

# 24/7 DESIGN, PLLC

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## PROFORMA AND BREAK EVEN OCCUPANCY ANALYSIS

328 Unit- 28 Acre Multi-Family Residential Development  
25100 North IH 35 New Braunfels, TX 78132



Prepared For:

**BUTTRUM CONSTRUCTION**  
25100 North IH 35  
New Braunfels, Texas 78132  
Phone: 830-624-7030  
Email: [buttrumconstruction@gmail.com](mailto:buttrumconstruction@gmail.com)

25 May, 2016

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## EXECUTIVE SUMMARY

This Project is for a 328 Unit Multifamily Apartment Complex on approximately 28 acres at 25100 North IH 35 New Braunfels, Texas 78132. The Project Scope includes: 8 each 3 Story Apartment Buildings, 10 each 2 Story Apartment Buildings, 1 Club House Building, Parking for 700 cars, Landscaping, Site Lighting, Fencing, Signage & 2 Pool Areas. Buildings are Type V Wood Frame Construction on Concrete Slab & Grade Beam Foundation with Stone, Brick and Cement / Stucco Siding, Metal Roof, Balconies and Metal Stairs with Metal Railing, Double Pane Insulated Windows, Appliances, Split System HVAC for each unit, Smart Looking Commercial Grade Fixtures and Finishes, complete with an NFPA 13R Fire Sprinkler and Alarm System. All work is designed to comply with local ordinances and the 2009 International Building code. The Complex provides 76 each 1 Bedroom, 152 Each 2 Bedroom and 100 each 3 Bedroom Apartments producing \$4,296,000 in annual income from the following sources:

- 1 Bedroom Units – 712 SF – 76 Each - \$ 800/ Month Rent
- 2 Bedroom Units – 973 SF – 152 Each - \$1100/Month Rent
- 3 Bedroom Units -1236 SF- 100 Each - \$1300/ Month Rent

This report is based on the cost to build the above improvements of \$33,381,445 with annual debt service of approximately \$1,586,000. Annual operating expenses are itemized at \$1,082,764.

***The Development Proforma shows that the combined Operating Expenses of \$1,082,768 and Annual Debt Service of \$1,586,000 divided by the rental income of \$4,296,000 produces a favorable break even occupancy ratio of 63%***

The Completion and Revenue Schedule show that the Break Even Occupancy Percentage required in order to cover all expenses and debt service obligations will be achieved at **month 24** of the project cycle, or approximately two years after start of construction.

The Site Plan and Construction Sequencing Plan show that out of the Potential Phasing of Construction Possible that at a minimum to satisfy the breakeven occupancy both the first and second phases of the Apartment complex in the Project should be completed in the first round of funding in order to insure the best possible initial success for achieving the breakeven occupancy ratio. In addition, it is recommended that funding sequencing be arranged so that Buttrum Office facility is constructed and used as the Sales and Rental office for this complex. It is ideally located on the property with access off of IH 35, allows for cross staff utilization, anchors the complex with an iconic symbol, and sales and marketing can be performed six months prior to completion of the first apartment units to facilitate occupancy immediately upon unit completion as shown.

The Recommended Action plan to move forward is as Follows:

1. Submit the Masterplan and Planned Development for Approval by the City of Schertz. The PDD Masterplan proposes a 28 Acre Planned Development with 4 PAD Sites Zoned according to Shertz Base District GB General Business (Commercial) fronting IH 35 and the Remaining Area Zoned according to Shertz Base District R4 Multi-Family Apartment Land Use with a maximum allowable 24 units /acre by city ordinance.
2. Replat the Site in accordance with the approved PDD.
3. Construct the 1<sup>st</sup> Phase of Site Improvements & 72 Apartment Units in accordance with approved plans. This Phase Includes Public Site Utility Extensions of expanding the capability of the existing area lift station, extending new water and sewer lines to the site, and enhancing the sites existing storm drainage retention pond estimated at \$425,000. Bring Key Management Staff on Board 180 Days Prior to completion - Begin Marketing of Units 180 days prior to completion, and sales 90 days prior to completion.
4. Construct the 2<sup>nd</sup> Phase of Site Improvements and 112 Apartment(s) in accordance with approved plans and available funding.
5. Construct the 3<sup>rd</sup> Phase of Site Improvements and 144 Apartment(s) in accordance with approved plans and available funding.

NOTE: An option is shown to construction 1 Apartment building in the First Phase Area while the PDD is being approved – as funds are available to facilitate.

