signage, lighting and landscaping is approximately \$5 million.

GOAL

To have Council approve a resolution authorizing Staff to pursue the project as presented and allow Staff to pursue and combine multiple funding sources to fund construction of the project.

COMMUNITY BENEFIT

Completion of the improvements will restore the street to a new condition; improve pedestrian access; replace aging and damaged water and sanitary sewer lines; provide street lighting; and improve the aesthetics of the Main Street corridor.

SUMMARY OF RECOMMENDED ACTION

Approval Resolution 24-R-24, authorizing Staff to proceed with the Main Street Improvements Project in substantially the same form as presented during the February 20, 2024, Council Meeting and authorizing Staff to find and secure funding to fund construction of the project. The next step, if Council approves this resolution, is to bring forward the agreement with GVEC on the undergrounding of the overhead lines which has a long lead time for equipment.

FISCAL IMPACT

The currently estimated construction cost for the project is \$24,360,000. Multiple funding sources, such as the General Fund, the Utility Fund, and bond sale proceeds, will be needed to fully fund the project. As funding sources are identified and earmarked for the project, appropriate, future Council actions will be secured in order to fully fund the project.

RECOMMENDATION

Approve Resolution 24-R-24.

Attachments

Resolution 24-R-24 Main Street
Main Street Design
Main Street Presentation

RESOLUTION NO. 24-R-24

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE MAIN STREET IMPROVEMENTS PROJECT, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City Council of the City of Schertz, TX has previously identified a goal of improving the aesthetics of Main Street and providing a new driving surface on the street; and

WHEREAS, the City Council of the City of Schertz, TX on September 6, 2022 approved Resolution 22-R-91 authorizing a Professional Task Order with Kimley-Horn Associates, Inc. to design utility relocations, utility replacements, street lighting, street reconstruction, pedestrian access and aesthetic improvements in the Main Street Corridor; and

WHEREAS, Kimley-Horn & Associates, Inc. has performed design services under the Task Order Agreement and has presented a project update to the Main Street Committee and City Council of the City of Schertz outlining the various improvements and estimated costs; and

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

WHEREAS, with the geographic and population growth of the City of Schertz, the City of Schertz is lacking that central place to serve as the focal point of the community; and

WHEREAS, the economic vitality and sustainability impacts the neighborhoods around it; and

WHEREAS, due to a lack of investment the infrastructure of Main Street is deteriorating; and

WHEREAS, the Main Street Committee of the City of Schertz (the “City”) has recommended the City Council of the City of Schertz proceed with the Main Street Improvement Project as presented; and

WHEREAS, the City Council has determined that it is in the best interest of the City to proceed with the Main Street Improvement Project.

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

Section 1. The City Council directs Staff to proceed with the final design and construction of Main Street Improvement Project in substantially the same form as presented to Council on February 20, 2024 and directs Staff to identify and assemble the necessary funding for the construction of the project.

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

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

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

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

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

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

PASSED AND ADOPTED, this _____ day of _____, 2024.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

(CITY SEAL)



SCHERTZ MAIN STREET STREETSCAPE DESIGN

JANUARY 23, 2024

Kimley»Horn



Main Street Aerial View with Proposed Streetscape Elements








AVIATION THEME

RAILROAD THEME

AGRICULTURE THEME

LEGEND

-  WELCOME MONUMENT
-  ARRIVAL MARKERS
-  MAIN STREET GREEN
-  PEDESTRIAN KIOSK
-  36" METAL SCREEN

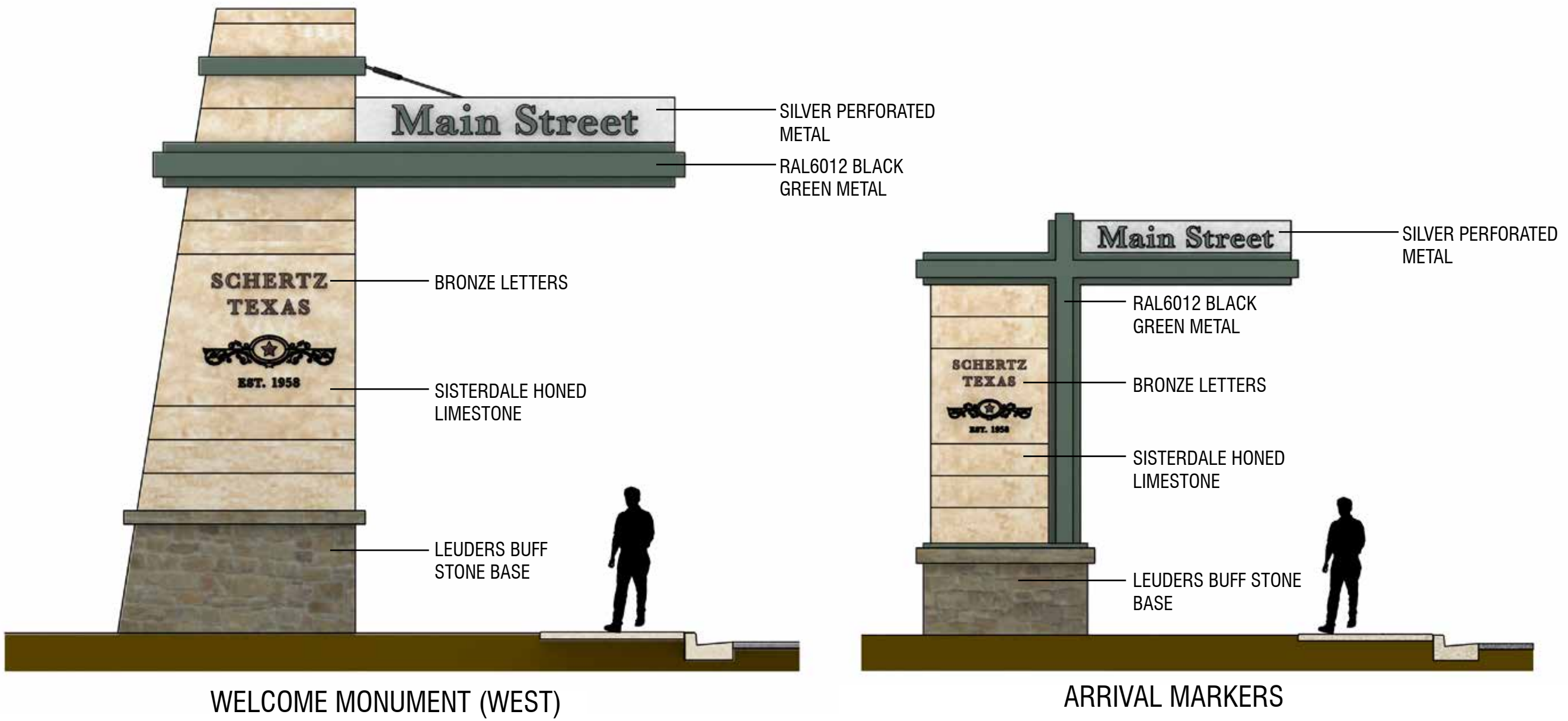
Color, Typography, and Graphic Precedents



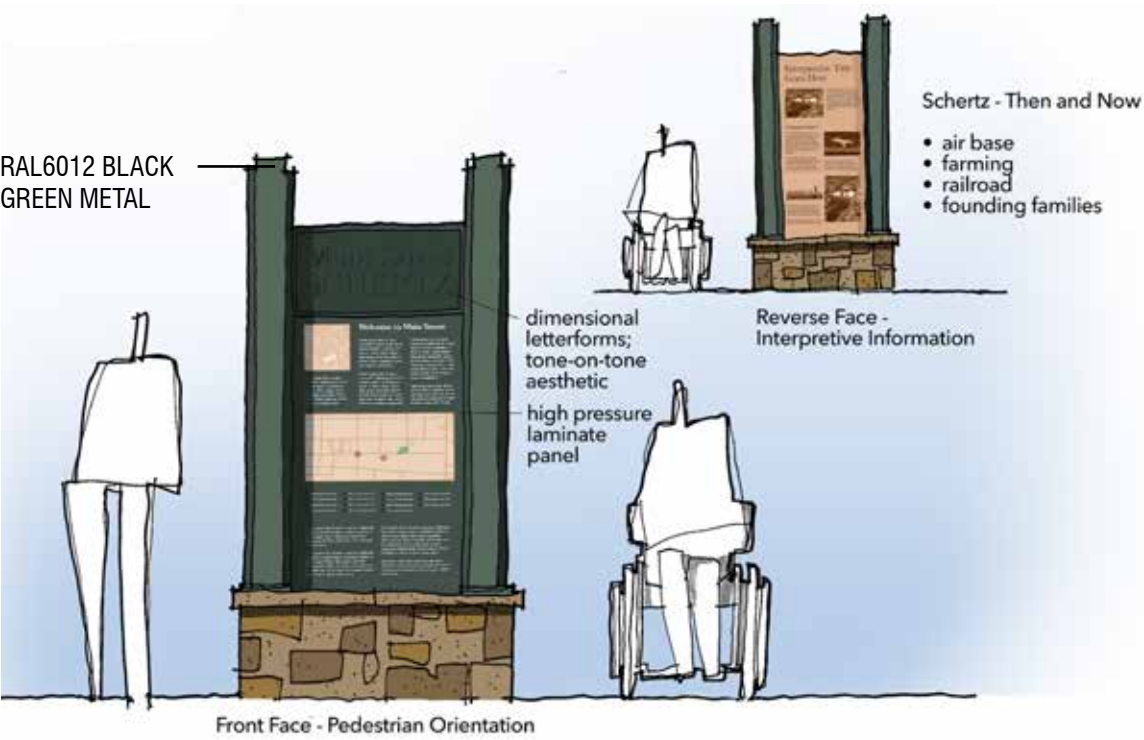
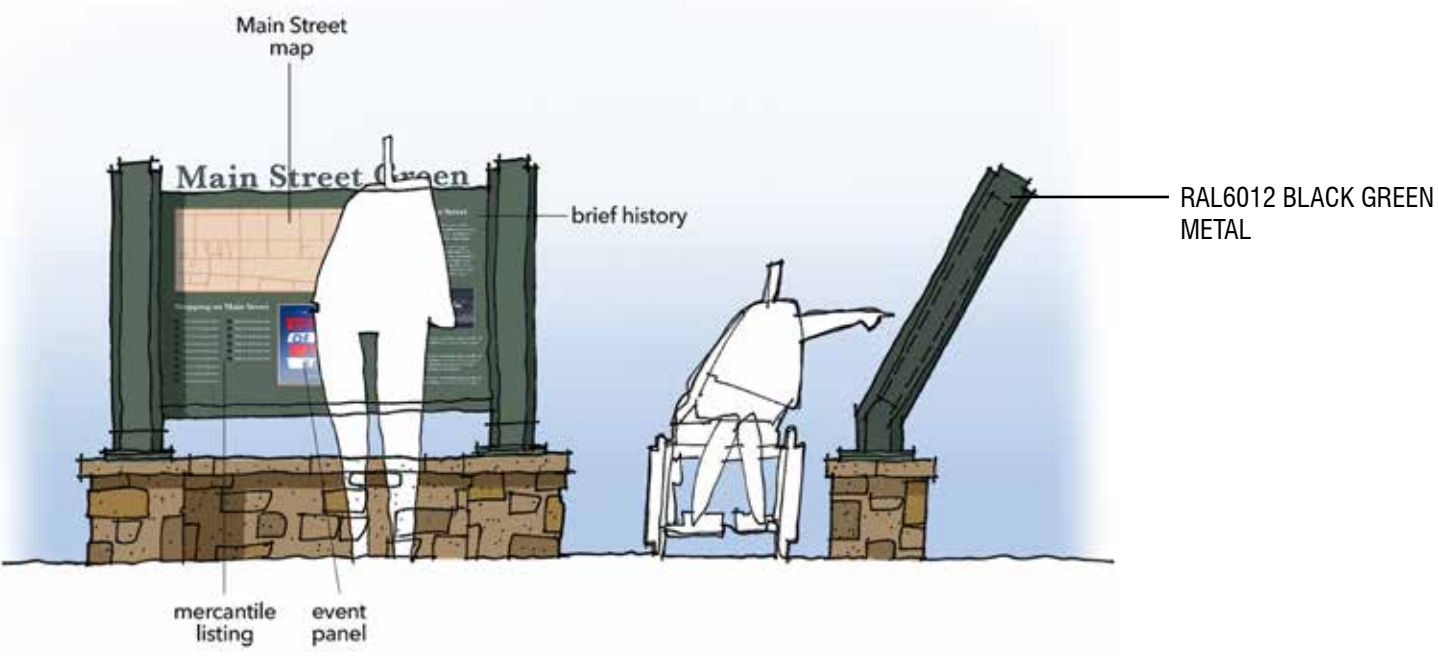
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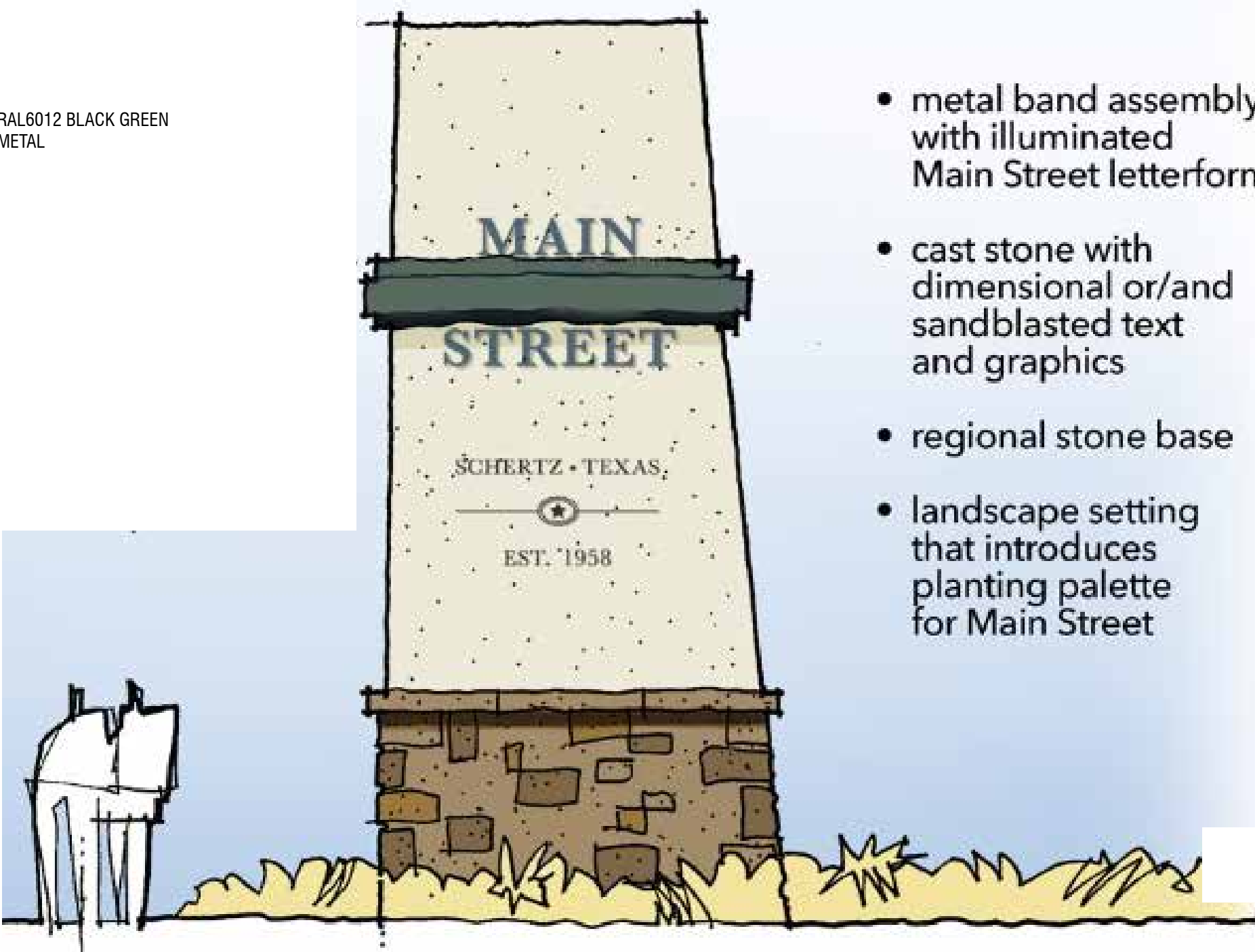
Monument Signage - Streetscape Elements



Streetscape Elements



PEDESTRIAN KIOSKS



- metal band assembly with illuminated Main Street letterforms
- cast stone with dimensional or/and sandblasted text and graphics
- regional stone base
- landscape setting that introduces planting palette for Main Street

WELCOME MONUMENT (EAST)

Aviation Theme: Decorative Panel



1 Elevation
SCALE: 3/16"=1'-0"

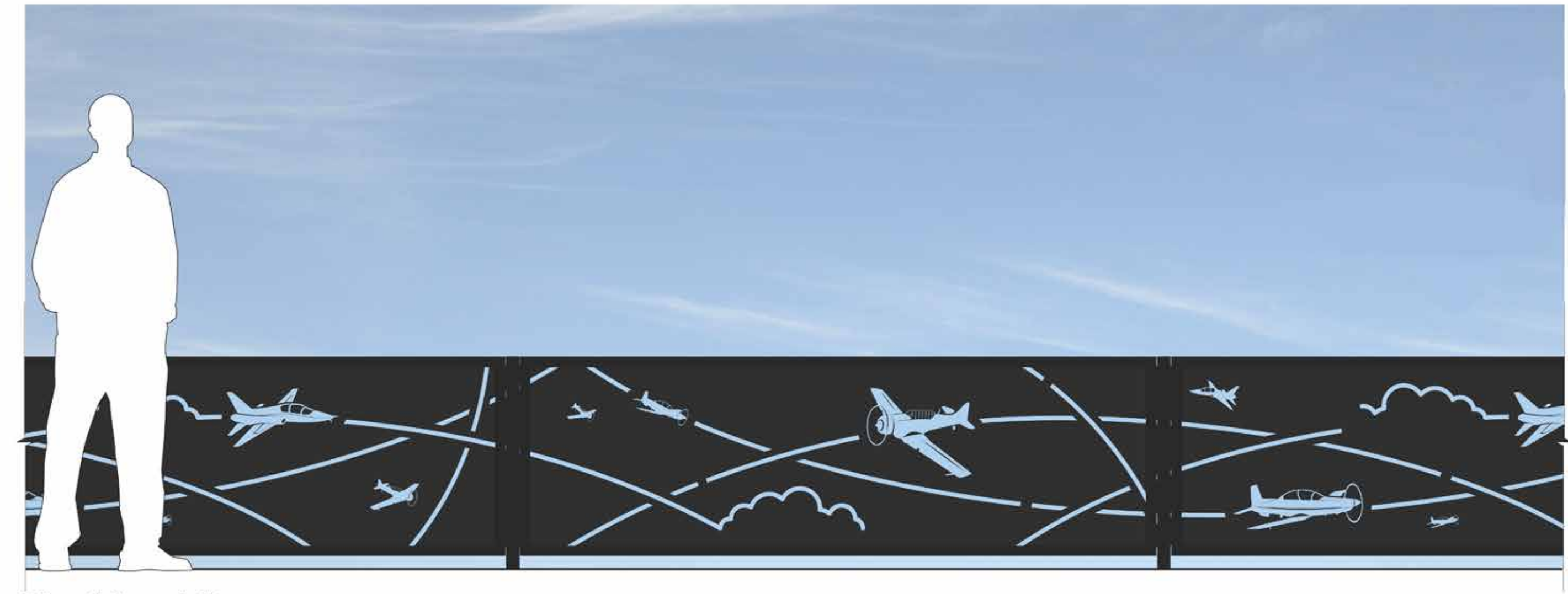
T-38C Talon



Original and Current Raytheon T06A T-6A "Texan II"



2 References
SCALE: N/A



3 Decorative Screens - Aviation
SCALE: 3/4"=1'-0"

Railroad Theme: Decorative Panel



1 Elevation
SCALE: 3/16"=1'-0"

Depot



2 References
SCALE: N/A



3 Decorative Screens - Railroad
SCALE: 3/4"=1'-0"

Agriculture Theme: Decorative Panel



1 Elevation
SCALE: 3/16"=1'-0"

Corn Fields



Soybean Fields



1950s David Brown Cropmaster



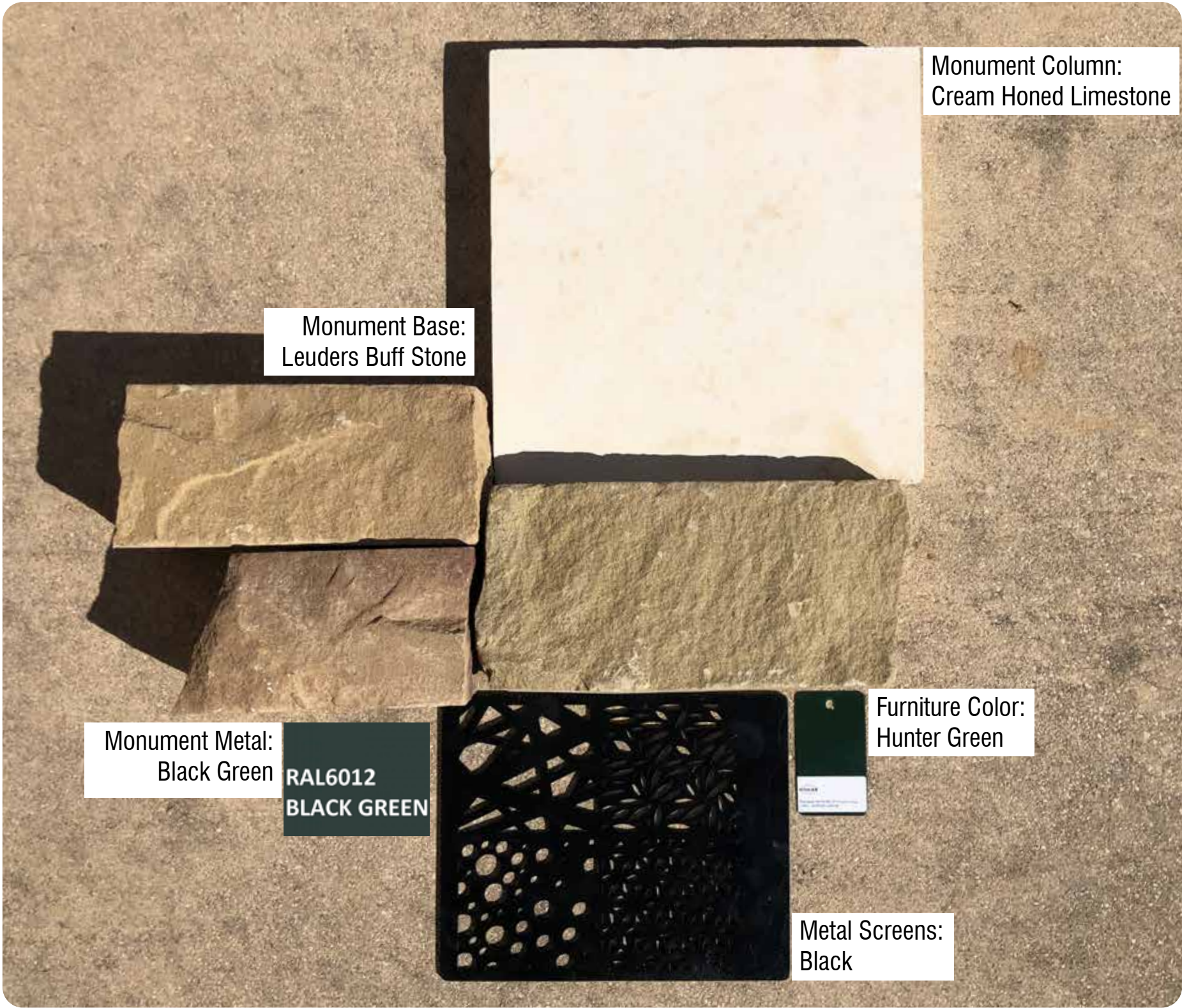
2 References
SCALE: N/A



3 Decorative Screens - Agriculture
SCALE: 3/4"=1'-0"

Material Selections

Rock, Metal, and Metal Screen Color Selections:



Aggregate Selections: Located in Planting Areas



Aviation Theme:
1/2" White Limestone



Railroad Theme:
5/8" Shadow Rock



Agriculture Theme:
2"-6" Texas Blend Cobble

Street Furniture: Color



Hunter Green
(RAL 6009)



Note: Street furniture to be Hunter Green.

Plant Palette

Welcome Garden



Quercus virginiana



Lagerstroemia indica x fauriei



Yucca gloriosa var. Tristis



Euryops chrysanthemoides



Salvia greggii



Muhlenbergia dubia



Liriope muscari

Aviation Theme



White Limestone



Salvia sylvestris



Ilex cornuta



Ilex vomitoria 'Nana'



Muhlenbergia dubia



Liriope muscari



Yucca gloriosa var. Tristis

Railroad Theme



Shadow Rock



Juniperus horizontalis



Lantana montevidensis Alba.



Ilex cornuta



Ilex vomitoria 'Nana'



AGAVE hyb. 'Blue Ember'

Agriculture Theme



Texas Blend



Yucca filamentosa



Calamagrostis x acutiflora



Carex tumulicola

MAIN STREET IMPROVEMENTS

CITY COUNCIL MEETING
TUESDAY, FEBRUARY 20, 2024



Kimley»Horn

Agenda

1. Quick Project Recap
2. Engineering Design Concept
3. Landscape Design Concept
4. Illumination Standards
5. Coordination
6. Project Cost
7. Next Steps

Quick Project Recap

- ✓ Completed Preliminary Engineering to develop initial design concept
- ✓ Met with the Main Street Committee multiple times to gather input and develop a vision for Main Street
- ✓ Submitted 70% design plans in 2023
- ✓ Coordinated with all impacted utilities. Aerial to underground and relocations.
- ✓ Ongoing TxDOT coordination

Overall Layout



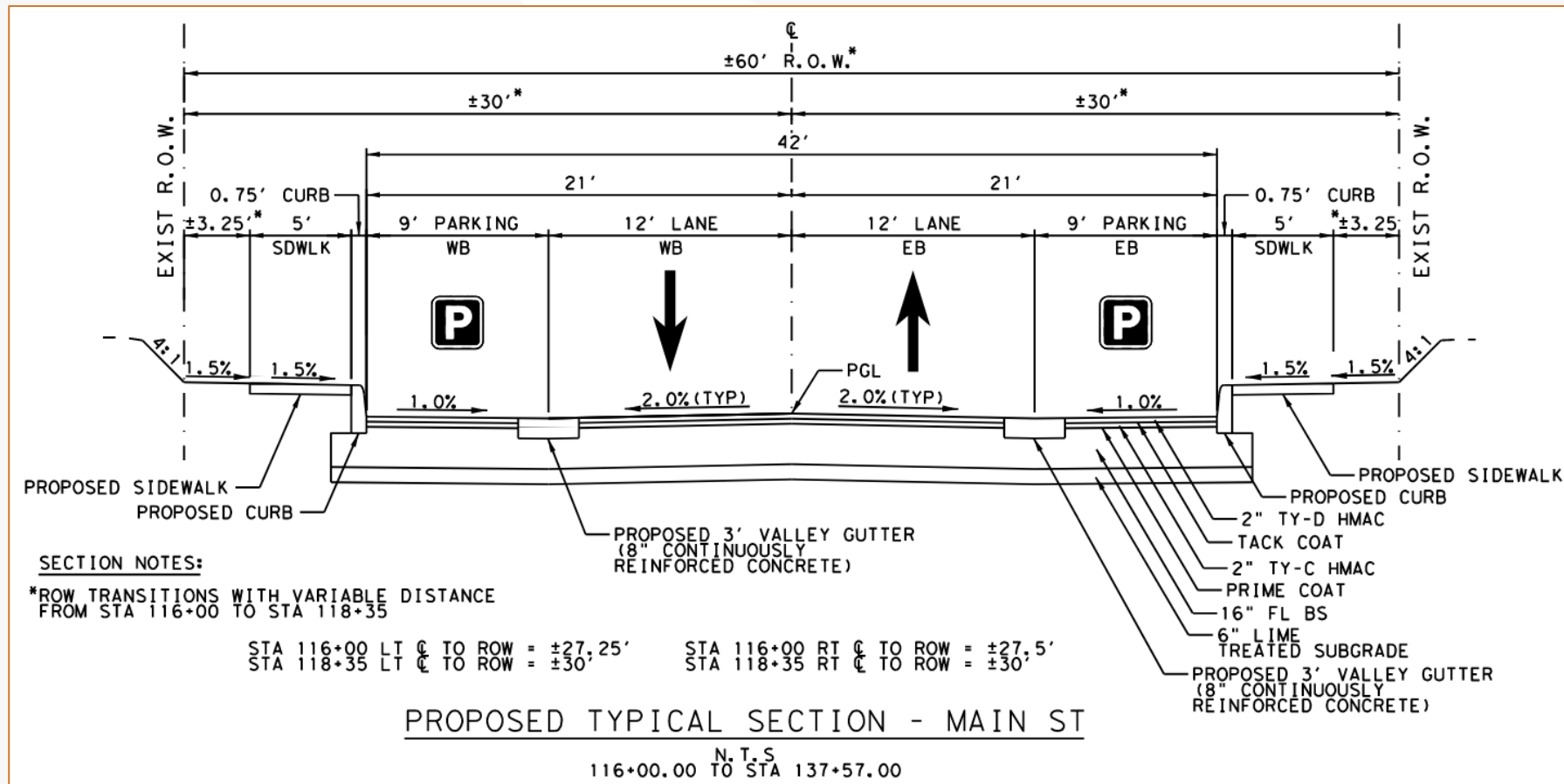
Engineering Design Concept

Summary of Design Items – Street Work

- Full depth pavement reconstruction
 - Lindbergh Avenue to Schertz Parkway
- Maximize street drainage and maintain limited drainage features
- Incorporate decorative pavement at key locations
- Incorporate pattern at crosswalks
 - Stamped/colored concrete in lieu of typical crosswalk striping or brick pavers
- Retaining walls as needed
 - Patterned face or decorative theme

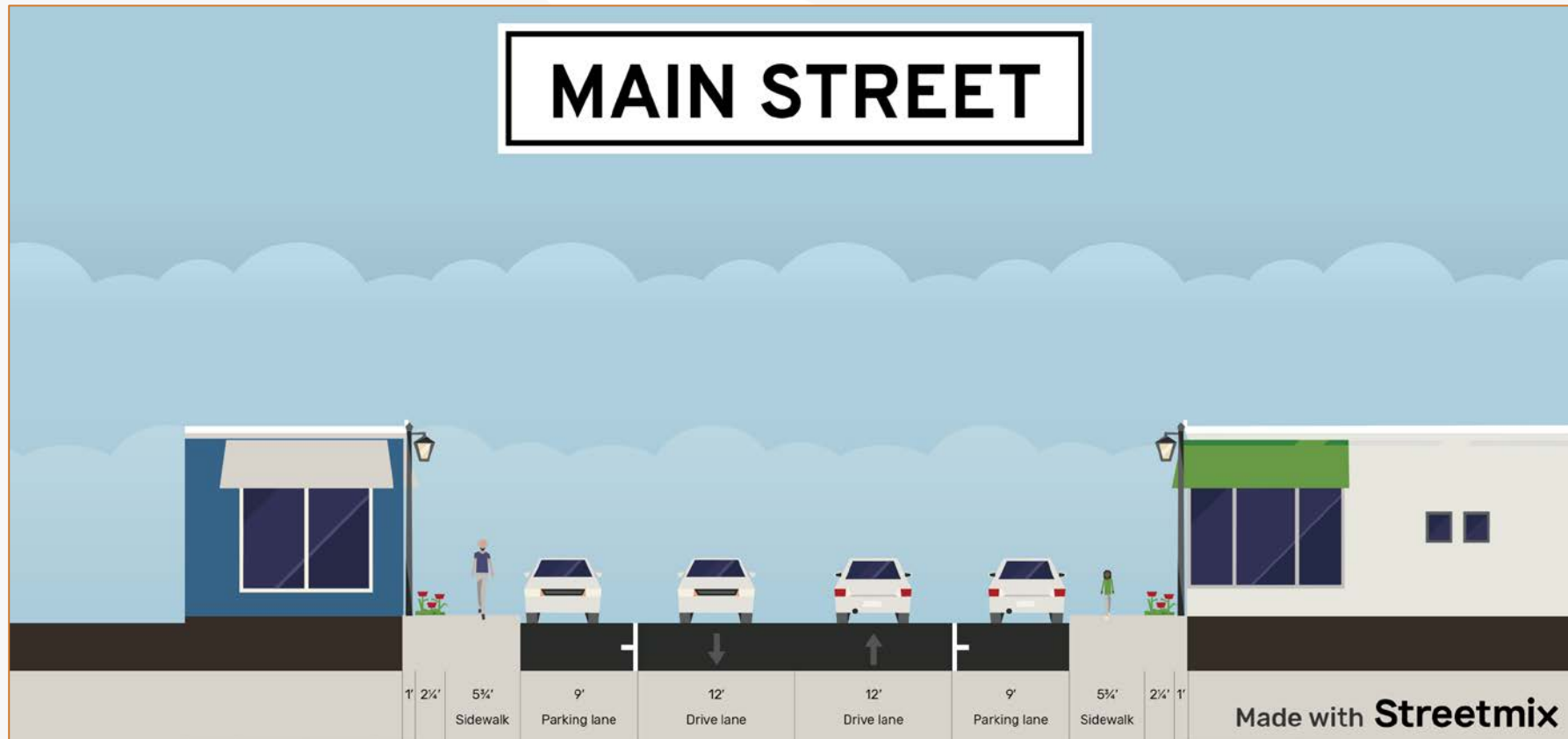
Engineering Design Concept

Typical Section



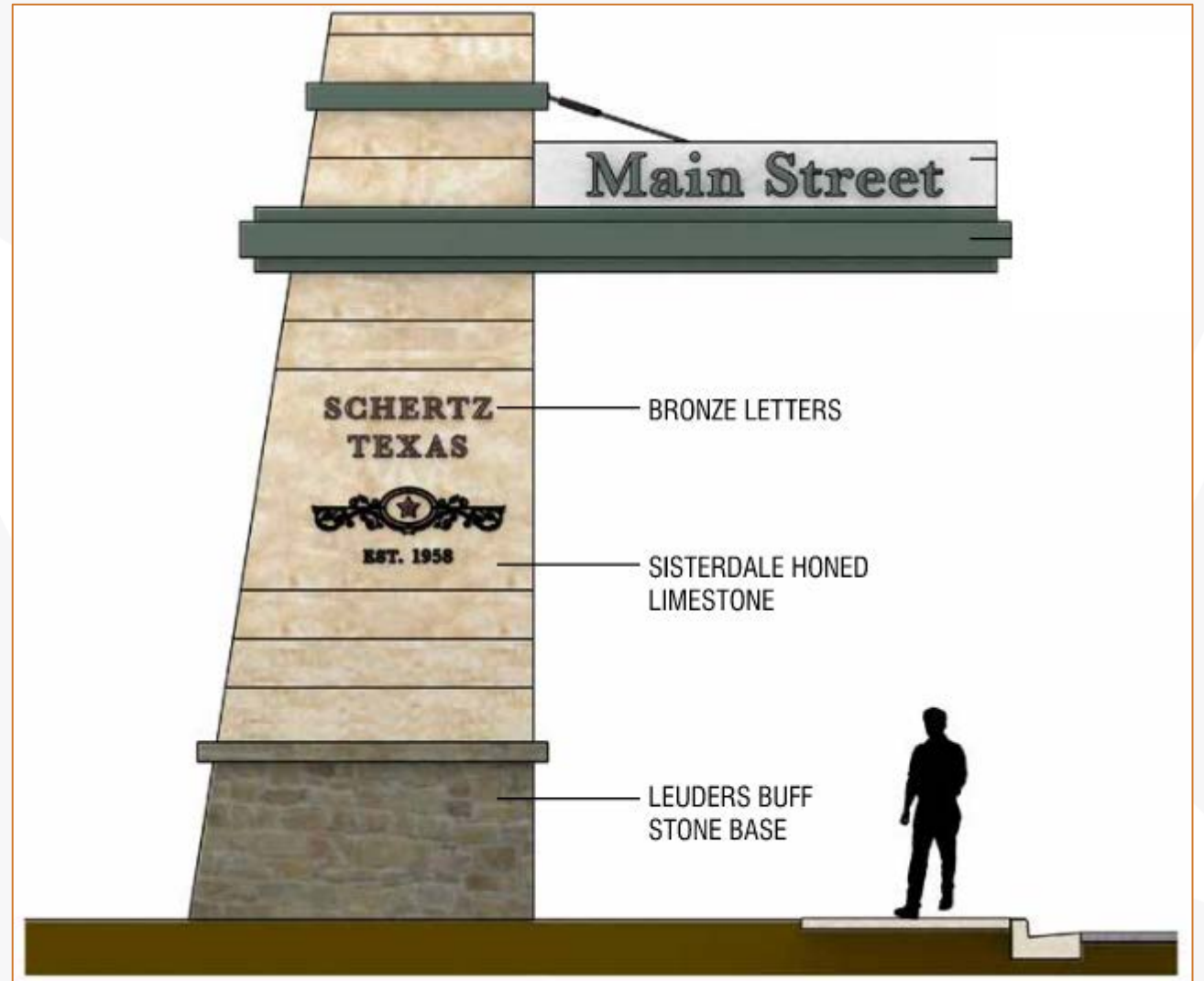
Engineering Design Concept

Typical Section



Landscape Design Concept

Overall Package

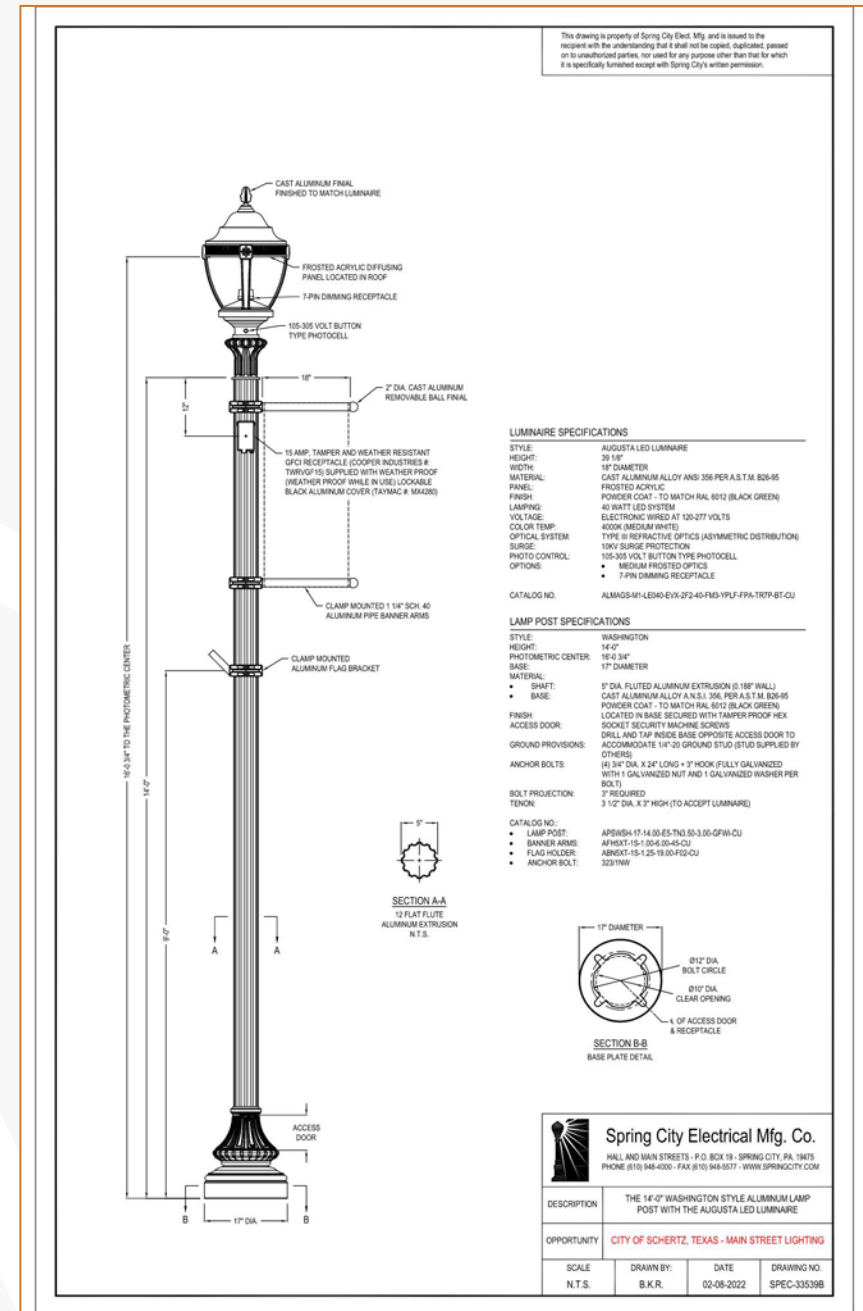


Illumination Standards

Pedestal Pole - Washington Style Aluminum Lamp

RAL6012
BLACK GREEN

Light Pole Color

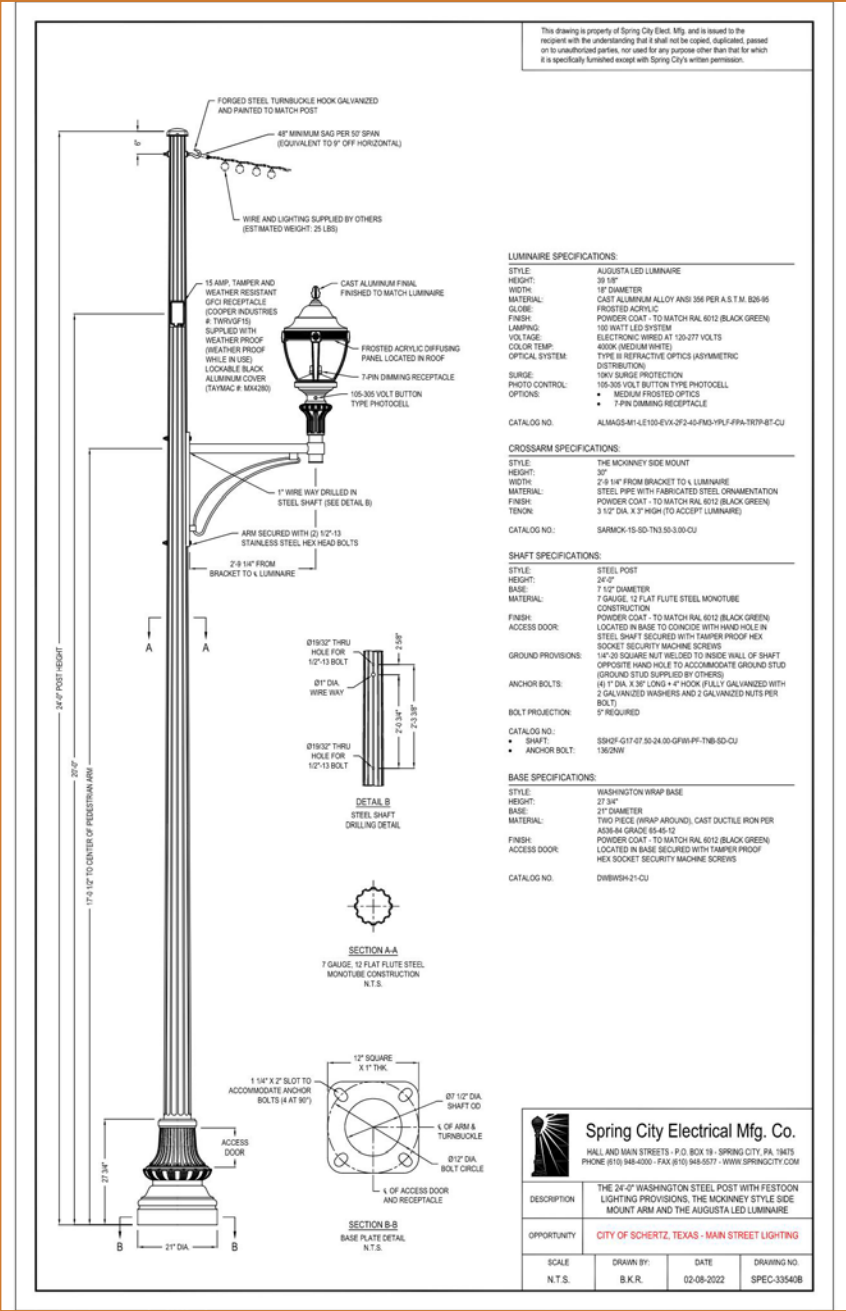


Illumination Standards

Festoon Pole - Washington Style Steel Post



Light Pole
Color



Coordination

Aerial Utilities

- Relocating all aerial facilities underground within project limits
- Relocation will utilize shared duct bank
- Acquisition of utility easements will be required

Non-Communication Utilities

- Sewer and water lines to be upgraded
- Centerpoint gas line to be upgraded

TxDOT

- Portion of project limits are located within TxDOT right-of-way

Refined Design Cost

An updated opinion of probable construction cost (OPCC) was developed to reflect the refined design concept:

- Required Infrastructure
 - Road, water/sewer and limited drainage
- Optional Infrastructure
 - Lighting and Landscape Features
- GVEC Aerial Relocations
- Shared-Use Duct Bank
- *Does not Include Franchise Utility Reimbursement or Easement Acquisition

Estimated Main Street Construction Cost

Required Infrastructure - \$12.0 Million

Optional Revitalization - \$4.8 Million

GVEC Aerial Relocation - \$4.4 Million

Shared-Use Duct Bank - \$3.2 Million

TOTAL: \$24.4 Million*

Next Steps

- Obtain Council approval on Project
- Finalize remaining Architecture components
 - District identities, welcome sign, metal screens, wayfinding/signage
- Continue utility and TxDOT coordination and
- Finalize utility easements and begin easement acquisition process
- Develop construction plans for final concept
- Developed phased construction approach



Kimley»»Horn

Expect More. Experience Better.