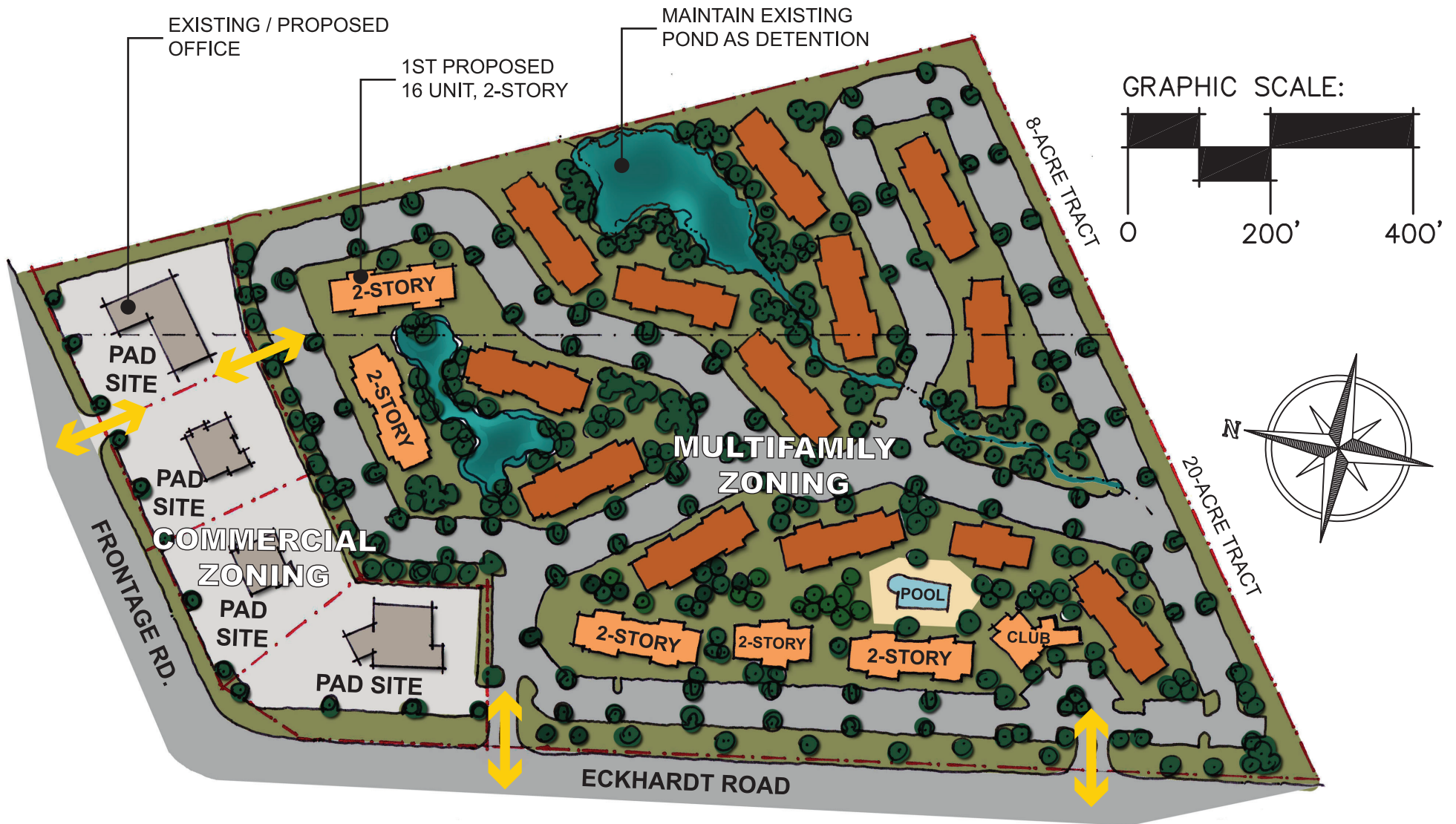
Mark Stuart  
Architect  
830-557-4444

#### **ABOUT THE AUTHOR**

Chief Architect and Resort Executive, Mark is intimately involved in the delivery of 5 major successfully operating and award winning Resort Developments consisting of Lodging and Entertainment Facilities including Resorts in: South Padre Island Texas, Galveston Texas, Kansas City Kansas, New Braunfels Texas, and Corpus Christi Texas. Mark has also Master planned Resort Facilities for Cedar Park Texas, Frisco Texas, Fort Lauderdale Florida and Palm Springs California.

Mark has owned and operated Anchor Marina Park consisting of Lodging and Marinas in Port Isabel Texas. Mark cofounded and served on the Board of Directors at Assetworks Facility Management in San Antonio and was chairman of the Board for the Port Isabel Housing Authority. He is a member of American Institute of Architects and The International Code Council.





# BUTTRUM CONSTRUCTION

Mark Stuart, AIA

ECKHARDT ROAD, SITE DEVELOPMENT PLAN - May 17, 2016

**DEVELOPMENT PROFORMA MULTIFAMILY**

328 Shertz Multi-Family Apartment Complex

**SOURCES OF FUNDS**

-----  
 1st Mortgage  
 2nd Mortgage  
 3rd Mortgage  
 4th Mortgage  
 Grant Funds  
 Grant Funds  
 Limited Partner Equity  
 General Partner Equity

**AMOUNT**

-----  
 30,000,000  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 0  
 3,381,445  
 -----

**ASSUMPTIONS**

-----  
 Mortgage terms 4.5 % over 30 years.  
 based on your terms  
 AHP @ 1% amortizing Cash Flow

**TOTAL SOURCES OF FUNDS**

33,381,445      28,374,228      5,007,217

**USE OF FUNDS**

-----  
 Site Work  
 Acquisition- Land  
 Acquisition-Buildings  
 Construction  
 Contingency  
 Off-Site Improvements (water main)  
 Asbestos/Lead Abatement  
 Construction Bond Fee  
 Consultant Fees  
 Security  
 Architectural Fees  
 Developer Fee  
 Developer Overhead  
 construction Loan Interest  
 Real Estate Taxes  
 Insurance During construction  
 Environmental Study  
 Appraisal & Survey  
 Title and Recording  
 Permits and Fees  
 Local Legal  
 Fund Legal  
 Accounting Review  
 Cost Certification and Audit  
 Soft Cost Contingency  
 Market Study  
 Const. Loan Fees  
 Perm. Loan Origination Fees  
 Bridge Loan Origination Fees  
 Tax Credit Fees  
 Organizational  
 Bridge Loan Interest  
 Lease-up Expense  
 Operating Reserve

**AMOUNT**

-----  
 4,132,940  
 2,134,440  
 0  
 24,879,965  
 0  
 0  
 0  
 0  
 0  
 0  
 0  
 500,000  
 0  
 0  
 0  
 49,200  
 164,000  
 0  
 16,300  
 0  
 300,000  
 25,000  
 0  
 1,500  
 5,000  
 0  
 2,500  
 0  
 600,000  
 0  
 0  
 5,000  
 0  
 65,600  
 500,000  
 -----

**ASSUMPTIONS**

-----  
 \$12600 / Unit \$10/SF  
 \$76,230 \* 28 Acres  
 N/A  
 65.05/ SF  
 5% of construction cost (Included in Const Cost)  
 Included in Site Work Cost  
 Included in construction  
 .75% of (construction plus contingency)  
 NA  
 Included in construction  
 Approximatletly 2% of Construction Cost  
 12% of TDC  
 0  
 9.75% of 67% of TDC over 18 months      9.7988%  
 \$150.00 Per unit  
 \$500.00 per unit  
 \$5,000  
 \$6,500  
 1.25% of TDC  
 Actual from City  
 \$25,000  
 N/A  
 \$1,500  
 \$5,000  
 NA  
 2,500  
 1.5% of 67% of TDC      1.0050%  
 2% of 1st mortgage  
 N/A  
 \$150.00 per unit  
 \$5,000  
 Not Applicable  
 \$200.00 per unit  
 6 months operating expenses

**TOTAL USES**

**33,381,445**

UNIT TYPE	SQUARE FOOTAGE	No. of Units	SQ.FT PER UNIT TYPE	COST PER SQ.FT.	ALLOCATED UNIT COSTS	ALLOCATED COSTS PER UNIT TYPE
Efficiency						\$
One Bedroom	712	76	54,112	102.52	72,994	5,547,581
Two Bedroom	973	152	147,896	102.52	99,752	15,162,349
Three Bedroo	1,236	100	123,600	102.52	126,715	12,671,515
Four Bedroorr	0	0	0	102.52	0	0
						\$
<<<<>>		<b>328</b>	<b>325,608</b>	<<<<>>	<<<<>>	<b>33,381,445</b>

<b>Annual Operating Expense -</b>	<b>1,116,960</b>	<b>Annual Income</b>
<b>One bedroom</b>	800	76
<b>Two bedroom</b>	1,100	152
<b>Three bedroom</b>	1,300	100
<b>Four bedroom</b>	0	0
<b>Total Annual Income</b>		4,296,000
Vacancy 5%		214,800
<b>Adjusted Gross Income</b>		4,081,200
Annual operating cost		1,116,960
<b>Net Operating Income</b>		2,964,240
Debt Coverage Ratio		1.20
Amount to support Debt		2,470,200
<b>Maximum Supportable Mortgage</b>		29,440,179
<b>Cashflow</b>		494,040

**Equity Calculation:**

28,374,228	Eligible Basis 85% of TDC
100.00%	Applicable fraction
28,374,228	Qualified basis
10.39%	Tax Credit Rate
2,947,231	Annual tax credits
10	
29,472,311	Total tax credits
78.00%	Sales price 78%
22,988,402	Total tax credit equity

**BREAK EVEN OCCUPANCY RATIO**

The sum of all operating expenses and debt service divided by total potential rental income. This tell us what percentage of the property must be leased in order to cover all expenses and debt service obligations - calculated for:

Loan	29,440,179
Revenue	4,296,000
Expenses	1,116,960

Break Even Ratio = 0.63

Annual Debt Service  
Loan Amt \$29,440,179

**Operating Expenses + Debt Service**

Gross Revenue

Operating Expenses	1,116,960
Debt Service	1,586,395
Gross Revenue	4,296,000

Break Even Ratio 0.63

## OPERATING EXPENSES

328 Units / Total Revenue approximately \$4 MM per year

<u>Expense Items</u>	<u>% Revenue</u>	<u>Per Unit</u>	<u>Sub-Total</u>
Salaries and Personnel	6.0%	4,000,000	\$240,000
Insurance	1.6%	250	\$44,000
Taxes	10.0%	4,000,000	\$400,000
Utilites	3.4%	4,000,000	\$136,000
Management	3.0%	337	\$59,312
Administration	2.0%	250	\$44,000
Marketing	1.4%	156	\$27,456
Contract Services	2.6%	250	\$44,000
Repair and Maintenance	3.2%	500	\$88,000
<b>TOTAL OPERATING BUDGET</b>			<b>\$1,082,768</b>

**SHERTZ MULTI-FAMILY APARTMENTS - COMPLETION - REVENUE SCHEDULE**

PROJECT COMPONENT	Building Unit Cost	Revenue Bldg/Month	% Occupancy Cumulative (Break Even 60%)	MONTH 1	MONTH 2	MONTH 3	MONTH 4	MONTH 5	MONTH 6	MONTH 7	MONTH 8	MONTH 9	MONTH 10	MONTH 11	MONTH 12	MONTH 13	MONTH 14	MONTH 15	MONTH 16	MONTH 17	MONTH 18	MONTH 19	MONTH 20	MONTH 21	MONTH 22	MONTH 23	MONTH 24	MONTH 25	
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	
<b>PHASE I</b>																													
SOFT COST	\$1,000,000			1000000																									
DESIGN	\$500,000			80000																									
PERMITTING	\$300,000			300000																									
CONTRACTING	\$50,000			16500																									
SITE WORK & UTILITIES	\$3,858,466			617355																									
<b>BUILDINGS 72 Units</b>																													
1 - B1-1 - 2 Story ( 2-1 Bed/8-2Bed/4-3Bed)	\$1,133,943	\$15,600	4.4%					45358	45358	90715	90715	90715	90715	90715	90715	113394	113394	56697	45358	34018	34018	34018	34018	34018	\$1,950	\$7,800	\$15,600		
2 - B1-1 - 2 Story ( 2-1 Bed/8-2Bed/4-3Bed)	\$1,133,943	\$15,600	8.7%					45358	45358	90715	90715	90715	90715	90715	90715	113394	113394	56697	45358	34018	34018	34018	34018	34018	\$1,950	\$7,800	\$15,600		
3 - B1-1 - 2 Story ( 2-1 Bed/8-2Bed/4-3Bed)	\$1,133,943	\$15,600	13.1%					45358	45358	90715	90715	90715	90715	90715	90715	113394	113394	56697	45358	34018	34018	34018	34018	34018	\$1,950	\$7,800	\$15,600		
4 - B2-2 -3 Story (6-1Bed/12-2Bed/6-3Bed)	\$1,700,814	\$25,800	20.32%					68033	68033	136065	136065	136065	136065	136065	136065	170081	170081	85041	68033	51024	51024	51024	51024	51024	\$3,225	\$12,900	\$25,800		
Pool	\$150,000	\$0	20.32%												50000	50000	50000												
<b>Sub-Total Site Work &amp; Buildings -Phase I</b>	<b>\$10,961,109</b>	<b>\$72,600</b>																											
<b>PHASE II 112 Units</b>																													
5 - B1-2 - 2 Story ( 2-1 Bed/8-2Bed/4-3Bed)	\$1,133,943	\$15,600	24.69%					45358	45358	90715	90715	90715	90715	90715	90715	113394	113394	56697	45358	34018	34018	34018	34018	34018	\$1,950	\$7,800	\$15,600		
6 - B1-2 - 2 Story ( 2-1 Bed/8-2Bed/4-3Bed)	\$1,133,943	\$15,600	29.06%					45358	45358	90715	90715	90715	90715	90715	90715	113394	113394	56697	45358	34018	34018	34018	34018	34018	\$1,950	\$7,800	\$15,600		
7 - B1-2 -2 Story ( 2-1 Bed/8-2Bed/4-3Bed)	\$1,133,943	\$15,600	33.43%					45358	45358	90715	90715	90715	90715	90715	90715	113394	113394	56697	45358	34018	34018	34018	34018	34018	\$1,950	\$7,800	\$15,600		