Questions?

Stephen Aniol, P.E.
Stephen.Aniol@kimley-horn.com
(210) 321-3404

CITY COUNCIL MEMORANDUM

City Council Meeting: February 20, 2024

Department: City Secretary

Subject: Authorizing the Mayor to sign a resolution from the Northeast Partnership Mayors (NEP) expressing the concerns regarding the public health, safety, and welfare of 185,000 citizens living in the Northeast San Antonio Metrocom related to the proposed expansion of the Heidelberg Sertex Rock Crushing Quarry. (S.Williams/B.James)

BACKGROUND

Discussion occurred at the January 24, 2024 Northeast Partnership Mayor's Workshop regarding support for a resolution from the Northeast Partnership (NEP) that supports its member cities in opposition to the Heidelberg Servtex rock crushing quarry expansion, urges elected officials and citizens of NEP cities, San Antonio and Comal county to work together to oppose the expansion and urges NEP member cities to submit comments to their State Representatives and State Senators to oppose the expansion.

The resolution lists the following reasons for the opposition:

- the negative impacts it will have on the health, safety, and welfare of citizens; water quality and availability; the watershed and floodplains; air quality; traffic flow; roadway safety; cultural and archaeological resources; wildlife habitat; and property values in the region; and
- increased heavy truck traffic that will be generated by the quarry expansion will ultimately have a significant impact on the high traffic congestion currently experienced in the NEP region along with increased noise, exhaust emissions, and dust pollution generated by the increased truck traffic, the deterioration and destruction of roadway infrastructure caused by the overburdening of the roadways from increased heavy truck traffic and the safety impacts it will have on the public traveling these roadways on a daily basis, and
- noise, air pollution, and disturbance to the peace, quiet and serenity of the residential areas of our communities caused by the expansion of rock crushing and quarrying operations as well as the negative effects that ground vibrations, air overpressure, and blasting activities will have on residential, commercial, and public properties in proximity to the quarry operations.

Heidelberg petitioned the City of Schertz in late January to remove an approximately 47 acre tract from Schertz' ETJ something that is allowed with the recent change in State Law and is something the City could not stop in this case. Additionally, a concrete batch plant is proposed in Schertz' ETJ just off of FM 2252. It moved to this location after the City of Garden Ridge Board of Adjustment denied a variance request to increase the height allowed. Both of these tracts are shown on the attached exhibit.

Attachments

NEP Resolution Quarry
ETJ Quarry Map

RESOLUTION NO. _____

A RESOLUTION EXPRESSING CONCERNS REGARDING THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE 185,000 CITIZENS LIVING IN THE NORTHEAST SAN ANTONIO METROCOM RELATED TO THE PROPOSED EXPANSION OF THE HEIDELBERG SERVTEX ROCK CRUSHING QUARRY OPERATION LOCATED NEAR FM 3009 AND SCHOENTHAL ROAD, NEAR GARDEN RIDGE, COMAL COUNTY, TEXAS.

WHEREAS, the Northeast Partnership for Economic Development (“NEP”) is a 501(c)(6) non-profit corporation that was formed in the mid-1990's to promote economic growth and quality of life in suburban cities in the northeast San Antonio community; and

WHEREAS, NEP represents the cities of Cibolo, Garden Ridge, Kirby, Live Oak, Marion, New Berlin, Saint Hedwig, Santa Clara, Schertz, Seguin, Selma, Universal City and Windcrest; and

WHEREAS, NEP goals are to protect and enhance the region's resources and distinct identity and improving the quality of life of the residents of the member cities, which broaden job opportunities, diversify commercial activities, and promote existing businesses within member cities; and

WHEREAS, with the proposed expansion of the Heidelberg Servtex rock crushing quarry operation within Comal County, the extraterritorial jurisdictions of the cities of San Antonio, New Braunfels, and Schertz and its adjacency to the City of Garden Ridge, NEP member cities are concerned about the negative impacts it will have on the health, safety, and welfare of citizens; water quality and availability; the watershed and floodplains; air quality; traffic flow; roadway safety; cultural and archaeological resources; wildlife habitat; and property values in the region; and

WHEREAS, the member cities are concerned that the increased heavy truck traffic that will be generated by the quarry expansion will ultimately have a significant impact on the high traffic congestion currently experienced in the NEP region along with increased noise, exhaust emissions, and dust pollution generated by the increased truck traffic; and

WHEREAS, NEP member cities are further concerned about the deterioration and destruction of roadway infrastructure caused by the overburdening of the roadways from increased heavy truck traffic and the safety impacts it will have on the public traveling these roadways on a daily basis; and

WHEREAS, the member cities are concerned about noise, air pollution, and disturbance to the peace, quiet and serenity of the residential areas of our communities caused by the expansion of rock crushing and quarrying operations as well as the negative effects that ground vibrations, air overpressure, and blasting activities will have on residential, commercial, and public properties in proximity to the quarry operations; and

WHEREAS, it is wholly fitting that NEP member cities support their residents and neighboring cities by formally discouraging the expansion and development of the HEIDELBERG SERVTEX rock crushing quarry location near FM 3009 and Schoenthal Road near Garden Ridge, Comal County, Texas.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYORS OF THE NEP MEMBER CITIES THAT:

1. The NEP supports its member cities in opposition to the Heidelberg Servtex rock crushing quarry expansion.
2. The NEP urges elected officials and citizens of Northeast Partnership member cities, City of San Antonio and Comal County to work together in opposing the expansion of the Heidelberg Servtex rock crushing quarry.
3. The NEP urges all member cities to submit comments to their State Representatives and State Senators opposing the expansion of the Heidelberg Servtex rock crushing quarry.

PASSED AND APPROVED ON this 24th day of January 2024.

Mark Allen, Mayor
City of Cibolo

Jeff Hunt, Mayor
City of Santa Clara

Robb Erickson, Mayor
City of Garden Ridge

Ralph Gutierrez, Mayor
City of Schertz

Janeshia Grider, Mayor
City of Kirby

Donna Dodgen, Mayor
City of Seguin

Mary M. Dennis, Mayor
City of Live Oak

Tom Daly, Mayor
City of Selma

Daniel Loyola, Mayor
City of Marion

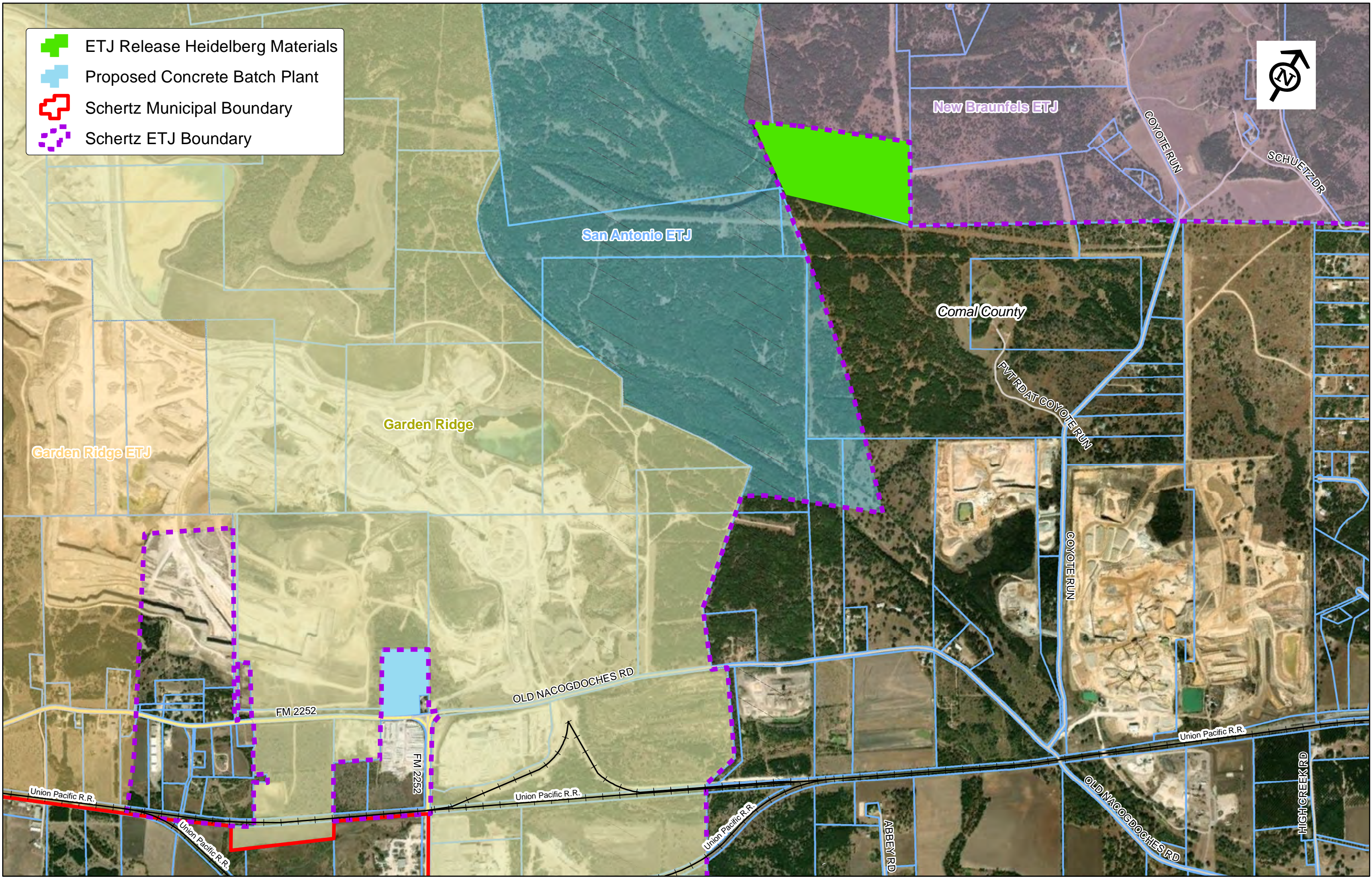
John H. Williams, Mayor
City of Universal City

Walter Williams, Mayor
City of New Berlin

Dan Reese, Mayor
City of Windcrest

Dee Grimm, Mayor
City of Saint Hedwig

- ETJ Release Heidelberg Materials
- Proposed Concrete Batch Plant
- Schertz Municipal Boundary
- Schertz ETJ Boundary



CITY COUNCIL MEMORANDUM

City Council Meeting: February 20, 2024

Department: Planning & Community Development

Subject: Ordinance 24-H-03 - Conduct a public hearing and consider amendments to the Code of Ordinances, Chapter 34 Health, Article I - General and Article II - Food Establishments.
First Reading (B.James/L.Wood/A.Cantu)

BACKGROUND

U.S. Food and Drug Administration (FDA) publishes the Food Code, a model that assists food control jurisdictions at all levels of government by providing them with a scientifically sound technical and legal basis for regulating the retail and food service segment of the industry. Local, state, tribal, and federal regulators use the FDA Food Code as a model to develop or update their own food safety rules and to be consistent with national food regulatory policy. The Texas Department of Health and Human Services (DSHS) has specific requirements for food service establishments in Texas. The City of Schertz adopted the Texas Food Establishment Rules (TFER) under Sec. 34.22 of Chapter 34 of the Code of Ordinances. FDA issues complete food code editions at four-year intervals with food code supplements between full editions. This allows agencies charged with retail food safety to update the code periodically.

City staff reviewed Chapter 34 for compliance with current State law. These proposed revisions will have many sections that are adding or editing language. For example, sections referencing the Texas Department of Health are updated to the Texas Department of Health and Human Services (DSHS) and food and/or beverage establishments to current terminology of food establishment. The changes also provide clarifications for requirements regarding mobile food units that will address the business operations for mobile food units.

The proposed revisions will bring the Code of Ordinances into better alignment with State law.

Article 1	
Sec 34.2 Duties and Powers of the Health Official	<ul style="list-style-type: none"> • Adding language to match the State certificates and current name. • Staff is proposing to remove requirement for an annual report.
Article 2	
Sec 34.22 Adoption of Texas Food Establishment Rules	<ul style="list-style-type: none"> • Adding language to match the State terminology for mobile food “unit”. • Adding term self-service market. • Adding section of the Texas Administrative Code for Farmers Market.
Sec 34.23 Definitions	<ul style="list-style-type: none"> • Adding definitions for farmers market, self-service market. • Update reference to food “and/or beverage” establishment to match State. • Update mobile food establishment to mobile food unit to match the State. • Update definitions for food establishment, food handler, mobile food unit and temporary food establishment.

Sec 34.24 Inspection of food establishment	<ul style="list-style-type: none"> ● Update reference to Frozen Desert Texas Administrative Code section. ● Clarify inspection priority process. ● Update language to match the State terminology for mobile food “unit”. ● Revisions for grading placard. ● Adding mobile food unit operations requirements.
Sec 34.25 Food Handler Sanitation Course	<ul style="list-style-type: none"> ● Update requirement to match the State requirement.
Sec 34.26 Examination and condemnation of unwholesome or questionable food or drink	<ul style="list-style-type: none"> ● Revisions to subsection a
Sec. 34.27 Procedure when infection suspected	<ul style="list-style-type: none"> ● Update reference to food “and/or beverage” establishment to match State. ● Clarifying requirement process medical examination.
Sec. 34.28 Permits	<ul style="list-style-type: none"> ● Update reference to food “and/or beverage” establishment to match State. ● Update language to match the State terminology for mobile food “unit”.

GOAL

To amend the code of ordinances, chapter 34 proposed updating the language for retail food establishments and mobile food unit regulations to stay on trend with business practices and community goals in order to maintain sound, stable and desirable business practices.

COMMUNITY BENEFIT

It is the City's desire to promote safe and sanitary conditions for all food service establishments.

SUMMARY OF RECOMMENDED ACTION

The requirements in the municipal code are to promote the health and welfare of the city as a whole. The proposed updates will keep the City on trend with current food safety practices and state law and for these reasons, the staff is recommending approval of the proposed amendments.

RECOMMENDATION

Approval of Ordinance 24-H-03

Attachments

Ordinance 24-H-03 with exhibits
Chapter 34 Amendments (redlines)
Chapter 34 Amendments (clean)
City Council Presentation Slides

ORDINANCE NO. 24-H-03

**AN ORDINANCE BY THE CITY COUNCIL OF THE
CITY OF SCHERTZ, TEXAS AMENDING SCHERTZ
CODE OF ORDINANCES, CHAPTER 34 HEALTH,
ARTICLE I – GENERAL AND ARTICLE II – FOOD
ESTABLISHMENTS.**

WHEREAS, the City staff of the City of Schertz (the “**City**”) recommended that the City Council approve the amended Code of Ordinances, Chapter 34 Health, Article 1 & 2 to address current changes related to Texas State Law, SB 577, and mobile food units.

WHEREAS, the City staff has provide the amended Code of Ordinances, Chapter 34 attached hereto as Exhibit A.

WHEREAS, on February 20, 2024, the City Council conducted a public hearing and after consideration of the amendments to Chapter 34 Health has determined that the proposed amendments are appropriate and in the interest of the public safety, health, and welfare.

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

Section 1. The current Code of Ordinances, Chapter 34 Health, Article I & II is hereby amended as set out in Exhibit A attached hereto.

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

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

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

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

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

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

PASSED ON FIRST READING, the ____ day of _____ 2024.

PASSED APPROVED and ADOPTED ON SECOND READING, the ____ day of _____, 2024.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit “A”

Code of Ordinances

Chapter 34 Health

Article I – In General

Article II – Food Establishments

ARTICLE I. - IN GENERAL

Sec. 34-1. - Appointment of health official.

The health official shall be appointed by the city manager.

Sec. 34-2. - Duties and powers of the health official.

(a) *Generally.* The health official is hereby authorized and directed to enforce the provisions of this chapter and other related ordinances of the city. The health official shall have the authority to render interpretations of this chapter and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this chapter and shall not have the effect of waiving requirements specifically provided for in this chapter.

(b) *Health official qualifications.* The health official shall either:

- (1) Be a Registered Professional Sanitarian in Texas, a Sanitarian-in-Training of the Texas Administration Code, or a Registered Environmental Health Specialist (REHS)
- (2) Meet the Food and Drug Administration Voluntary National Retail Food Regulatory Program Standards basic curriculum and field training elements, as accepted by the Texas Department of State Health Services.

(c) *Assistant inspector appointment and qualifications.* The city manager, or their designee, may appoint such additional officers, inspectors, assistants, and other employees as shall be authorized from time to time. Such employees shall hold a code enforcement license issued by Texas Department of Licensing & Regulation and have such powers as are delegated by the health official.

(d) *Inspection agencies.* The city manager, or their designee, is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the city's established requirements as to qualifications and reliability.

(e) *Fees and salary.* The fees, salary, or both for the health official shall be set in the annual budget of the inspection department approved by the city council. All fees shall be as set forth in the city fee schedule.

(f) *Right of entry.* It shall be unlawful for any person to interfere, hinder, or delay the health official, or officers in the discharge of any duties under this chapter or to refuse to comply with the orders of the health official. The health official shall issue all necessary notices or orders to ensure compliance with this chapter.

(g) *Orders of correction.* The health official shall have the authority whenever, in his or her opinion, a nuisance detrimental to health exists to cause the same to be abated or removed.

(h) *Appeals.* The city manager shall hear and decide on all appeals or orders, decisions, or determinations made by the health official relative to the application and interpretation of this chapter.

(i) *Liability.* The health official and other city employees charged with the enforcement of this chapter shall not be held personally liable for any damage accruing to persons or property as a result of any act or omission while

performing the duties required by this chapter, so long as such health official or other city employee is acting in good faith and without malice.

Sec. 34-3. - Permit fees.

Please reference the current city fee schedule.

Secs. 34-4—34-21. - Reserved.

ARTICLE II. - FOOD ESTABLISHMENTS

Sec. 34-22. - Adoption of Texas Food Establishment Rules.

A person operating a retail food establishment, vending machine, self-service food market, mobile food units, temporary food establishments, farmers market, shall comply with this chapter and, the city adopts the Texas Administrative Code Title 25, Part 1, Chapter 228 (Texas Food Establishment Rules) Chapter 229, Subchapter N (Current Good Manufacturing Practice And Good Warehousing Practice In Manufacturing, Packing And Holding Human Food) and Chapter 229, Subchapter FF, (Farmers' Markets).

Sec. 34-23. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings, ascribed to them in the section, except where the context clearly indicates a different meaning:

Authorized agent or employee means the health official and other officers representing the City of Schertz pursuant to this article.

Farmers market: refer to Schertz Unified Development Code Article 16. Definitions.

Food establishment shall mean any place where food is prepared and intended for individual portion service. This includes the site at which individual portions are provided for consumption on or off the premises and regardless of whether there is a charge for the food.

Food handler shall mean a person, regardless of age, engaged in the preparation, handling, or vending of food.

Mobile food permit registration means a mobile food unit with a current and valid mobile food unit health permit from another state municipal, or county health inspection agency that registers to operate within the city limits.

Mobile food unit shall mean a food service vendor that operates a vehicle-mounted or wheeled unit that is capable of being readily moveable. Mobile food unit does not mean a stand, booth, pushcart, or peddle cart.

Permit means a license to operate a food establishment within the City of Schertz for a specified period of time for a stated fee as established in [section 34-3](#) of this chapter.

Regulatory authority means the City of Schertz.

Self-Service Food Market means a market that is unstaffed and offers prepackaged non-time/temperature control for safety (TCS) food and prepackaged refrigerated or frozen time/temperature controlled for safety (TCS) food that is stored and displayed in equipment that complies with §228.225 of this title.

State rules means rules described in [section 34-22](#). These rules are also known as the Texas Food Establishment Rules.

Temporary food establishment shall mean a food establishment that operates for a period of no more than 14 consecutive days in conjunction with a single event or celebration.

Sec. 34-24. - Inspection of food establishment.

- a. In addition to the rules adopted in [section 34-22](#), the City of Schertz adopts by reference the provisions of current rule or rules as amended by the Texas Board of Health found in Title 25 of the Texas Administrative Code, Chapter 217, Milk and Dairy, subchapter C, rules for Manufacture of Frozen Desserts; rule 217.45, Examination and Standards for Frozen Desserts.
- b. As often as deemed necessary for the proper enforcement of the provisions of this article and the state rules, the health official shall prioritize, and conduct more frequent inspections based upon its assessment of a food establishment. Mobile food units with a valid mobile food permit registration from the city are subject to random inspections, or investigation of complaints on mobile food unit. The mobile food unit or person operating the food establishment shall, upon request of the health official, permit access and allow the inspection of all parts of the establishment or vending unit.
- c. In case of any items of violation identified by or brought to the attention of the health official, the person in charge of such establishment or vending unit shall be advised of the violation. A second inspection will be made as the health official deems sufficient for correction of the violation.
- d. In the interest of public clarification, the results from compiling the inspection report will be converted to a grading placard with the letter "A" being the highest level of food service operation and "F" being lowest. The criteria for the various *certificates are:

Grade "A" Attain sanitation score of 90 or above;

Grade "B" Attain sanitation score of 89 - 80;

Grade "C" Attain sanitation score of 79 - 70;

Grade "D" Attain sanitation score of 69-60;

Grade "F" Attain a sanitation score of 59 or below.

- (e) The most recent scored inspection report or mobile food permit registration shall be issued and a copy shall be posted by the establishment and posted immediately at some conspicuous location near the front of the premises where it will be clearly visible to all patrons. The inspection report or registration shall not be defaced and may not be removed by any person except the health official. Violation of this section shall be a class C misdemeanor punishable by a fine not to exceed \$200.00 per day that the inspection report is removed, moved or defaced and/or suspension of the food establishment permit for 30 days.
- (f) Mobile food unit requirements:
 - (1) Mobile food units may vend on private property, properly zoned, and with the written permission of the property owner/agent granting employees of the mobile food unit access to approved flush type toilet facilities, connected to an approved type sewage system on the private commercial property during hours of operation.
 - (2) Mobile food units shall be parked on a paved surface and in clean surroundings. No mobile food unit shall be parked in violation of section 21.8.9 of the Unified Development Code.
 - (3) The total noise level of any mobile food establishment shall comply with Sec. 54-14 of the Code of Ordinances.

Sec. 34-25. - Food handler sanitation training course.

It shall be unlawful for any employer to employ any person to be employed as a food handler without such employee having completed an accredited food handler training course within 30 days of hire.

Sec. 34-26. - Examination and condemnation of unwholesome or questionable food or drink.

- a. Samples of food, drink and other substances shall be taken and examined by the health official as often as deemed necessary for the detection of unwholesomeness and deleterious qualities. The health official may condemn and forbid the sale of or cause to be removed or destroyed, any food or drink which is unwholesome or deleterious.
- b. Any food which appears to the health official to be of a questionable nature from the standpoint of wholesomeness or possible deleterious quality may be held for further examination by attaching a "City of Schertz Retained" tag to the item(s) foodstuffs so retained and may not be removed or disturbed without the permission of the health official. The city health official shall promptly proceed by examination, laboratory or otherwise to determine the wholesomeness of such food. As soon as such wholesomeness has been determined, such food must be immediately released. If, however, such food is found to be unwholesome or deleterious, the health official must promptly condemn such food as herein stated and shall file petition in a court of competent jurisdiction for injunction to restrain the owner from selling such condemned food and to obtain order for destruction of such unwholesomeness or deleterious food or drink.
- c.

Sec. 34-27. - Procedure when infection suspected.

When suspicion arises as to the possibility of transmission of infection from any food establishment employee, the health official is authorized to require any or all of the following measures:

1. The immediate exclusion of the employee from all food establishments.
2. The immediate closing of the food establishment concerned until no further danger of disease outbreak exists in the opinion of the health official.
3. Requiring appropriate medical examinations, including collection of specimens for laboratory analysis, of a suspected food employee or conditional employee.
- 4.

Sec. 34-28. - Permits.

- a. It shall be unlawful for any person to operate a food establishment, or temporary food establishment without a valid food establishment permit or mobile food permit registration issued by the city. All permits expire on September 30 of each year and are due and payable on October 1 of each year. Permits are not transferable from one establishment to another or from one person to another. Mobile food permit registrations expire on the date of expiration from the issuing health inspection agency. Permits and mobile food permit registration must be posted in a conspicuous place.
- b. Mobile food units may operate in the city without a health inspection from the city if they possess a valid mobile food health permit from another state municipal, or county health inspection agency. To operate in the city, the mobile food unit must register with the city health official and pass a fire safety inspection conducted by the city fire department if one has not been completed by another state municipal, or county health inspection agency.
- c. Mobile food units who have a valid food health permit and fire safety inspection from another state municipal, or county health and fire inspection agency will have their registration fee waived, but will be required to register with the city.
- d. All permits and city registrations may be suspended or revoked by the health official upon the violation by the holder of any of the terms of this article, following which, unless corrections are

immediately made, action may be instituted in the name of the city in any court of competent jurisdiction to obtain a restraining order or permanent injunction preventing such person from operating unless immediate compliance with the provisions of this article is obtained. Revocation of a permit or mobile food permit registration for any cause whatsoever is still affected by the issuance of the statement that the permit or mobile food permit registration may be made at any time and will be approved provided that full compliance of the provisions of this article is accomplished.

e. Whenever a food establishment is constructed or extensively remodeled or whenever an existing structure is converted to use as a food establishment, properly prepared plans and specifications for such construction, remodeling or conversion shall be submitted to the city for review before work is begun. Extensive remodeling means that 20 percent or greater of the area of the food establishment is to be remodeled. The plans and specifications shall indicate the proposed layout, equipment arrangement, mechanical plans and construction materials of work area, and the type of model of proposed fixed equipment and facilities. The city will approve the plans and specifications if they meet the requirements of the rules contained in this article. The approved plans and specifications must be followed in construction, remodeling or conversion prior to opening for business; each new establishment will be inspected by the health official to ensure compliance with this article.

f.

Sec. 34-29. - Penalty.

Any person, firm, corporation or agent who shall violate a provision of this article, or fail to comply therewith, or with any other requirements thereof, shall be guilty of a Class C misdemeanor. Such person shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this article is committed or continued, and upon conviction of any such violation, such person shall be punished by a fine not to exceed \$2,000.00.

Secs. 34-30—34-46. - Reserved.

ARTICLE I. - IN GENERAL

Sec. 34-1. - Appointment of health official.

The health official shall be appointed by the city manager.

(Ord. No. 03-H-09, § 7½-1, 3-4-2003; Ord. No. 07-H-32, I, 7-3-2007; Ord. No. [20-H-25](#), § 1, 8-25-2020)

Sec. 34-2. - Duties and powers of the health official.

(a) *Generally.* The health official is hereby authorized and directed to enforce the provisions of this chapter and other related ordinances of the city. The health official shall have the authority to render interpretations of this chapter and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this chapter and shall not have the effect of waiving requirements specifically provided for in this chapter.

(b) *Health official qualifications.* The health official shall either:

(1) Be a Registered Professional Sanitarian in Texas ~~or~~ , a Sanitarian-in-Training as defined in Title 25, Section 265.142 of the Texas Administration Code, or a Registered Environmental Health Specialist (REHS)

(2) Meet the Food and Drug Administration Voluntary National Retail Food Regulatory Program Standards basic curriculum and field training elements, as accepted by the ~~Texas Department of Health.~~ Texas Department of State Health Services.

(c) *Assistant inspector appointment and qualifications.* The city manager, or their designee, may appoint such additional officers, inspectors, assistants, and other employees as shall be authorized from time to time. Such employees shall hold a code enforcement license issued by ~~the state department of health~~ Texas Department of Licensing & Regulation and have such powers as are delegated by the health official.

(d) *Inspection agencies.* The city manager, or their designee, is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the city's established requirements as to qualifications and reliability.

(e) *Fees and salary.* The fees, salary, or both for the health official shall be set in the annual budget of the inspection department approved by the city council. All fees shall be as set forth in the city fee schedule.

~~(f) Reports. The health official shall give attention to the health and sanitary conditions of the city and report any areas of concern to the city manager, or their designee, making recommendations that are conducive to the cleanliness of the city and the general health of the citizens.~~

(f) *Right of entry.* It shall be unlawful for any person to interfere, hinder, or delay the health official, ~~deputies,~~ inspectors, or officers in the discharge of any duties under this chapter or to refuse to comply with the orders of the health official. The health official shall issue all necessary notices or orders to ensure compliance with this chapter.

(g) *Orders of correction.* The health official shall have the authority whenever, in his or her opinion, a nuisance detrimental to health exists to cause the same to be abated or removed.

(h) *Appeals.* The city manager shall hear and decide on all appeals or orders, decisions, or determinations made by the health official relative to the application and interpretation of this chapter.

(i) *Liability.* The health official and other city employees charged with the enforcement of this chapter shall not be held personally liable for any damage accruing to persons or property as a result of any act or omission while performing the duties required by this chapter, so long as such health official or other city employee is acting in good faith and without malice.

(Ord. No. 03-H-09, § 7½-2, 3-4-2003; Ord. No. 07-H-32, I, 7-3-2007; Ord. No. [20-H-25](#), § 1, 8-25-2020)

Sec. 34-3. - Permit fees.

Please reference the current city fee schedule.

(Ord. No. 03-H-09, Exh.1, 3-4-2003; Ord. No. 07-H-32, Exh. 1, 7-3-2007; Ord. No. [20-H-25](#), § 1, 8-25-2020)

Secs. 34-4—34-21. - Reserved.

ARTICLE II. - FOOD ESTABLISHMENTS ^[2]

Footnotes:

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State Law reference— *Municipal regulatory authority concerning food service employees not preempted by state regulation, Tex. Health and Safety Code, § 438.037; municipality which is member of public health district not prohibited from regulating or administering permit system concerning food service establishments, Tex. Health and Safety Code, § 437.004(d).*

Sec. 34-22. - Adoption of Texas Food and Beverage Establishment Rules.

A person operating a **retail** food establishment, vending machine, **self-service food market**, mobile food establishment **units**, temporary **food establishments**, farmers market, ~~or farmers market vendor booth~~ shall comply with this chapter and, the city adopts the Texas Administrative Code Title 25, Part 1, Chapter 228 (Texas Food Establishment Rules) ~~and~~ Chapter 229, Subchapter N (Current Good Manufacturing Practice And Good Warehousing Practice In Manufacturing, Packing And Holding Human Food) **and Chapter 229, Subchapter FF, (Farmers' Markets).**

(Ord. No. 07-H-32, II, 7-3-2007; Ord. No. [17-M-10](#), § 1, 3-7-2017)

Sec. 34-23. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings, ascribed to them in the section, except where the context clearly indicates a different meaning:

Authorized agent or employee means the health official and any ~~deputies, assistant inspectors, or~~ other officers representing the City of Schertz pursuant to this article.

Farmers market: refer to Schertz Unified Development Code Article 16. Definitions.

~~Food and/or beverage establishment~~ shall mean any place where food is prepared and intended for individual portion service. This includes the site at which individual portions are provided for consumption on or off the premises and regardless of whether there is a charge for the food. ~~means a food and/or beverage service establishment, a retail food and/or beverage store, a temporary food and/or beverage establishment, a mobile food and/or beverage unit and/or a roadside food and/or beverage vendor.~~

~~Food and/or beverage handler~~ means any person, including cook, cook's helper, waiter, waitress, dishwasher, bartender, barmaid, busboy or any other person, whether compensated or not, engaged in the delivery, storing, preparation, dispensing or serving food or beverages for human consumption, or who engages in the handling, use, cleaning or preparation for use of any pots, pans, grills, skillets, plates, trays, eating and drinking equipment/utensils, or similar wares on which such foods or beverages are prepared, dispensed or served. ~~handler shall mean a person, regardless of age, engaged in the preparation, handling, or vending of food.~~

~~Mobile food permit registration~~ means a mobile food ~~vendor~~ unit with a current and valid mobile food unit health permit from another state municipal, or county health inspection agency that registers to operate within the city limits.

~~Mobile food vendor unit~~ shall mean a food service vendor that operates a vehicle-mounted or wheeled unit that is capable of being readily moveable. ~~Mobile food unit does not mean a stand, booth, pushcart, or peddle cart.~~

~~Permit~~ means a license to operate a food and/or beverage establishment within the City of Schertz for a specified period of time for a stated fee as established in [section 34-3](#) of this chapter.

~~Regulatory authority~~ means the City of Schertz.

~~Self-Service Food Market~~ means a market that is unstaffed and offers prepackaged non-time/temperature control for safety (TCS) food and prepackaged refrigerated or frozen time/temperature controlled for safety (TCS) food that is stored and displayed in equipment that complies with §228.225 of this title.

~~State rules~~ means rules described in [section 34-22](#). These rules are also known as the Texas Food Establishment Rules.

~~Temporary food establishment~~ ~~means~~ shall mean a food establishment that operates for a period of no more than 14 consecutive days in conjunction with a single event or celebration.

(Ord. No. 03-H-09, § 7½-3, 3-4-2003; Ord. No. 07-H-32, I, 7-3-2007; Ord. No. [20-H-25](#), § 1, 8-25-2020)

Sec. 34-24. - Inspection of food and beverage establishment.

- (a) In addition to the rules adopted in [section 34-22](#), the City of Schertz adopts by reference the provisions of current rule or rules as amended by the Texas Board of Health found in Title 25 of the Texas Administrative Code, Chapter 217, Milk and Dairy, subchapter C, rules for Manufacture of Frozen Desserts; rule 217.65, **45**, Examination and Standards for Frozen Desserts.
- (b) As often as deemed necessary for the proper enforcement of the provisions of this article and the state rules, the health official shall **prioritize, and conduct more frequent inspections based upon its assessment of a food establishment.** ~~inspect every food and/or beverage establishment that is located within the city at least twice annually.~~ Mobile food vendors **units** with a valid mobile food permit registration from the city **are subject to random inspections,** ~~are exempt from the bi-annual inspection requirement with a valid health inspection permit from another state municipal, or county health inspection agency.~~ This does not prohibit the city health official from performing spot inspections or investigating **investigation of** complaints on mobile food vendors **unit.** The mobile food ~~vendor~~ **unit** or person operating the food and/or beverage establishment shall, upon request of the health official, permit access and allow the inspection of all parts of the establishment or vending unit.

- (c) In case of any items of violation identified by or brought to the attention of the health official, the person in charge of such establishment or vending unit shall be advised of the violation. A second inspection will be made ~~after a lapse of sufficient time, as the health official deems sufficient for correction of the violation. Any violation of the same provision on such second inspection shall call for an immediate suspension of the food and/or beverage establishment's permits or revocation of the mobile food permit registration.~~
- (d) In the interest of public clarification, the results from compiling the inspection report will be converted to a letter grade **grading placard** with the letter "A" being the highest level of food service operation and "F" being lowest. The criteria for the various *certificates are:
- Grade "A" Attain sanitation score of 90 or above;
 - Grade "B" Attain sanitation score of 89 - 80;
 - Grade "C" Attain sanitation score of 79 - 70;
 - Grade "D" Attain sanitation score of 69-60;
 - Grade "F" Attain a sanitation score of 59 or below.

- (e) ~~An inspection certificate~~ **The most recent scored inspection report** or mobile food permit registration shall be issued and a copy shall be posted by the establishment and posted immediately at some conspicuous location near the front of the premises where it will be clearly visible to all patrons. The ~~certificate~~ **inspection report** or registration shall not be defaced and may not be removed by any person except the health official. Violation of this section shall be a class C misdemeanor punishable by a fine not to exceed \$200.00 per day that the ~~certificate~~ **inspection report** is removed, moved or defaced and/or suspension of the food establishment permit for 30 days. ~~The health official shall permit the owner to correct any noncritical infractions within no more than 24 hours. If the health official determines that the infraction is of an immediate threat to the public health, there shall be no grace period for correction. Repeat violations may result in higher point deduction.~~

(f) **Mobile food unit requirements:**

- (1) Mobile food units may vend on private property, properly zoned, and with the written permission of the property owner/agent granting employees of the mobile food unit access to approved flush type toilet facilities, connected to an approved type sewage system on the private commercial property during hours of operation.
- (2) Mobile food units shall be parked on a paved surface and in clean surroundings. No mobile food unit shall be parked in violation of section 21.8.9 of the Unified Development Code.

(3) The total noise level of any mobile food establishment shall comply with Sec. 54-14 of the Code of Ordinances.

(Ord. No. 03-H-09, § 7½-4, 3-4-2003; Ord. No. 07-H-32, I, 7-3-2007; [Ord. No 12-H-14, §§ 1, 2, 6-26-2012](#); Ord. No. [20-H-25](#), § 1, 8-25-2020)

Sec. 34-25. - Food handler sanitation training course.

It shall be unlawful for any employer to employ any person to be employed as a food handler without such employee having completed ~~an accredited food handler training course within 30 days of hire. a city food handler sanitation training course within two weeks of employment or the next such course scheduled thereafter. Satisfactory completion of a city food handler sanitation training course constitutes authority to permit a person to accept employment or work in, around, or about all food and beverage establishments for a period of one year. Exception: All volunteers within a nonprofit organization shall not be required to attend such course, but all food preparation and serving activities must be directly supervised by someone who has satisfactorily completed a City of Schertz food handler sanitation training course.~~

(Ord. No. 03-H-09, § 7½-5, 3-4-2003) **SB 1089 (B-1)**

Sec. 34-26. - Examination and condemnation of unwholesome or questionable food or drink.

- (a) Samples of food, drink and other substances shall be taken and examined by the health official as often as ~~he deems~~ **deemed** necessary for the detection of unwholesomeness and deleterious qualities. The health official may condemn and forbid the sale of or cause to be removed or destroyed, any food or drink which is unwholesome or deleterious.
- (b) Any food which appears to the health official to be of a questionable nature from the standpoint of wholesomeness or possible deleterious quality may be held for further examination by attaching a "City of Schertz Retained" tag to the item(s) foodstuffs so retained and may not be removed or disturbed without the permission of the health official. The city health official shall promptly proceed by examination, laboratory or otherwise to determine the wholesomeness of such food. As soon as such wholesomeness has been determined, such food must be immediately released. If however, such food is found to be unwholesome or deleterious, the health official must promptly condemn such food as herein stated and shall file petition in a court of competent jurisdiction for injunction to restrain the owner from selling such condemned food and to obtain order for destruction of such unwholesomeness or deleterious food or drink.

(Ord. No. 03-H-09, § 7½-6, 3-4-2003)

Sec. 34-27. - Procedure when infection suspected.

When suspicion arises as to the possibility of transmission of infection from any food ~~and beverage~~ establishment employee, the health official is authorized to require any or all of the following measures:

- (1) The immediate exclusion of the employee from all food ~~and beverage~~ establishments.

- (2) The immediate closing of the food and beverage establishment concerned until no further danger of disease outbreak exists in the opinion of the health official.
- (3) ~~Adequate medical examination of the employee and of his associates with such laboratory examinations as may be indicated.~~ **Requiring appropriate medical examinations, including collection of specimens for laboratory analysis, of a suspected food employee or conditional employee.**

(Ord. No. 03-H-09, § 7½-7, 3-4-2003)

Sec. 34-28. - Permits.

- (a) It shall be unlawful for any person to operate a food ~~and/or beverage~~ establishment, or temporary food ~~and/or beverage~~ establishment without a valid food ~~and/or beverage~~ establishment permit or mobile food permit registration issued by the city. All permits expire on September 30 of each year and are due and payable on October 1 of each year. Permits are not transferable from one establishment to another or from one person to another. Mobile food permit registrations expire on the date of expiration from the issuing health inspection agency. Permits and mobile food permit registration must be posted in a conspicuous place.
- (b) Mobile food ~~vendors~~ **units** may operate in the city without a health inspection from the city if they possess a valid mobile food health permit from another state municipal, or county health inspection agency. To operate in the city, the mobile food ~~vendor~~ **unit** must register with the city health official and pass a fire safety inspection conducted by the city fire department if one has not been completed by another state municipal, or county health inspection agency.
- (c) Mobile food ~~vendors~~ **units** who have a valid food health permit and fire safety inspection from another state municipal, or county health and fire inspection agency will have their registration fee waived, but will be required to register with the city.
- (d) All permits and city registrations may be suspended or revoked by the health official upon the violation by the holder of any of the terms of this article, following which, unless corrections are immediately made, action may be instituted in the name of the city in any court of competent jurisdiction to obtain a restraining order or permanent injunction preventing such person from operating unless immediate compliance with the provisions of this article is obtained. Revocation of a permit or mobile food permit registration for any cause whatsoever is still affected by the issuance of the statement that the permit or mobile food permit registration may be made at any time and will be approved provided that full compliance of the provisions of this article is accomplished.
- (e) Whenever a food ~~and/or beverage~~ establishment is constructed or extensively remodeled or whenever an existing structure is converted to use as a food ~~and/or beverage~~ establishment, properly prepared plans and specifications for such construction, remodeling or conversion shall be submitted to the city for review before work is begun. Extensive remodeling means that 20 percent or greater of the area of the food ~~and/or beverage~~ establishment is to be remodeled. The plans and specifications shall indicate the proposed layout, equipment arrangement, mechanical plans and construction materials of work area, and the type of model of proposed fixed equipment and facilities. The city will approve the plans and specifications if they meet the requirements of the rules contained in this article. The approved plans and specifications must be followed in construction, remodeling or conversion prior to opening for business; each new establishment will be inspected by the health official to ensure compliance with this article.

(Ord. No. 03-H-09, § 7½-8, 3-4-2003; Ord. No. 07-H-32, I, 7-3-2007; Ord. No. [20-H-25](#), § 1, 8-25-2020)

Sec. 34-29. - Penalty.

Any person, firm, corporation or agent who shall violate a provision of this article, or fail to comply therewith, or with any other requirements thereof, shall be guilty of a Class C misdemeanor. Such person shall be considered

guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this article is committed or continued, and upon conviction of any such violation, such person shall be punished by a fine not to exceed \$2,000.00.

(Ord. No. 03-H-09, § III, 3-4-2003; Ord. No. 07-H-32, I, 7-3-2007)

Secs. 34-30—34-46. - Reserved.

ARTICLE I. - IN GENERAL

Sec. 34-1. - Appointment of health official.

The health official shall be appointed by the city manager.

(Ord. No. 03-H-09, § 7½-1, 3-4-2003; Ord. No. 07-H-32, I, 7-3-2007; Ord. No. [20-H-25](#), § 1, 8-25-2020)

Sec. 34-2. - Duties and powers of the health official.

(a) *Generally.* The health official is hereby authorized and directed to enforce the provisions of this chapter and other related ordinances of the city. The health official shall have the authority to render interpretations of this chapter and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this chapter and shall not have the effect of waiving requirements specifically provided for in this chapter.

(b) *Health official qualifications.* The health official shall either:

(1) Be a Registered Professional Sanitarian in Texas, a Sanitarian-in-Training of the Texas Administration Code, or a Registered Environmental Health Specialist (REHS)

(2) Meet the Food and Drug Administration Voluntary National Retail Food Regulatory Program Standards basic curriculum and field training elements, as accepted by the Texas Department of State Health Services.

(c) *Assistant inspector appointment and qualifications.* The city manager, or their designee, may appoint such additional officers, inspectors, assistants, and other employees as shall be authorized from time to time. Such employees shall hold a code enforcement license issued by Texas Department of Licensing & Regulation and have such powers as are delegated by the health official.

(d) *Inspection agencies.* The city manager, or their designee, is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the city's established requirements as to qualifications and reliability.

(e) *Fees and salary.* The fees, salary, or both for the health official shall be set in the annual budget of the inspection department approved by the city council. All fees shall be as set forth in the city fee schedule.

(f) *Right of entry.* It shall be unlawful for any person to interfere, hinder, or delay the health official, or officers in the discharge of any duties under this chapter or to refuse to comply with the orders of the health official. The health official shall issue all necessary notices or orders to ensure compliance with this chapter.

(g) *Orders of correction.* The health official shall have the authority whenever, in his or her opinion, a nuisance detrimental to health exists to cause the same to be abated or removed.

(h) *Appeals.* The city manager shall hear and decide on all appeals or orders, decisions, or determinations made by the health official relative to the application and interpretation of this chapter.

(i) *Liability.* The health official and other city employees charged with the enforcement of this chapter shall not be held personally liable for any damage accruing to persons or property as a result of any act or omission while performing the duties required by this chapter, so long as such health official or other city employee is acting in good faith and without malice.

(Ord. No. 03-H-09, § 7½-2, 3-4-2003; Ord. No. 07-H-32, I, 7-3-2007; Ord. No. [20-H-25](#), § 1, 8-25-2020)

Sec. 34-3. - Permit fees.

Please reference the current city fee schedule.

(Ord. No. 03-H-09, Exh.1, 3-4-2003; Ord. No. 07-H-32, Exh. 1, 7-3-2007; Ord. No. [20-H-25](#), § 1, 8-25-2020)

Secs. 34-4—34-21. - Reserved.

ARTICLE II. - FOOD ESTABLISHMENTS ^[2]

Footnotes:

--- (2) ---

State Law reference— *Municipal regulatory authority concerning food service employees not preempted by state regulation, Tex. Health and Safety Code, § 438.037; municipality which is member of public health district not prohibited from regulating or administering permit system concerning food service establishments, Tex. Health and Safety Code, § 437.004(d).*

Sec. 34-22. - Adoption of Texas Food ~~and Beverage~~ Establishment Rules.

A person operating a retail food establishment, vending machine, self-service food market, mobile food units, temporary food establishments, farmers market, shall comply with this chapter and, the city adopts the Texas Administrative Code Title 25, Part 1, Chapter 228 (Texas Food Establishment Rules) Chapter 229, Subchapter N (Current Good Manufacturing Practice And Good Warehousing Practice In Manufacturing, Packing And Holding Human Food) and Chapter 229, Subchapter FF, (Farmers' Markets).

(Ord. No. 07-H-32, II, 7-3-2007; Ord. No. [17-M-10](#), § 1, 3-7-2017)

Sec. 34-23. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings, ascribed to them in the section, except where the context clearly indicates a different meaning:

Authorized agent or employee means the health official and other officers representing the City of Schertz pursuant to this article.

Farmers market: refer to Schertz Unified Development Code Article 16. Definitions.

Food establishment shall mean any place where food is prepared and intended for individual portion service. This includes the site at which individual portions are provided for consumption on or off the premises and regardless of whether there is a charge for the food.

Food handler shall mean a person, regardless of age, engaged in the preparation, handling, or vending of food.

Mobile food permit registration means a mobile food unit with a current and valid mobile food unit health permit from another state municipal, or county health inspection agency that registers to operate within the city limits.

Mobile food unit shall mean a food service vendor that operates a vehicle-mounted or wheeled unit that is capable of being readily moveable. Mobile food unit does not mean a stand, booth, pushcart, or peddle cart.

Permit means a license to operate a food establishment within the City of Schertz for a specified period of time for a stated fee as established in [section 34-3](#) of this chapter.

Regulatory authority means the City of Schertz.

Self-Service Food Market means a market that is unstaffed and offers prepackaged non-time/temperature control for safety (TCS) food and prepackaged refrigerated or frozen time/temperature controlled for safety (TCS) food that is stored and displayed in equipment that complies with §228.225 of this title.

State rules means rules described in [section 34-22](#). These rules are also known as the Texas Food Establishment Rules.

Temporary food establishment shall mean a food establishment that operates for a period of no more than 14 consecutive days in conjunction with a single event or celebration.

(Ord. No. 03-H-09, § 7½-3, 3-4-2003; Ord. No. 07-H-32, I, 7-3-2007; Ord. No. [20-H-25](#), § 1, 8-25-2020)

Sec. 34-24. - Inspection of food establishment.

- (a) In addition to the rules adopted in [section 34-22](#), the City of Schertz adopts by reference the provisions of current rule or rules as amended by the Texas Board of Health found in Title 25 of the Texas Administrative Code, Chapter 217, Milk and Dairy, subchapter C, rules for Manufacture of Frozen Desserts; rule 217.45, Examination and Standards for Frozen Desserts.
- (b) As often as deemed necessary for the proper enforcement of the provisions of this article and the state rules, the health official shall prioritize, and conduct more frequent inspections based upon its assessment of a food establishment. Mobile food units with a valid mobile food permit registration from the city are subject to random inspections, or investigation of complaints on mobile food unit. The mobile food unit or person operating the food establishment shall, upon request of the health official, permit access and allow the inspection of all parts of the establishment or vending unit.

- (c) In case of any items of violation identified by or brought to the attention of the health official, the person in charge of such establishment or vending unit shall be advised of the violation. A second inspection will be made as the health official deems sufficient for correction of the violation.
- (d) In the interest of public clarification, the results from compiling the inspection report will be converted to a grading placard with the letter "A" being the highest level of food service operation and "F" being lowest. The criteria for the various *certificates are:

Grade "A" Attain sanitation score of 90 or above;
 Grade "B" Attain sanitation score of 89 - 80;
 Grade "C" Attain sanitation score of 79 - 70;
 Grade "D" Attain sanitation score of 69-60;
 Grade "F" Attain a sanitation score of 59 or below.

- (e) The most recent scored inspection report or mobile food permit registration

shall be issued and a copy shall be posted by the establishment and posted immediately at some conspicuous location near the front of the premises where it will be clearly visible to all patrons. The inspection report or registration shall not be defaced and may not be removed by any person except the health official. Violation of this section shall be a class C misdemeanor punishable by a fine not to exceed \$200.00 per day that the inspection report is removed, moved or defaced and/or suspension of the food establishment permit for 30 days.

- (f) Mobile food unit requirements:

- (1) Mobile food units may vend on private property, properly zoned, and with the written permission of the property owner/agent granting employees of the mobile food unit access to approved flush type toilet facilities, connected to an approved type sewage system on the private commercial property during hours of operation.
- (2) Mobile food units shall be parked on a paved surface and in clean surroundings. No mobile food unit shall be parked in violation of section 21.8.9 of the Unified Development Code.
- (3) The total noise level of any mobile food establishment shall comply with Sec. 54-14 of the Code of Ordinances.

Sec. 34-25. - Food handler sanitation training course.

It shall be unlawful for any employer to employ any person to be employed as a food handler without such employee having completed an accredited food handler training course within 30 days of hire.

(Ord. No. 03-H-09, § 7½-5, 3-4-2003) SB 1089 (B-1)

Sec. 34-26. - Examination and condemnation of unwholesome or questionable food or drink.

- (a) Samples of food, drink and other substances shall be taken and examined by the health official as often as deemed necessary for the detection of unwholesomeness and deleterious qualities. The health official may condemn and forbid the sale of or cause to be removed or destroyed, any food or drink which is unwholesome or deleterious.
- (b) Any food which appears to the health official to be of a questionable nature from the standpoint of wholesomeness or possible deleterious quality may be held for further examination by attaching a "City of Schertz Retained" tag to the item(s) foodstuffs so retained and may not be removed or disturbed without the permission of the health official. The city health official shall promptly proceed by examination, laboratory or otherwise to determine the wholesomeness of such food. As soon as such wholesomeness has been determined, such food must be immediately released. If, however, such food is found to be unwholesome or deleterious, the health official must promptly condemn such food as herein stated and shall file petition in a court of competent jurisdiction for injunction to restrain the owner from selling such condemned food and to obtain order for destruction of such unwholesomeness or deleterious food or drink.

(Ord. No. 03-H-09, § 7½-6, 3-4-2003)

Sec. 34-27. - Procedure when infection suspected.

When suspicion arises as to the possibility of transmission of infection from any food establishment employee, the health official is authorized to require any or all of the following measures:

- (1) The immediate exclusion of the employee from all food establishments.
- (2) The immediate closing of the food establishment concerned until no further danger of disease outbreak exists in the opinion of the health official.
- (3) Requiring appropriate medical examinations, including collection of specimens for laboratory analysis, of a suspected food employee or conditional employee.

(Ord. No. 03-H-09, § 7½-7, 3-4-2003)

Sec. 34-28. - Permits.

- (a) It shall be unlawful for any person to operate a food establishment, or temporary food establishment without a valid food establishment permit or mobile food permit registration issued by the city. All permits expire on September 30 of each year and are due and payable on October 1 of each year. Permits are not transferable from one establishment to another or from one person to another. Mobile food permit registrations expire on the date of expiration from the issuing health inspection agency. Permits and mobile food permit registration must be posted in a conspicuous place.
- (b) Mobile food units may operate in the city without a health inspection from the city if they possess a valid mobile food health permit from another state municipal, or county health inspection agency. To operate in the city, the mobile food unit must register with the city health official and pass a fire safety

inspection conducted by the city fire department if one has not been completed by another state municipal, or county health inspection agency.

- (c) Mobile food units who have a valid food health permit and fire safety inspection from another state municipal, or county health and fire inspection agency will have their registration fee waived, but will be required to register with the city.
- (d) All permits and city registrations may be suspended or revoked by the health official upon the violation by the holder of any of the terms of this article, following which, unless corrections are immediately made, action may be instituted in the name of the city in any court of competent jurisdiction to obtain a restraining order or permanent injunction preventing such person from operating unless immediate compliance with the provisions of this article is obtained. Revocation of a permit or mobile food permit registration for any cause whatsoever is still affected by the issuance of the statement that the permit or mobile food permit registration may be made at any time and will be approved provided that full compliance of the provisions of this article is accomplished.
- (e) Whenever a food establishment is constructed or extensively remodeled or whenever an existing structure is converted to use as a food establishment, properly prepared plans and specifications for such construction, remodeling or conversion shall be submitted to the city for review before work is begun. Extensive remodeling means that 20 percent or greater of the area of the food establishment is to be remodeled. The plans and specifications shall indicate the proposed layout, equipment arrangement, mechanical plans and construction materials of work area, and the type of model of proposed fixed equipment and facilities. The city will approve the plans and specifications if they meet the requirements of the rules contained in this article. The approved plans and specifications must be followed in construction, remodeling or conversion prior to opening for business; each new establishment will be inspected by the health official to ensure compliance with this article.

(Ord. No. 03-H-09, § 7½-8, 3-4-2003; Ord. No. 07-H-32, I, 7-3-2007; Ord. No. [20-H-25](#), § 1, 8-25-2020)

Sec. 34-29. - Penalty.

Any person, firm, corporation or agent who shall violate a provision of this article, or fail to comply therewith, or with any other requirements thereof, shall be guilty of a Class C misdemeanor. Such person shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this article is committed or continued, and upon conviction of any such violation, such person shall be punished by a fine not to exceed \$2,000.00.

(Ord. No. 03-H-09, § III, 3-4-2003; Ord. No. 07-H-32, I, 7-3-2007)

Secs. 34-30—34-46. - Reserved.

MUNICIPAL CODE

CHAPTER 34

PROPOSED UPDATE

AMANDA CANTU
SANITARIAN

Sanitarians

Health and Sanitation is the part of the City's Neighborhood Services Division responsible for protecting the health and safety of the citizens and visitors within Schertz.

Sanitarians otherwise known Health Inspectors serve our community in a variety of ways. We ensure that food establishments, mobile food units, temporary food events, commercial swimming pools, and childcare facilities meet safe and sanitary requirements. Some additional duties include plan review for food establishments, responding to complaints on hotels for health and safety standards, and review other public health nuisance concerns

We are everywhere!



Neighborhood Services

STATISTICS

Types	# of Establishments	Total # of Inspections Yearly
Retail Food Service Establishments	174	308
Schools	16	32
Mobile Food Units	32	
Temporary Food Event	97	97
Swimming Pools	28	28
Foster Care	10	10



CURRENT LANGUAGE TO MATCH STATE LAW

- Sec. 34-25 Schertz food handler sanitation training course to follow state law. Remove language from referring to a Schertz training course
- Update language/terminology/definitions to match State rules throughout chapter 34.
- Self-Service Food Market and Food Establishment
- Update referrals to the Texas Department of Health to Department of State and Health Services.(DSHS)
- Registered Environmental Health Specialist (REHS)
- Texas Administrative Code updated section numbers from 217.65 to 217.45
- SB 577 required reporting from jurisdictions

MOBILE FOOD UNIT

Proposed additions

- Mobile food units may vend on private property, properly zoned, and with the written permission of the property owner/agent granting employees of the mobile food unit access to approved flush type toilet facilities, connected to an approved type sewage system on the private commercial property during hours of operation.
- Mobile food units shall be parked on a paved surface and in clean surroundings. No mobile food unit shall be parked in violation of section Sec 21.8.9 of the Unified Development Code.
- The total noise level of any mobile food establishment shall comply with Sec. 54-14 of the Code of Ordinances.

FUTURE UPDATES

- FDA Food code is updated every 5 years
- The FDA Food code, 2022 edition to include, revisions, amendments and corrections, published by the Department of State and Health Services, is hereby adopted by the reference as FDA Food code of the City of Schertz, Texas, subject to and including such amendments as herein shall appear. The state of Texas will mandate all future code editions through Department of State and Health Services (DSHS) as to the date of future adoptions.

CONTACT US

Mailing Address

1400 Schertz Pkwy, Bldg. 1 Schertz, TX. 78154

Phone Number

(210) 619-1650

E-mail Address

healthinspector@schertz.com



COMMENTS & QUESTIONS

CITY COUNCIL MEMORANDUM

City Council Meeting: February 20, 2024
Department: Planning & Community Development
Subject: Resolution 24-R-07 - Conduct a public hearing and consider a resolution accepting a petition for voluntary annexation of approximately 7-acres, a portion of Bexar County Property Identification Number 339286, also known as 8215 Trainer Hale Road, City of Schertz, Bexar County, Texas. (B.James/L.Wood/D.Marquez)

BACKGROUND

Annexation of land into the City's corporate limits may be voluntary or involuntary. The Texas Local Government Code (LGC) provides requirements and outlines the process based on the annexation type. The proposed annexation is voluntary and on request of the owner HLH Development LLC, thus Chapter 43, Subchapter C-3 of the Texas Local Government Code applies. The City's Unified Development Code (UDC) Section 21.4.8 includes provisions for processing of voluntary annexation requests.

HLH Development, LLC has submitted a petition for voluntary annexation to the City of Schertz for approximately 7.7 acres of land, a portion of Bexar County Property Identification Number 339286, also known as 8215 Trainer Hale Road, City Of Schertz, Bexar County.

Upon City Council accepting HLH Development, LLC's current petition for voluntary annexation of the approximately 7.7 acres, it would initiate the process to annex and zone the property. The adoption of resolution 24-R-07 does not annex the subject property, but allows City Council to annex the property by ordinance in the future. An ordinance for annexation of the subject property must be approved by City Council to annex the property, which is tentatively scheduled for the April 2, 2024, City Council meeting. The annexation ordinance will be accompanied by a service agreement to meet the requirements of UDC Section 21.4.8 and LGC § 43.0672. The applicant has also requested to zone the subject property, upon annexation, Single Family Residential District (R-1). The zoning application to accompany the annexation is tentatively scheduled for the March 6, 2024 Planning and Zoning Commission meeting.

A public hearing notice was published on January 31, 2024, in the San Antonio Express News.

GOAL

HLH Development, LLC is requesting voluntary annexation into the City of Schertz because of their desire to be located within the Schertz City limits and their desire to develop the property in accordance with the requested Single Family Residential District (R-1) zoning district.

COMMUNITY BENEFIT

Promote the safe, orderly, efficient development and ensure compliance with the City's vision of future growth.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Resolution 24-R-07 accepting a petition for voluntary annexation.

FISCAL IMPACT

The approval of Resolution 24-R-07 accepting a petition for voluntary annexation does not have a financial impact on the City; however, the end annexation of the property will. In accordance with Texas Local Government Code (LGC) Chapter 43, the City must provide services to the land on the effective date of the annexation.

RECOMMENDATION

Approval of Resolution 24-R-07.

Attachments

Resolution 24-0-7 with attachments

Aerial Exhibit

City Council Presentation Slides

RESOLUTION NO. 24-R-07

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS ACCEPTING A PETITION FOR VOLUNTARY ANNEXATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF SCHERTZ

WHEREAS, a petition for annexation from HLH Development, LLC of approximately 7.7 acres, a portion of Bexar County Property Identification Number 339286, also known as 8215 Trainer Hale Road, Bexar County, Texas and more specifically described in the Exhibit A attached herein (herein, the “Property”) has been filed with the City ; and

WHEREAS, Texas Local Government Code Section 43.0671 authorizes the City of Schertz to extend its City Limit boundaries through the voluntary annexation of area adjacent to those boundaries upon petition of a landowner; and

WHEREAS, the complete petition packet is attached hereto as Exhibit B; and,

WHEREAS, the City Staff has recommended that the petition for annexation be accepted; and

WHEREAS, upon accepting the petition for voluntary annexation of the subject property, the City may annex the property by adoption of an ordinance.

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

Section 1. The City Council hereby accepts the Petition for Voluntary Annexation.

Section 2. The City Council shall act upon the Petition for Voluntary Annexation and annex the subject property by ordinance at a future meeting of the City Council at such time the City Council deems to be in the best interest of the City.

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

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

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

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be

valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

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

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

PASSED AND ADOPTED, this ____ day of _____, 2024.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit "A"
Legal Metes and Bounds

Field Notes for a Tract of Land
Containing 7.678 acres (334,447.73 square feet) of land

A 7.678 acre (334,447.73 square feet) tract of land, situated in the Eligio Gortari Survey Number 2, Abstract Number 5, Bexar County, Texas, being all of a 6.496 acre tract as conveyed to HLH Properties, LLC, by Warranty Deed with Vendor's Lien as recorded in Document Number 20230226067, and all of a 1.182 acre tract as conveyed to HLH Properties, LLC, by Warranty Deed as recorded in Document Number 20230226071, both of the Official Public Records of Bexar County, Texas, said 7.678 acre (334,447.73 square feet) tract of land being more particularly described as follows:

Commencing at a found iron rod with a red plastic cap, having Texas State Plane Coordinates of N:13,729,126.04, E:2,016,609.51, being an interior corner on the southwesterly boundary of a 100.939 acre tract as conveyed to Allen Wiederstein, by Warranty Deed as recorded in Volume 7849, Page 1552, and being the north corner of Lot 23, Block 4, designated as a 13.662 acre Park/Open Space, as shown on plat of Hallies Cove Subdivision Unit 3, as recorded in Volume 20001, Pages 1525-1526, as conveyed to City of Schertz, Texas, by Special Warranty Deed as recorded in Document Number 20210200624, all of the Official Public Records of Bexar County, Texas;

Thence, with a southeast boundary of said 100.939 acre tract, being the northwest boundary of said Lot 23, Block 4, South 59 degrees 41 minutes 15 seconds West, passing a southwesterly corner of said 100.939 acre tract, being the east corner of the remainder of a 20 acre tract as conveyed to Joylene Schmoekel Herrera, by Executrix's Deed as recorded in Volume 6795, Page 1896, of the Official Public Records of Bexar County, Texas, and continuing said course with the southeast boundary of the remainder of said 20 acre tract, being the northwest boundary of said Lot 23, Block 4, for a total distance of 498.01 feet to the **Point of Beginning**, having Texas State Plane Coordinates of N:13,728,874.68, E:2,216,179.58, being the south corner of the remainder of said 20 acre tract, and being the east corner of both said 1.182 acre tract and of the herein described tract;

Thence, continuing with the northwest boundary of said Lot 23, being the southeast boundary of said 1.182 acre tract, South 59 degrees 41 minutes 15 seconds West, passing the south corner of said 1.182 acre tract, being the east corner of said 6.496 acre tract, and continuing said course with the northwest boundary of said Lot 23, being the southeast boundary of said 6.496 acre tract, for a total distance of 470.01 feet to a point, being an interior corner of said Hallies Cove Subdivision Unit 3, and being the south corner of both said 6.496 acre tract and of the herein described tract;

Thence, with the southwest boundary of said 6.496 acre tract, being the northeast boundary of said Hallies Cove Subdivision Unit 3, North 30 degrees 18 minutes 35 seconds West, passing the north corner of Lot 29, Block 4 as shown on said Hallies Cove Subdivision Unit 3, being the east corner of Lot 30, Block 4, as shown on plat of Hallies Cove Subdivision Unit 5, as recorded in Volume 20002, Pages 76-79, of the Official Public Records of Bexar County, Texas, and continuing said course with the northwest boundary of said Hallies Cove Subdivision Unit 5, being the southwest boundary of said 6.496 acre tract, for a total distance of 912.72 feet to a point, being an interior corner of said Hallies Cove Subdivision Unit 5, and being the west corner of both said 6.496 acre tract and of the herein described tract;

Thence, with a southeast boundary of said Hallies Cove Subdivision Unit 5, being the northwest boundary of said 6.496 acre tract, North 59 degrees 41 minutes 00 seconds East, passing the north corner of said 6.496 acre tract, being the west corner of said 1.182 acre tract, and continuing said course with a southeast boundary of said

Exhibit "A" - Legal Metes and Bounds

Hallies Cove Subdivision Unit 5, being the northwest boundary of said 1.182 acre tract, for a total distance of 323.00 feet to a point, being the south corner of a 69.4 acre tract as conveyed to Joylene Schmoekel Herrera, by said Executrix's Deed as recorded in Volume 6795, Page 1896, being the southeast corner of said Lot 4, Block 10, and being an angle point in the northwest boundary of both said 1.182 acre tract and of the herein described tract;

Thence, with the southeast boundary of said 69.4 acre tract, being the northwest boundary of said 1.182 acre tract, North 59 degrees 43 minutes 43 seconds East, a distance of 22.00 feet to a point, being the west corner of the remainder of said 20 acre tract, and being the north corner of both said 1.182 acre tract and of the herein described tract;

Thence, leaving the southeast boundary of said 69.4 acre tract, with the southwesterly boundary of the remainder of said 20 acre tract, being the northeasterly boundary of said 1.182 acre tract, the following two (2) courses:

South 30 degrees 18 minutes 35 seconds East, a distance of 599.85 feet to a point, being an angle point in the herein described tract;

South 52 degrees 05 minutes 24 seconds East, a distance of 336.92 feet to the **Point of Beginning**, containing 7.678 acres (334,447.73 square feet) of land.

Note: Basis of bearings and coordinates cited were established from the State Plane Coordinate System, North American Datum of 1983, Texas South Central Zone. An exhibit of even date was prepared for this description.




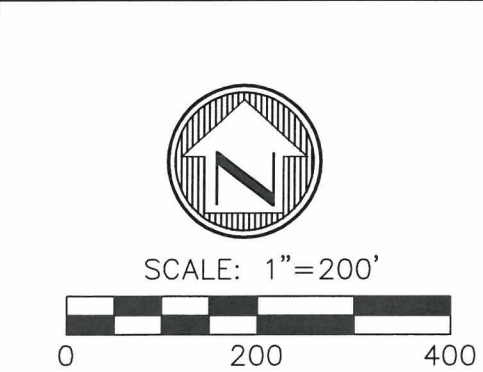
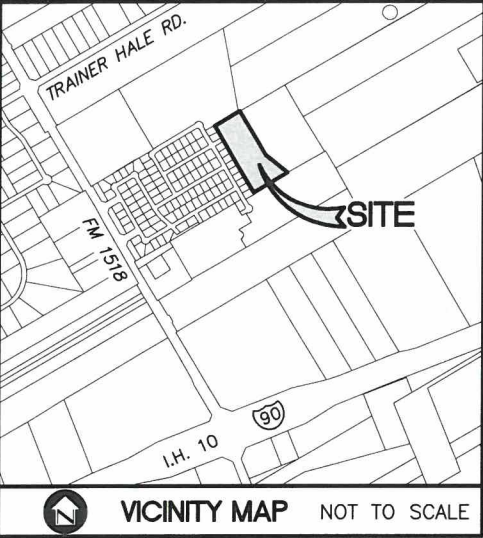

Stephanie L. James, R.P.L.S.
Registered Professional Land Surveyor
No. 5950
Date: 2024-01-23 Job No. 23164
ZDI

Exhibit "A" - Legal Metes and Bounds



LEGEND:
O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS
BEXAR COUNTY TEXAS



Moy Tarin Ramirez Engineers, LLC
TBPELS ENGINEERING F-5297/SURVEYING NO. 10131500
12770 CIMARRON PATH, SUITE 100 TEL: (210) 698-5051
SAN ANTONIO, TEXAS 78249 FAX: (210) 698-5085

• *Engineers*
• *Surveyors*
• *Planners*

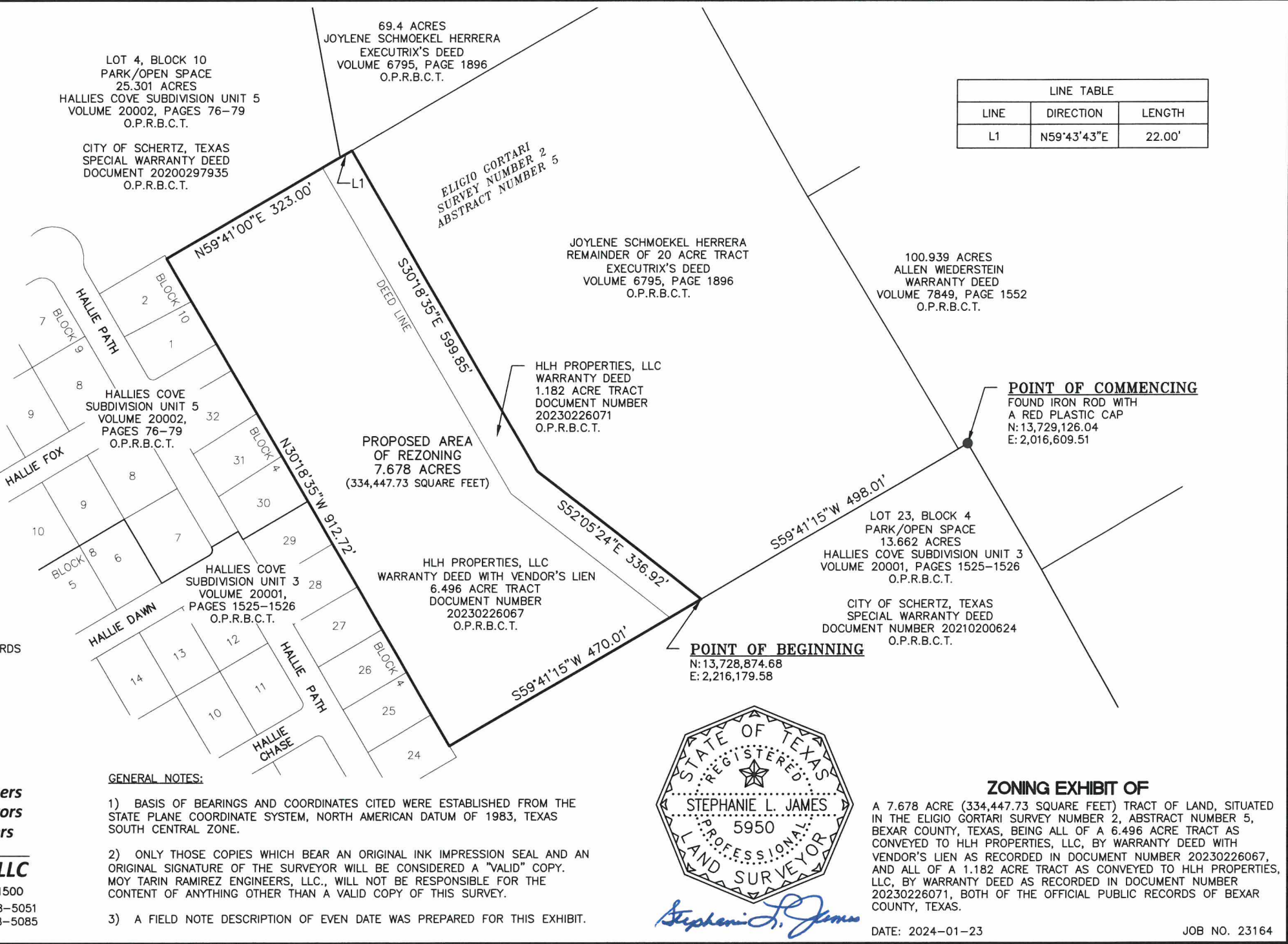


Exhibit “B”
Petition Packet

HLH PROPERTIES, LLC
13438 Bandera Rd, Suite 104
Helotes, Texas, 78023
Phone (210) 695 – 5490/Fax (210) 695 - 6580

February 2, 2024

City of Schertz
Community Development Department
1400 Schertz Pkwy., Building #1
Schertz, Texas 78154

Re: The Court at Hallies Cove (7.678 Acres)
Letter of Intent – Annexation

To whom it may concern,

The purpose of this letter is to provide context for the intent of developing a 7.678-acre tract into a single-family residential subdivision, which is to be annexed by the City of Schertz. The tract is located approximately 2700' northeast of the intersection of Interstate Highway 10 E and E FM 1518 N and adjacent to existing Hallies Cove Subdivision Unit 3 and Unit 5.

The proposed subdivision is located outside the City of Schertz but within the Schertz Extraterritorial Jurisdiction (ETJ). The current zoning for the entire development is Development Agreement (DVL). Upon annexation, the development will rezone to an R-1 zoning district (Single-Family Residential) for the entire tract. Development of the 7.678 acres will occur in 1 phase in which will consist of 19 residential lots with minimum square footage of (9600 sqft). Lot sizes and setbacks within the Court at Hallies Cove will vary based on the proposed housing but will be compliant with the approved development standards for an R-1 Zoning District and will meet dimensional requirements defined in the UDC for an R-1 Zoning District.