8 - B2-2 -3 Story (6-1Bed/12-2Bed/6-3Bed)	\$1,133,943	\$15,600	37.79%					45358	45358	90715	90715	90715	90715	90715	90715	113394	113394	56697	45358	34018	34018	34018	34018	34018	\$1,950	\$7,800	\$15,600		
9 - B2-2 -3 Story (6-1Bed/12-2Bed/6-3Bed)	\$1,133,943	\$15,600	42.16%					45358	45358	90715	90715	90715	90715	90715	90715	113394	113394	56697	45358	34018	34018	34018	34018	34018	\$1,950	\$7,800	\$15,600		
10 -B3-3 - 2 Story (8-3 Bed)	\$1,700,814	\$25,800	49.38%					68033	68033	136065	136065	136065	136065	136065	136065	170081	170081	85041	68033	51024	51024	51024	51024	51024	\$3,225	\$12,900	\$25,800		
11 -B3-3 - 2 Story (8-3 Bed)	\$1,700,814	\$25,800	56.61%					68033	68033	136065	136065	136065	136065	136065	136065	170081	170081	85041	68033	51024	51024	51024	51024	51024	\$3,225	\$12,900	\$25,800		
Club House	\$65,450	\$0	56.61%					4582	4582	4582	5236	5236	13090	13090	5236	5236	4582												
Pool	\$150,000	\$0	56.61%												50000	50000	50000												
<b>Sub-Total Buildings - Phase II</b>	<b>\$9,286,793</b>	<b>\$129,600</b>																											
<b>Break Even</b>																													
<b>PHASE III 144 Units</b>																													
12 - B2 -3 -3 Story (6-1Bed/12-2Bed/6-3Bed)	\$1,700,814	\$25,800	63.83%					68033	68033	136065	136065	136065	136065	136065	136065	170081	170081	85041	68033	51024	51024	51024	51024	51024	\$3,225	\$12,900	\$25,800		
13 - B2-3 -3 Story (6-1Bed/12-2Bed/6-3Bed)	\$1,700,814	\$25,800	71.05%					68033	68033	136065	136065	136065	136065	136065	136065	170081	170081	85041	68033	51024	51024	51024	51024	51024	\$3,225	\$12,900	\$25,800		
14 -B2 -3 -3 Story (6-1Bed/12-2Bed/6-3Bed)	\$1,700,814	\$25,800	78.28%					68033	68033	136065	136065	136065	136065	136065	136065	170081	170081	85041	68033	51024	51024	51024	51024	51024	\$3,225	\$12,900	\$25,800		
15 -B2 -3 -3 Story (6-1Bed/12-2Bed/6-3Bed)	\$1,700,814	\$25,800	85.50%					68033	68033	136065	136065	136065	136065	136065	136065	170081	170081	85041	68033	51024	51024	51024	51024	51024	\$3,225	\$12,900	\$25,800		
16 -B2 -3 -3 Story (6-1Bed/12-2Bed/6-3Bed)	\$1,700,814	\$25,800	92.72%					68033	68033	136065	136065	136065	136065	136065	136065	170081	170081	85041	68033	51024	51024	51024	51024	51024	\$3,225	\$12,900	\$25,800		
17 - B1-2 -2 Story ( 2-1 Bed/8-2Bed/4-3Bed)	\$1,133,943	\$15,600	97.09%					45358	45358	90715	90715	90715	90715	90715	90715	113394	113394	56697	45358	34018	34018	34018	34018	34018	\$1,950	\$7,800	\$15,600		
18 -B3-3 - 2 Story (8-3 Bed)	\$700,610	\$10,400	100.00%					28024	28024	49043	56049	56049	56049	56049	56049	70061	70061	35031	28024	28024	21018	21018	21018	21018	\$1,300	\$5,200	\$10,400		
<b>Sub Total Buildings - Phase III</b>	<b>\$10,338,623</b>	<b>\$155,000</b>																											
<b>TOTAL</b>	<b>\$30,586,525</b>	<b>\$357,200</b>		Monthly 1080000	80000	96500	1013855	713855	1682440	1602440	2575939	2583599	1966245	1974099	1974099	2066245	2556497	2555842	1225630	980504	742384	735378	735378	735378	735378	\$44,650	\$178,600	\$357,200	
				Cumulative	1080000	1160000	1256500	2270355	2984209	4666650	6269090	8845029	11428628	13394873	15368971	17343070	19409315	21965812	24521654	25747285	26727789	27470173	28205552	28940930	29676308	30411686	\$30,496,221		
<div style="display: flex; justify-content: space-between;"> <span>CONSTRUCTION PHASE</span> <span>START MARKETING-SALES</span> <span>REVENUE PHASE</span> </div>																													