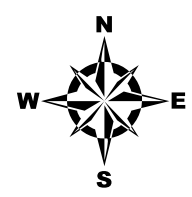
Sincerely,
HLH Properties, LLC
13438 Bandera Rd, Suite 104
Helotes, Texas, 78023



Harry Hausman,
Owner



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



The Court at Hallies
Cove Subdivision
(PLANX20230280)

- | | | | |
|--------------------|----------------------------|----------------------------------|--------------------------------|
| <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 |

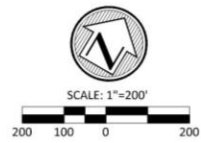




Resolution 24-R-07

Accepting a Petition of Annexation of 7.7 acres

Daisy Marquez | PLANNER



SCHERTZ ETJ
CITY OF SCHERTZ

LEGEND

- PROPERTY BOUNDARY
- 200' NOTIFICATION LINE
- SCHERTZ CITY LIMITS
- 100-YR FEMA FLOODPLAIN
- O.P.R.B.C.T. AC.
- OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS ACRES

PROPERTY INFORMATION AND LAND USE

- Owner Name and Address:**
PROPERTY ID: 1337460
LUERA JOEL ORLANDO & RUANA
EVANGELISTA
7034 HALLIE PATH & SHERRI L
SCHERTZ, TX 78154
DEED NUMBER: 20210329542
- Owner Name and Address:**
PROPERTY ID: 1337489
SMITH STEVEN MCKINLEY & SMITH
AMANDA MALONSON
7028 HALLIE PATH
SCHERTZ, TX 78154
DEED NUMBER: 20210299856
- Owner Name and Address:**
PROPERTY ID: 1337466
JONES VALLERIE L
7016 HALLIE PATH
SCHERTZ, TX 78154
DEED NUMBER: 20210325954
- Owner Name and Address:**
PROPERTY ID: 1337465
COOPER DEBRA L LAINE
7010 HALLIE PATH
SCHERTZ, TX 78154
DEED NUMBER: 20210266101
- Owner Name and Address:**
PROPERTY ID: 1337464
MORRIS KEITH & KIMBERLY
LYNETTE
7004 HALLIE PATH
SCHERTZ, TX 78154
DEED NUMBER: 20210325849
- Owner Name and Address:**
PROPERTY ID: 1314101
BOBINSON DARYL STEPHEN JR &
LAURA MAY
6998 HALLIE PATH
SCHERTZ, TX 78154
DEED NUMBER: 20200291508
- Owner Name and Address:**
PROPERTY ID: 1314100
MEDINA JACQUELYN DUMLAO &
CRUZ JONATHAN
6992 HALLIE PATH
SCHERTZ, TX 78154
DEED NUMBER: 20200250386
- Owner Name and Address:**
PROPERTY ID: 1314099
PRATT LESLIE LYNN
6986 HALLIE PATH
SCHERTZ, TX 78154
DEED NUMBER: 20200096467
- Owner Name and Address:**
PROPERTY ID: 1314098
NEDOROSCIK JASON MICHAEL &
ALLISON NATASHA
6980 HALLIE PATH
SCHERTZ, TX 78154-2882
DEED NUMBER: 20200283336
- Owner Name and Address:**
PROPERTY ID: 1314097
PADILLA BENJAMIN & AMANDA
6974 HALLIE PATH
SCHERTZ, TX 78154
DEED NUMBER: 20200161604
- Owner Name and Address:**
PROPERTY ID: 1314096
GREER WILL STACY & LORETTA ANN
6968 HALLIE PATH
SCHERTZ, TX 78154
DEED NUMBER: 20200145274
- Owner Name and Address:**
PROPERTY ID: 1337481
BAUCUM DWAYNE & AUTUMN
13236 HALLIE GLADE
SCHERTZ, TX 78154
DEED NUMBER: 20210319900
- Owner Name and Address:**
PROPERTY ID: 1337482
THOMPSON AMAL & DANIELLE
13239 HALLIE FOX
SCHERTZ, TX 78154
DEED NUMBER: 20220032891
- Owner Name and Address:**
PROPERTY ID: 1337468
JOHNSON JOHNNIE FRANKLIN JR &
ELLA M
13238 HALLIE FOX
SCHERTZ, TX 78154
DEED NUMBER: 20210161531
- Owner Name and Address:**
PROPERTY ID: 1337467
MATHIS BOBBY LEE
13177 HALLIE DAWN
SCHERTZ, TX 78154
DEED NUMBER: 20210174502
- Owner Name and Address:**
PROPERTY ID: 1314107
FREDSON TINA MARIE
13178 HALLIE DAWN
SCHERTZ, TX 78154
DEED NUMBER: 20200256737
- Owner Name and Address:**
PROPERTY ID: 1314106
HAMILTON HAROLD W JR &
MARQUITA
13181 HALLIE CHASE
SCHERTZ, TX 78154
DEED NUMBER: 20200255426
- Owner Name and Address:**
PROPERTY ID: 1314121
PARKMAN DAMON JEROME & TERESA
ALVARADO
13180 HALLIE CHASE
SCHERTZ, TX 78154
DEED NUMBER: 20200089342
- Owner Name and Address:**
PROPERTY ID: 1314122
ANDREWS EZEKIEL J & CHELSIE C
13197 HALLIE CREST
SCHERTZ, TX 78154
DEED NUMBER: 20200232564
- Owner Name and Address:**
PROPERTY ID: 139286
HERRERA JOYLENE S
8215 TRAINER HALL RD
SCHERTZ, TX 78154
VOL. 6795, PG. 1896, O.P.R.B.C.T.
- Owner Name:**
CITY OF SCHERTZ
1400 SCHERTZ PKWY
SCHERTZ, TX 78154
DEED NUMBER: 20210200624
- Owner Name:**
CITY OF SCHERTZ
1400 SCHERTZ PKWY
SCHERTZ, TX 78154
DEED NUMBER: 20200297935
- Owner Name:**
CITY OF SCHERTZ
1400 SCHERTZ PKWY
SCHERTZ, TX 78154
DEED NUMBER: 20200297935



DRAWN BY: HARRY HANSMAN
HJM DEVELOPMENT, LLC
13438 BANDERA RD.
HELOTES, TEXAS 78249
PH: (210) 698-5051

APPLICANT: PAUL LANDA, JR., P.E., CFM
MOY TARRIN RAMIREZ ENGINEERS, LLC
12770 DUNHAM PATH, SUITE 100
SAN ANTONIO, TEXAS 78249
PH: (210) 698-5051

SURVEYOR: STEPHEN E. JONES, RPLS
MOY TARRIN RAMIREZ ENGINEERS, LLC
12770 DUNHAM PATH, SUITE 100
SAN ANTONIO, TEXAS 78249
PH: (210) 698-5051



DRAWING NAME:
ANNEXATION EXHIBIT

PROJECT NAME:
THE COURT AT HALLIES COVE
27.678 AC. TO BE ANNEXED
INTO THE CITY OF SCHERTZ

PROJECT NO.: 23164

PREPARATION DATE: February 2, 2024

SCALE: 1"=200'

A 7.678 ACRE (334,453.68 SQUARE FEET) TRACT OF LAND, SITUATED IN THE ELIGIO GORTARI SURVEY NUMBER 2, ABSTRACT NUMBER 5, BEXAR COUNTY, TEXAS, BEING OUT OF A 20 ACRE TRACT AS CONVEYED TO JOYLENE SCHMOCKEL, HERRERA, BY EXECUTRIX'S DEED AS RECORDED IN VOLUME 6795, PAGE 1896, OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.

HLH PROPERTIES, LLC
13438 Bandera Rd, Suite 104
Helotes, Texas, 78023
Phone (210) 695 – 5490/Fax (210) 695 - 6580

February 2, 2024

City of Schertz
Community Development Department
1400 Schertz Pkwy., Building #1
Schertz, Texas 78154

Re: The Court at Hallies Cove (7.678 Acres)
Letter of Intent – Annexation

To whom it may concern,

The purpose of this letter is to provide context for the intent of developing a 7.678-acre tract into a single-family residential subdivision, which is to be annexed by the City of Schertz. The tract is located approximately 2700' northeast of the intersection of Interstate Highway 10 E and E FM 1518 N and adjacent to existing Hallies Cove Subdivision Unit 3 and Unit 5.

The proposed subdivision is located outside the City of Schertz but within the Schertz Extraterritorial Jurisdiction (ETJ). The current zoning for the entire development is Development Agreement (DVL). Upon annexation, the development will rezone to an R-1 zoning district (Single-Family Residential) for the entire tract. Development of the 7.678 acres will occur in 1 phase in which will consist of 19 residential lots with minimum square footage of (9600 sqft). Lot sizes and setbacks within the Court at Hallies Cove will vary based on the proposed housing but will be compliant with the approved development standards for an R-1 Zoning District and will meet dimensional requirements defined in the UDC for an R-1 Zoning District.

Sincerely,
HLH Properties, LLC
13438 Bandera Rd, Suite 104
Helotes, Texas, 78023



Harry Hausman,
Owner

Annexation Process

- The Approval of Resolution 24-R-07 does not annex the subject property – it only allows for City Council to annex the property by ordinance in the future.
- Annexation and zone change ordinances are tentatively scheduled to be heard at the April 2, 2024 City Council Meeting.
- The zoning application to accompany the annexation is tentatively scheduled for the March 6, 2024 Planning and Zoning Commission meeting.

Recommendation

Staff recommends approval of Resolution 24-R-07, accepting the petition for voluntary annexation of 7.7 acres.

COMMENTS & QUESTIONS

CITY COUNCIL MEMORANDUM

City Council Meeting: February 20, 2024
Department: Police Department
Subject: Schertz PD TCOLE 2023 Racial Profiling Report (S.Williams/J.Lowery)

BACKGROUND

Schertz PD is required by law to submit an annual Racial Profiling Report that collects incident-based data related to self-initiated traffic stops and/or vehicle contacts.

GOAL

Data analysis, audits, findings, and recommendations to assure adherence to statutory and Department requirement in mitigating racial profiling in policing.

COMMUNITY BENEFIT

Provides transparency and accountability to community members in addressing racial profiling practices with the Schertz PD.

SUMMARY OF RECOMMENDED ACTION

No recommendation necessary.

RECOMMENDATION

Continued efforts and due diligence to exceed statutory requirements in identifying and addressing, if necessary, racial profiling practices of the Schertz PD.

CITY COUNCIL MEMORANDUM

City Council Meeting: February 20, 2024
Department: Engineering
Subject: Monthly Update - Major Projects In Progress/CIP (B.James/K.Woodlee)

Attachments

February 2024 Major Project Update

CITY COUNCIL MEMORANDUM

City Council Meeting: February 20, 2024
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 and the community will be up to date on the progress of these large projects.

Facilities Projects:

1. Demolish/Remove Unoccupied City Buildings Project

Description – Demolish existing structures

- Project Status: Researching contractors
- Projected Completion: Unknown
- Project Cost: Staff will develop cost estimates in March.

Project Update: The structures at 1049 Live Oak Rd, 1298 Borgfeld Rd, and 11776 Lower Seguin Rd are structurally unstable, have lead and asbestos, not up to the City's current building codes, and have been unoccupied for some time. Currently the cost to repair each structure exceeds the value.

2. Building 10 Parks Renovation

Project Description – Improve the conditions of Building 10 Parks for city staff to work comfortably and provide more storage, correct code compliance and ADA accessibility issues, and build an adequate IT communication closet to provide internet services to all the city buildings located on Commercial Place.

- Project Status: Design
- Projected Completion: Dependent on funding availability
- Project Cost: estimated \$750,000
- Consultant: M&S Engineering

Project Update: City staff is currently reviewing the scope of work provided by M&S. The next step is finding funding and a contractor.

3. Kramer House Deck Replacement and Landscaping

Project Description – Replace and repair the deck, install a new staircase leading to the front of the building, extend the stone walk path, and landscape.

- Project Status: Partially Completed
- Projected Completion: Spring 2024

- Project Cost: \$5,000-\$10,000

Project Update: The deck repair and staircase installation were completed August 2023. City staff are actively working on quotes for landscaping that will include cleaning up some of the dead bushes/trees and flowers.

4. Fleet Building Parking Lot

Project Description – Pave the open grassy area located at 27 Commercial Place

- Project Status: Replat phase
- Projected Completion: Unknown
- Consultant: M&S Engineering/Unitech Consulting Engineers, Inc.
- Contractor: To be determined
- Cost: Consultant working to develop updated cost

Project Update: Unitech Consulting Engineers, Inc., is preparing the replat of the property in preparation for site planning, design, and construction of a paved parking and storage space at 27 Commercial Place.

Drainage Projects:

1. FM 78 South Channel Silt Removal

Project Description – Silt removal for the existing FM 78 South Drainage channel to include permitting, easement acquisition and construction.

- Project Status: Easement Acquisition and Construction
- Projected Completion: Fall of 2024
- Project Cost: Design \$32,100, Drainage Report \$4,600, Construction \$172,587 base bid, \$268,545 alternate in lieu
- Consultant: Unitech Consulting Engineers, Inc.
- Contractor: Contract has not yet been awarded

Project Update: City Staff are working with Unitech to coordinate easement acquisition services.

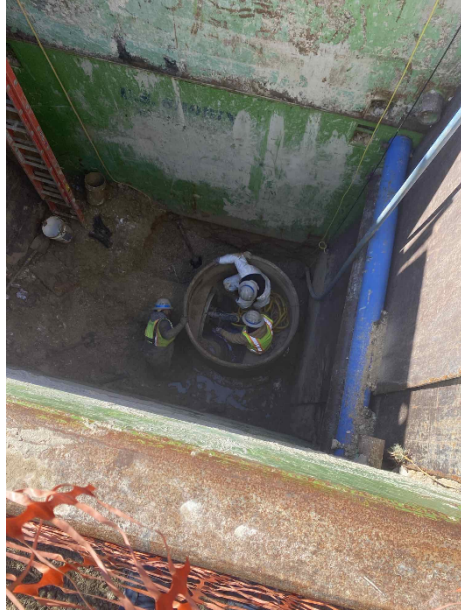
Water and Wastewater Projects:

1. Woman Hollering Creek Wastewater Interceptor Main and Lift Station

- Project Description – Design and construction of a sanitary sewer system to collect and convey wastewater to the future CCMA water reclamation plant off Trainer Hale Road in Southern Schertz. The system will consist of approximately 19,000 linear feet of 30” gravity wastewater line running generally along Woman Hollering Creek from the existing Sedona lift station on FM 1518 to a new lift station on IH 10 and approximately 6,000 feet of force main from the lift station to CCMA plant. It will also include an additional 18” gravity line approximately 1,500 feet in length that will first serve the Hallie’s Cove Subdivision. The system is necessary for the new CCMA plant to begin operation and to allow the existing Woman Hollering Lift Station at Sedona to be taken out of service.
- Project Status: Construction
- Projected Completion: Spring 2014
- Project Cost: Engineering/Design \$1,087,594, Land purchases, ROW, legal and advertising \$700,810, Construction \$11,100,000, totaling \$12,888,404
- Design Engineer: Cobb Fendley & Associates, Inc.

- Owner's Representative: AGCM, Inc.
- Contractor: Thalle Construction Co, Inc.

Project Update: Wastewater gravity and force mains are 95 percent complete – final testing is imminent. Final work on the new lift station is being completed. All electrical components have been received and final installation is underway. Work scheduled for the month of February into March includes coating of piping at the lift station, lift station site work, and systems testing in final preparation for startup. It is anticipated that flow will be sent to the CCMA plant in March 2024.



Construction crew working on base of manhole inside shoring box



View of lift station site from IH 10



View of lift station site piping pad, wet well, and jib crane

2. 24" Dedicated Transmission Main Design Phase II

Project Description – Construction of a 24" dedicated water transmission main to connect the Live Oak water storage facility to the IH 35 storage tank.

- Project Status: Design 90% complete, moving into Easement Acquisition
- Projected Completion: to be determined
- Project Cost: Design \$1,508,876, Easement Acquisition Estimate \$900,000, Construction estimate \$11,350,000
- Consultant: Kimley-Horn & Associates

Project Update: Phase I (route study) completed March 2021. Phase II (construction design) nearing completion. This project is on hold while staff work on other projects. Pre-100% design plans are complete. Plans to be reviewed, updates made as necessary once the construction phase is ready. Land acquisition agents reached out to property owners for temporary and permanent easements, several owners agreed to initial offers, meetings have been held with HOA representatives for Greenshire and Arroyo Verde to discuss the needed easements and impacts to the property. Staff will continue to work with the design consultant to make modifications to the specific alignment through the HOA greenbelts based on feedback from those communities.

3. Riata Lift Station Relocation (Design Phase)

- Project Description – Relocation of the Riata Lift Station ahead of TxDOT's IH 35 NEX project to remove it from conflict with the proposed highway improvements. The design phase included identification of a new site for the lift station, design of new lift station and design of the abandonment of the existing lift station. Property and easement acquisitions were required. The new lift station is needed to maintain sewer services.
- Project Status: In January 2024, the City has completed the acquisition of necessary easements and the existing lift station.
- Projected Completion: Spring 2025
- Project Cost: Design & Acquisition of easements and existing lift station \$478,000; Construction Estimate \$2,388,705 (to be reimbursed by TxDOT)
- Consultant: Utility Engineering Group, PLLC
- Contractor: This project has not yet been bid
- Project Update: Easements and the lift station property have been acquired. The next steps will be to prepare a bid package, award contract, and then begin construction.



4. FM 1518 Utility Relocations

Project Description – Relocation of water and sewer utilities to avoid conflicts as part of the TxDOT FM 1518 Improvement Project.

- Project Status: Design/Bid and Construction
- Projected Completion: Staff will provide expected completion of utility relocation after the pre-construction meeting on Feb. 20th
- Project Cost: Design NTE \$980,000, Construction \$8,986,837
- Consultant: Halff Associates
- Contractor: SER Construction Partners (TxDOT's General Contractor)

Project Update: TxDOT's contractor is expected to begin construction of FM 1518 improvements and the joint-bid utility relocations in April. A pre-construction meeting is scheduled for February 20th to discuss the utility relocation portion of the project. Design work for the Randolph backflow preventer is nearly complete. Once reviewed and approved by all parties, the design will be incorporated into the joint bid project.

5. Corbett Ground Storage Tank

Project Description – Construction a new 3-million-gallon Ground Storage Tank (GST). The GST will be used to fill the existing Corbett Elevated Storage Tank and provide additional water storage capacity. This new GST will receive water directly from the Schertz Seguin Local Government Corporation.

- Project Status: Construction Phase
- Projected Completion: May 2025
- Project Cost: Design \$466,265, Construction \$7,360,054
- Consultant: Unintech Consulting Engineers
- Contractor: Pesado Construction Co.

Project Update: The contractor has completed the excavation and compacted backfill of the tank foundation. Piping to the tank is being install in preparation of the foundation. Unintech has provided their recommendation on some of the last remaining submittals and responses to the contractor's requests for information (RFIs). Staff continues to work with Unintech to complete tasks needed to secure final award of the allocation from the congressional grant funding.

6. FM 2252 Utility Relocations

Project Description – Relocate existing water utilities to avoid conflicts as part of the TxDOT FM 2252 Project.

- Project Status: Construction
- Projected Completion: August 2023
- Project Cost: Design \$19,617, Construction \$275,000
- Consultant: Unintech Consulting Engineers
- Contractor: C.C Carlton

Project Update: Construction of the utility relocations have been completed and is now in the warranty period.

7. Water Loop Lines

Project Description – Install 12" water main lines to provide a looped distribution system from Ware Seguin to Lower Seguin and Pfeil Road to N Graytown Road.

- Project Status: Design
- Projected Completion: Spring 2025

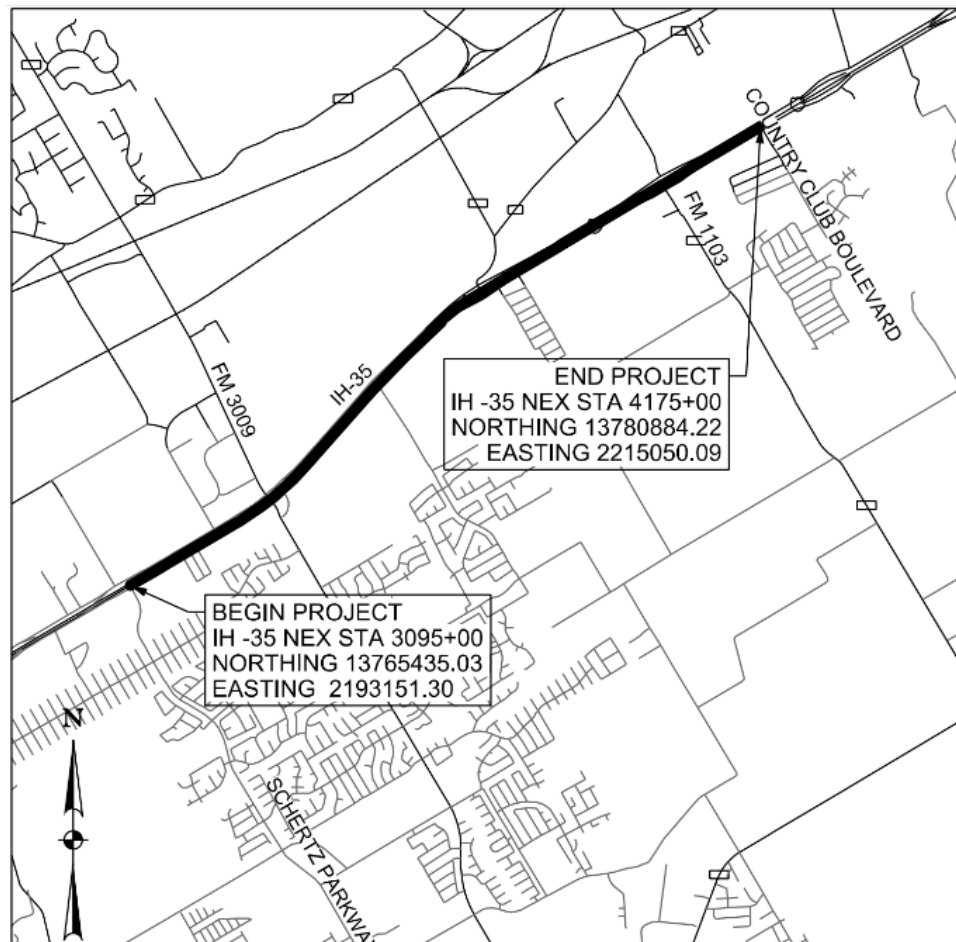
- Project Cost: Design NTE \$200,000, Construction \$4,400,000
- Project Update: Staff is working with Unintech to coordinate easement acquisition services.

8. IH 35 NEX-North Utility Relocations

Project Description – Relocation of water and sewer utilities to avoid conflicts as part of the TxDot IH 35 NEX project.

- Project Status: Design
- Projected Completion: Joint Bid Construction is planned for End of 2026
- Project Cost: Design & Easement Acquisition Services - \$1,250,000
- Consultant: Halff Associates

Project Update: Halff has incorporated comments from the City and TxDot and is preparing the 90% submittal package for review



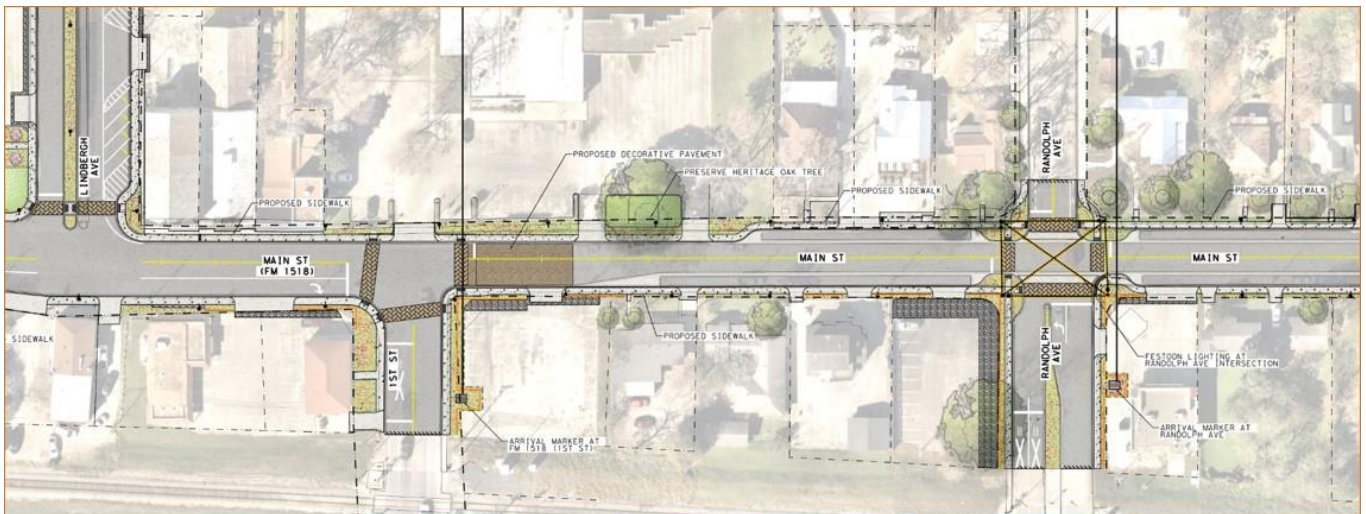
Street Projects:

1. Main Street Improvements Project

Project Description – The project will improve sidewalks, provide street lighting, way-finding signage, landscaping, utility relocations, and architectural elements such as decorative concrete, decorative lighting, screening, and area signage. This project will also replace aging water and sanitary sewer mains and reconstruct the street with a new, stronger pavement section. Additionally, Lindbergh between Main and Exchange will be reconstructed.

- Project Status: Design
- Projected Completion: Fall 2026
- Project Cost: Design NTE \$2,173,905, Construction \$24,360,000
- Consultant: Kimley- Horn Associates

Project Update: The consultant and city staff gave a presentation to the Main Street Committee on January 23, 2024. The consultant and city staff provided the Committee with an update of the project elements and estimated construction costs. The Committee recommended that Council proceed with the project. The consultant and city staff will provide a similar presentation to Council during the February 20th Council Meeting. Council will be asked to approve a resolution authorizing the City to proceed with the project. With that authorization, the GVEC Agreement to relocate their facilities underground will be on the March 5th Council Agenda for approval. Approval of the agreement will allow GVEC to begin ordering materials and completing their relocation design. This, in turn, will allow the other utility companies to do their relocation designs. Staff will then proceed with securing the necessary easements for the relocation and the consultant will finalize the design of some of the project elements. The formal project public outreach effort will also begin.



2. Lookout Road Reconstruction

Project Description – The project involves reconstruction of Lookout Road from Schertz Parkway to Doerr Lane. A traffic signal at the Lookout Road/Schertz Parkway intersection will also be installed. The project also includes the replacement and upsizing the existing sanitary sewer main in Lookout Road from Doerr Lane to Schertz Parkway.

- Project Status: Design
- Projected Completion: Fall 2024
- Project Cost: Design \$571,000 (\$20,000 from Selma), Construction estimate \$6,738,092 (\$100,000 from Selma)
- Design Consultant: Halff Associates

Project Update: The consultant is working with the dry utility companies to relocate their facilities that are in conflict of the project. This utility coordination effort is taking longer than anticipated. Acquisition of needed right-of-way is also presenting a challenge. These items are causing a delay in developing the bid schedule for the project however, Staff is hopeful that these items will be resolved shortly, a bid schedule for the project can be put together.

3. Lower Seguin Road Reconstruction

Project Description – The project includes the development of a preliminary design and secure environmental clearance for a 2.9-mile segment of Lower Seguin Road to widen and improve the street to the section identified in the Master Thoroughfare Plan. The results of this project will be used to acquire needed right-of-way; develop final construction plans; and secure federal funding to assist with construction costs.

- Project Status: Design
- Projected Completion: Fall 2024
- Project Cost: Preliminary Design \$985,000
- Consultant: Halff & Associates

Project Update: Some survey data of the existing right-of-way has been collected. Right of Entry forms have been mailed to the property owners in the project area. Some forms have been signed by the property owners and returned to the consultant. This allows the survey crew to collect needed data beyond the existing right-of-way for the project. The City's consultant is creating a draft Interlocal Agreement with the City of Converse for the portion of Lower Seguin Road between our City Limit boundary and Loop 1604. Once the draft is finalized and accepted by Converse, we will bring the agreement to Council for consideration.

4. 2024 SPAM Resurfacing and Rehabilitation

Project Description – The project includes the performance of prep work (base repairs, crack sealing, level up, etc.) and application of a slurry seal to the surface of various streets in the City. Work on other streets includes removal of existing asphalt surface; cement stabilization of base material; and application of a new layer of asphalt on street surface for other various City streets. PCI data was used to select the streets in the project.

- Project Status: Design
- Projected Completion: Fall 2024
- Project Cost: \$3,220,000 (estimated total)
- Design Consultant: Kimley-Horn Associates

Project Update: The consultant has completed most of the field evaluations for all the streets in the project to identify and quantify all the prep work (base repairs, level ups, curb replacements, etc.). The consultant has also started drafting the project plans. The project is still on track to be bid in Spring 2024.

5. Buffalo Valley South Resurfacing and Rehabilitation

Project Description – Water and sanitary sewer main replacements and street rehabilitation of Buffalo Valley South, specifically Mill Street, 1st St, 2nd St, Bowman St, Lee St, Church St, Zuehl St, and Wuest. PCI data was used to select the streets in the project. Project will be funded with a combination of SPAM funding (for the street rehabilitation) and ARP funding for the utility replacement.

- Project Status: Design
- Projected Completion: Design Summer 2024; Construction Fall 2025
- Project Cost: \$5,978,268 (estimated total)
- Design Consultant: Unintech Consulting Engineering

Project Update: The consultant has completed geotechnical sampling in the project area and have reviewed the basic utility information for the project area. The next field task will be to video the existing sanitary sewer mains to identify the locations for all the sewer laterals and collect survey data for the project. Once this information has been collected, the consultant will create

the construction plans for the project. The project will be bid in the Fall of 2024 so construction can begin at the start of FY 24-25.



Parks & Recreation Projects:

1. Wendy Swan Memorial Park Splashpad

Project Description – Demolition of existing residential sized pool and construction of a new splash pad.

- Project Status: Warranty Work
- Projected Completion: March 8, 2024
- Project Cost: \$297,350
- Contractor: T.F. Harper & Associates

Project Update: The contractor is repainting the splashpad surface February 5-16. Once the painting is complete, staff will recharge the splashpad filtration equipment to troubleshoot the UV filter with the contractor in preparation for the season opening date of March 8.

2. Schertz Soccer Complex Irrigation Water Storage Project

Project Description – Upgrading electrical components, upsizing well pump and piping, and adding storage capacity for irrigation of the Schertz Soccer Complex.

- Project Status: Bidding Phase III
- Projected Completion: Summer 2024
- Project Cost: \$107,036.90
- Consultant: Unintech Engineering
- Contractor: TBD

Project Update: Phase III is replacing the well pump and piping and bids have been received but because of delays staff is currently revising bids to begin Phase III.

TxDOT Roadway Projects:

- 1. FM 1103 Improvement Project:** Construction officially began in November 2022, and was originally expected to be complete in fall 2026. Some progress is being made on the roadway while utility relocation continues. General project updates are available by signing up at this link: [FM 1103 Construction Newsletter](#)
- 2. FM 1518 Improvement Project:** The project was bid by TxDOT, and the low Bidder has been identified as SER Construction, LLC. Construction on the project is currently scheduled to begin April 9, 2024.
- 3. IH-35 NEX (I-410 South to FM 1103):** The central segment of the I-35 Northeast Expansion project continues with Alamo NEX Construction handling the design-build project. The central section runs from 410 N to FM 3009.

Utility coordination work for the northern segment of the project is also underway. TxDOT consultants have met with Public Works and Engineering Staff to begin establishing relocation needs. The City will be reimbursed for costs of all needed relocations except for any upsizing or improvements above current conditions. Updates about the project can be obtained by signing up at the following link: [I 35 NEX Project Updates](#)

- 4. IH-10 Graytown Road to Guadalupe County Line:** Work for the widening of the main lanes and utility relocations continues. Work on the FM 1518 bridge over IH 10 continues and will involve numerous episodes of the rerouting of traffic including shifting lanes and detours as necessary. Updates regarding the IH 10 project are available by signing up at the following link: [IH 10 Expansion Information](#)

Note: If links do not work, please contact engineering@schertz.com.

Studies and Plans:

1. Water and Wastewater Master Plan Update and Impact Fee Study

Project Description – Collect, review data from the City and provide updated data for the Land Use Plan, Water and Wastewater System Model, Master Plan, CIP, Water/Wastewater Impact Fees and Flow monitoring.

- Project Status: Study
- Projected Completion: Spring/Summer 2024
- Project Cost: \$500,000
- Consultant: Lockwood, Andrews & Newnam
- Project Update: LAN is scheduled to deliver the technical memos and Capital Improvement Plans for water and wastewater in February 2024. Following any comments and revisions after Staff review, the consultant will begin the impact fee calculation phase of the project. Statutorily required meetings and hearings regarding the adoption of updated impact fees is expected to begin in spring 2024.

2. PCI Data Collection Study

Project Description – Perform pavement condition inspection on all City streets and place inspection data into the City’s PAVER software. Help create a new GIS map layer for the revised PCI scores for all City streets.

- Project Status: 97% complete
- Projected Completion: March 2024
- Project Cost: \$130,000
- Consultant: Fugro, inc.

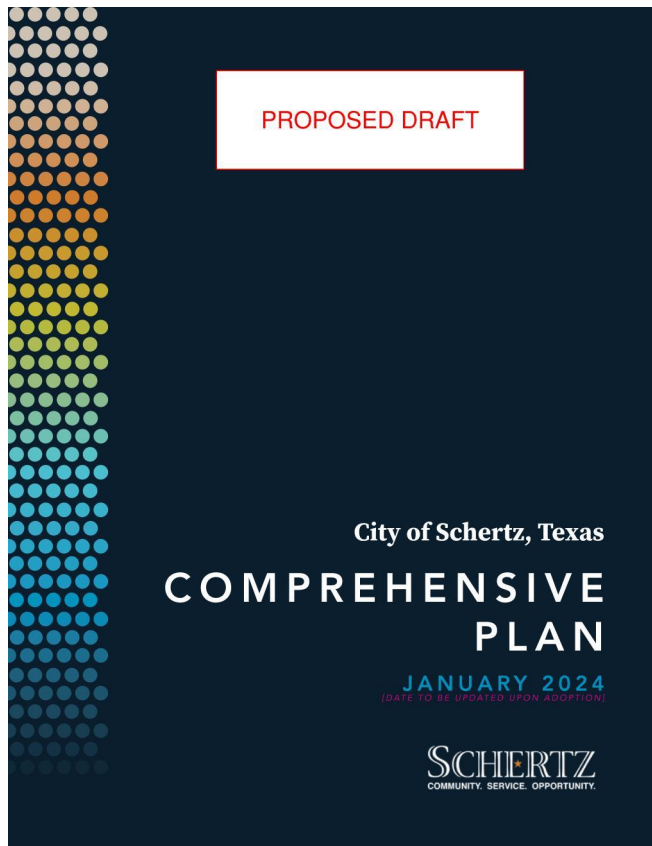
Project Update: Paver software issues have been resolved. IT is working with consultant to facilitate creation of a GIS layer for revised data. Once complete, arrangements will be made to have consultant add newly constructed City streets to the database biannually. Staff will be able to update data as roadway preservation and reconstruction activities (such as resurfaced streets) as they are completed.

Planning and Community Development Projects:

1. Comprehensive Land Use Plan Update

Project Description – The update to the Comprehensive Land Plan includes goals, policies, and identifies issues in the following development related categories: Land Use, Transportation, Community Enhancement, and Growth Capacity.

- Project Status: Plan is drafted, final edits being made, adoption process to begin after final edits.
- Projected Completion: Spring 2024.
- Project Cost: \$240,000
- Consultant: Freese and Nichols



Project Update: Our consultant, Freese and Nichols has been working with staff to draft the new Comprehensive Plan. The final Comprehensive Plan Advisory Committee was on February 7th, 2024. The committee worked with staff and our consultant to provide a final round of comments to edit the draft and create a final document. Adoption process will begin in Spring of 2024.

Information Technologies Projects

1. Master Communications Plan Citywide Network Upgrade

Project Description – Improve communication and network connections throughout the City campuses

- Project Status: Phase I & Phase II Completed
- Projected Completion: Dec 2023
- Project Cost: estimated \$441,680

Project Update: Installation of cameras on water towers, routing of traffic into the city network was completed.

CITY COUNCIL MEMORANDUM

City Council Meeting: February 20, 2024
Department: Finance
Subject: Council Pay Adjustment (S.Gonzalez/J.Walters)

BACKGROUND

Ordinance 08-G-31 provides for annual pay adjustments based on the January Consumer Price Index (CPI) for the South Region. The CPI report for January was released mid-February.

Below is a table show the CPI percentage change and the combined compensation and allowance amounts per pay period.

	2023	2024
Mayor	\$ 295.29	\$ 305.33
Council	\$179.84	\$185.95
CPI		3.4%

Annual cost of the increase would be \$1,479.10. This cost falls in the budgeted amount and will not result in an budget shortfall.

For the pay date of March 15, 2024, Mayor and Councilmember pay will be set to the 2024 amounts shown in the table. There will be no retroactive adjustment to the pay amount.

Ordinance 08-G-31 allows for the Mayor or Councilmembers to opt out of the pay change by submitting a letter with this intent to the City Manager. If you would like to remain at your current pay level, please notify the City Manager by March 8, 2024.

Attachments

Council Pay Information Item 2024
January 2024 CPI South Region
Ord 2008-G-31 Council Compensation
January 2024 CPI

Date: 2/20/2024

From: Finance Department

To: Mayor and Councilmembers

Subject: Mayor and Council Compensation

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CPI		3.4%

For the pay date of March 15, 2024, Mayor and Councilmember pay will be set to the 2024 amounts shown in the table. There will be no retroactive adjustment to the pay amount.

Ordinance 08-G-31 allows for the Mayor or Councilmembers to opt out of the pay change by submitting a letter with this intent to the City Manager. If you would like to remain at your current pay level, please notify the City Manager by March 8, 2024.

Thank you,

James Walters
Director of Finance

Table 4. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index, January 2024
[1982-84=100, unless otherwise noted]

Area	Pricing Schedule ¹	Percent change to Jan. 2024 from:			Percent change to Dec. 2023 from:		
		Jan. 2023	Nov. 2023	Dec. 2023	Dec. 2022	Oct. 2023	Nov. 2023
U.S. city average.....	M	3.1	0.4	0.5	3.4	-0.3	-0.1
Region and area size²							
Northeast.....	M	2.5	0.6	0.6	2.6	0.0	0.0
Northeast - Size Class A.....	M	3.1	0.9	0.8	3.1	0.0	0.1
Northeast - Size Class B/C ³	M	1.8	0.2	0.4	1.9	-0.1	-0.2
New England ⁴	M	2.0	0.4	0.5	2.3	0.2	-0.1
Middle Atlantic ⁴	M	2.7	0.7	0.7	2.7	-0.1	0.0
Midwest.....	M	2.7	0.1	0.3	3.2	-0.4	-0.2
Midwest - Size Class A.....	M	2.9	0.2	0.3	3.3	-0.3	-0.1
Midwest - Size Class B/C ³	M	2.5	0.0	0.3	3.1	-0.4	-0.3
East North Central ⁴	M	2.5	0.2	0.4	3.1	-0.2	-0.1
West North Central ⁴	M	3.0	-0.3	0.1	3.3	-0.7	-0.4
South.....	M	3.4	0.5	0.6	3.7	-0.2	-0.1
South - Size Class A.....	M	3.9	0.3	0.3	4.2	0.1	0.0
South - Size Class B/C ³	M	3.2	0.6	0.7	3.4	-0.4	-0.1
South Atlantic ⁴	M	3.5	0.4	0.5	3.7	-0.2	0.0
East South Central ⁴	M	3.6	0.4	0.7	3.7	-0.6	-0.3
West South Central ⁴	M	3.2	0.6	0.6	3.6	-0.1	0.0
West.....	M	3.3	0.5	0.7	3.6	-0.5	-0.1
West - Size Class A.....	M	3.0	0.5	0.5	3.7	-0.5	-0.1
West - Size Class B/C ³	M	3.7	0.6	0.8	3.5	-0.6	-0.2
Mountain ⁴	M	3.0	0.4	0.5	3.0	-0.6	-0.1
Pacific ⁴	M	3.5	0.6	0.7	3.8	-0.5	-0.1
Size classes							
Size Class A ⁵	M	3.2	0.5	0.5	3.6	-0.2	0.0
Size Class B/C ³	M	3.0	0.4	0.6	3.1	-0.4	-0.2
Selected local areas							
Chicago-Naperville-Elgin, IL-IN-WI.....	M	3.3	0.8	0.8	3.3	-0.5	0.0
Los Angeles-Long Beach-Anaheim, CA.....	M	2.5	1.0	1.0	3.5	-0.3	0.0
New York-Newark-Jersey City, NY-NJ-PA.....	M	3.1	1.1	1.0	2.9	-0.2	0.1
Atlanta-Sandy Springs-Roswell, GA.....	2				3.6	-0.1	
Baltimore-Columbia-Towson, MD ⁶	2				2.1	-0.3	
Detroit-Warren-Dearborn, MI.....	2				4.5	0.0	
Houston-The Woodlands-Sugar Land, TX.....	2				4.5	-0.1	
Miami-Fort Lauderdale-West Palm Beach, FL.....	2				5.7	-0.2	
Philadelphia-Camden-Wilmington, PA-NJ-DE-MD.....	2				3.9	0.0	
Phoenix-Mesa-Scottsdale, AZ ⁷	2				2.7	-0.9	
San Francisco-Oakland-Hayward, CA.....	2				2.6	-0.4	
Seattle-Tacoma-Bellevue, WA.....	2				4.4	-0.3	
St. Louis, MO-IL.....	2				2.8	-0.2	
Urban Alaska.....	2				1.8	-1.1	
Boston-Cambridge-Newton, MA-NH.....	1	2.0	0.7				
Dallas-Fort Worth-Arlington, TX.....	1	5.3	0.9				
Denver-Aurora-Lakewood, CO.....	1	3.5	-0.1				
Minneapolis-St. Paul-Bloomington, MN-WI.....	1	2.6	0.2				
Riverside-San Bernardino-Ontario, CA ⁴	1	2.9	0.0				
San Diego-Carlsbad, CA.....	1	3.8	0.4				
Tampa-St. Petersburg-Clearwater, FL ⁸	1	3.9	0.5				
Urban Hawaii.....	1	3.9	0.5				
Washington-Arlington-Alexandria, DC-VA-MD-WV ⁶	1	3.6	0.5				

¹ Foods, fuels, and several other items are priced every month in all areas. Most other goods and services are priced as indicated: M - Every month.

1 - January, March, May, July, September, and November. 2 - February, April, June, August, October, and December.

² Regions defined as the four Census regions.

ORDINANCE NO. 08-G-31

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS REGARDING COMPENSATION FOR MEMBERS OF THE CITY COUNCIL OF THE CITY

WHEREAS, Section 4.04 of the City Charter of the City of Schertz (the "City") permits the City Council (the "Council") to determine compensation for members of the Council, including the Mayor and the other members of the Council; and

WHEREAS, by Ordinance No. 74-G-38, the Council has previously provided for compensation for members of the Council for attendance at regular and special meetings of the Council, and such Ordinance was repealed by Ordinance No. 08-E-29; and

WHEREAS, the Council has determined that members should receive compensation for their service on the Council as set forth in this Ordinance.

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

SECTION 1. (a) Members of the City Council of the City of Schertz, Texas, including the Mayor and the other members of the Council, shall receive monthly compensation for their service as members of the Council as follows:

	Base Compensation	Car Allowance	Total Compensation
Mayor	\$300.00	\$150.00	\$450.00
Councilmembers	\$200.00	\$ 75.00	\$275.00

(b) Such Total Compensation shall be adjusted up or down on each January 1, commencing January 1, 2010, by a percentage equal to the percentage increase or decrease in the Consumer Price Index, All Items, Not Seasonally Adjusted, South Urban, published by the United States Department of Commerce for such January 1 compared to the preceding January 1.

(c) Such compensation shall be prorated on a daily basis for partial months of service and shall be paid for the preceding month on the second standard pay day of each month for City employees.

(d) Members of the Council may also request reimbursement for out-of-pocket expenses incurred during performance of their official duties in accordance with reimbursement policies in effect from time to time for persons with car allowances and shall be entitled to use City-provided equipment in furtherance of their official duties in accordance with procedures established from time to time.

SECTION 2. Members of the Council may at their discretion refuse to accept any or all of the compensation described in Section 1 by giving written notice thereof to the City Manager.

SECTION 3. This Ordinance shall be effective immediately from and after its final passage and any publication in accordance with the requirements of the City and the laws of the State of Texas. The terms of this Ordinance shall be implemented as to Councilmembers for Places 3, 4, and 5 elected on May 5, 2009 (or any earlier date a person shall take office by appointment to fill

a vacancy with such position) and for the Mayor and Councilmembers for Places 1 and 2 elected on May 4, 2010 (or any earlier date a person shall take office by appointment to fill a vacancy in such position).

SECTION 4. This Ordinance shall be cumulative of all other ordinances of the City and repeals Ordinance No. 08-G-29 of the City.


Approved on first reading the 1st day of July, 2008.

PASSED, APPROVED AND ADOPTED the 8th day of July, 2008.



Mayor, City of Schertz, Texas

ATTEST:



City Secretary, City of Schertz, Texas

(SEAL OF THE CITY)



**Transmission of material in this release is embargoed until
8:30 a.m. (ET) Tuesday, February 13, 2024**

USDL-24-0265

Technical information: (202) 691-7000 • cpi_info@bls.gov • www.bls.gov/cpi

Media contact: (202) 691-5902 • PressOffice@bls.gov

CONSUMER PRICE INDEX – JANUARY 2024

The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.3 percent in January on a seasonally adjusted basis, after rising 0.2 percent in December, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 3.1 percent before seasonal adjustment.

The index for shelter continued to rise in January, increasing 0.6 percent and contributing over two thirds of the monthly all items increase. The food index increased 0.4 percent in January, as the food at home index increased 0.4 percent and the food away from home index rose 0.5 percent over the month. In contrast, the energy index fell 0.9 percent over the month due in large part to the decline in the gasoline index.

The index for all items less food and energy rose 0.4 percent in January. Indexes which increased in January include shelter, motor vehicle insurance, and medical care. The index for used cars and trucks and the index for apparel were among those that decreased over the month.

The all items index rose 3.1 percent for the 12 months ending January, a smaller increase than the 3.4-percent increase for the 12 months ending December. The all items less food and energy index rose 3.9 percent over the last 12 months, the same increase as for the 12 months ending December. The energy index decreased 4.6 percent for the 12 months ending January, while the food index increased 2.6 percent over the last year.

Chart 1. One-month percent change in CPI for All Urban Consumers (CPI-U), seasonally adjusted, Jan. 2023 - Jan. 2024
Percent change

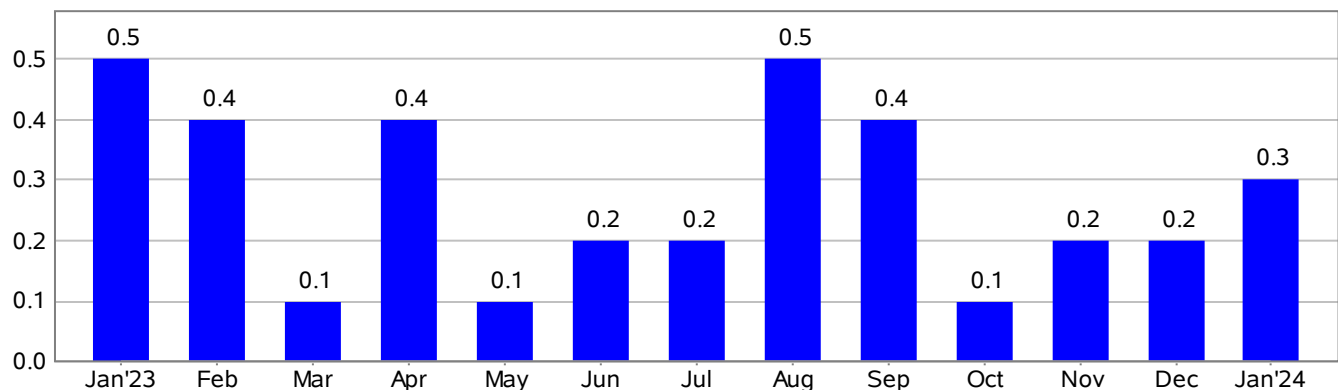


Chart 2. 12-month percent change in CPI for All Urban Consumers (CPI-U), not seasonally adjusted, Jan. 2023 - Jan. 2024

Percent change

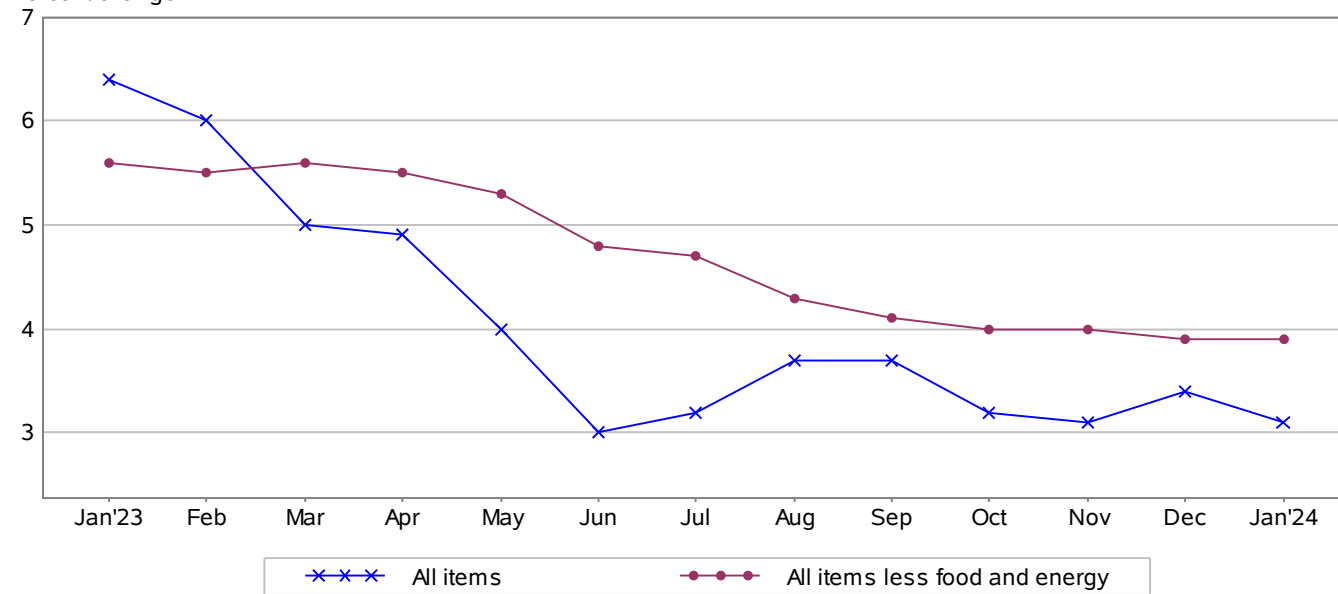


Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Jan. 2024
	Jul. 2023	Aug. 2023	Sep. 2023	Oct. 2023	Nov. 2023	Dec. 2023	Jan. 2024	
All items.....	0.2	0.5	0.4	0.1	0.2	0.2	0.3	3.1
Food.....	0.2	0.2	0.2	0.3	0.2	0.2	0.4	2.6
Food at home.....	0.2	0.2	0.1	0.3	0.0	0.1	0.4	1.2
Food away from home ¹	0.2	0.3	0.4	0.4	0.4	0.3	0.5	5.1
Energy.....	0.0	4.4	1.2	-2.1	-1.6	-0.2	-0.9	-4.6
Energy commodities.....	-0.1	8.3	1.8	-4.3	-3.8	-0.7	-3.2	-6.9
Gasoline (all types).....	-0.2	8.3	1.6	-4.3	-4.0	-0.6	-3.3	-6.4
Fuel oil.....	2.1	11.2	6.4	-6.4	-1.1	-3.3	-4.5	-14.2
Energy services.....	0.1	0.1	0.3	0.4	1.0	0.3	1.4	-2.0
Electricity.....	-0.4	0.2	0.8	0.4	1.0	0.6	1.2	3.8
Utility (piped) gas service.....	1.5	-0.3	-1.4	0.3	1.2	-0.6	2.0	-17.8
All items less food and energy.....	0.2	0.2	0.3	0.2	0.3	0.3	0.4	3.9
Commodities less food and energy								
commodities.....	-0.3	-0.2	-0.2	0.0	-0.2	-0.1	-0.3	-0.3
New vehicles.....	0.0	0.2	0.2	-0.1	0.0	0.2	0.0	0.7
Used cars and trucks.....	-1.5	-1.9	-1.8	-0.4	1.4	0.6	-3.4	-3.5
Apparel.....	0.1	0.2	-0.3	0.0	-0.6	0.0	-0.7	0.1
Medical care commodities ¹	0.5	0.6	-0.3	0.4	0.5	-0.1	-0.6	3.0
Services less energy services.....	0.4	0.4	0.5	0.3	0.5	0.4	0.7	5.4
Shelter.....	0.5	0.3	0.6	0.3	0.4	0.4	0.6	6.0
Transportation services.....	0.8	1.6	0.7	0.9	1.0	0.1	1.0	9.5
Medical care services.....	-0.3	0.0	0.2	0.2	0.5	0.5	0.7	0.6

¹ Not seasonally adjusted.

Food

The food index rose 0.4 percent in January, and the food at home index also increased 0.4 percent over the month. Four of the six major grocery store food group indexes increased over the month. The index for other food at home, which contains the index for sugar and sweets, the index for fats and oils, and the index for other foods, rose 0.6 percent in January. The nonalcoholic beverages index rose 1.2 percent over the month, and the fruits and vegetables index increased 0.4 percent. The index for dairy and related products increased 0.2 percent in January. In contrast to these increases, the cereals and bakery products index declined 0.2 percent in January. The index for meats, poultry, fish, and eggs was unchanged over the month.

The food away from home index rose 0.5 percent in January. The index for full service meals rose 0.4 percent and the index for limited service meals increased 0.6 percent over the month.

The food at home index rose 1.2 percent over the last 12 months. The index for other food at home rose 2.6 percent over the 12 months ending in January. The index for nonalcoholic beverages rose 3.4 percent over the last 12 months and the index for cereals and bakery products increased 1.5 percent over that period. The fruits and vegetables index rose 1.1 percent over the 12 months ending in January. In comparison, the meats, poultry, fish, and eggs index decreased 0.9 percent over the year, and the dairy and related products index fell 1.1 percent.

The index for food away from home rose 5.1 percent over the last year. The index for limited service meals rose 5.8 percent over the last 12 months, and the index for full service meals rose 4.3 percent over the same period.

Energy

The energy index fell 0.9 percent in January, as its component indexes were mixed. The gasoline index decreased 3.3 percent in January. (Before seasonal adjustment, gasoline prices fell 1.5 percent in January.) The fuel oil index decreased 4.5 percent in January. In contrast, the electricity index rose 1.2 percent in January and the natural gas index increased 2.0 percent over the month.

The energy index fell 4.6 percent over the past 12 months. The gasoline index decreased 6.4 percent, the natural gas index declined 17.8 percent, and the fuel oil index fell 14.2 percent over this 12-month span. In comparison, the index for electricity rose 3.8 percent over the last year.

All items less food and energy

The index for all items less food and energy rose 0.4 percent in January. The shelter index increased 0.6 percent in January, and was the largest factor in the monthly increase in the index for all items less food and energy. The index for owners' equivalent rent rose 0.6 percent over the month, while the index for rent increased 0.4 percent. The lodging away from home index increased 1.8 percent in January.

The motor vehicle insurance index increased 1.4 percent in January, and the recreation index rose 0.5 percent in January. Among other indexes that rose in January were communication, personal care, airline fares, and education.

The medical care index rose 0.5 percent in January. The index for hospital services increased 1.6 percent over the month and the index for physicians' services increased 0.6 percent. The prescription drugs index fell 0.8 percent in January.

The index for used cars and trucks fell 3.4 percent in January. The apparel index also decreased, falling 0.7 percent over the month. The index for new vehicles was unchanged in January.

The index for all items less food and energy rose 3.9 percent over the past 12 months. The shelter index increased 6.0 percent over the last year, accounting for over two thirds of the total 12-month increase in the all items less food and energy index. Other indexes with notable increases over the last year include motor vehicle insurance (+20.6 percent), recreation (+2.8 percent), personal care (+5.3 percent), and medical care (+1.1 percent).

Not seasonally adjusted CPI measures

The Consumer Price Index for All Urban Consumers (CPI-U) increased 3.1 percent over the last 12 months to an index level of 308.417 (1982-84=100). For the month, the index increased 0.5 percent prior to seasonal adjustment.

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) increased 2.9 percent over the last 12 months to an index level of 302.201 (1982-84=100). For the month, the index increased 0.5 percent prior to seasonal adjustment.

The Chained Consumer Price Index for All Urban Consumers (C-CPI-U) increased 2.8 percent over the last 12 months. For the month, the index increased 0.5 percent on a not seasonally adjusted basis. Please note that the indexes for the past 10 to 12 months are subject to revision.

The Consumer Price Index for February 2024 is scheduled to be released on Tuesday, March 12, 2024, at 8:30 a.m. (ET).

Changes to Used Cars and Trucks Methodology

With the release of January 2024 data, the CPI program updated the mileage adjustment applied to each sampled used vehicle in the used cars and trucks index. Historically, a single, stable mileage amount estimated for a given make and model was applied to each sampled vehicle and was unchanged throughout the year. The assigned mileage amount is now replaced with a monthly average mileage amount based on the age of the sampled used vehicle, and not the make and model. Each estimated price for a sampled used vehicle is still adjusted for depreciation.

In addition, seasonally adjusted indexes as well as calculated seasonal adjustment factors will take the new methodology into account beginning in 2024. Revised seasonal factors are available at www.bls.gov/cpi/seasonal-adjustment/home.htm.

Details on the new method are available on the Measuring Price Change in the CPI: Used cars and trucks factsheet (www.bls.gov/cpi/factsheets/used-cars-and-trucks.htm).

Technical Note

Brief Explanation of the CPI

The Consumer Price Index (CPI) measures the change in prices paid by consumers for goods and services. The CPI reflects spending patterns for each of two population groups: all urban consumers and urban wage earners and clerical workers. The all urban consumer group represents over 90 percent of the total U.S. population. It is based on the expenditures of almost all residents of urban or metropolitan areas, including professionals, the self-employed, the poor, the unemployed, and retired people, as well as urban wage earners and clerical workers. Not included in the CPI are the spending patterns of people living in rural nonmetropolitan areas, farming families, people in the Armed Forces, and those in institutions, such as prisons and mental hospitals. Consumer inflation for all urban consumers is measured by two indexes, namely, the Consumer Price Index for All Urban Consumers (CPI-U) and the Chained Consumer Price Index for All Urban Consumers (C-CPI-U).

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) is based on the expenditures of households included in the CPI-U definition that meet two requirements: more than one-half of the household's income must come from clerical or wage occupations, and at least one of the household's earners must have been employed for at least 37 weeks during the previous 12 months. The CPI-W population represents approximately 30 percent of the total U.S. population and is a subset of the CPI-U population.

The CPIs are based on prices of food, clothing, shelter, fuels, transportation, doctors' and dentists' services, drugs, and other goods and services that people buy for day-to-day living. Prices are collected each month in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments (department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments). All taxes directly associated with the purchase and use of items are included in the index. Prices of fuels and a few other items are obtained every month in all 75 locations. Prices of most other commodities and services are collected every month in the three largest geographic areas and every other month in other areas. Prices of most goods and services are obtained by personal visit, telephone call, web, or app collection by the Bureau's trained representatives.

In calculating the index, price changes for the various items in each location are aggregated using weights, which represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. For the CPI-U and CPI-W, separate indexes are also published by size of city, by region of the country, for cross-classifications of regions and population-size classes, and for 23 selected local areas. Area indexes do not measure differences in the level of prices among cities; they only measure the average change in prices for each area since the base period. For the C-CPI-U, data are issued only at the national level. The CPI-U and CPI-W are considered final when released, but the C-CPI-U is issued in preliminary form and subject to three subsequent quarterly revisions.

The index measures price change from a designed reference date. For most of the CPI-U and the CPI-W, the reference base is 1982-84 equals 100. The reference base for the C-CPI-U is December 1999 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107.

Sampling Error in the CPI

The CPI is a statistical estimate that is subject to sampling error because it is based upon a sample of retail prices and not the complete universe of all prices. BLS calculates and publishes estimates of the 1-month, 2-month, 6-month, and 12-month percent change standard errors annually for the CPI-U. These standard error estimates can be used to construct confidence intervals for hypothesis testing. For example, the estimated standard error of the 1-month percent change is 0.03 percent for the U.S. all items CPI. This means that if we repeatedly sample from the universe of all retail prices using the same methodology, and estimate a percentage change for each sample, then 95 percent of these estimates will be within 0.06 percent of the 1-month percentage change based on all retail prices. For example, for a 1-month change of 0.2 percent in the all items CPI-U, we are 95 percent confident that the actual percent change based on all retail prices would fall between 0.14 and 0.26 percent. For the latest data, including information on how to use the estimates of standard error, see www.bls.gov/cpi/tables/variance-estimates/home.htm.

Calculating Index Changes

Movements of the indexes from 1 month to another are usually expressed as percent changes rather than changes in index points, because index point changes are affected by the level of the index in relation to its base period, while percent changes are not. The following table shows an example of using index values to calculate percent changes:

	Item A	Item B	Item C
Year I	112.500	225.000	110.000
Year II	121.500	243.000	128.000
Change in index points	9.000	18.000	18.000
Percent change	$9.0/112.500 \times 100 = 8.0$	$18.0/225.000 \times 100 = 8.0$	$18.0/110.000 \times 100 = 16.4$

Use of Seasonally Adjusted and Unadjusted Data

The Consumer Price Index (CPI) program produces both unadjusted and seasonally adjusted data. Seasonally adjusted data are computed using seasonal factors derived by the X-13ARIMA-SEATS seasonal adjustment method. These factors are updated each February, and the new factors are used to revise the previous 5 years of seasonally adjusted data. The factors are available at www.bls.gov/cpi/tables/seasonal-adjustment/seasonal-factors-2024.xlsx. For more information on data revision scheduling, please see the Factsheet on Seasonal Adjustment at www.bls.gov/cpi/seasonal-adjustment/questions-and-answers.htm and the Timeline of Seasonal Adjustment Methodological Changes at www.bls.gov/cpi/seasonal-adjustment/timeline-seasonal-adjustment-methodology-changes.htm.

How to Use Seasonally Adjusted and Unadjusted Data

For analyzing short-term price trends in the economy, seasonally adjusted changes are usually preferred since they eliminate the effect of changes that normally occur at the same time and in about the same magnitude every year—such as price movements resulting from weather events, production cycles, model changeovers, holidays, and sales. This allows data users to focus on changes that are not typical for the time of year.

The unadjusted data are of primary interest to consumers concerned about the prices they actually pay. Unadjusted data are also used extensively for escalation purposes. Many collective bargaining contract agreements and pension plans, for example, tie compensation changes to the Consumer Price Index before adjustment for seasonal variation. BLS advises against the use of seasonally adjusted data in escalation agreements because seasonally adjusted series are revised annually for five years.

Intervention Analysis

The Bureau of Labor Statistics uses intervention analysis seasonal adjustment (IASA) for some CPI series. Sometimes extreme values or sharp movements can distort the underlying seasonal pattern of price change. Intervention analysis seasonal adjustment is a process by which the distortions caused by such unusual events are estimated and removed from the data prior to calculation of seasonal factors. The resulting seasonal factors, which more accurately represent the seasonal pattern, are then applied to the unadjusted data.

For example, this procedure was used for the motor fuel series to offset the effects of the 2009 return to normal pricing after the worldwide economic downturn in 2008. Retaining this outlier data during seasonal factor calculation would distort the computation of the seasonal portion of the time series data for motor fuel, so it was estimated and removed from the data prior to seasonal adjustment. Following that, seasonal factors were calculated based on this “prior adjusted” data. These seasonal factors represent a clearer picture of the seasonal pattern in the data. The last step is for motor fuel seasonal factors to be applied to the unadjusted data.

For the seasonal factors introduced for January 2024, BLS adjusted 46 series using intervention analysis seasonal adjustment, including selected food and beverage items, motor fuels and vehicles.

Revision of Seasonally Adjusted Indexes

Seasonally adjusted data, including the U.S. city average all items index levels, are subject to revision for up to 5 years after their original release. Every year, economists in the CPI calculate new seasonal factors for seasonally adjusted series and apply them to the last 5 years of data. Seasonally adjusted indexes beyond the last 5 years of data are considered to be final and not subject to revision. For January 2024, revised seasonal factors and seasonally adjusted indexes for 2019 to 2023 were calculated and published. For series which are directly adjusted using the Census X-13ARIMA-SEATS seasonal adjustment software, the seasonal factors for 2023 will be applied to data for 2024 to produce the seasonally adjusted 2024 indexes. Series which are indirectly seasonally adjusted by summing seasonally adjusted component series have seasonal factors which are derived and are therefore not available in advance.

Determining Seasonal Status

Each year the seasonal status of every series is reevaluated based upon certain statistical criteria. Using these criteria, BLS economists determine whether a series should change its status from "not seasonally adjusted" to "seasonally adjusted", or vice versa. If any of the 81 components of the U.S. city average all items index change their seasonal adjustment status from seasonally adjusted to not seasonally adjusted, not seasonally adjusted data will be used in the aggregation of the dependent series for the last 5 years, but the seasonally adjusted indexes before that period will not be changed. For 2024, 36 of the 81 components of the U.S. city average all items index are not seasonally adjusted.

Contact Information

For additional information about the CPI visit www.bls.gov/cpi or contact the CPI Information and Analysis Section at 202-691-7000 or cpi_info@bls.gov.

For additional information on seasonal adjustment in the CPI visit www.bls.gov/cpi/seasonal-adjustment/home.htm

If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, January 2024

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Dec. 2023	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Jan. 2023	Dec. 2023	Jan. 2024	Jan. 2023- Jan. 2024	Dec. 2023- Jan. 2024	Oct. 2023- Nov. 2023	Nov. 2023- Dec. 2023	Dec. 2023- Jan. 2024
All items.....	100.000	299.170	306.746	308.417	3.1	0.5	0.2	0.2	0.3
Food.....	13.555	319.136	325.409	327.327	2.6	0.6	0.2	0.2	0.4
Food at home.....	8.167	301.435	303.005	305.037	1.2	0.7	0.0	0.1	0.4
Cereals and bakery products.....	1.066	349.294	353.844	354.532	1.5	0.2	0.3	-0.1	-0.2
Meats, poultry, fish, and eggs.....	1.722	322.737	320.143	319.752	-0.9	-0.1	-0.2	0.3	0.0
Dairy and related products.....	0.748	272.040	267.889	268.941	-1.1	0.4	0.0	0.1	0.2
Fruits and vegetables.....	1.410	351.029	350.250	354.798	1.1	1.3	0.1	0.0	0.4
Nonalcoholic beverages and beverage materials.....	1.027	213.359	215.872	220.573	3.4	2.2	0.4	0.2	1.2
Other food at home.....	2.193	264.746	270.223	271.600	2.6	0.5	-0.2	0.2	0.6
Food away from home ¹	5.388	345.677	361.564	363.249	5.1	0.5	0.4	0.3	0.5
Energy.....	6.655	283.330	269.375	270.420	-4.6	0.4	-1.6	-0.2	-0.9
Energy commodities.....	3.539	305.643	288.953	284.627	-6.9	-1.5	-3.8	-0.7	-3.2
Fuel oil.....	0.084	455.595	393.189	390.877	-14.2	-0.6	-1.1	-3.3	-4.5
Motor fuel.....	3.372	297.413	282.246	277.709	-6.6	-1.6	-4.0	-0.6	-3.3
Gasoline (all types).....	3.261	294.759	280.289	276.003	-6.4	-1.5	-4.0	-0.6	-3.3
Energy services.....	3.116	272.840	260.877	267.475	-2.0	2.5	1.0	0.3	1.4
Electricity.....	2.428	266.528	269.170	276.698	3.8	2.8	1.0	0.6	1.2
Utility (piped) gas service.....	0.688	285.407	230.862	234.515	-17.8	1.6	1.2	-0.6	2.0
All items less food and energy.....	79.790	301.962	311.907	313.623	3.9	0.6	0.3	0.3	0.4
Commodities less food and energy commodities.....	18.891	165.340	164.590	164.866	-0.3	0.2	-0.2	-0.1	-0.3
Apparel.....	2.512	127.875	125.794	127.946	0.1	1.7	-0.6	0.0	-0.7
New vehicles.....	3.684	177.276	178.269	178.595	0.7	0.2	0.0	0.2	0.0
Used cars and trucks.....	2.012	185.857	186.383	179.410	-3.5	-3.7	1.4	0.6	-3.4
Medical care commodities ¹	1.489	395.981	410.365	407.879	3.0	-0.6	0.5	-0.1	-0.6
Alcoholic beverages.....	0.854	282.286	287.873	288.758	2.3	0.3	-0.1	0.1	0.3
Tobacco and smoking products ¹	0.542	1,388.790	1,486.900	1,491.538	7.4	0.3	1.1	-0.1	0.3
Services less energy services.....	60.899	387.258	405.338	408.051	5.4	0.7	0.5	0.4	0.7
Shelter.....	36.191	369.585	389.433	391.896	6.0	0.6	0.4	0.4	0.6
Rent of primary residence.....	7.671	388.372	410.606	412.019	6.1	0.3	0.4	0.4	0.4
Owners' equivalent rent of residences ²	26.769	379.328	400.828	402.965	6.2	0.5	0.5	0.4	0.6
Medical care services.....	6.515	601.551	599.464	605.257	0.6	1.0	0.5	0.5	0.7
Physicians' services ¹	1.828	415.197	412.930	415.427	0.1	0.6	0.6	0.2	0.6
Hospital services ^{1, 3}	1.987	385.064	404.407	410.695	6.7	1.6	0.1	0.5	1.6
Transportation services.....	6.294	376.743	409.749	412.643	9.5	0.7	1.0	0.1	1.0
Motor vehicle maintenance and repair ¹	1.233	371.780	392.897	396.004	6.5	0.8	0.3	-0.3	0.8
Motor vehicle insurance.....	2.794	658.513	780.284	794.142	20.6	1.8	1.2	1.7	1.4
Airline fares.....	0.751	264.629	243.348	247.606	-6.4	1.7	-0.2	0.9	1.4

¹ Not seasonally adjusted.

² Indexes on a December 1982=100 base.

³ Indexes on a December 1996=100 base.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, January 2024

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Dec. 2023	Unadjusted percent change		Seasonally adjusted percent change		
		Jan. 2023- Jan. 2024	Dec. 2023- Jan. 2024	Oct. 2023- Nov. 2023	Nov. 2023- Dec. 2023	Dec. 2023- Jan. 2024
All items.....	100.000	3.1	0.5	0.2	0.2	0.3
Food.....	13.555	2.6	0.6	0.2	0.2	0.4
Food at home.....	8.167	1.2	0.7	0.0	0.1	0.4
Cereals and bakery products.....	1.066	1.5	0.2	0.3	-0.1	-0.2
Cereals and cereal products.....	0.314	-0.6	0.3	0.2	-1.0	-0.1
Flour and prepared flour mixes.....	0.051	1.0	2.7	1.0	-0.2	-1.2
Breakfast cereal ¹	0.123	-0.8	-0.8	0.8	-2.4	-0.8
Rice, pasta, cornmeal.....	0.139	-1.0	0.4	-0.7	0.0	-0.1
Rice ^{1, 2, 3}		-1.8	-0.6	0.4	0.1	-0.6
Bakery products ¹	0.752	2.5	0.1	0.2	-0.4	0.1
Bread ^{1, 2}	0.203	3.2	0.3	-0.4	-0.3	0.3
White bread ^{1, 3}		3.3	0.5	-1.4	0.2	0.5
Bread other than white ^{1, 3}		2.8	0.0	0.6	-1.0	0.0
Fresh biscuits, rolls, muffins ²	0.117	2.9	0.2	1.1	-0.4	-0.3
Cakes, cupcakes, and cookies ¹	0.191	1.0	0.1	0.7	-0.2	0.1
Cookies ^{1, 3}		0.6	0.3	0.2	0.1	0.3
Fresh cakes and cupcakes ^{1, 3}		1.7	-1.0	1.0	-0.4	-1.0
Other bakery products.....	0.241	2.8	0.1	0.7	0.6	-0.8
Fresh sweetrolls, coffeecakes, doughnuts ^{1, 3}		2.6	-0.7	0.2	0.2	-0.7
Crackers, bread, and cracker products ³		5.1	0.0	1.3	0.9	-1.0
Frozen and refrigerated bakery products, pies, tarts, turnovers ³		0.9	0.2	0.3	0.4	-0.3
Meats, poultry, fish, and eggs.....	1.722	-0.9	-0.1	-0.2	0.3	0.0
Meats, poultry, and fish.....	1.603	2.1	-0.3	-0.3	0.1	-0.2
Meats.....	1.033	3.5	-0.3	-0.3	0.3	-0.1
Beef and veal.....	0.461	7.7	-0.3	0.1	0.6	-0.3
Uncooked ground beef ¹	0.160	5.5	-1.3	-1.5	-0.7	-1.3
Uncooked beef roasts ²	0.077	6.7	-0.7	1.8	-1.2	0.5
Uncooked beef steaks ²	0.174	10.7	0.6	-0.8	2.2	0.9
Uncooked other beef and veal ^{1, 2}	0.050	5.0	0.3	1.6	-1.1	0.3
Pork.....	0.328	-0.4	-0.3	-1.1	0.2	-0.3
Bacon, breakfast sausage, and related products ²	0.142	-1.3	-0.4	-1.4	-0.1	-0.6
Bacon and related products ³		0.6	-2.1	-2.4	0.5	-1.3
Breakfast sausage and related products ^{2, 3}		-3.4	2.1	0.1	-1.0	0.2
Ham.....	0.063	-3.0	-0.5	-0.5	1.4	-3.1
Ham, excluding canned ³		-3.6	-0.8	-0.8	1.6	-3.4
Pork chops ¹	0.042	3.6	0.4	-2.4	-0.9	0.4
Other pork including roasts, steaks, and ribs ²	0.081	1.4	-0.4	-0.3	0.0	0.9
Other meats.....	0.244	1.4	-0.3	0.0	-0.2	0.3
Frankfurters ³		7.1	0.9	0.4	0.1	1.9
Lunchmeats ^{1, 2, 3}		1.3	-0.8	0.0	0.2	-0.8
Poultry ¹	0.314	1.7	0.3	-0.9	-0.4	0.3
Chicken ^{1, 2}	0.254	1.2	-0.2	-0.4	0.1	-0.2
Fresh whole chicken ^{1, 3}		3.7	0.5	1.4	-0.4	0.5
Fresh and frozen chicken parts ^{1, 3}		0.4	-0.6	-1.1	0.5	-0.6
Other uncooked poultry including turkey ²	0.060	3.7	2.6	0.0	-1.0	0.2
Fish and seafood.....	0.257	-2.6	-0.8	0.3	-0.2	-1.3
Fresh fish and seafood ^{1, 2}	0.121	-3.9	0.1	-0.3	-1.0	0.1
Processed fish and seafood ²	0.135	-1.3	-1.7	0.1	0.0	-1.2
Shelf stable fish and seafood ³		1.9	-3.8	1.1	0.4	-2.9
Frozen fish and seafood ³		-1.2	0.3	-0.1	-0.7	0.9
Eggs.....	0.119	-28.6	1.8	2.6	3.7	3.4

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, January 2024 — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Dec. 2023	Unadjusted percent change		Seasonally adjusted percent change		
		Jan. 2023- Jan. 2024	Dec. 2023- Jan. 2024	Oct. 2023- Nov. 2023	Nov. 2023- Dec. 2023	Dec. 2023- Jan. 2024
Dairy and related products.....	0.748	-1.1	0.4	0.0	0.1	0.2
Milk ²	0.178	-2.4	-0.8	-0.1	0.1	-0.6
Fresh whole milk ³		-3.1	-1.0	0.0	0.3	-1.1
Fresh milk other than whole ^{1, 2, 3}		-1.8	-0.9	0.1	0.6	-0.9
Cheese and related products ¹	0.236	-2.1	1.0	-0.7	-0.2	1.0
Ice cream and related products.....	0.111	0.2	-1.2	0.8	0.5	-1.7
Other dairy and related products ²	0.223	0.0	1.6	-0.2	-0.1	0.9
Fruits and vegetables.....	1.410	1.1	1.3	0.1	0.0	0.4
Fresh fruits and vegetables.....	1.070	0.6	1.5	0.5	-0.1	0.5
Fresh fruits.....	0.575	1.9	0.3	0.9	0.4	-1.2
Apples.....	0.070	-8.9	-0.5	0.3	0.1	-2.1
Bananas ¹	0.085	-2.0	-1.5	-0.4	0.0	-1.5
Citrus fruits ²	0.162	1.2	-0.8	1.9	0.6	-2.4
Oranges, including tangerines ³		0.3	-1.2	2.0	0.5	-2.3
Other fresh fruits ²	0.258	7.4	1.7	0.4	1.1	0.7
Fresh vegetables.....	0.495	-0.9	2.9	0.0	-0.7	2.4
Potatoes.....	0.073	-0.3	4.4	3.7	-2.3	0.9
Lettuce.....	0.064	-11.7	-1.7	-2.5	-2.4	1.1
Tomatoes.....	0.082	1.8	5.0	0.0	0.6	4.6
Other fresh vegetables.....	0.276	1.1	3.0	-0.3	0.1	2.1
Processed fruits and vegetables ²	0.340	2.5	0.6	-1.1	0.6	0.2
Canned fruits and vegetables ²	0.167	2.5	0.5	-0.5	1.1	0.0
Canned fruits ^{2, 3}		2.2	-1.2	-0.2	0.7	-0.6
Canned vegetables ^{2, 3}		2.6	1.9	-0.7	0.8	0.4
Frozen fruits and vegetables ²	0.105	3.8	0.5	-1.4	0.3	-0.3
Frozen vegetables ³		5.0	1.3	-2.2	0.9	0.3
Other processed fruits and vegetables including dried ²	0.068	0.4	1.1	-1.3	0.2	1.0
Dried beans, peas, and lentils ^{1, 2, 3}		-2.3	0.0	-2.3	2.2	0.0
Nonalcoholic beverages and beverage materials.....	1.027	3.4	2.2	0.4	0.2	1.2
Juices and nonalcoholic drinks ²	0.730	4.8	2.4	0.5	0.5	1.4
Carbonated drinks.....	0.324	4.8	3.0	1.0	0.4	1.6
Frozen noncarbonated juices and drinks ^{1, 2}	0.008	29.0	9.9	-1.2	1.4	9.9
Nonfrozen noncarbonated juices and drinks ²	0.397	4.2	1.8	0.1	0.2	1.7
Beverage materials including coffee and tea ²	0.298	0.2	1.5	0.3	-0.5	0.5
Coffee.....	0.186	-1.4	2.5	0.2	-0.7	0.6
Roasted coffee ³		-1.2	2.4	0.4	-0.8	0.8
Instant coffee ^{1, 3}		-2.3	1.8	0.2	-1.7	1.8
Other beverage materials including tea ^{1, 2}	0.112	3.1	-0.1	0.5	0.2	-0.1
Other food at home.....	2.193	2.6	0.5	-0.2	0.2	0.6
Sugar and sweets ¹	0.295	4.4	1.0	-0.1	0.2	1.0
Sugar and sugar substitutes.....	0.042	7.2	2.2	-0.6	0.9	0.5
Candy and chewing gum ²	0.192	4.7	1.0	0.5	-0.3	0.3
Other sweets ²	0.061	2.0	0.3	0.4	0.7	-0.7
Fats and oils.....	0.252	1.9	1.1	0.5	0.9	-0.3
Butter and margarine ²	0.076	-2.3	2.4	2.5	-0.4	-0.2
Butter ³		-1.6	3.6	2.9	0.3	-0.1
Margarine ³		-2.0	1.0	1.0	-0.7	1.1
Salad dressing ^{1, 2}	0.060	2.0	-0.1	-1.6	0.8	-0.1
Other fats and oils including peanut butter ²	0.116	5.1	0.8	-0.4	1.6	-0.1
Peanut butter ^{1, 2, 3}		3.6	0.0	-2.1	2.6	0.0
Other foods.....	1.646	2.4	0.3	-0.3	0.1	0.6
Soups.....	0.095	0.6	1.2	0.7	0.1	1.0
Frozen and freeze dried prepared foods.....	0.261	1.1	-0.7	-0.8	0.8	0.6