**CONCLUSIONS:**

1. Break Even Point is achieved upon completion of Phase Two which is Apartment Building 11
2. Time Frame Estimated for Completion is 22 Months Total - 18 Months of Construction.
3. Start Marketing and Sales Six Months prior to completing the Apartments so that they can be filled 3 Months after completion
4. This provides a break even Occpancy Point for the project upon completion of Building 11 / Phase II @ Month 24 to 25 in the Project Cycle

NOTE: Recommend consideration for early Implementation of Buttrum Office Building for Rental and Site Management Office

Project can be Executed in Three Equal Phases of Approximately \$10 Million Dollars Per Phase With break Even Point at \$20 Million Dollar Point



**SCHEDULE OF UNITS:**

	QUANT.	UNITS/BLDG	TOTAL UNITS	1-BED	2-BED	3-BED	
3-STORY UNIT TYPE B2	08	24	192	48	96	48	
2-STORY UNIT TYPE B1	07	16	112	28	56	28	
2-STORY UNIT TYPE B3	03	8	24	0	0	24	
CLUB HOUSE UNIT TYPE B0	01	0	0	0	0	0	
TOTALS	19	BLDGS	328	RENTAL UNITS	76	152	100

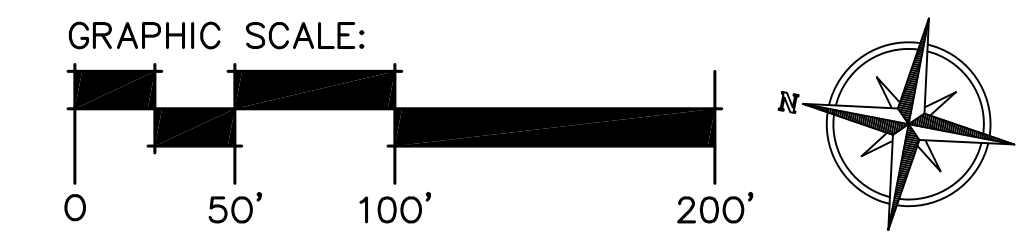
FIRST BUILDING:  
2-STORY = 16 UNITS

APARTMENT / MULTI-FAMILY RESIDENTIAL  
(BASE DISTRICT R-4)

**LEGEND:**

LEGEND	NOTES:
① 1.2-ACRE PAD SITE - OFFICES	8,740 SF BLDG. FOOTPRINT 52 PARKING SPACES (35 REQ'D.)
② 1-ACRE PAD SITE - RESTAURANT/RETAIL	4,340 SF BLDG. FOOTPRINT 60 PARKING SPACES (44 REQ'D.)
③ 1-ACRE PAD SITE - RESTAURANT/RETAIL	4,340 SF BLDG. FOOTPRINT 61 PARKING SPACES (44 REQ'D.)
④ 1.5-ACRE PAD SITE - RESTAURANT/RETAIL	6,500 SF BLDG. FOOTPRINT 65 PARKING SPACES (65 REQ'D.)
⑤ APARTMENT COMPLEX CLUB HOUSE	OFFICE, EXERCISE ROOM, MAIL ROOM + LAUNDRY, 1-STORY BLDG. (5,000 SF)
⑥ 24-UNIT APARTMENT BUILDING *** (8 BUILDINGS)	48 BEDROOMS PER BLDG. 3-STORY BLDG. 9,290 SF/FLOOR
⑦ 16-UNIT APARTMENT BUILDING *** (7 BUILDINGS)	32 BEDROOMS PER BLDG. 2-STORY BLDG. 9,290 SF/FLOOR
⑧ 8-UNIT APARTMENT BUILDING *** (3 BUILDINGS)	24 BEDROOMS PER BLDG. 2-STORY BLDG. 5,740 SF/FLOOR
⑨ APARTMENT PARKING **	~700 SPACES SHOWN (680 REQ'D.)

\*\* MULTIFAMILY PARKING REQUIRES 1.5 PARKING SPACES PER BEDROOM.  
\*\*\* APARTMENT COMPLEX = 23.8 ACRES WITH 328 APARTMENT UNITS  
(572 UNITS ARE ALLOWABLE PER UNIT DENSITY AND OPEN SPACE REQUIREMENTS OF MAX.=24 UNITS/ACRE)



**APT. AMENITIES:**

- CLUB HOUSE WITH EXERCISE ROOM
- TWO POOL AREAS
- RECREATIONAL POND
- 4,400 FT LONG JOGGING TRAIL
- PICNIC AREAS THROUGHOUT
- LANDSCAPE BUFFERING
- GATED ENTRY
- MASONRY CONSTRUCTION



**SITE DEVELOPMENT PLAN**  
SCALE: 1"=60'-0"



ARCHITECT:  
**MARK A. STUART AIA**  
605 Ridgely Drive  
New Braunfels, Texas 78132, USA  
Tel: (830) 557-4444