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, January 2024 — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Dec. 2023	Unadjusted percent change		Seasonally adjusted percent change		
		Jan. 2023- Jan. 2024	Dec. 2023- Jan. 2024	Oct. 2023- Nov. 2023	Nov. 2023- Dec. 2023	Dec. 2023- Jan. 2024
Snacks.....	0.349	1.9	-0.1	-0.9	0.4	0.6
Spices, seasonings, condiments, sauces.....	0.322	4.6	2.5	0.1	0.0	1.0
Salt and other seasonings and spices ^{2, 3}		3.2	2.6	0.3	-0.5	0.2
Olives, pickles, relishes ^{1, 2, 3}		2.5	-0.7	0.5	-0.1	-0.7
Sauces and gravies ^{2, 3}		6.7	2.0	0.7	0.5	0.5
Other condiments ³		4.1	9.6	-1.7	0.3	6.9
Baby food and formula ^{1, 2}	0.048	8.7	0.7	-0.4	-0.5	0.7
Other miscellaneous foods ²	0.572	1.8	-0.3	0.1	-0.3	0.3
Prepared salads ^{3, 4}		-0.4	-0.2	-1.1	0.3	-0.2
Food away from home ¹	5.388	5.1	0.5	0.4	0.3	0.5
Full service meals and snacks ^{1, 2}	2.474	4.3	0.4	0.5	0.3	0.4
Limited service meals and snacks ^{1, 2}	2.523	5.8	0.6	0.4	0.4	0.6
Food at employee sites and schools ^{1, 2}	0.080	3.1	-0.1	0.4	-0.1	-0.1
Food at elementary and secondary schools ^{1, 3, 5}		2.1	0.0	0.0	-0.1	0.0
Food from vending machines and mobile vendors ^{1, 2} ...	0.050	10.6	-0.5	0.3	0.1	-0.5
Other food away from home ^{1, 2}	0.261	6.7	0.2	0.3	0.0	0.2
Energy.....	6.655	-4.6	0.4	-1.6	-0.2	-0.9
Energy commodities.....	3.539	-6.9	-1.5	-3.8	-0.7	-3.2
Fuel oil and other fuels.....	0.167	-10.5	0.7	-1.0	-2.5	-2.3
Fuel oil.....	0.084	-14.2	-0.6	-1.1	-3.3	-4.5
Propane, kerosene, and firewood ⁶	0.083	-3.4	2.1	-0.1	-0.4	0.3
Motor fuel.....	3.372	-6.6	-1.6	-4.0	-0.6	-3.3
Gasoline (all types).....	3.261	-6.4	-1.5	-4.0	-0.6	-3.3
Gasoline, unleaded regular ³		-6.9	-1.5	-4.1	-0.6	-3.4
Gasoline, unleaded midgrade ^{3, 7}		-4.2	-1.5	-3.9	-0.5	-2.7
Gasoline, unleaded premium ³		-2.9	-1.7	-3.7	-0.3	-2.6
Other motor fuels ^{1, 2}	0.111	-14.9	-3.9	-4.2	-6.1	-3.9
Energy services.....	3.116	-2.0	2.5	1.0	0.3	1.4
Electricity.....	2.428	3.8	2.8	1.0	0.6	1.2
Utility (piped) gas service.....	0.688	-17.8	1.6	1.2	-0.6	2.0
All items less food and energy.....	79.790	3.9	0.6	0.3	0.3	0.4
Commodities less food and energy commodities.....	18.891	-0.3	0.2	-0.2	-0.1	-0.3
Household furnishings and supplies ⁸	3.523	-1.3	0.7	-0.5	-0.3	-0.1
Window and floor coverings and other linens ²	0.294	-4.6	1.8	-1.2	2.0	-0.9
Floor coverings ^{1, 2}	0.073	0.5	1.0	-1.6	2.1	1.0
Window coverings ^{1, 2}	0.075	-0.6	-0.4	0.3	0.1	-0.4
Other linens ²	0.147	-9.4	3.3	-2.7	2.8	-0.3
Furniture and bedding ¹	0.966	-2.9	1.3	-1.1	-1.2	1.3
Bedroom furniture ¹	0.323	-0.9	1.3	-1.0	-0.6	1.3
Living room, kitchen, and dining room furniture ^{1, 2} ...	0.485	-4.4	1.3	-1.0	-1.6	1.3
Other furniture ²	0.151	-2.7	1.5	-0.2	-1.4	0.2
Appliances ²	0.224	-3.9	2.9	-0.7	-0.4	0.9
Major appliances ²	0.069	-7.3	3.3	-1.2	0.6	1.2
Laundry equipment ^{1, 3}		-12.4	3.0	-3.8	2.1	3.0
Other appliances ²	0.152	-1.9	2.8	-0.7	-0.5	0.3
Other household equipment and furnishings ²	0.514	-2.0	0.6	-1.5	0.4	-1.2
Clocks, lamps, and decorator items ¹	0.298	-2.1	0.5	-3.3	-0.3	0.5
Indoor plants and flowers ⁹	0.111	3.0	0.7	0.1	-0.9	1.0
Dishes and flatware ^{1, 2}	0.043	-4.4	0.7	-4.7	3.0	0.7
Nonelectric cookware and tableware ²	0.062	-7.6	0.9	-0.4	-1.0	-1.5
Tools, hardware, outdoor equipment and supplies ^{1, 2} ...	0.722	-0.8	-0.7	-0.6	-0.9	-0.7
Tools, hardware and supplies ²	0.199	-0.9	-1.3	0.9	-0.2	-2.0
Outdoor equipment and supplies ^{1, 2}	0.308	-0.2	-0.3	-0.5	-1.4	-0.3

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, January 2024 — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Dec. 2023	Unadjusted percent change		Seasonally adjusted percent change		
		Jan. 2023- Jan. 2024	Dec. 2023- Jan. 2024	Oct. 2023- Nov. 2023	Nov. 2023- Dec. 2023	Dec. 2023- Jan. 2024
Housekeeping supplies ¹	0.804	1.8	0.4	-0.5	0.0	0.4
Household cleaning products ^{1, 2}	0.284	3.0	0.5	-0.7	0.0	0.5
Household paper products ^{1, 2}	0.173	3.8	0.1	-0.5	0.7	0.1
Miscellaneous household products ^{1, 2}	0.347	0.3	0.5	-0.4	-0.3	0.5
Apparel.....	2.512	0.1	1.7	-0.6	0.0	-0.7
Men's and boys' apparel.....	0.636	1.7	4.3	-1.2	-0.3	1.0
Men's apparel.....	0.488	1.9	4.9	-1.2	0.0	1.2
Men's suits, sport coats, and outerwear.....	0.076	-5.3	4.3	0.5	-1.0	2.0
Men's underwear, nightwear, swimwear, and accessories.....	0.156	2.2	4.4	-0.8	0.7	2.5
Men's shirts and sweaters ²	0.138	4.4	2.2	-0.2	0.0	0.3
Men's pants and shorts.....	0.114	3.3	9.5	-4.0	-0.4	1.4
Boys' apparel.....	0.147	1.0	2.3	-2.4	-1.3	0.2
Women's and girls' apparel.....	1.009	-1.0	0.1	-0.6	0.1	-1.6
Women's apparel.....	0.887	0.5	0.5	-0.5	0.6	-1.2
Women's outerwear.....	0.058	-1.1	-2.8	0.4	0.5	-3.5
Women's dresses.....	0.124	-1.7	-5.6	0.5	-0.1	-3.8
Women's suits and separates ²	0.410	0.7	1.0	-1.4	0.0	-0.4
Women's underwear, nightwear, swimwear, and accessories ²	0.289	1.9	3.0	-0.3	2.2	0.2
Girls' apparel.....	0.122	-9.0	-2.8	-1.2	-2.7	-4.6
Footwear.....	0.530	0.0	0.0	-0.2	-0.2	-0.9
Men's footwear ¹	0.186	-0.3	0.0	0.3	-2.0	0.0
Boys' and girls' footwear ¹	0.111	-1.6	0.1	-2.8	-1.5	0.1
Women's footwear.....	0.233	1.4	0.0	-0.1	-0.2	-0.4
Infants' and toddlers' apparel.....	0.099	-1.7	0.2	-0.4	0.4	-1.4
Jewelry and watches ⁶	0.238	0.6	6.0	0.1	0.9	-0.6
Watches ^{1, 6}	0.041	0.8	2.5	0.7	0.2	2.5
Jewelry ⁶	0.197	0.6	6.7	0.1	1.3	-1.6
Transportation commodities less motor fuel ⁸	6.232	-0.8	-1.1	0.5	0.3	-1.1
New vehicles.....	3.684	0.7	0.2	0.0	0.2	0.0
New cars ³		0.3	0.3	0.0	-0.1	0.2
New trucks ^{3, 10}		0.8	0.2	0.0	0.2	-0.1
Used cars and trucks.....	2.012	-3.5	-3.7	1.4	0.6	-3.4
Motor vehicle parts and equipment ¹	0.469	-0.8	0.7	0.1	0.3	0.7
Tires ¹	0.324	-0.4	0.8	-1.0	1.2	0.8
Vehicle accessories other than tires ^{1, 2}	0.145	-1.8	0.5	2.4	-1.5	0.5
Vehicle parts and equipment other than tires ^{1, 3} ...		-0.6	1.6	3.6	-2.5	1.6
Motor oil, coolant, and fluids ^{1, 3}		-2.7	-1.3	1.3	0.4	-1.3
Medical care commodities ¹	1.489	3.0	-0.6	0.5	-0.1	-0.6
Medicinal drugs ^{1, 8}	1.370	3.0	-0.5	0.5	-0.2	-0.5
Prescription drugs ¹	0.913	0.4	-0.8	0.5	-0.4	-0.8
Nonprescription drugs ⁸	0.458	9.2	0.0	0.4	0.7	1.1
Medical equipment and supplies ^{1, 8}	0.118	3.4	-1.4	0.5	1.2	-1.4
Recreation commodities ⁸	2.041	-0.6	1.1	-0.6	-0.5	0.8
Video and audio products ⁸	0.281	-5.8	2.1	-1.8	-1.5	1.5
Televisions.....	0.125	-9.7	2.1	-1.3	-0.4	0.9
Other video equipment ²	0.026	-3.3	1.6	-1.4	-0.3	0.0
Audio equipment ¹	0.059	-6.6	2.6	-1.6	-4.9	2.6
Recorded music and music subscriptions ^{1, 2}	0.067	2.0	2.0	-3.0	-1.5	2.0
Pets and pet products ¹	0.629	2.9	0.1	-0.3	0.5	0.1
Pet food ^{1, 2, 3}		4.8	-0.1	0.0	-0.1	-0.1
Purchase of pets, pet supplies, accessories ^{1, 2, 3} ...		0.5	0.7	-0.5	1.4	0.7
Sporting goods ¹	0.648	-1.1	2.0	-0.6	-1.2	2.0

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, January 2024 — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Dec. 2023	Unadjusted percent change		Seasonally adjusted percent change		
		Jan. 2023- Jan. 2024	Dec. 2023- Jan. 2024	Oct. 2023- Nov. 2023	Nov. 2023- Dec. 2023	Dec. 2023- Jan. 2024
Sports vehicles including bicycles ¹	0.429	-1.0	2.8	-0.9	-1.3	2.8
Sports equipment ¹	0.209	-1.6	0.6	-0.1	-0.9	0.6
Photographic equipment and supplies.....	0.024	8.5	2.3	1.0	-0.5	2.2
Photographic equipment ^{2, 3}		8.4	2.2	1.1	-0.6	1.5
Recreational reading materials ¹	0.102	0.5	-0.2	-0.3	-0.4	-0.2
Newspapers and magazines ^{1, 2}	0.055	0.0	-1.6	-0.3	0.4	-1.6
Recreational books ^{1, 2}	0.047	1.1	1.3	-0.3	-1.5	1.3
Other recreational goods ²	0.356	-2.8	0.5	-0.5	-0.5	-0.8
Toys.....	0.280	-4.2	0.8	-0.4	-0.6	-0.8
Toys, games, hobbies and playground equipment ^{2, 3}		-3.7	0.7	-0.3	-0.6	-0.6
Sewing machines, fabric and supplies ^{1, 2}	0.030	7.1	-1.8	-0.9	3.2	-1.8
Music instruments and accessories ^{1, 2}	0.030	3.0	-0.4	-1.3	-1.2	-0.4
Education and communication commodities ⁸	0.868	-6.6	0.6	-2.6	-0.2	0.6
Educational books and supplies ¹	0.082	-4.0	-0.8	-1.5	1.5	-0.8
College textbooks ^{1, 3, 11}		-5.7	-1.1	-1.4	1.4	-1.1
Information technology commodities ⁸	0.785	-6.9	0.8	-2.7	-0.4	0.8
Computers, peripherals, and smart home assistants ^{1, 4}	0.309	-2.1	1.9	-1.6	-1.3	1.9
Computer software and accessories ^{1, 2}	0.020	-8.6	2.0	-1.8	-2.8	2.0
Telephone hardware, calculators, and other consumer information items ^{1, 2}	0.456	-10.7	0.0	-3.7	0.6	0.0
Smartphones ^{1, 3, 12}		-13.2	0.2	-3.7	0.3	0.2
Alcoholic beverages.....	0.854	2.3	0.3	-0.1	0.1	0.3
Alcoholic beverages at home.....	0.477	1.2	0.5	-0.2	0.3	0.2
Beer, ale, and other malt beverages at home.....	0.176	2.4	0.7	-0.4	0.3	0.5
Distilled spirits at home ¹	0.116	-0.2	0.0	-0.1	-0.5	0.0
Whiskey at home ^{1, 3}		1.6	0.7	-0.1	-0.8	0.7
Distilled spirits, excluding whiskey, at home ^{1, 3}		-0.8	-0.6	0.1	-0.2	-0.6
Wine at home ¹	0.184	0.9	0.7	-0.7	-0.1	0.7
Alcoholic beverages away from home ¹	0.377	4.0	0.0	0.1	0.2	0.0
Beer, ale, and other malt beverages away from home ^{1, 2, 3}		4.0	-0.1	0.0	0.0	-0.1
Wine away from home ^{1, 2, 3}		4.5	0.4	0.3	-0.1	0.4
Distilled spirits away from home ^{1, 2, 3}		4.7	-0.1	0.1	0.4	-0.1
Other goods ⁸	1.372	4.4	0.6	0.0	-0.5	0.3
Tobacco and smoking products ¹	0.542	7.4	0.3	1.1	-0.1	0.3
Cigarettes ^{1, 2}	0.444	7.5	0.5	1.1	-0.3	0.5
Tobacco products other than cigarettes ^{1, 2}	0.093	6.9	-0.7	1.5	1.1	-0.7
Personal care products ¹	0.666	3.5	0.5	-0.6	-1.1	0.5
Hair, dental, shaving, and miscellaneous personal care products ^{1, 2}	0.351	6.2	0.7	-0.3	0.0	0.7
Cosmetics, perfume, bath, nail preparations and implements ¹	0.304	0.5	0.3	-0.9	-2.3	0.3
Miscellaneous personal goods ²	0.165	-1.9	2.0	-1.2	0.3	-0.6
Stationery, stationery supplies, gift wrap ³		-0.1	0.1	-1.4	-0.2	0.3
Services less energy services.....	60.899	5.4	0.7	0.5	0.4	0.7
Shelter.....	36.191	6.0	0.6	0.4	0.4	0.6
Rent of shelter ¹³	35.778	6.1	0.6	0.4	0.4	0.6
Rent of primary residence.....	7.671	6.1	0.3	0.4	0.4	0.4
Lodging away from home ²	1.338	1.0	4.3	-0.5	0.2	1.8
Housing at school, excluding board ¹³	0.245	3.9	0.1	0.3	0.3	0.3
Other lodging away from home including hotels and motels.....	1.093	0.6	5.2	-0.6	0.1	2.4
Owners' equivalent rent of residences ¹³	26.769	6.2	0.5	0.5	0.4	0.6

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, January 2024 — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Dec. 2023	Unadjusted percent change		Seasonally adjusted percent change		
		Jan. 2023- Jan. 2024	Dec. 2023- Jan. 2024	Oct. 2023- Nov. 2023	Nov. 2023- Dec. 2023	Dec. 2023- Jan. 2024
Owners' equivalent rent of primary residence ¹³ ..	25.440	6.2	0.5	0.5	0.4	0.6
Tenants' and household insurance ^{1, 2}	0.413	4.1	0.7	0.5	0.3	0.7
Water and sewer and trash collection services ²	1.086	5.5	1.4	0.4	0.1	1.1
Water and sewerage maintenance	0.759	5.2	1.7	0.2	0.2	1.2
Garbage and trash collection ^{1, 10}	0.326	6.4	0.8	0.7	0.1	0.8
Household operations ^{1, 2}						
Domestic services ^{1, 2}						
Gardening and lawn care services ^{1, 2}				0.9		
Moving, storage, freight expense ^{1, 2}	0.142	-4.9	-1.0	0.0	-2.0	-1.0
Repair of household items ^{1, 2}	0.139	18.2				
Medical care services	6.515	0.6	1.0	0.5	0.5	0.7
Professional services	3.630	1.8	0.5	0.5	0.3	0.5
Physicians' services ¹	1.828	0.1	0.6	0.6	0.2	0.6
Dental services	0.906	4.8	0.4	0.4	0.7	0.4
Eyeglasses and eye care ^{1, 6}	0.333	2.7	0.0	-0.2	-0.2	0.0
Services by other medical professionals ^{1, 6}	0.563	2.1	0.6	0.0	0.0	0.6
Hospital and related services ¹	2.305	6.5	1.6	0.1	0.5	1.6
Hospital services ^{1, 14}	1.987	6.7	1.6	0.1	0.5	1.6
Inpatient hospital services ^{1, 3, 14}		5.9	1.5	0.1	0.5	1.5
Outpatient hospital services ^{1, 3, 6}		8.3	2.0	0.1	0.8	2.0
Nursing homes and adult day services ¹⁴	0.167	5.0	2.0	0.3	0.2	1.2
Care of invalids and elderly at home ^{1, 5}	0.151	6.7	1.6	-0.4	0.4	1.6
Health insurance ^{1, 5}	0.580	-23.3	1.4	1.1	1.1	1.4
Transportation services	6.294	9.5	0.7	1.0	0.1	1.0
Leased cars and trucks ^{1, 11}	0.517	-1.6				
Car and truck rental ²	0.139	-14.1	-6.8	-2.0	-1.3	-0.7
Motor vehicle maintenance and repair ¹	1.233	6.5	0.8	0.3	-0.3	0.8
Motor vehicle body work ¹	0.057	4.3	0.7	-0.1	1.0	0.7
Motor vehicle maintenance and servicing ¹	0.569	5.7	1.0	0.5	-0.5	1.0
Motor vehicle repair ^{1, 2}	0.518	7.9	0.5	0.0	-0.1	0.5
Motor vehicle insurance	2.794	20.6	1.8	1.2	1.7	1.4
Motor vehicle fees ^{1, 2}	0.540	2.6	1.1	-1.1	0.6	1.1
State motor vehicle registration and license fees ^{1, 2}	0.292	1.8	0.6	0.0	0.3	0.6
Parking and other fees ^{1, 2}	0.226	3.8	1.9	-2.6	1.1	1.9
Parking fees and tolls ^{2, 3}		4.8	1.8	-0.5	-0.8	1.3
Public transportation	1.071	-4.8	0.9	-0.4	-0.1	1.3
Airline fares	0.751	-6.4	1.7	-0.2	0.9	1.4
Other intercity transportation	0.089	-3.4	-1.5	-1.2	-2.3	0.2
Ship fare ^{1, 2, 3}		9.1	2.1	-1.6	-0.6	2.1
Intracity transportation ¹	0.224	1.7	-1.0	-0.2	0.4	-1.0
Intracity mass transit ^{1, 3, 8}		2.1	-0.4	0.0	-0.3	-0.4
Recreation services ⁸	3.265	5.3	0.5	0.1	1.1	0.4
Video and audio services ⁸	0.909	5.3	0.6	-0.1	0.7	0.3
Cable, satellite, and live streaming television service ¹⁰	0.780	5.7	0.6	0.0	0.7	0.2
Purchase, subscription, and rental of video ^{1, 2}	0.129	2.9	0.8	-0.8	0.4	0.8
Video discs and other media ^{1, 2, 3}		10.5	0.6	-2.2	0.8	0.6
Subscription and rental of video and video games ^{1, 2, 3}		0.9	-0.3	1.1	0.4	-0.3
Pet services including veterinary ^{1, 2}	0.426	7.0	0.9	-0.3	0.9	0.9
Pet services ^{1, 2, 3}		4.8	5.6	-2.1	0.0	5.6
Veterinarian services ^{1, 2, 3}		9.6	-0.1	1.0	1.2	-0.1
Photographers and photo processing ^{1, 2}	0.052	4.1	0.7	0.1	0.1	0.7

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, January 2024 — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Dec. 2023	Unadjusted percent change		Seasonally adjusted percent change		
		Jan. 2023- Jan. 2024	Dec. 2023- Jan. 2024	Oct. 2023- Nov. 2023	Nov. 2023- Dec. 2023	Dec. 2023- Jan. 2024
Other recreation services ²	1.878	4.8	0.4	0.3	1.6	0.4
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees ^{1, 2} ..	0.716	3.1	0.7	0.2	1.5	0.7
Admissions ¹	0.641	7.0	-0.3	0.9	1.4	-0.3
Admission to movies, theaters, and concerts ^{1, 2, 3}		5.2	0.4	1.5	1.0	0.4
Admission to sporting events ^{1, 2, 3}		13.5	-0.9	0.0	3.2	-0.9
Fees for lessons or instructions ^{1, 6}	0.221	6.2	0.7	-0.4	1.8	0.7
Education and communication services ⁸	5.038	1.3	0.4	0.1	0.2	0.4
Tuition, other school fees, and childcare.....	2.406	2.7	0.2	0.1	0.2	0.4
College tuition and fees.....	1.275	1.3	0.0	0.0	0.2	0.2
Elementary and high school tuition and fees.....	0.291	4.9	0.0	0.2	0.3	0.3
Day care and preschool ⁹	0.703	4.7	0.8	0.3	0.4	0.7
Technical and business school tuition and fees ^{1, 2} ..	0.048	1.7	0.0	0.2	0.1	0.0
Postage and delivery services ²	0.065	1.2	2.0	-0.1	0.1	1.2
Postage.....	0.056	0.8	1.5	-0.3	0.2	1.4
Delivery services ²	0.009	3.6	4.7	0.9	-0.5	0.5
Telephone services ^{1, 2}	1.578	-2.1	0.0	0.0	0.1	0.0
Wireless telephone services ^{1, 2}	1.372	-3.2	-0.3	0.0	0.0	-0.3
Residential telephone services ^{1, 8}	0.206	4.5	1.4	0.0	0.8	1.4
Internet services and electronic information providers ^{1, 2}	0.980	3.8	1.2	0.2	0.1	1.2
Other personal services ^{1, 8}	1.526	6.8	1.0	0.3	0.1	1.0
Personal care services ¹	0.629	4.2	0.7	0.3	0.1	0.7
Haircuts and other personal care services ^{1, 2}	0.629	4.2	0.7	0.3	0.1	0.7
Miscellaneous personal services ¹	0.898	8.7	1.2	0.3	0.1	1.2
Legal services ^{1, 6}						
Funeral expenses ^{1, 6}	0.158	4.7	0.4	0.7	0.5	0.4
Laundry and dry cleaning services ^{1, 2}	0.155	5.4	0.7	0.7	0.4	0.7
Apparel services other than laundry and dry cleaning ^{1, 2}	0.025	5.6	1.5	0.6	0.1	1.5
Financial services ^{1, 6}	0.226	8.3	2.4	-0.1	-0.2	2.4
Checking account and other bank services ^{1, 2, 3} ...		4.4	0.0	0.0	0.8	0.0
Tax return preparation and other accounting fees ^{1, 2, 3}		11.2		-0.1		

¹ Not seasonally adjusted.

² Indexes on a December 1997=100 base.

³ Special index based on a substantially smaller sample.

⁴ Indexes on a December 2007=100 base.

⁵ Indexes on a December 2005=100 base.

⁶ Indexes on a December 1986=100 base.

⁷ Indexes on a December 1993=100 base.

⁸ Indexes on a December 2009=100 base.

⁹ Indexes on a December 1990=100 base.

¹⁰ Indexes on a December 1983=100 base.

¹¹ Indexes on a December 2001=100 base.

¹² Indexes on a December 2019=100 base.

¹³ Indexes on a December 1982=100 base.

¹⁴ Indexes on a December 1996=100 base.

Table 3. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, special aggregate indexes, January 2024

[1982-84=100, unless otherwise noted]

Special aggregate indexes	Relative importance Dec. 2023	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Jan. 2023	Dec. 2023	Jan. 2024	Jan. 2023- Jan. 2024	Dec. 2023- Jan. 2024	Oct. 2023- Nov. 2023	Nov. 2023- Dec. 2023	Dec. 2023- Jan. 2024
All items less food.....	86.445	296.105	303.866	305.500	3.2	0.5	0.2	0.2	0.3
All items less shelter.....	63.809	274.976	277.848	279.224	1.5	0.5	0.0	0.1	0.1
All items less food and shelter.....	50.254	264.101	266.227	267.478	1.3	0.5	0.0	0.1	0.1
All items less food, shelter, and energy.....	43.599	264.519	269.032	270.329	2.2	0.5	0.2	0.2	0.2
All items less food, shelter, energy, and used cars and trucks.....	41.587	268.746	273.566	275.444	2.5	0.7	0.1	0.1	0.4
All items less medical care.....	91.996	287.019	294.829	296.402	3.3	0.5	0.1	0.2	0.3
All items less energy.....	93.345	303.612	313.024	314.764	3.7	0.6	0.3	0.3	0.4
Commodities.....	35.985	220.468	220.324	220.683	0.1	0.2	-0.4	0.0	-0.3
Commodities less food, energy, and used cars and trucks.....	16.879	163.174	162.267	163.295	0.1	0.6	-0.4	-0.2	0.1
Commodities less food.....	22.430	178.367	176.282	176.114	-1.3	-0.1	-0.8	-0.2	-0.7
Commodities less food and beverages.....	21.576	174.751	172.516	172.324	-1.4	-0.1	-0.8	-0.2	-0.7
Services.....	64.015	376.415	392.042	395.020	4.9	0.8	0.5	0.4	0.7
Services less rent of shelter ¹	28.237	394.542	404.884	408.614	3.6	0.9	0.5	0.4	0.6
Services less medical care services.....	57.499	359.292	376.145	378.914	5.5	0.7	0.5	0.4	0.6
Durables.....	10.301	125.749	124.061	123.752	-1.6	-0.2	-0.3	-0.4	-0.5
Nondurables.....	25.685	269.657	271.155	272.044	0.9	0.3	-0.5	0.4	-0.4
Nondurables less food.....	12.129	228.378	226.113	226.194	-1.0	0.0	-1.2	0.5	-1.4
Nondurables less food and beverages.....	11.276	225.060	222.337	222.371	-1.2	0.0	-1.3	0.5	-1.5
Nondurables less food, beverages, and apparel.....	8.764	290.445	287.273	285.921	-1.6	-0.5	-1.4	0.5	-1.6
Nondurables less food and apparel.....	9.617	288.197	285.811	284.663	-1.2	-0.4	-1.3	0.5	-1.5
Housing.....	45.065	313.747	325.640	328.222	4.6	0.8	0.4	0.3	0.6
Education and communication ²	5.906	145.336	144.806	145.370	0.0	0.4	-0.3	0.1	0.4
Education ²	2.489	287.509	294.040	294.574	2.5	0.2	0.1	0.3	0.3
Communication ²	3.417	75.750	74.205	74.607	-1.5	0.5	-0.5	0.0	0.5
Information and information processing ²	3.352	71.356	69.882	70.241	-1.6	0.5	-0.6	0.0	0.5
Information technology, hardware and services ³	1.774	7.120	6.973	7.043	-1.1	1.0	-1.1	-0.1	1.0
Recreation ²	5.307	134.077	136.811	137.800	2.8	0.7	-0.2	0.4	0.5
Video and audio ²	1.190	113.362	115.495	116.615	2.9	1.0	-0.4	0.2	0.6
Pets, pet products and services ²	1.055	210.689	219.648	220.617	4.7	0.4	-0.3	0.7	0.4
Photography ²	0.077	83.747	87.336	88.366	5.5	1.2	0.4	-0.1	1.1
Food and beverages.....	14.409	316.705	322.933	324.782	2.6	0.6	0.2	0.2	0.4
Domestically produced farm food.....	6.798	312.052	313.710	315.361	1.1	0.5	-0.5	-0.1	0.5
Other services.....	9.830	397.606	409.266	411.301	3.4	0.5	0.1	0.5	0.5
Apparel less footwear.....	1.982	119.789	117.348	119.886	0.1	2.2	-0.7	0.1	-0.6
Fuels and utilities.....	4.369	315.652	306.768	313.469	-0.7	2.2	0.8	0.2	1.2
Household energy.....	3.283	270.214	257.327	263.599	-2.4	2.4	0.9	0.2	1.2
Medical care.....	8.004	551.422	553.485	557.215	1.1	0.7	0.5	0.4	0.5
Transportation.....	15.898	257.874	263.375	262.110	1.6	-0.5	-0.2	0.1	-0.6
Private transportation.....	14.828	256.981	263.427	261.899	1.9	-0.6	-0.2	0.1	-0.8
New and used motor vehicles ²	6.420	125.343	125.975	124.005	-1.1	-1.6	0.9	-0.3	-1.4
Utilities and public transportation.....	7.630	258.227	253.458	257.042	-0.5	1.4	0.5	0.3	1.0
Household furnishings and operations.....	4.506	147.352	146.600	147.673	0.2	0.7	-0.3	-0.3	0.0
Other goods and services.....	2.899	521.433	546.784	551.140	5.7	0.8	0.4	0.0	0.5
Personal care.....	2.357	265.504	277.089	279.606	5.3	0.9	0.2	0.0	0.6

¹ Indexes on a December 1982=100 base.

² Indexes on a December 1997=100 base.

³ Indexes on a December 1988=100 base.

Table 4. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index, January 2024
[1982-84=100, unless otherwise noted]

Area	Pricing Schedule ¹	Percent change to Jan. 2024 from:			Percent change to Dec. 2023 from:		
		Jan. 2023	Nov. 2023	Dec. 2023	Dec. 2022	Oct. 2023	Nov. 2023
U.S. city average.....	M	3.1	0.4	0.5	3.4	-0.3	-0.1
Region and area size²							
Northeast.....	M	2.5	0.6	0.6	2.6	0.0	0.0
Northeast - Size Class A.....	M	3.1	0.9	0.8	3.1	0.0	0.1
Northeast - Size Class B/C ³	M	1.8	0.2	0.4	1.9	-0.1	-0.2
New England ⁴	M	2.0	0.4	0.5	2.3	0.2	-0.1
Middle Atlantic ⁴	M	2.7	0.7	0.7	2.7	-0.1	0.0
Midwest.....	M	2.7	0.1	0.3	3.2	-0.4	-0.2
Midwest - Size Class A.....	M	2.9	0.2	0.3	3.3	-0.3	-0.1
Midwest - Size Class B/C ³	M	2.5	0.0	0.3	3.1	-0.4	-0.3
East North Central ⁴	M	2.5	0.2	0.4	3.1	-0.2	-0.1
West North Central ⁴	M	3.0	-0.3	0.1	3.3	-0.7	-0.4
South.....	M	3.4	0.5	0.6	3.7	-0.2	-0.1
South - Size Class A.....	M	3.9	0.3	0.3	4.2	0.1	0.0
South - Size Class B/C ³	M	3.2	0.6	0.7	3.4	-0.4	-0.1
South Atlantic ⁴	M	3.5	0.4	0.5	3.7	-0.2	0.0
East South Central ⁴	M	3.6	0.4	0.7	3.7	-0.6	-0.3
West South Central ⁴	M	3.2	0.6	0.6	3.6	-0.1	0.0
West.....	M	3.3	0.5	0.7	3.6	-0.5	-0.1
West - Size Class A.....	M	3.0	0.5	0.5	3.7	-0.5	-0.1
West - Size Class B/C ³	M	3.7	0.6	0.8	3.5	-0.6	-0.2
Mountain ⁴	M	3.0	0.4	0.5	3.0	-0.6	-0.1
Pacific ⁴	M	3.5	0.6	0.7	3.8	-0.5	-0.1
Size classes							
Size Class A ⁵	M	3.2	0.5	0.5	3.6	-0.2	0.0
Size Class B/C ³	M	3.0	0.4	0.6	3.1	-0.4	-0.2
Selected local areas							
Chicago-Naperville-Elgin, IL-IN-WI.....	M	3.3	0.8	0.8	3.3	-0.5	0.0
Los Angeles-Long Beach-Anaheim, CA.....	M	2.5	1.0	1.0	3.5	-0.3	0.0
New York-Newark-Jersey City, NY-NJ-PA.....	M	3.1	1.1	1.0	2.9	-0.2	0.1
Atlanta-Sandy Springs-Roswell, GA.....	2				3.6	-0.1	
Baltimore-Columbia-Towson, MD ⁶	2				2.1	-0.3	
Detroit-Warren-Dearborn, MI.....	2				4.5	0.0	
Houston-The Woodlands-Sugar Land, TX.....	2				4.5	-0.1	
Miami-Fort Lauderdale-West Palm Beach, FL.....	2				5.7	-0.2	
Philadelphia-Camden-Wilmington, PA-NJ-DE-MD.....	2				3.9	0.0	
Phoenix-Mesa-Scottsdale, AZ ⁷	2				2.7	-0.9	
San Francisco-Oakland-Hayward, CA.....	2				2.6	-0.4	
Seattle-Tacoma-Bellevue, WA.....	2				4.4	-0.3	
St. Louis, MO-IL.....	2				2.8	-0.2	
Urban Alaska.....	2				1.8	-1.1	
Boston-Cambridge-Newton, MA-NH.....	1	2.0	0.7				
Dallas-Fort Worth-Arlington, TX.....	1	5.3	0.9				
Denver-Aurora-Lakewood, CO.....	1	3.5	-0.1				
Minneapolis-St. Paul-Bloomington, MN-WI.....	1	2.6	0.2				
Riverside-San Bernardino-Ontario, CA ⁴	1	2.9	0.0				
San Diego-Carlsbad, CA.....	1	3.8	0.4				
Tampa-St. Petersburg-Clearwater, FL ⁸	1	3.9	0.5				
Urban Hawaii.....	1	3.9	0.5				
Washington-Arlington-Alexandria, DC-VA-MD-WV ⁶	1	3.6	0.5				

¹ Foods, fuels, and several other items are priced every month in all areas. Most other goods and services are priced as indicated: M - Every month.

1 - January, March, May, July, September, and November. 2 - February, April, June, August, October, and December.

² Regions defined as the four Census regions.

³ Indexes on a December 1996=100 base.

⁴ Indexes on a December 2017=100 base.

⁵ Indexes on a December 1986=100 base.

⁶ 1998 - 2017 indexes based on substantially smaller sample.

⁷ Indexes on a December 2001=100 base.

⁸ Indexes on a 1987=100 base.

NOTE: Local area indexes are byproducts of the national CPI program. Each local index has a smaller sample size than the national index and is, therefore, subject to substantially more sampling and other measurement error. As a result, local area indexes show greater volatility than the national index, although their long-term trends are similar. Therefore, the Bureau of Labor Statistics strongly urges users to consider adopting the national average CPI for use in their escalator clauses.

Table 5. Chained Consumer Price Index for All Urban Consumers (C-CPI-U) and the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items index, January 2024
[Percent changes]

Month Year	Unadjusted 1-month percent change		Unadjusted 12-month percent change	
	C-CPI-U ¹	CPI-U	C-CPI-U ¹	CPI-U
December 2011.....			2.9	3.0
December 2012.....			1.5	1.7
December 2013.....			1.3	1.5
December 2014.....			0.5	0.8
December 2015.....			0.4	0.7
December 2016.....			1.8	2.1
December 2017.....			1.7	2.1
December 2018.....			1.5	1.9
December 2019.....			1.8	2.3
December 2020.....			1.5	1.4
December 2021.....			6.5	7.0
January 2022.....	0.8	0.8	6.8	7.5
February 2022.....	0.9	0.9	7.3	7.9
March 2022.....	1.4	1.3	8.1	8.5
April 2022.....	0.6	0.6	7.9	8.3
May 2022.....	1.1	1.1	8.3	8.6
June 2022.....	1.2	1.4	8.7	9.1
July 2022.....	0.0	0.0	8.1	8.5
August 2022.....	-0.1	0.0	7.9	8.3
September 2022.....	0.3	0.2	7.9	8.2
October 2022.....	0.5	0.4	7.6	7.7
November 2022.....	-0.1	-0.1	7.0	7.1
December 2022.....	-0.3	-0.3	6.4	6.5
January 2023.....	0.8	0.8	6.4	6.4
February 2023.....	0.5	0.6	6.0	6.0
March 2023.....	0.3	0.3	4.8	5.0
April 2023.....	0.5	0.5	4.7	4.9
May 2023.....	0.2	0.3	3.7	4.0
June 2023.....	0.3	0.3	2.9	3.0
July 2023.....	0.2	0.2	3.0	3.2
August 2023.....	0.4	0.4	3.6	3.7
September 2023.....	0.2	0.2	3.5	3.7
October 2023.....	0.0	0.0	3.0	3.2
November 2023.....	-0.2	-0.2	2.8	3.1
December 2023.....	-0.1	-0.1	3.0	3.4
January 2024.....	0.5	0.5	2.8	3.1

¹ The C-CPI-U is designed to be a closer approximation to a cost-of-living index in that it, in its final form, accounts for any substitution that consumers make across item categories in response to changes in relative prices. Since the expenditure data required for the calculation of the C-CPI-U are available only with a time lag, the C-CPI-U is issued first in preliminary form using the latest available expenditure data at that time and is subject to four revisions.