**MULTI USE DEVELOPMENT**

24860 INTERSTATE HIGHWAY 35  
SCHERTZ, TEXAS 78132

DATE: 05/22/2016  
DRAWN BY: AS  
CHECKED BY: MS

NOTES:

REV DATE	DESCRIPTION

APARTMENT COMPLEX  
CONSTRUCTION PHASES

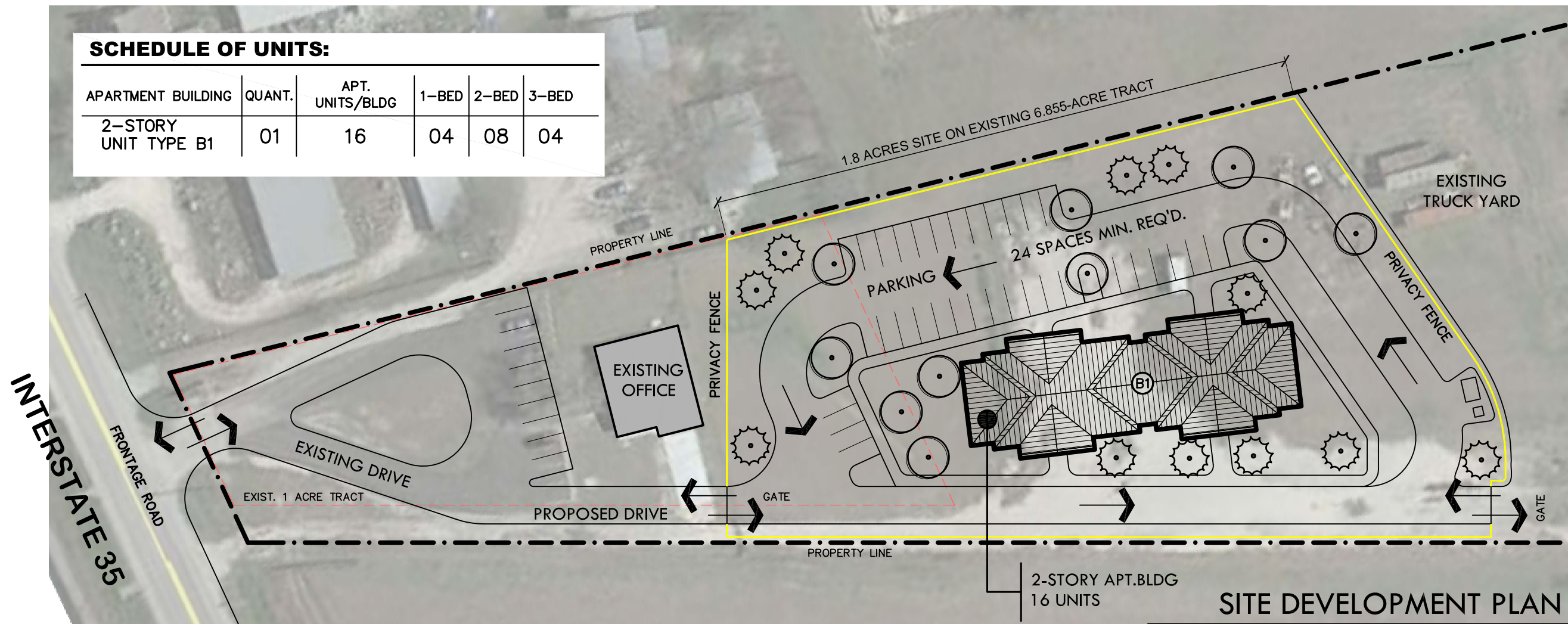
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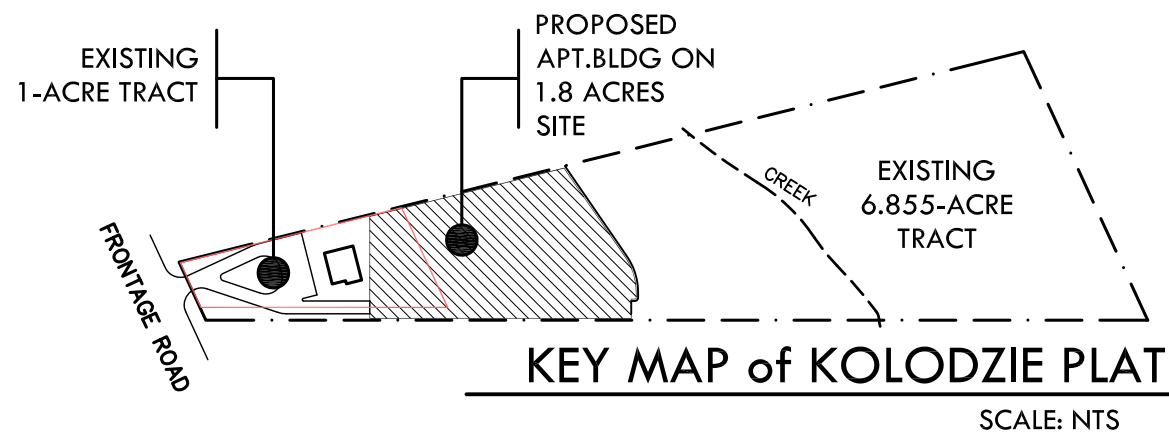
**SCHEDULE OF UNITS:**