Indexes are issued as initial estimates. Indexes are revised each quarter with the publication of January, April, July, and October data as updated expenditure estimates become available. The C-CPI-U indexes are updated quarterly until they become final. January-March indexes are final in January of the following year; April-June indexes are final in April of the following year; July-September indexes are final in July of the following year; October-December indexes are final in October of the following year.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, January 2024, 1-month analysis table
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Dec. 2023	One Month				
		Seasonally adjusted percent change Dec. 2023-Jan. 2024	Seasonally adjusted effect on All Items Dec. 2023-Jan. 2024 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
All items.....	100.000	0.3		0.04	L-Sep.2023	0.4
Food.....	13.555	0.4	0.052	0.08	L-Jan.2023	0.6
Food at home.....	8.167	0.4	0.030	0.12	L-Jan.2023	0.5
Cereals and bakery products.....	1.066	-0.2	-0.003	0.28	S-Jan.2021	-0.6
Cereals and cereal products.....	0.314	-0.1	0.000	0.46	L-Nov.2023	0.2
Flour and prepared flour mixes.....	0.051	-1.2	-0.001	0.82	S-Jan.2021	-1.2
Breakfast cereal ⁴	0.123	-0.8	-0.001	0.88	L-Nov.2023	0.8
Rice, pasta, cornmeal.....	0.139	-0.1	0.000	0.50	S-Nov.2023	-0.7
Rice ^{4, 5, 6}		-0.6		0.69	S-Oct.2023	-0.9
Bakery products ⁴	0.752	0.1	0.001	0.34	L-Nov.2023	0.2
Bread ^{4, 5}	0.203	0.3	0.001	0.56	L-Oct.2023	1.0
White bread ^{4, 6}		0.5		0.76	L-Oct.2023	1.0
Bread other than white ^{4, 6}		0.0		0.86	L-Nov.2023	0.6
Fresh biscuits, rolls, muffins ⁵	0.117	-0.3	0.000	1.03	L-Nov.2023	1.1
Cakes, cupcakes, and cookies ⁴	0.191	0.1	0.000	0.59	L-Nov.2023	0.7
Cookies ^{4, 6}		0.3		0.72	L-Jul.2023	0.8
Fresh cakes and cupcakes ^{4, 6}		-1.0		0.73	S-Sep.2023	-1.0
Other bakery products.....	0.241	-0.8	-0.002	0.69	S-Jan.2021	-2.0
Fresh sweetrolls, coffeecakes, doughnuts ^{4, 6} ...		-0.7		1.05	S-Sep.2023	-1.0
Crackers, bread, and cracker products ⁶		-1.0		1.06	S-Mar.2021	-1.1
Frozen and refrigerated bakery products, pies, tarts, turnovers ⁶		-0.3		1.20	S-Sep.2023	-1.9
Meats, poultry, fish, and eggs.....	1.722	0.0	0.000	0.26	S-Nov.2023	-0.2
Meats, poultry, and fish.....	1.603	-0.2	-0.003	0.27	S-Nov.2023	-0.3
Meats.....	1.033	-0.1	-0.001	0.33	S-Nov.2023	-0.3
Beef and veal.....	0.461	-0.3	-0.001	0.45	S-Oct.2022	-0.7
Uncooked ground beef ⁴	0.160	-1.3	-0.002	0.50	S-Nov.2023	-1.5
Uncooked beef roasts ⁵	0.077	0.5	0.000	1.42	L-Nov.2023	1.8
Uncooked beef steaks ⁵	0.174	0.9	0.002	0.92	S-Nov.2023	-0.8
Uncooked other beef and veal ^{4, 5}	0.050	0.3	0.000	0.84	L-Nov.2023	1.6
Pork.....	0.328	-0.3	-0.001	0.61	S-Nov.2023	-1.1
Bacon, breakfast sausage, and related products ⁵	0.142	-0.6	-0.001	0.89	S-Nov.2023	-1.4
Bacon and related products ⁶		-1.3		1.16	S-Nov.2023	-2.4
Breakfast sausage and related products ^{5, 6} ...		0.2		1.10	L-Jul.2023	0.2
Ham.....	0.063	-3.1	-0.002	1.63	S-Mar.2021	-6.6
Ham, excluding canned ⁶		-3.4		1.33	S-Mar.2021	-6.6
Pork chops ⁴	0.042	0.4	0.000	1.32	L-Oct.2023	3.5
Other pork including roasts, steaks, and ribs ⁵ ...	0.081	0.9	0.001	1.43	L-Oct.2023	0.9
Other meats.....	0.244	0.3	0.001	0.61	L-Jul.2023	0.5
Frankfurters ⁶		1.9		1.68	L-Sep.2023	3.8
Lunchmeats ^{4, 5, 6}		-0.8		0.78	S-Aug.2023	-1.3
Poultry ⁴	0.314	0.3	0.001	0.63	L-Oct.2023	0.3
Chicken ^{4, 5}	0.254	-0.2	-0.001	0.64	S-Nov.2023	-0.4
Fresh whole chicken ^{4, 6}		0.5		1.05	L-Nov.2023	1.4
Fresh and frozen chicken parts ^{4, 6}		-0.6		0.66	S-Nov.2023	-1.1
Other uncooked poultry including turkey ⁵	0.060	0.2	0.000	1.31	L-Oct.2023	1.0
Fish and seafood.....	0.257	-1.3	-0.003	0.51	S-May 2023	-1.7
Fresh fish and seafood ^{4, 5}	0.121	0.1	0.000	0.75	L-Aug.2023	0.5
Processed fish and seafood ⁵	0.135	-1.2	-0.002	0.82	S-May 2023	-1.9
Shelf stable fish and seafood ⁶		-2.9		1.41	S-Jul.2022	-3.2
Frozen fish and seafood ⁶		0.9		1.00	L-Aug.2023	0.9

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, January 2024, 1-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Dec. 2023	One Month				
		Seasonally adjusted percent change Dec. 2023- Jan. 2024	Seasonally adjusted effect on All Items Dec. 2023- Jan. 2024 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
Eggs.....	0.119	3.4	0.004	0.83	S-Nov.2023	2.6
Dairy and related products.....	0.748	0.2	0.002	0.36	L-Oct.2023	0.2
Milk ⁵	0.178	-0.6	-0.001	0.39	S-Apr.2023	-1.2
Fresh whole milk ⁶		-1.1		0.37	S-Apr.2023	-1.5
Fresh milk other than whole ^{4, 5, 6}		-0.9		0.48	S-Mar.2023	-1.3
Cheese and related products ⁴	0.236	1.0	0.002	0.61	L-Jul.2022	2.0
Ice cream and related products.....	0.111	-1.7	-0.002	1.05	S-Nov.2021	-2.0
Other dairy and related products ⁵	0.223	0.9	0.002	0.60	L-Nov.2022	1.3
Fruits and vegetables.....	1.410	0.4	0.005	0.30	L-Jul.2023	0.5
Fresh fruits and vegetables.....	1.070	0.5	0.005	0.37	L-Nov.2023	0.5
Fresh fruits.....	0.575	-1.2	-0.007	0.52	S-Jul.2021	-1.3
Apples.....	0.070	-2.1	-0.002	1.00	S-Oct.2023	-6.7
Bananas ⁴	0.085	-1.5	-0.001	0.64	S-Mar.2023	-1.5
Citrus fruits ⁵	0.162	-2.4	-0.004	0.84	S-Jul.2021	-3.6
Oranges, including tangerines ⁶		-2.3		1.43	S-Jul.2021	-4.1
Other fresh fruits ⁵	0.258	0.7	0.002	1.13	S-Nov.2023	0.4
Fresh vegetables.....	0.495	2.4	0.012	0.49	L-Jan.2020	2.7
Potatoes.....	0.073	0.9	0.001	0.96	L-Nov.2023	3.7
Lettuce.....	0.064	1.1	0.001	1.17	L-May 2023	4.2
Tomatoes.....	0.082	4.6	0.004	1.05	L-Jan.2020	5.3
Other fresh vegetables.....	0.276	2.1	0.006	0.73	L-Apr.2017	3.4
Processed fruits and vegetables ⁵	0.340	0.2	0.001	0.43	S-Nov.2023	-1.1
Canned fruits and vegetables ⁵	0.167	0.0	0.000	0.59	S-Nov.2023	-0.5
Canned fruits ^{5, 6}		-0.6		0.93	S-Aug.2023	-0.9
Canned vegetables ^{5, 6}		0.4		0.84	S-Nov.2023	-0.7
Frozen fruits and vegetables ⁵	0.105	-0.3	0.000	0.84	S-Nov.2023	-1.4
Frozen vegetables ⁶		0.3		1.07	S-Nov.2023	-2.2
Other processed fruits and vegetables including dried ⁵	0.068	1.0	0.001	0.70	L-Oct.2023	1.2
Dried beans, peas, and lentils ^{4, 5, 6}		0.0		1.06	S-Nov.2023	-2.3
Nonalcoholic beverages and beverage materials.....	1.027	1.2	0.012	0.39	L-Jul.2022	2.2
Juices and nonalcoholic drinks ⁵	0.730	1.4	0.010	0.45	L-Jul.2022	1.8
Carbonated drinks.....	0.324	1.6	0.005	0.82	L-Jul.2022	2.3
Frozen noncarbonated juices and drinks ^{4, 5}	0.008	9.9	0.001	1.04	L-EVER	—
Nonfrozen noncarbonated juices and drinks ⁵	0.397	1.7	0.007	0.57	L-Apr.2022	1.9
Beverage materials including coffee and tea ⁵	0.298	0.5	0.001	0.64	L-Sep.2023	0.7
Coffee.....	0.186	0.6	0.001	0.85	L-Dec.2022	0.7
Roasted coffee ⁶		0.8		1.09	L-Dec.2022	0.9
Instant coffee ^{4, 6}		1.8		1.03	L-Jan.2023	3.6
Other beverage materials including tea ^{4, 5}	0.112	-0.1	0.000	0.73	S-Oct.2023	-1.5
Other food at home.....	2.193	0.6	0.013	0.23	L-Jan.2023	0.7
Sugar and sweets ⁴	0.295	1.0	0.003	0.50	L-Jun.2023	1.8
Sugar and sugar substitutes.....	0.042	0.5	0.000	0.53	S-Nov.2023	-0.6
Candy and chewing gum ⁵	0.192	0.3	0.001	0.71	L-Nov.2023	0.5
Other sweets ⁵	0.061	-0.7	0.000	0.89	S-Mar.2023	-1.0
Fats and oils.....	0.252	-0.3	-0.001	0.49	S-Sep.2023	-0.6
Butter and margarine ⁵	0.076	-0.2	0.000	0.83	L-Nov.2023	2.5
Butter ⁶		-0.1		1.34	S-Aug.2023	-1.5
Margarine ⁶		1.1		1.62	L-Oct.2023	1.4
Salad dressing ^{4, 5}	0.060	-0.1	0.000	1.11	S-Nov.2023	-1.6
Other fats and oils including peanut butter ⁵	0.116	-0.1	0.000	0.71	S-Nov.2023	-0.4
Peanut butter ^{4, 5, 6}		0.0		0.97	S-Nov.2023	-2.1
Other foods.....	1.646	0.6	0.010	0.29	L-Mar.2023	0.7

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, January 2024, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Dec. 2023	One Month				
		Seasonally adjusted percent change Dec. 2023- Jan. 2024	Seasonally adjusted effect on All Items Dec. 2023- Jan. 2024 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
Soups.....	0.095	1.0	0.001	1.01	L-Aug.2023	1.0
Frozen and freeze dried prepared foods.....	0.261	0.6	0.002	0.62	S-Nov.2023	-0.8
Snacks.....	0.349	0.6	0.002	0.66	L-Sep.2023	1.2
Spices, seasonings, condiments, sauces.....	0.322	1.0	0.003	0.49	L-Dec.2022	1.0
Salt and other seasonings and spices ^{5, 6}		0.2		0.85	L-Nov.2023	0.3
Olives, pickles, relishes ^{4, 5, 6}		-0.7		0.87	S-Jun.2023	-1.1
Sauces and gravies ^{5, 6}		0.5		0.67	—	—
Other condiments ⁶		6.9		0.85	L-Jan.2009	10.3
Baby food and formula ^{4, 5}	0.048	0.7	0.000	0.89	L-Oct.2023	1.0
Other miscellaneous foods ⁵	0.572	0.3	0.002	0.51	L-Sep.2023	0.5
Prepared salads ^{6, 7}		-0.2		0.82	S-Nov.2023	-1.1
Food away from home ⁴	5.388	0.5	0.025	0.07	L-May 2023	0.5
Full service meals and snacks ^{4, 5}	2.474	0.4	0.009	0.10	L-Nov.2023	0.5
Limited service meals and snacks ^{4, 5}	2.523	0.6	0.016	0.12	L-Apr.2023	0.6
Food at employee sites and schools ^{4, 5}	0.080	-0.1	0.000	0.23	—	—
Food at elementary and secondary schools ^{4, 6, 8}		0.0		0.12	L-Nov.2023	0.0
Food from vending machines and mobile vendors ^{4, 5}	0.050	-0.5	0.000	0.47	S-Dec.2021	-1.5
Other food away from home ^{4, 5}	0.261	0.2	0.000	0.26	L-Nov.2023	0.3
Energy.....	6.655	-0.9	-0.063	0.20	S-Nov.2023	-1.6
Energy commodities.....	3.539	-3.2	-0.121	0.22	S-Nov.2023	-3.8
Fuel oil and other fuels.....	0.167	-2.3	-0.004	0.58	L-Nov.2023	-1.0
Fuel oil.....	0.084	-4.5	-0.004	0.71	S-Oct.2023	-6.4
Propane, kerosene, and firewood ⁹	0.083	0.3	0.000	0.64	L-Aug.2023	0.8
Motor fuel.....	3.372	-3.3	-0.120	0.22	S-Nov.2023	-4.0
Gasoline (all types).....	3.261	-3.3	-0.115	0.23	S-Nov.2023	-4.0
Gasoline, unleaded regular ⁶		-3.4		0.66	S-Nov.2023	-4.1
Gasoline, unleaded midgrade ^{6, 10}		-2.7		0.59	S-Nov.2023	-3.9
Gasoline, unleaded premium ⁶		-2.6		0.60	S-Nov.2023	-3.7
Other motor fuels ^{4, 5}	0.111	-3.9	-0.004	0.33	L-Oct.2023	-1.1
Energy services.....	3.116	1.4	0.044	0.35	L-Jan.2023	2.4
Electricity.....	2.428	1.2	0.030	0.39	L-Aug.2022	1.2
Utility (piped) gas service.....	0.688	2.0	0.013	0.59	L-Jan.2023	7.1
All items less food and energy.....	79.790	0.4	0.312	0.04	L-May 2023	0.4
Commodities less food and energy commodities.....	18.891	-0.3	-0.061	0.08	S-Jul.2023	-0.3
Household furnishings and supplies ¹¹	3.523	-0.1	-0.005	0.21	L-Oct.2023	-0.1
Window and floor coverings and other linens ⁵	0.294	-0.9	-0.003	0.96	S-Nov.2023	-1.2
Floor coverings ^{4, 5}	0.073	1.0	0.001	0.64	S-Nov.2023	-1.6
Window coverings ^{4, 5}	0.075	-0.4	0.000	2.03	S-Sep.2023	-1.7
Other linens ⁵	0.147	-0.3	-0.001	1.52	S-Nov.2023	-2.7
Furniture and bedding ⁴	0.966	1.3	0.013	0.40	L-Oct.2023	1.4
Bedroom furniture ⁴	0.323	1.3	0.004	0.52	L-Apr.2022	1.7
Living room, kitchen, and dining room furniture ^{4, 5}	0.485	1.3	0.006	0.52	L-Jul.2022	2.7
Other furniture ⁵	0.151	0.2	0.000	1.06	L-Oct.2023	3.2
Appliances ⁵	0.224	0.9	0.002	0.66	L-Jan.2023	0.9
Major appliances ⁵	0.069	1.2	0.001	0.85	L-Mar.2022	1.5
Laundry equipment ^{4, 6}		3.0		1.10	L-Dec.2022	4.1
Other appliances ⁵	0.152	0.3	0.000	0.84	L-Jul.2023	0.3
Other household equipment and furnishings ⁵	0.514	-1.2	-0.006	0.60	S-Nov.2023	-1.5
Clocks, lamps, and decorator items ⁴	0.298	0.5	0.001	0.86	L-Sep.2023	0.5
Indoor plants and flowers ¹²	0.111	1.0	0.001	1.37	L-Oct.2023	1.0
Dishes and flatware ^{4, 5}	0.043	0.7	0.000	1.57	S-Nov.2023	-4.7
Nonelectric cookware and tableware ⁵	0.062	-1.5	-0.001	0.88	S-Oct.2023	-1.8

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, January 2024, 1-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Dec. 2023	One Month				
		Seasonally adjusted percent change Dec. 2023- Jan. 2024	Seasonally adjusted effect on All Items Dec. 2023- Jan. 2024 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
Tools, hardware, outdoor equipment and supplies ^{4, 5} ...	0.722	-0.7	-0.005	0.62	L-Nov.2023	-0.6
Tools, hardware and supplies ⁵	0.199	-2.0	-0.004	0.53	S-EVER	—
Outdoor equipment and supplies ^{4, 5}	0.308	-0.3	-0.001	0.90	L-Sep.2023	-0.1
Housekeeping supplies ⁴	0.804	0.4	0.003	0.33	L-Sep.2023	0.4
Household cleaning products ^{4, 5}	0.284	0.5	0.001	0.61	L-Mar.2023	1.0
Household paper products ^{4, 5}	0.173	0.1	0.000	0.41	S-Nov.2023	-0.5
Miscellaneous household products ^{4, 5}	0.347	0.5	0.002	0.42	L-Sep.2023	0.8
Apparel.....	2.512	-0.7	-0.018	0.34	S-Feb.2021	-0.7
Men's and boys' apparel.....	0.636	1.0	0.007	0.55	L-Dec.2022	1.2
Men's apparel.....	0.488	1.2	0.006	0.66	L-Feb.2022	1.4
Men's suits, sport coats, and outerwear.....	0.076	2.0	0.002	1.61	L-Apr.2022	4.2
Men's underwear, nightwear, swimwear, and accessories.....	0.156	2.5	0.004	0.84	L-Jan.2023	3.7
Men's shirts and sweaters ⁵	0.138	0.3	0.000	1.37	L-Sep.2023	0.3
Men's pants and shorts.....	0.114	1.4	0.002	1.52	L-Sep.2023	2.0
Boys' apparel.....	0.147	0.2	0.000	1.18	L-Aug.2023	0.8
Women's and girls' apparel.....	1.009	-1.6	-0.017	0.55	S-May 2020	-3.4
Women's apparel.....	0.887	-1.2	-0.011	0.57	S-Sep.2021	-1.6
Women's outerwear.....	0.058	-3.5	-0.002	1.71	S-Oct.2023	-4.0
Women's dresses.....	0.124	-3.8	-0.005	1.52	S-Sep.2023	-4.4
Women's suits and separates ⁵	0.410	-0.4	-0.002	0.91	S-Nov.2023	-1.4
Women's underwear, nightwear, swimwear, and accessories ⁵	0.289	0.2	0.001	0.75	S-Nov.2023	-0.3
Girls' apparel.....	0.122	-4.6	-0.006	1.61	S-Jul.2016	-5.2
Footwear.....	0.530	-0.9	-0.005	0.54	S-May 2020	-2.0
Men's footwear ⁴	0.186	0.0	0.000	1.00	L-Nov.2023	0.3
Boys' and girls' footwear ⁴	0.111	0.1	0.000	1.17	L-Sep.2023	0.7
Women's footwear.....	0.233	-0.4	-0.001	0.72	S-Oct.2023	-0.8
Infants' and toddlers' apparel.....	0.099	-1.4	-0.001	0.99	S-Oct.2022	-2.4
Jewelry and watches ⁹	0.238	-0.6	-0.001	1.37	S-Sep.2023	-1.1
Watches ^{4, 9}	0.041	2.5	0.001	1.07	L-Oct.2023	2.6
Jewelry ⁹	0.197	-1.6	-0.003	1.67	S-Sep.2023	-1.6
Transportation commodities less motor fuel ¹¹	6.232	-1.1	-0.070	0.03	S-Mar.2022	-1.6
New vehicles.....	3.684	0.0	-0.001	0.02	S-Nov.2023	0.0
New cars ⁶		0.2		0.06	L-Aug.2023	0.2
New trucks ^{6, 13}		-0.1		0.03	S-Oct.2023	-0.1
Used cars and trucks.....	2.012	-3.4	-0.069	0.03	S-May 1969	-5.2
Motor vehicle parts and equipment ⁴	0.469	0.7	0.003	0.43	L-Sep.2022	0.8
Tires ⁴	0.324	0.8	0.002	0.44	S-Nov.2023	-1.0
Vehicle accessories other than tires ^{4, 5}	0.145	0.5	0.001	0.85	L-Nov.2023	2.4
Vehicle parts and equipment other than tires ^{4, 6} ...		1.6		1.04	L-Nov.2023	3.6
Motor oil, coolant, and fluids ^{4, 6}		-1.3		0.64	S-Jul.2023	-2.0
Medical care commodities ⁴	1.489	-0.6	-0.009	0.29	S-Feb.2021	-0.7
Medicinal drugs ^{4, 11}	1.370	-0.5	-0.007	0.30	S-Feb.2021	-0.7
Prescription drugs ⁴	0.913	-0.8	-0.007	0.23	S-Feb.2021	-0.8
Nonprescription drugs ¹¹	0.458	1.1	0.005	0.77	L-Jul.2023	1.4
Medical equipment and supplies ^{4, 11}	0.118	-1.4	-0.002	0.69	S-Oct.2023	-1.7
Recreation commodities ¹¹	2.041	0.8	0.016	0.21	L-Oct.2022	0.8
Video and audio products ¹¹	0.281	1.5	0.004	0.48	L-EVER	—
Televisions.....	0.125	0.9	0.001	0.58	L-Aug.2021	2.7
Other video equipment ⁵	0.026	0.0	0.000	0.93	L-Jul.2023	0.8
Audio equipment ⁴	0.059	2.6	0.002	1.31	L-Jan.2023	2.8
Recorded music and music subscriptions ^{4, 5}	0.067	2.0	0.001	0.65	L-Oct.2022	2.0

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, January 2024, 1-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Dec. 2023	One Month				
		Seasonally adjusted percent change Dec. 2023- Jan. 2024	Seasonally adjusted effect on All Items Dec. 2023- Jan. 2024 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
Pets and pet products ⁴	0.629	0.1	0.001	0.29	S-Nov.2023	-0.3
Pet food ^{4, 5, 6}		-0.1		0.32	—	—
Purchase of pets, pet supplies, accessories ^{4, 5, 6}		0.7		0.68	S-Nov.2023	-0.5
Sporting goods ⁴	0.648	2.0	0.013	0.37	L-Jan.2022	2.5
Sports vehicles including bicycles ⁴	0.429	2.8	0.012	0.56	L-Jan.2022	2.9
Sports equipment ⁴	0.209	0.6	0.001	0.45	L-Sep.2022	0.9
Photographic equipment and supplies.....	0.024	2.2	0.001	1.36	L-Oct.2023	6.5
Photographic equipment ^{5, 6}		1.5		1.38	L-Oct.2023	6.3
Recreational reading materials ⁴	0.102	-0.2	0.000	0.70	L-Oct.2023	0.7
Newspapers and magazines ^{4, 5}	0.055	-1.6	-0.001	1.00	S-Aug.2023	-1.6
Recreational books ^{4, 5}	0.047	1.3	0.001	0.93	L-Sep.2023	2.2
Other recreational goods ⁵	0.356	-0.8	-0.003	0.58	S-Jul.2023	-2.4
Toys.....	0.280	-0.8	-0.002	0.68	S-Jul.2023	-3.0
Toys, games, hobbies and playground equipment ^{5, 6}		-0.6		0.83	—	—
Sewing machines, fabric and supplies ^{4, 5}	0.030	-1.8	-0.001	1.29	S-Jun.2023	-2.0
Music instruments and accessories ^{4, 5}	0.030	-0.4	0.000	0.70	L-Oct.2023	-0.1
Education and communication commodities ¹¹	0.868	0.6	0.005	0.62	L-Jul.2021	0.9
Educational books and supplies ⁴	0.082	-0.8	-0.001	1.09	S-Nov.2023	-1.5
College textbooks ^{4, 6, 14}		-1.1		1.14	S-Nov.2023	-1.4
Information technology commodities ¹¹	0.785	0.8	0.006	0.67	L-Sep.2021	0.8
Computers, peripherals, and smart home assistants ^{4, 7}	0.309	1.9	0.006	0.98	L-Apr.2021	5.1
Computer software and accessories ^{4, 5}	0.020	2.0	0.000	1.76	L-Sep.2023	2.3
Telephone hardware, calculators, and other consumer information items ^{4, 5}	0.456	0.0	0.000	0.92	S-Nov.2023	-3.7
Smartphones ^{4, 6, 15}		0.2		1.03	S-Nov.2023	-3.7
Alcoholic beverages.....	0.854	0.3	0.002	0.17	L-Oct.2023	0.3
Alcoholic beverages at home.....	0.477	0.2	0.001	0.22	S-Nov.2023	-0.2
Beer, ale, and other malt beverages at home.....	0.176	0.5	0.001	0.31	L-Oct.2023	0.5
Distilled spirits at home ⁴	0.116	0.0	0.000	0.42	L-Sep.2023	0.2
Whiskey at home ^{4, 6}		0.7		0.48	L-Aug.2023	0.9
Distilled spirits, excluding whiskey, at home ^{4, 6}		-0.6		0.53	S-Apr.2023	-0.7
Wine at home ⁴	0.184	0.7	0.001	0.36	L-Aug.2022	0.9
Alcoholic beverages away from home ⁴	0.377	0.0	0.000	0.25	S-Aug.2023	0.0
Beer, ale, and other malt beverages away from home ^{4, 5, 6}		-0.1		0.27	S-Oct.2020	-0.6
Wine away from home ^{4, 5, 6}		0.4		0.35	L-Sep.2023	1.2
Distilled spirits away from home ^{4, 5, 6}		-0.1		0.22	S-Feb.2023	-0.8
Other goods ¹¹	1.372	0.3	0.004	0.21	L-Oct.2023	0.9
Tobacco and smoking products ⁴	0.542	0.3	0.002	0.25	L-Nov.2023	1.1
Cigarettes ^{4, 5}	0.444	0.5	0.002	0.24	L-Nov.2023	1.1
Tobacco products other than cigarettes ^{4, 5}	0.093	-0.7	-0.001	0.65	S-Sep.2023	-0.8
Personal care products ⁴	0.666	0.5	0.003	0.33	L-Jul.2023	0.5
Hair, dental, shaving, and miscellaneous personal care products ^{4, 5}	0.351	0.7	0.003	0.44	L-May 2023	1.5
Cosmetics, perfume, bath, nail preparations and implements ⁴	0.304	0.3	0.001	0.48	L-Oct.2023	0.7
Miscellaneous personal goods ⁵	0.165	-0.6	-0.001	0.83	S-Nov.2023	-1.2
Stationery, stationery supplies, gift wrap ⁶		0.3		0.87	L-Oct.2023	1.4
Services less energy services.....	60.899	0.7	0.401	0.06	L-Sep.2022	0.7
Shelter.....	36.191	0.6	0.228	0.07	L-Sep.2023	0.6
Rent of shelter ¹⁶	35.778	0.6	0.215	0.07	L-Sep.2023	0.6
Rent of primary residence.....	7.671	0.4	0.028	0.06	—	—

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, January 2024, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Dec. 2023	One Month				
		Seasonally adjusted percent change Dec. 2023- Jan. 2024	Seasonally adjusted effect on All Items Dec. 2023- Jan. 2024 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
Lodging away from home ⁵	1.338	1.8	0.026	1.31	L-Sep.2023	2.8
Housing at school, excluding board ¹⁶	0.245	0.3	0.001	0.03	—	—
Other lodging away from home including hotels and motels.....	1.093	2.4	0.029	1.52	L-Sep.2023	3.2
Owners' equivalent rent of residences ¹⁶	26.769	0.6	0.149	0.05	L-Apr.2023	0.6
Owners' equivalent rent of primary residence ¹⁶ ..	25.440	0.6	0.141	0.05	L-Apr.2023	0.6
Tenants' and household insurance ^{4, 5}	0.413	0.7	0.003	0.11	L-Sep.2023	0.9
Water and sewer and trash collection services ⁵	1.086	1.1	0.012	0.12	L-Nov.2018	1.1
Water and sewerage maintenance.....	0.759	1.2	0.009	0.13	L-Aug.2008	1.2
Garbage and trash collection ^{4, 13}	0.326	0.8	0.002	0.20	L-Jul.2023	1.1
Household operations ^{4, 5}						
Domestic services ^{4, 5}						
Gardening and lawncare services ^{4, 5}						
Moving, storage, freight expense ^{4, 5}	0.142	-1.0	-0.001	0.92	L-Nov.2023	0.0
Repair of household items ^{4, 5}	0.139		0.001	0.22	—	—
Medical care services.....	6.515	0.7	0.045	0.14	L-Sep.2022	0.8
Professional services.....	3.630	0.5	0.017	0.16	L-Nov.2023	0.5
Physicians' services ⁴	1.828	0.6	0.011	0.16	L-Nov.2023	0.6
Dental services.....	0.906	0.4	0.003	0.21	S-Nov.2023	0.4
Eyeglasses and eye care ^{4, 9}	0.333	0.0	0.000	0.40	L-Oct.2023	0.2
Services by other medical professionals ^{4, 9}	0.563	0.6	0.004	0.18	L-Jul.2023	0.6
Hospital and related services ⁴	2.305	1.6	0.036	0.17	L-Oct.2015	1.8
Hospital services ^{4, 17}	1.987	1.6	0.031	0.20	L-Oct.2015	2.0
Inpatient hospital services ^{4, 6, 17}		1.5		0.46	L-Sep.2023	1.5
Outpatient hospital services ^{4, 6, 9}		2.0		0.46	L-EVER	—
Nursing homes and adult day services ¹⁷	0.167	1.2	0.002	0.24	L-Jul.2023	2.3
Care of invalids and elderly at home ^{4, 8}	0.151	1.6	0.002	0.27	L-Aug.2023	2.1
Health insurance ^{4, 8}	0.580	1.4	0.008	0.14	L-Sep.2022	2.1
Transportation services.....	6.294	1.0	0.061	0.19	L-Nov.2023	1.0
Leased cars and trucks ^{4, 14}	0.517		-0.021	0.42	—	—
Car and truck rental ⁵	0.139	-0.7	-0.001	1.04	L-Sep.2023	-0.6
Motor vehicle maintenance and repair ⁴	1.233	0.8	0.010	0.24	L-Aug.2023	1.1
Motor vehicle body work ⁴	0.057	0.7	0.000	0.29	S-Nov.2023	-0.1
Motor vehicle maintenance and servicing ⁴	0.569	1.0	0.006	0.33	L-May 2023	1.0
Motor vehicle repair ^{4, 5}	0.518	0.5	0.003	0.51	L-Aug.2023	1.4
Motor vehicle insurance.....	2.794	1.4	0.040	0.29	S-Nov.2023	1.2
Motor vehicle fees ^{4, 5}	0.540	1.1	0.006	0.24	L-Jan.2023	1.2
State motor vehicle registration and license fees ^{4, 5}	0.292	0.6	0.002	0.04	L-Jan.2023	1.0
Parking and other fees ^{4, 5}	0.226	1.9	0.004	0.46	L-Nov.2016	1.9
Parking fees and tolls ^{5, 6}		1.3		0.38	L-Aug.2023	1.3
Public transportation.....	1.071	1.3	0.015	0.64	L-Aug.2023	1.4
Airline fares.....	0.751	1.4	0.011	0.88	L-Aug.2023	2.3
Other intercity transportation.....	0.089	0.2	0.000	0.94	L-Jul.2023	0.9
Ship fare ^{4, 5, 6}		2.1		1.05	L-Jun.2023	2.6
Intracity transportation ⁴	0.224	-1.0	-0.002	0.51	S-Jan.2023	-1.1
Intracity mass transit ^{4, 6, 11}		-0.4		0.04	S-Jan.2021	-0.6
Recreation services ¹¹	3.265	0.4	0.013	0.17	S-Nov.2023	0.1
Video and audio services ¹¹	0.909	0.3	0.003	0.18	S-Nov.2023	-0.1
Cable, satellite, and live streaming television service ¹³	0.780	0.2	0.002	0.15	S-Nov.2023	0.0
Purchase, subscription, and rental of video ^{4, 5}	0.129	0.8	0.001	0.92	L-Sep.2023	0.9
Video discs and other media ^{4, 5, 6}		0.6		1.92	S-Nov.2023	-2.2

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, January 2024, 1-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Dec. 2023	One Month				
		Seasonally adjusted percent change Dec. 2023- Jan. 2024	Seasonally adjusted effect on All Items Dec. 2023- Jan. 2024 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
Subscription and rental of video and video games ^{4, 5, 6}		-0.3		0.52	S-Jun.2023	-0.7
Pet services including veterinary ^{4, 5}	0.426	0.9	0.004	0.40	—	—
Pet services ^{4, 5, 6}		5.6		0.41	L-EVER	—
Veterinarian services ^{4, 5, 6}		-0.1		0.66	S-Aug.2023	-1.2
Photographers and photo processing ^{4, 5}	0.052	0.7	0.000	0.36	L-Sep.2023	2.0
Other recreation services ⁵	1.878	0.4	0.007	0.33	S-Nov.2023	0.3
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees ^{4, 5}	0.716	0.7	0.005	0.26	S-Nov.2023	0.2
Admissions ⁴	0.641	-0.3	-0.002	0.68	S-Aug.2023	-0.3
Admission to movies, theaters, and concerts ^{4, 5, 6}		0.4		0.65	S-Oct.2023	0.0
Admission to sporting events ^{4, 5, 6}		-0.9		2.81	S-May 2023	-3.7
Fees for lessons or instructions ^{4, 9}	0.221	0.7	0.002	0.30	S-Nov.2023	-0.4
Education and communication services ¹¹	5.038	0.4	0.021	0.06	L-Jan.2023	0.4
Tuition, other school fees, and childcare.....	2.406	0.4	0.009	0.09	L-Mar.2023	0.5
College tuition and fees.....	1.275	0.2	0.003	0.06	—	—
Elementary and high school tuition and fees.....	0.291	0.3	0.001	0.11	—	—
Day care and preschool ¹²	0.703	0.7	0.005	0.14	L-Apr.2023	0.7
Technical and business school tuition and fees ^{4, 5}	0.048	0.0	0.000	0.17	S-Sep.2023	-0.1
Postage and delivery services ⁵	0.065	1.2	0.001	0.09	L-Oct.2022	3.5
Postage.....	0.056	1.4	0.001	0.00	L-Oct.2022	4.0
Delivery services ⁵	0.009	0.5	0.000	0.54	L-Nov.2023	0.9
Telephone services ^{4, 5}	1.578	0.0	-0.001	0.05	S-Nov.2023	0.0
Wireless telephone services ^{4, 5}	1.372	-0.3	-0.003	0.03	S-Jun.2023	-1.5
Residential telephone services ^{4, 11}	0.206	1.4	0.003	0.26	L-Feb.2023	1.7
Internet services and electronic information providers ^{4, 5}	0.980	1.2	0.012	0.19	L-Nov.2019	1.2
Other personal services ^{4, 11}	1.526	1.0	0.014	0.12	L-Apr.2023	1.5
Personal care services ⁴	0.629	0.7	0.004	0.16	L-Nov.2022	1.4
Haircuts and other personal care services ^{4, 5}	0.629	0.7	0.004	0.16	L-Nov.2022	1.4
Miscellaneous personal services ⁴	0.898	1.2	0.010	0.18	L-Apr.2023	2.4
Legal services ^{4, 9}						
Funeral expenses ^{4, 9}	0.158	0.4	0.001	0.23	S-Oct.2023	0.2
Laundry and dry cleaning services ^{4, 5}	0.155	0.7	0.001	0.21	L-Nov.2023	0.7
Apparel services other than laundry and dry cleaning ^{4, 5}	0.025	1.5	0.000	0.46	L-May 2023	1.9
Financial services ^{4, 9}	0.226	2.4	0.005	0.44	L-Apr.2023	4.1
Checking account and other bank services ^{4, 5, 6}		0.0		0.07	S-Nov.2023	0.0
Tax return preparation and other accounting fees ^{4, 5, 6}				1.31	—	—
Special aggregate indexes						
All items less food.....	86.445	0.3	0.253	0.04	L-Sep.2023	0.4
All items less shelter.....	63.809	0.1	0.084	0.05	—	—
All items less food and shelter.....	50.254	0.1	0.034	0.06	—	—
All items less food, shelter, and energy.....	43.599	0.2	0.089	0.05	—	—
All items less food, shelter, energy, and used cars and trucks.....	41.587	0.4	0.166	0.06	L-Feb.2023	0.4
All items less medical care.....	91.996	0.3	0.270	0.04	L-Sep.2023	0.4
All items less energy.....	93.345	0.4	0.365	0.04	L-Apr.2023	0.4

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, January 2024, 1-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Dec. 2023	One Month				
		Seasonally adjusted percent change Dec. 2023- Jan. 2024	Seasonally adjusted effect on All Items Dec. 2023- Jan. 2024 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
Commodities.....	35.985	-0.3	-0.108	0.06	S-Nov.2023	-0.4
Commodities less food, energy, and used cars and trucks.....	16.879	0.1	0.013	0.09	L-Apr.2023	0.1
Commodities less food.....	22.430	-0.7	-0.151	0.07	S-Nov.2023	-0.8
Commodities less food and beverages.....	21.576	-0.7	-0.152	0.08	S-Nov.2023	-0.8
Services.....	64.015	0.7	0.444	0.06	L-Jan.2023	0.7
Services less rent of shelter ¹⁶	28.237	0.6	0.178	0.08	L-Sep.2022	0.9
Services less medical care services.....	57.499	0.6	0.359	0.06	L-Feb.2023	0.6
Durables.....	10.301	-0.5	-0.047	0.10	S-Dec.2022	-0.7
Nondurables.....	25.685	-0.4	-0.098	0.07	S-Nov.2023	-0.5
Nondurables less food.....	12.129	-1.4	-0.173	0.12	S-Mar.2023	-1.4
Nondurables less food and beverages.....	11.276	-1.5	-0.174	0.12	S-Mar.2023	-1.5
Nondurables less food, beverages, and apparel.....	8.764	-1.6	-0.143	0.13	S-Oct.2023	-1.6
Nondurables less food and apparel.....	9.617	-1.5	-0.150	0.12	S-Mar.2023	-1.7
Housing.....	45.065	0.6	0.278	0.07	L-Jan.2023	0.8
Education and communication ⁵	5.906	0.4	0.026	0.11	L-Jan.2023	0.4
Education ⁵	2.489	0.3	0.009	0.10	—	—
Communication ⁵	3.417	0.5	0.018	0.17	L-Nov.2022	1.0
Information and information processing ⁵	3.352	0.5	0.017	0.17	L-Nov.2022	1.0
Information technology, hardware and services ¹⁸	1.774	1.0	0.018	0.31	L-Apr.2021	1.6
Recreation ⁵	5.307	0.5	0.028	0.14	L-Apr.2023	0.5
Video and audio ⁵	1.190	0.6	0.007	0.17	L-Mar.2023	0.6
Pets, pet products and services ⁵	1.055	0.4	0.005	0.28	S-Nov.2023	-0.3
Photography ⁵	0.077	1.1	0.001	0.55	L-Oct.2023	2.1
Food and beverages.....	14.409	0.4	0.055	0.07	L-Jan.2023	0.5
Domestically produced farm food ⁴	6.798	0.5	0.036	0.13	L-Jul.2023	0.5
Other services.....	9.830	0.5	0.048	0.08	—	—
Apparel less footwear.....	1.982	-0.6	-0.013	0.41	S-Nov.2023	-0.7
Fuels and utilities.....	4.369	1.2	0.052	0.26	L-Jan.2023	1.7
Household energy.....	3.283	1.2	0.040	0.33	L-Jan.2023	2.0
Medical care.....	8.004	0.5	0.036	0.13	L-Nov.2023	0.5
Transportation.....	15.898	-0.6	-0.102	0.08	S-Oct.2023	-0.7
Private transportation.....	14.828	-0.8	-0.123	0.08	S-Oct.2023	-0.8
New and used motor vehicles ⁵	6.420	-1.4	-0.092	0.05	S-EVER	—
Utilities and public transportation.....	7.630	1.0	0.076	0.17	L-Jan.2023	1.2
Household furnishings and operations.....	4.506	0.0	0.002	0.19	L-Oct.2023	0.0
Other goods and services.....	2.899	0.5	0.016	0.12	L-Oct.2023	0.6
Personal care.....	2.357	0.6	0.014	0.14	L-Sep.2023	0.7

¹ The 'effect' of an item category is a measure of that item's contribution to the All items price change. For example, if the Food index had an effect of 0.40, and the All items index rose 1.2 percent, then the increase in food prices contributed 0.40 / 1.2, or 33.3 percent, to that All items increase. Said another way, had food prices been unchanged for that month the change in the All items index would have been 1.2 percent minus 0.40, or 0.8 percent. Effects can be negative as well. For example, if the effect of food was a negative 0.1, and the All items index rose 0.5 percent, the All items index actually would have been 0.1 percent higher (or 0.6 percent) had food prices been unchanged. Since food prices fell while prices overall were rising, the contribution of food to the All items price change was negative (in this case, -0.1 / 0.5, or minus 20 percent).

² A statistic's margin of error is often expressed as its point estimate plus or minus two standard errors. For example, if a CPI category rose 0.6 percent, and its standard error was 0.15 percent, the margin of error on this item's 1-month percent change would be 0.6 percent, plus or minus 0.3 percent.

³ If the current seasonally adjusted 1-month percent change is greater than the previous published 1-month percent change, then this column identifies the closest prior month with a 1-month percent change as (L)arge as or (L)arger than the current 1-month change. If the current 1-month percent change is smaller than the previous published 1-month percent change, the most recent month with a change as (S)maller or (S)maller than the current month change is identified. If the current and previous published 1-month percent changes are equal, a dash will appear. Standard numerical comparisons are used. For example, 0.8% is greater than 0.6%, -0.4% is less than -0.2%, and -0.2% is less than 0.0%. Note that a (L)arger change can be a smaller decline, for example, a -0.2% change is larger than a -0.4% change, but still represents a decline in the price index. Likewise, (S)maller changes can be increases, for example, a 0.6% change is smaller than 0.8%, but still represents an increase in the price index. In this context, a -0.2% change is considered to be smaller than a 0.0% change.

⁴ Not seasonally adjusted.

⁵ Indexes on a December 1997=100 base.

⁶ Special indexes based on a substantially smaller sample. These series do not contribute to the all items index aggregation and therefore do not have a relative importance or effect.

⁷ Indexes on a December 2007=100 base.

⁸ Indexes on a December 2005=100 base.

⁹ Indexes on a December 1986=100 base.

¹⁰ Indexes on a December 1993=100 base.

¹¹ Indexes on a December 2009=100 base.

¹² Indexes on a December 1990=100 base.

¹³ Indexes on a December 1983=100 base.

¹⁴ Indexes on a December 2001=100 base.

¹⁵ Indexes on a December 2019=100 base.

¹⁶ Indexes on a December 1982=100 base.

¹⁷ Indexes on a December 1996=100 base.

¹⁸ Indexes on a December 1988=100 base.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, January 2024, 12-month analysis table
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Dec. 2023	Twelve Month				
		Unadjusted percent change Jan. 2023- Jan. 2024	Unadjusted effect on All Items Jan. 2023- Jan. 2024 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
All items.....	100.000	3.1		0.10	S-Nov.2023	3.1
Food.....	13.555	2.6	0.348	0.25	S-Jun.2021	2.4
Food at home.....	8.167	1.2	0.102	0.21	S-Jun.2021	0.9
Cereals and bakery products.....	1.066	1.5	0.017	0.43	S-Jul.2021	1.5
Cereals and cereal products.....	0.314	-0.6	-0.002	0.82	S-Jun.2021	-0.9
Flour and prepared flour mixes.....	0.051	1.0	0.000	1.61	S-Jul.2021	0.8
Breakfast cereal.....	0.123	-0.8	-0.001	1.50	S-Mar.2020	-1.2
Rice, pasta, cornmeal.....	0.139	-1.0	-0.002	1.04	S-Jun.2021	-1.5
Rice ^{4, 5}		-1.8		1.94	S-Mar.2020	-2.3
Bakery products.....	0.752	2.5	0.020	0.53	S-Aug.2021	1.5
Bread ⁴	0.203	3.2	0.007	0.91	L-Nov.2023	3.7
White bread ⁵		3.3		1.09	L-Nov.2023	3.8
Bread other than white ⁵		2.8		1.11	S-Sep.2021	2.8
Fresh biscuits, rolls, muffins ⁴	0.117	2.9	0.003	1.48	S-Aug.2021	0.0
Cakes, cupcakes, and cookies.....	0.191	1.0	0.002	0.99	S-Jun.2021	0.7
Cookies ⁵		0.6		1.48	S-Oct.2021	-0.2
Fresh cakes and cupcakes ⁵		1.7		1.42	S-Jun.2021	0.0
Other bakery products.....	0.241	2.8	0.007	1.03	S-Aug.2021	2.0
Fresh sweetrolls, coffeecakes, doughnuts ⁵		2.6		1.92	S-Sep.2023	1.5
Crackers, bread, and cracker products ⁵		5.1		1.39	S-Aug.2021	3.8
Frozen and refrigerated bakery products, pies, tarts, turnovers ⁵		0.9		1.47	S-Sep.2021	0.3
Meats, poultry, fish, and eggs.....	1.722	-0.9	-0.017	0.46	S-Apr.2019	-1.1
Meats, poultry, and fish.....	1.603	2.1	0.034	0.44	S-Sep.2023	1.5
Meats.....	1.033	3.5	0.036	0.46	S-Sep.2023	2.9
Beef and veal.....	0.461	7.7	0.034	0.72	S-Sep.2023	7.0
Uncooked ground beef.....	0.160	5.5	0.009	0.85	S-Aug.2023	3.1
Uncooked beef roasts ⁴	0.077	6.7	0.004	1.73	S-Sep.2023	6.0
Uncooked beef steaks ⁴	0.174	10.7	0.019	1.31	S-Nov.2023	9.1
Uncooked other beef and veal ⁴	0.050	5.0	0.002	1.35	S-Oct.2023	4.1
Pork.....	0.328	-0.4	-0.001	0.93	S-Nov.2023	-0.5
Bacon, breakfast sausage, and related products ⁴	0.142	-1.3	-0.002	1.31	S-Sep.2023	-2.5
Bacon and related products ⁵		0.6		1.77	S-Nov.2023	-0.6
Breakfast sausage and related products ^{4, 5}		-3.4		1.74	L-Nov.2023	-1.3
Ham.....	0.063	-3.0	-0.002	2.23	S-May 2021	-3.4
Ham, excluding canned ⁵		-3.6		2.73	S-Oct.2018	-4.3
Pork chops.....	0.042	3.6	0.002	1.85	L-Oct.2023	4.3
Other pork including roasts, steaks, and ribs ⁴	0.081	1.4	0.001	1.90	L-Sep.2022	4.6
Other meats.....	0.244	1.4	0.004	1.19	L-Sep.2023	2.6
Frankfurters ⁵		7.1		2.50	L-Feb.2023	11.0
Lunchmeats ^{4, 5}		1.3		1.24	L-Sep.2023	2.4
Poultry.....	0.314	1.7	0.006	0.96	L-May 2023	2.1
Chicken ⁴	0.254	1.2	0.003	1.13	L-Apr.2023	3.4
Fresh whole chicken ⁵		3.7		1.90	L-Jun.2023	4.5
Fresh and frozen chicken parts ⁵		0.4		1.39	L-Apr.2023	2.8
Other uncooked poultry including turkey ⁴	0.060	3.7	0.002	2.36	L-Nov.2023	5.0
Fish and seafood.....	0.257	-2.6	-0.007	0.91	S-Mar.2016	-2.7
Fresh fish and seafood ⁴	0.121	-3.9	-0.006	1.29	S-Oct.2009	-4.1
Processed fish and seafood ⁴	0.135	-1.3	-0.002	1.31	S-Feb.2018	-1.9
Shelf stable fish and seafood ⁵		1.9		1.98	S-Jun.2023	0.2
Frozen fish and seafood ⁵		-1.2		2.02	L-Aug.2023	-0.3
Eggs.....	0.119	-28.6	-0.051	1.90	S-Dec.2016	-33.8

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, January 2024, 12-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Dec. 2023	Twelve Month				
		Unadjusted percent change Jan. 2023- Jan. 2024	Unadjusted effect on All Items Jan. 2023- Jan. 2024 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Dairy and related products.....	0.748	-1.1	-0.009	0.53	L-Oct.2023	-0.4
Milk ⁴	0.178	-2.4	-0.005	0.82	S-Nov.2023	-2.4
Fresh whole milk ⁵		-3.1		1.08	S-Sep.2023	-3.6
Fresh milk other than whole ^{4, 5}		-1.8		0.89	S-Nov.2023	-1.8
Cheese and related products.....	0.236	-2.1	-0.005	0.83	L-Oct.2023	-1.9
Ice cream and related products.....	0.111	0.2	0.000	1.46	S-Aug.2021	0.1
Other dairy and related products ⁴	0.223	0.0	0.000	1.03	L-Oct.2023	1.1
Fruits and vegetables.....	1.410	1.1	0.015	0.54	L-Oct.2023	1.1
Fresh fruits and vegetables.....	1.070	0.6	0.006	0.65	L-Aug.2023	0.8
Fresh fruits.....	0.575	1.9	0.011	1.01	S-Oct.2023	1.8
Apples.....	0.070	-8.9	-0.007	2.13	S-Aug.2015	-9.7
Bananas.....	0.085	-2.0	-0.002	1.24	S-Dec.2020	-4.0
Citrus fruits ⁴	0.162	1.2	0.002	1.54	S-Oct.2023	1.1
Oranges, including tangerines ⁵		0.3		1.92	S-Oct.2023	0.2
Other fresh fruits ⁴	0.258	7.4	0.018	2.02	L-Sep.2022	7.8
Fresh vegetables.....	0.495	-0.9	-0.005	0.83	L-Aug.2023	1.0
Potatoes.....	0.073	-0.3	-0.001	1.57	L-Nov.2023	0.8
Lettuce.....	0.064	-11.7	-0.009	2.06	L-Nov.2023	-10.2
Tomatoes.....	0.082	1.8	0.002	1.57	L-Jul.2023	2.0
Other fresh vegetables.....	0.276	1.1	0.003	1.08	L-Jun.2023	1.2
Processed fruits and vegetables ⁴	0.340	2.5	0.009	0.83	S-Sep.2021	1.8
Canned fruits and vegetables ⁴	0.167	2.5	0.005	0.97	L-Oct.2023	3.2
Canned fruits ^{4, 5}		2.2		1.70	S-Nov.2023	1.9
Canned vegetables ^{4, 5}		2.6		1.03	L-Oct.2023	3.3
Frozen fruits and vegetables ⁴	0.105	3.8	0.004	1.92	S-Nov.2021	2.8
Frozen vegetables ⁵		5.0		2.53	S-Jan.2022	2.7
Other processed fruits and vegetables including dried ⁴	0.068	0.4	0.000	1.35	S-Aug.2021	-1.6
Dried beans, peas, and lentils ^{4, 5}		-2.3		1.79	S-Sep.2019	-5.1
Nonalcoholic beverages and beverage materials.....	1.027	3.4	0.035	0.55	L-Sep.2023	4.0
Juices and nonalcoholic drinks ⁴	0.730	4.8	0.035	0.78	L-Aug.2023	5.8
Carbonated drinks.....	0.324	4.8	0.015	1.34	L-Aug.2023	6.1
Frozen noncarbonated juices and drinks ⁴	0.008	29.0	0.002	2.15	L-EVER	—
Nonfrozen noncarbonated juices and drinks ⁴	0.397	4.2	0.017	0.89	L-Sep.2023	4.7
Beverage materials including coffee and tea ⁴	0.298	0.2	0.000	0.93	S-Apr.2021	0.0
Coffee.....	0.186	-1.4	-0.003	1.16	L-Nov.2023	-0.1
Roasted coffee ⁵		-1.2		1.62	L-Nov.2023	-0.3
Instant coffee ⁵		-2.3		2.19	S-Nov.2020	-4.2
Other beverage materials including tea ⁴	0.112	3.1	0.003	1.39	S-Jan.2022	1.0
Other food at home.....	2.193	2.6	0.060	0.35	S-Aug.2021	1.5
Sugar and sweets.....	0.295	4.4	0.013	0.94	S-Nov.2021	3.8
Sugar and sugar substitutes.....	0.042	7.2	0.003	1.21	L-Oct.2023	8.8
Candy and chewing gum ⁴	0.192	4.7	0.009	1.30	S-Dec.2021	4.5
Other sweets ⁴	0.061	2.0	0.001	1.59	S-Oct.2023	1.3
Fats and oils.....	0.252	1.9	0.005	0.91	S-Apr.2021	1.7
Butter and margarine ⁴	0.076	-2.3	-0.002	1.44	L-Nov.2023	-1.0
Butter ⁵		-1.6		2.05	L-Nov.2023	-0.9
Margarine ⁵		-2.0		2.31	S-Dec.2019	-2.0
Salad dressing ⁴	0.060	2.0	0.001	1.66	S-Nov.2023	2.0
Other fats and oils including peanut butter ⁴	0.116	5.1	0.006	1.58	S-Sep.2023	5.0
Peanut butter ^{4, 5}		3.6		2.21	L-Apr.2023	4.4
Other foods.....	1.646	2.4	0.042	0.42	—	—
Soups.....	0.095	0.6	0.001	1.86	—	—
Frozen and freeze dried prepared foods.....	0.261	1.1	0.003	1.04	L-Oct.2023	1.2

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, January 2024, 12-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Dec. 2023	Twelve Month				
		Unadjusted percent change Jan. 2023- Jan. 2024	Unadjusted effect on All Items Jan. 2023- Jan. 2024 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Snacks.....	0.349	1.9	0.007	0.93	S-Sep.2021	1.9
Spices, seasonings, condiments, sauces.....	0.322	4.6	0.016	0.80	L-Nov.2023	5.2
Salt and other seasonings and spices ^{4, 5}		3.2		1.42	S-Aug.2023	3.2
Olives, pickles, relishes ^{4, 5}		2.5		2.13	S-Oct.2021	2.2
Sauces and gravies ^{4, 5}		6.7		1.28	—	—
Other condiments ⁵		4.1		4.01	L-Nov.2023	5.0
Baby food and formula ⁴	0.048	8.7	0.003	1.81	L-Sep.2023	9.2
Other miscellaneous foods ⁴	0.572	1.8	0.012	0.89	S-Aug.2021	1.1
Prepared salads ^{5, 6}		-0.4		1.58	S-Aug.2023	-1.3
Food away from home.....	5.388	5.1	0.246	0.51	S-Sep.2021	4.7
Full service meals and snacks ⁴	2.474	4.3	0.099	0.43	S-Nov.2023	4.3
Limited service meals and snacks ⁴	2.523	5.8	0.131	0.32	S-Oct.2020	5.7
Food at employee sites and schools ⁴	0.080	3.1	0.002	50.66	S-Jul.2022	-13.9
Food at elementary and secondary schools ^{5, 7}		2.1		65.81	S-Oct.2023	-22.2
Food from vending machines and mobile vendors ⁴	0.050	10.6	0.003	2.27	S-Sep.2022	7.2
Other food away from home ⁴	0.261	6.7	0.011	0.84	L-Nov.2023	7.6
Energy.....	6.655	-4.6	-0.322	0.38	S-Nov.2023	-5.4
Energy commodities.....	3.539	-6.9	-0.248	0.29	S-Nov.2023	-9.8
Fuel oil and other fuels.....	0.167	-10.5	-0.022	0.86	L-Sep.2023	-5.6
Fuel oil.....	0.084	-14.2	-0.021	1.13	L-Sep.2023	-5.1
Propane, kerosene, and firewood ⁸	0.083	-3.4	-0.002	1.24	L-Mar.2023	-2.8
Motor fuel.....	3.372	-6.6	-0.226	0.29	S-Nov.2023	-9.2
Gasoline (all types).....	3.261	-6.4	-0.210	0.30	S-Nov.2023	-8.9
Gasoline, unleaded regular ⁵		-6.9		0.83	S-Nov.2023	-9.3
Gasoline, unleaded midgrade ^{5, 9}		-4.2		0.73	S-Nov.2023	-6.9
Gasoline, unleaded premium ⁵		-2.9		0.80	S-Nov.2023	-6.1
Other motor fuels ⁴	0.111	-14.9	-0.016	0.73	L-Oct.2023	-11.8
Energy services.....	3.116	-2.0	-0.074	0.77	S-Oct.2023	-2.3
Electricity.....	2.428	3.8	0.095	0.94	L-Jun.2023	5.4
Utility (piped) gas service.....	0.688	-17.8	-0.169	1.19	S-Sep.2023	-19.9
All items less food and energy.....	79.790	3.9	3.065	0.12	—	—
Commodities less food and energy commodities.....	18.891	-0.3	-0.064	0.20	S-Jul.2020	-0.5
Household furnishings and supplies ¹⁰	3.523	-1.3	-0.064	0.63	S-Mar.2018	-1.5
Window and floor coverings and other linens ⁴	0.294	-4.6	-0.015	2.17	S-Nov.2023	-5.1
Floor coverings ⁴	0.073	0.5	0.000	3.64	S-Nov.2023	-1.2
Window coverings ⁴	0.075	-0.6	0.000	5.31	S-Jul.2023	-1.8
Other linens ⁴	0.147	-9.4	-0.015	3.16	S-Nov.2023	-12.7
Furniture and bedding.....	0.966	-2.9	-0.036	1.02	L-Oct.2023	-2.9
Bedroom furniture.....	0.323	-0.9	-0.004	1.54	L-Nov.2023	-0.5
Living room, kitchen, and dining room furniture ⁴	0.485	-4.4	-0.026	1.64	L-Oct.2023	-4.4
Other furniture ⁴	0.151	-2.7	-0.006	2.71	L-Nov.2023	-2.2
Appliances ⁴	0.224	-3.9	-0.013	1.48	L-Nov.2023	-3.5
Major appliances ⁴	0.069	-7.3	-0.009	2.10	L-Feb.2023	-5.9
Laundry equipment ⁵		-12.4		2.40	L-Nov.2023	-12.0
Other appliances ⁴	0.152	-1.9	-0.004	1.95	S-May 2018	-2.0
Other household equipment and furnishings ⁴	0.514	-2.0	-0.012	1.45	S-Nov.2023	-2.0
Clocks, lamps, and decorator items.....	0.298	-2.1	-0.007	2.22	S-Nov.2023	-3.3
Indoor plants and flowers ¹¹	0.111	3.0	0.004	2.14	L-Nov.2023	3.3
Dishes and flatware ⁴	0.043	-4.4	-0.002	3.51	S-Sep.2023	-5.6
Nonelectric cookware and tableware ⁴	0.062	-7.6	-0.007	1.77	S-Jan.2018	-8.0
Tools, hardware, outdoor equipment and supplies ⁴	0.722	-0.8	-0.006	1.83	S-May 2018	-0.9
Tools, hardware and supplies ⁴	0.199	-0.9	-0.002	1.55	S-Feb.2020	-1.7
Outdoor equipment and supplies ⁴	0.308	-0.2	0.000	3.04	S-Jul.2018	-0.5

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, January 2024, 12-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Dec. 2023	Twelve Month				
		Unadjusted percent change Jan. 2023- Jan. 2024	Unadjusted effect on All Items Jan. 2023- Jan. 2024 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Housekeeping supplies.....	0.804	1.8	0.017	0.79	S-Nov.2021	0.7
Household cleaning products ⁴	0.284	3.0	0.010	1.16	S-Dec.2021	1.7
Household paper products ⁴	0.173	3.8	0.007	1.24	L-Oct.2023	6.3
Miscellaneous household products ⁴	0.347	0.3	0.001	1.53	S-Nov.2021	-1.1
Apparel.....	2.512	0.1	0.003	0.75	S-Mar.2021	-2.5
Men's and boys' apparel.....	0.636	1.7	0.012	1.12	L-Nov.2023	2.8
Men's apparel.....	0.488	1.9	0.010	1.26	L-Nov.2023	2.7
Men's suits, sport coats, and outerwear.....	0.076	-5.3	-0.003	3.46	L-Nov.2023	-3.8
Men's underwear, nightwear, swimwear, and accessories.....	0.156	2.2	0.003	1.72	S-Dec.2022	1.6
Men's shirts and sweaters ⁴	0.138	4.4	0.006	3.02	L-Nov.2023	4.6
Men's pants and shorts.....	0.114	3.3	0.004	2.99	L-Nov.2023	3.3
Boys' apparel.....	0.147	1.0	0.001	2.80	L-Nov.2023	3.5
Women's and girls' apparel.....	1.009	-1.0	-0.010	1.45	S-Mar.2021	-4.6
Women's apparel.....	0.887	0.5	0.004	1.68	S-Nov.2023	0.4
Women's outerwear.....	0.058	-1.1	-0.001	3.35	S-Jan.2023	-4.0
Women's dresses.....	0.124	-1.7	-0.003	3.24	S-Jan.2023	-4.2
Women's suits and separates ⁴	0.410	0.7	0.003	2.14	L-Oct.2023	2.8
Women's underwear, nightwear, swimwear, and accessories ⁴	0.289	1.9	0.006	2.75	S-Nov.2023	0.3
Girls' apparel.....	0.122	-9.0	-0.014	3.79	S-Sep.2010	-13.3
Footwear.....	0.530	0.0	0.000	1.24	S-Aug.2023	-0.1
Men's footwear.....	0.186	-0.3	0.000	1.86	S-Sep.2023	-1.0
Boys' and girls' footwear.....	0.111	-1.6	-0.002	2.13	L-Nov.2023	-0.5
Women's footwear.....	0.233	1.4	0.003	1.82	S-Aug.2023	0.5
Infants' and toddlers' apparel.....	0.099	-1.7	-0.002	3.33	S-Mar.2021	-4.2
Jewelry and watches ⁸	0.238	0.6	0.003	2.65	S-Aug.2022	-0.3
Watches ⁸	0.041	0.8	0.000	2.17	L-Jul.2023	0.9
Jewelry ⁸	0.197	0.6	0.002	3.21	S-Aug.2022	-1.2
Transportation commodities less motor fuel ¹⁰	6.232	-0.8	-0.045	0.09	S-Nov.2023	-0.9
New vehicles.....	3.684	0.7	0.031	0.10	S-Aug.2020	0.7
New cars ⁵		0.3		0.23	S-Jun.2020	0.1
New trucks ^{5, 12}		0.8		0.20	S-Aug.2020	0.7
Used cars and trucks.....	2.012	-3.5	-0.070	0.10	S-Nov.2023	-3.8
Motor vehicle parts and equipment.....	0.469	-0.8	-0.004	0.87	L-Sep.2023	-0.3
Tires.....	0.324	-0.4	-0.001	0.99	L-Aug.2023	1.7
Vehicle accessories other than tires ⁴	0.145	-1.8	-0.003	1.57	S-EVER	—
Vehicle parts and equipment other than tires ⁵		-0.6		1.90	L-Nov.2023	0.5
Motor oil, coolant, and fluids ⁵		-2.7		1.32	L-Sep.2023	-0.3
Medical care commodities.....	1.489	3.0	0.044	0.78	S-May 2022	2.4
Medicinal drugs ¹⁰	1.370	3.0	0.040	0.80	S-Feb.2023	2.9
Prescription drugs.....	0.913	0.4	0.004	0.91	S-Dec.2021	0.0
Nonprescription drugs ¹⁰	0.458	9.2	0.036	1.61	L-EVER	—
Medical equipment and supplies ¹⁰	0.118	3.4	0.004	1.94	S-Mar.2022	3.0
Recreation commodities ¹⁰	2.041	-0.6	-0.016	0.68	L-Nov.2023	-0.6
Video and audio products ¹⁰	0.281	-5.8	-0.016	1.09	L-Nov.2023	-5.5
Televisions.....	0.125	-9.7	-0.014	1.29	L-Nov.2023	-9.5
Other video equipment ⁴	0.026	-3.3	0.000	2.12	S-Nov.2023	-3.3
Audio equipment.....	0.059	-6.6	-0.004	3.17	S-Oct.2021	-7.3
Recorded music and music subscriptions ⁴	0.067	2.0	0.001	3.04	L-Oct.2023	5.4
Pets and pet products.....	0.629	2.9	0.019	1.06	S-Nov.2023	2.7
Pet food ^{4, 5}		4.8		1.28	S-Feb.2022	3.7
Purchase of pets, pet supplies, accessories ^{4, 5}		0.5		1.70	L-Jul.2023	3.6
Sporting goods.....	0.648	-1.1	-0.010	1.24	L-Sep.2023	-0.1

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, January 2024, 12-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Dec. 2023	Twelve Month				
		Unadjusted percent change Jan. 2023- Jan. 2024	Unadjusted effect on All Items Jan. 2023- Jan. 2024 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Sports vehicles including bicycles.....	0.429	-1.0	-0.004	1.95	L-Oct.2023	-0.3
Sports equipment.....	0.209	-1.6	-0.005	1.25	L-Jul.2023	-1.0
Photographic equipment and supplies.....	0.024	8.5	0.002	3.61	L-Nov.2023	9.8
Photographic equipment ^{4, 5}		8.4		4.65	L-Nov.2023	10.1
Recreational reading materials.....	0.102	0.5	0.001	2.68	L-Nov.2023	0.7
Newspapers and magazines ⁴	0.055	0.0	0.000	3.93	S-Oct.2023	-0.8
Recreational books ⁴	0.047	1.1	0.001	2.35	L-Oct.2023	1.8
Other recreational goods ⁴	0.356	-2.8	-0.012	1.44	—	—
Toys.....	0.280	-4.2	-0.015	1.64	L-Nov.2023	-2.8
Toys, games, hobbies and playground equipment ^{4, 5}		-3.7		1.87	L-Sep.2023	-3.0
Sewing machines, fabric and supplies ⁴	0.030	7.1	0.002	4.16	S-Oct.2023	5.0
Music instruments and accessories ⁴	0.030	3.0	0.002	2.99	S-Nov.2021	2.9
Education and communication commodities ¹⁰	0.868	-6.6	-0.060	1.43	L-Jun.2022	-5.7
Educational books and supplies.....	0.082	-4.0	-0.004	1.91	S-Nov.2023	-4.8
College textbooks ^{5, 13}		-5.7		2.34	S-Nov.2023	-6.1
Information technology commodities ¹⁰	0.785	-6.9	-0.057	1.58	L-Jun.2022	-6.7
Computers, peripherals, and smart home assistants ⁶	0.309	-2.1	-0.008	1.92	L-Jun.2022	-0.6
Computer software and accessories ⁴	0.020	-8.6	-0.002	3.51	L-Nov.2023	-8.1
Telephone hardware, calculators, and other consumer information items ⁴	0.456	-10.7	-0.046	2.51	L-Oct.2023	-8.7
Smartphones ^{5, 14}		-13.2		2.55	L-Oct.2023	-12.0
Alcoholic beverages.....	0.854	2.3	0.019	0.48	S-Dec.2021	2.3
Alcoholic beverages at home.....	0.477	1.2	0.006	0.54	—	—
Beer, ale, and other malt beverages at home.....	0.176	2.4	0.005	0.73	L-Nov.2023	2.7
Distilled spirits at home.....	0.116	-0.2	0.000	0.75	S-Jul.2020	-0.3
Whiskey at home ⁵		1.6		1.10	L-Nov.2023	2.1
Distilled spirits, excluding whiskey, at home ⁵		-0.8		1.28	S-Feb.2020	-1.3
Wine at home.....	0.184	0.9	0.002	0.88	L-Oct.2023	1.1
Alcoholic beverages away from home.....	0.377	4.0	0.013	0.86	S-Dec.2021	3.7
Beer, ale, and other malt beverages away from home ^{4, 5}		4.0		0.95	S-Dec.2021	3.9
Wine away from home ^{4, 5}		4.5		1.44	—	—
Distilled spirits away from home ^{4, 5}		4.7		1.39	S-Sep.2022	4.6
Other goods ¹⁰	1.372	4.4	0.055	0.57	S-Jan.2022	4.3
Tobacco and smoking products.....	0.542	7.4	0.037	0.65	S-Oct.2023	7.2
Cigarettes ⁴	0.444	7.5	0.031	0.69	S-Sep.2023	6.1
Tobacco products other than cigarettes ⁴	0.093	6.9	0.005	2.29	S-Nov.2023	6.4
Personal care products.....	0.666	3.5	0.021	0.75	L-Nov.2023	4.3
Hair, dental, shaving, and miscellaneous personal care products ⁴	0.351	6.2	0.020	1.08	L-Oct.2023	6.6
Cosmetics, perfume, bath, nail preparations and implements.....	0.304	0.5	0.002	1.07	S-Apr.2022	-0.5
Miscellaneous personal goods ⁴	0.165	-1.9	-0.002	2.31	S-Jun.2021	-1.9
Stationery, stationery supplies, gift wrap ⁵		-0.1		2.49	—	—
Services less energy services.....	60.899	5.4	3.129	0.15	L-Nov.2023	5.5
Shelter.....	36.191	6.0	2.082	0.23	S-Jul.2022	5.7
Rent of shelter ¹⁵	35.778	6.1	2.066	0.23	S-Jul.2022	5.8
Rent of primary residence.....	7.671	6.1	0.458	0.21	S-Jun.2022	5.8
Lodging away from home ⁴	1.338	1.0	0.023	2.00	L-Oct.2023	1.2
Housing at school, excluding board ¹⁵	0.245	3.9	0.006	0.23	—	—
Other lodging away from home including hotels and motels.....	1.093	0.6	0.017	2.29	L-Oct.2023	0.8
Owners' equivalent rent of residences ¹⁵	26.769	6.2	1.585	0.22	S-Jul.2022	5.8

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, January 2024, 12-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Dec. 2023	Twelve Month				
		Unadjusted percent change Jan. 2023- Jan. 2024	Unadjusted effect on All Items Jan. 2023- Jan. 2024 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Owners' equivalent rent of primary residence ¹⁵ ..	25.440	6.2	1.498	0.22	S-Jul.2022	5.8
Tenants' and household insurance ⁴	0.413	4.1	0.016	0.50	L-Apr.2015	4.5
Water and sewer and trash collection services ⁴	1.086	5.5	0.059	0.37	L-Aug.2023	5.8
Water and sewerage maintenance.....	0.759	5.2	0.040	0.36	L-Sep.2015	5.7
Garbage and trash collection ¹²	0.326	6.4	0.019	0.86	S-Dec.2022	6.1
Household operations ⁴						
Domestic services ⁴						
Gardening and lawncare services ⁴						
Moving, storage, freight expense ⁴	0.142	-4.9	-0.006	2.39	S-Jun.2017	-4.9
Repair of household items ⁴	0.139	18.2	0.020	2.49	L-EVER	—
Medical care services.....	6.515	0.6	0.042	0.45	L-Mar.2023	1.0
Professional services.....	3.630	1.8	0.065	0.58	L-Aug.2023	1.9
Physicians' services.....	1.828	0.1	0.001	0.98	L-Aug.2023	0.3
Dental services.....	0.906	4.8	0.044	1.15	S-Nov.2023	4.4
Eyeglasses and eye care ⁸	0.333	2.7	0.008	1.00	L-Nov.2023	3.0
Services by other medical professionals ⁸	0.563	2.1	0.011	0.99	L-Dec.2022	2.1
Hospital and related services.....	2.305	6.5	0.148	0.94	L-Dec.2010	6.7
Hospital services ¹⁶	1.987	6.7	0.129	1.09	L-Aug.2011	7.0
Inpatient hospital services ^{5, 16}		5.9		1.74	L-Sep.2016	6.3
Outpatient hospital services ^{5, 8}		8.3		1.78	L-May 2008	8.3
Nursing homes and adult day services ¹⁶	0.167	5.0	0.009	0.66	L-Nov.2023	5.2
Care of invalids and elderly at home ⁷	0.151	6.7	0.010	1.08	—	—
Health insurance ⁷	0.580	-23.3	-0.171	0.38	L-May 2023	-20.5
Transportation services.....	6.294	9.5	0.550	0.61	S-Oct.2023	9.2
Leased cars and trucks ¹³	0.517	-1.6	-0.003	1.80	S-Jan.2021	-3.6
Car and truck rental ⁴	0.139	-14.1	-0.019	1.58	S-May 2020	-19.2
Motor vehicle maintenance and repair.....	1.233	6.5	0.073	1.41	S-May 2022	6.1
Motor vehicle body work.....	0.057	4.3	0.002	1.24	L-Sep.2023	5.9
Motor vehicle maintenance and servicing.....	0.569	5.7	0.033	1.32	L-Nov.2023	6.0
Motor vehicle repair ⁴	0.518	7.9	0.034	3.09	S-May 2022	6.9
Motor vehicle insurance.....	2.794	20.6	0.518	1.11	L-Dec.1976	22.4
Motor vehicle fees ⁴	0.540	2.6	0.014	0.82	S-Nov.2023	2.2
State motor vehicle registration and license fees ⁴	0.292	1.8	0.005	1.08	S-Oct.2023	1.8
Parking and other fees ⁴	0.226	3.8	0.008	1.04	L-Oct.2023	4.4
Parking fees and tolls ^{4, 5}		4.8		1.20	L-Nov.2023	5.6
Public transportation.....	1.071	-4.8	-0.034	0.90	L-Apr.2023	0.3
Airline fares.....	0.751	-6.4	-0.033	1.08	L-Apr.2023	-0.9
Other intercity transportation.....	0.089	-3.4	-0.002	2.26	S-Jun.2022	-4.3
Ship fare ^{4, 5}		9.1		2.62	L-Aug.2023	9.9
Intracity transportation.....	0.224	1.7	0.002	1.36	L-Nov.2023	2.9
Intracity mass transit ^{5, 10}		2.1		0.45	S-Aug.2023	0.5
Recreation services ¹⁰	3.265	5.3	0.165	0.47	S-Nov.2023	4.8
Video and audio services ¹⁰	0.909	5.3	0.052	0.72	—	—
Cable, satellite, and live streaming television service ¹²	0.780	5.7	0.048	0.73	L-Sep.2023	6.6
Purchase, subscription, and rental of video ⁴	0.129	2.9	0.003	3.38	S-Aug.2023	2.9
Video discs and other media ^{4, 5}		10.5		4.71	L-Feb.2023	11.2
Subscription and rental of video and video games ^{4, 5}		0.9		1.35	S-Jul.2021	0.1
Pet services including veterinary ⁴	0.426	7.0	0.037	1.35	S-Nov.2023	6.4
Pet services ^{4, 5}		4.8		1.20	L-Sep.2023	6.0
Veterinarian services ^{4, 5}		9.6		2.18	S-Nov.2023	9.0
Photographers and photo processing ⁴	0.052	4.1	0.002	1.23	S-Jul.2022	3.9

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, January 2024, 12-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Dec. 2023	Twelve Month				
		Unadjusted percent change Jan. 2023- Jan. 2024	Unadjusted effect on All Items Jan. 2023- Jan. 2024 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Other recreation services ⁴	1.878	4.8	0.075	0.87	S-Nov.2023	4.7
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees ⁴	0.716	3.1	0.021	0.85	L-Sep.2023	4.0
Admissions.....	0.641	7.0	0.030	1.65	S-Aug.2023	5.8
Admission to movies, theaters, and concerts ^{4, 5}		5.2		1.45	S-Nov.2023	4.4
Admission to sporting events ^{4, 5}		13.5		6.63	S-Aug.2023	7.2
Fees for lessons or instructions ⁸	0.221	6.2	0.012	2.27	S-Nov.2022	5.0
Education and communication services ¹⁰	5.038	1.3	0.063	0.23	—	—
Tuition, other school fees, and childcare.....	2.406	2.7	0.060	0.29	—	—
College tuition and fees.....	1.275	1.3	0.015	0.37	L-Nov.2023	1.3
Elementary and high school tuition and fees.....	0.291	4.9	0.015	0.43	—	—
Day care and preschool ¹¹	0.703	4.7	0.028	0.48	L-Oct.2023	4.8
Technical and business school tuition and fees ⁴ ...	0.048	1.7	0.000	0.55	S-Sep.2023	1.4
Postage and delivery services ⁴	0.065	1.2	0.001	0.34	L-Sep.2023	4.6
Postage.....	0.056	0.8	0.000	0.34	L-Sep.2023	4.4
Delivery services ⁴	0.009	3.6	0.000	1.23	S-Jul.2023	2.7
Telephone services ⁴	1.578	-2.1	-0.035	0.42	S-Jan.2019	-2.3
Wireless telephone services ⁴	1.372	-3.2	-0.046	0.48	S-Dec.2018	-3.2
Residential telephone services ¹⁰	0.206	4.5	0.010	0.72	S-Nov.2022	4.4
Internet services and electronic information providers ⁴	0.980	3.8	0.037	0.66	L-Oct.2023	4.4
Other personal services ¹⁰	1.526	6.8	0.098	0.58	L-Sep.2023	6.8
Personal care services.....	0.629	4.2	0.026	0.83	L-Oct.2023	5.0
Haircuts and other personal care services ⁴	0.629	4.2	0.026	0.83	L-Oct.2023	5.0
Miscellaneous personal services.....	0.898	8.7	0.073	0.74	L-Mar.1987	9.2
Legal services ⁸						
Funeral expenses ⁸	0.158	4.7	0.008	1.13	—	—
Laundry and dry cleaning services ⁴	0.155	5.4	0.008	0.91	L-Oct.2023	6.2
Apparel services other than laundry and dry cleaning ⁴	0.025	5.6	0.001	2.15	L-Nov.2023	6.4
Financial services ⁸	0.226	8.3	0.016	1.63	S-Nov.2023	5.4
Checking account and other bank services ^{4, 5} ...		4.4		1.94	S-Nov.2023	3.8
Tax return preparation and other accounting fees ^{4, 5}		11.2		3.20	L-Jul.2023	14.4
Special aggregate indexes						
All items less food.....	86.445	3.2	2.743	0.11	S-Nov.2023	3.2
All items less shelter.....	63.809	1.5	1.009	0.12	S-Nov.2023	1.4
All items less food and shelter.....	50.254	1.3	0.661	0.14	S-Nov.2023	1.0
All items less food, shelter, and energy.....	43.599	2.2	0.983	0.14	—	—
All items less food, shelter, energy, and used cars and trucks.....	41.587	2.5	1.053	0.15	—	—
All items less medical care.....	91.996	3.3	3.005	0.11	S-Jun.2023	3.2
All items less energy.....	93.345	3.7	3.413	0.11	S-May 2021	3.5
Commodities.....	35.985	0.1	0.035	0.13	S-Nov.2023	0.0
Commodities less food, energy, and used cars and trucks.....	16.879	0.1	0.006	0.23	S-Nov.2020	0.1
Commodities less food.....	22.430	-1.3	-0.313	0.17	S-Nov.2023	-1.7
Commodities less food and beverages.....	21.576	-1.4	-0.332	0.17	S-Nov.2023	-1.8
Services.....	64.015	4.9	3.056	0.15	S-Feb.2022	4.8
Services less rent of shelter ¹⁵	28.237	3.6	0.990	0.22	L-May 2023	4.2
Services less medical care services.....	57.499	5.5	3.014	0.16	S-Mar.2022	5.4
Durables.....	10.301	-1.6	-0.195	0.24	S-Nov.2023	-1.6

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, January 2024, 12-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Dec. 2023	Twelve Month				
		Unadjusted percent change Jan. 2023- Jan. 2024	Unadjusted effect on All Items Jan. 2023- Jan. 2024 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Nondurables.....	25.685	0.9	0.230	0.17	S-Nov.2023	0.7
Nondurables less food.....	12.129	-1.0	-0.118	0.23	S-Nov.2023	-1.7
Nondurables less food and beverages.....	11.276	-1.2	-0.137	0.24	S-Nov.2023	-2.0
Nondurables less food, beverages, and apparel.....	8.764	-1.6	-0.140	0.25	S-Nov.2023	-2.8
Nondurables less food and apparel.....	9.617	-1.2	-0.121	0.23	S-Nov.2023	-2.3
Housing.....	45.065	4.6	2.052	0.18	S-Oct.2021	4.5
Education and communication ⁴	5.906	0.0	0.002	0.25	L-Oct.2023	0.9
Education ⁴	2.489	2.5	0.056	0.28	L-Oct.2023	2.7
Communication ⁴	3.417	-1.5	-0.054	0.43	L-Oct.2023	-0.2
Information and information processing ⁴	3.352	-1.6	-0.054	0.44	L-Oct.2023	-0.2
Information technology, hardware and services ¹⁷	1.774	-1.1	-0.019	0.75	L-Oct.2023	-1.0
Recreation ⁴	5.307	2.8	0.149	0.36	L-Oct.2023	3.2
Video and audio ⁴	1.190	2.9	0.036	0.64	L-Oct.2023	3.1
Pets, pet products and services ⁴	1.055	4.7	0.056	0.95	S-Nov.2023	4.3
Photography ⁴	0.077	5.5	0.004	1.52	S-Sep.2023	3.7
Food and beverages.....	14.409	2.6	0.367	0.24	S-Jun.2021	2.4
Domestically produced farm food.....	6.798	1.1	0.075	0.23	S-Jun.2021	0.9
Other services.....	9.830	3.4	0.326	0.21	S-Nov.2023	3.2
Apparel less footwear.....	1.982	0.1	0.003	0.91	S-Mar.2021	-3.2
Fuels and utilities.....	4.369	-0.7	-0.037	0.58	S-Oct.2023	-1.3
Household energy.....	3.283	-2.4	-0.096	0.72	S-Oct.2023	-3.2
Medical care.....	8.004	1.1	0.085	0.39	L-Apr.2023	1.1
Transportation.....	15.898	1.6	0.279	0.21	S-Nov.2023	0.9
Private transportation.....	14.828	1.9	0.312	0.22	S-Nov.2023	1.4
New and used motor vehicles ⁴	6.420	-1.1	-0.063	0.17	S-Oct.2023	-1.7
Utilities and public transportation.....	7.630	-0.5	-0.035	0.31	S-Oct.2023	-0.5
Household furnishings and operations.....	4.506	0.2	0.007	0.55	S-Mar.2018	-0.1
Other goods and services.....	2.899	5.7	0.154	0.40	L-Oct.2023	6.2
Personal care.....	2.357	5.3	0.117	0.46	L-Oct.2023	6.0

¹ The 'effect' of an item category is a measure of that item's contribution to the All items price change. For example, if the Food index had an effect of 0.40, and the All items index rose 1.2 percent, then the increase in food prices contributed 0.40 / 1.2, or 33.3 percent, to that All items increase. Said another way, had food prices been unchanged for that year the change in the All items index would have been 1.2 percent minus 0.40, or 0.8 percent. Effects can be negative as well. For example, if the effect of food was a negative 0.1, and the All items index rose 0.5 percent, the All items index actually would have been 0.1 percent higher (or 0.6 percent) had food prices been unchanged. Since food prices fell while prices overall were rising, the contribution of food to the All items price change was negative (in this case, -0.1 / 0.5, or minus 20 percent).

² A statistic's margin of error is often expressed as its point estimate plus or minus two standard errors. For example, if a CPI category rose 2.6 percent, and its standard error was 0.25 percent, the margin of error on this item's 12-month percent change would be 2.6 percent, plus or minus 0.5 percent.

³ If the current 12-month percent change is greater than the previous published 12-month percent change, then this column identifies the closest prior month with a 12-month percent change as (L)arge as or (L)arger than the current 12-month change. If the current 12-month percent change is smaller than the previous published 12-month percent change, the most recent month with a change as (S)mall or (S)maller than the current month change is identified. If the current and previous published 12-month percent changes are equal, a dash will appear. Standard numerical comparison is used. For example, 2.0% is greater than 0.6%, -4.4% is less than -2.0%, and -2.0% is less than 0.0%. Note that a (L)arger change can be a smaller decline, for example, a -0.2% change is larger than a -0.4% change, but still represents a decline in the price index. Likewise, (S)maller changes can be increases, for example, a 0.6% change is smaller than 0.8%, but still represents an increase in the price index. In this context, a -0.2% change is considered to be smaller than a 0.0% change.

⁴ Indexes on a December 1997=100 base.

⁵ Special indexes based on a substantially smaller sample. These series do not contribute to the all items index aggregation and therefore do not have a relative importance or effect.

⁶ Indexes on a December 2007=100 base.

⁷ Indexes on a December 2005=100 base.

⁸ Indexes on a December 1986=100 base.

⁹ Indexes on a December 1993=100 base.

¹⁰ Indexes on a December 2009=100 base.

¹¹ Indexes on a December 1990=100 base.

¹² Indexes on a December 1983=100 base.

¹³ Indexes on a December 2001=100 base.

¹⁴ Indexes on a December 2019=100 base.

¹⁵ Indexes on a December 1982=100 base.

¹⁶ Indexes on a December 1996=100 base.

¹⁷ Indexes on a December 1988=100 base.