APARTMENT BUILDING	QUANT.	APT. UNITS/BLDG	1-BED	2-BED	3-BED
2-STORY UNIT TYPE B1	01	16	04	08	04



**SITE DEVELOPMENT PLAN**

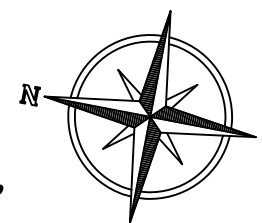
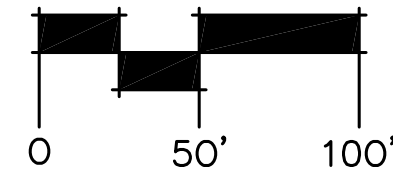
SCALE: 1"=60'-0"



**KEY MAP of KOLODZIE PLAT**

SCALE: NTS

GRAPHIC SCALE:



ARCHITECT:  
**MARK A. STUART AIA**  
 605 Ridgecliff Drive  
 New Braunfels, Texas 78132, USA  
 Tel: (830) 557-4444

**MULTIFAMILY DEVELOPMENT**  
 24860 INTERSTATE HIGHWAY 35  
 SCHERTZ, TEXAS 78132

DATE: 05/23/2016  
 DRAWN BY: AS  
 CHECKED BY: MS

**8-ACRE TRACT  
 SITE PLAN**



Cost Estimate is to construct a 328 Unit Multifamily Apartment Complex on approximately 28 acres at 25100 N IH 35 , New Braunfels, Texas. Project scope includes: 8 each 3 Story Apartment Buildings, 10 each 2 Story Apartment Buildings, 1 Club House Building, Parking for 700 cars, Landscaping, Site Lighting, Fencing, Signage & Central Pool . Buildings are Type V Wood Frame Construction on Concrete Slab & Grade Beam Foundation with Stone, Brick and Cement Siding, Metal Roof , Balconies and Metal Stairs with Metal Railing, Double Pain Insulated Windows, Appliances, Split System HVAC for each unit, Smart Looking Commercial Grade Fixtures and Finishes , complete with an NFPA 13R Fire Sprinkler and Alarm System . All work is designed to comply with local ordinances and the 2009 International Building code. The Complex Provides 76 each 1 Bedroom, 152 Each 2 Bedroom and 100 each 3 Bedroom Apartments.

**COST ESTIMATE**

**328 Unit - 28 Acre Multi-Family Residential Development 25100, IH 35 N, New Braunfels, Texas 78132**

20-May-16

Typical Apartment Building Basis Cost		SF	27861							
ITEM	Cost	Quantity	UOM	\$/UOM	% Total	COMMENTS				
Slab on Grde Foundation	\$92,870	9,287	SF	\$10.00	5.20%	6" Slab on Vapor Barrier on Select Fill w/12" x 24" Grade Beams				
Wood Frame Structure	\$278,610	27,861	SF	\$10.00	15.61%	2x Studs, Mfg Floor Joists, Mfg Roof Trusses, OSB Sheathing				
Exterior Walls	\$200,000	20,000	SF	\$10.00	11.21%	Masonry Lower/ Stucco Upper				
Exterior Windows	\$19,200	48	EA	\$400.00	1.08%	Vinyl, Single Hung, Low E insulated				
Exterior Doors	\$19,200	48	EA	\$400.00	1.08%	Metal Frame and Metal Door				
Roofing	\$40,000	10,000	SF	\$4.00	2.24%	Metal Roofing - Standing Seam				
Stairs	\$60,000	6	Flight	\$10,000.00	3.36%	Steel with Concrete Tread				
Plumbing Rough in	\$55,668	27,834	SF	\$2.00	3.12%	Rough in - common meter				
Cabinetry Kitchen	\$48,000	24	Kitchen	\$2,000.00	2.69%	Commercial Grade Simple				
Cabnetry Bathrooms	\$18,000	30	Bath	\$600.00	1.01%	Commercial Grade Simple				
Electrical	\$83,583	27,861	SF	\$3.00	4.68%	Electric Distribution				
HVAC	\$96,000	24	EA	\$4,000.00	5.38%	Single Zone Package Units for each Unit				
Plumbing Fixtures	\$48,000	30	Bathroom	\$1,600.00	2.69%	Tub, Toilet Sink installed				
Fire Sprinkler & Alarm	\$139,305	27,861	SF	\$5.00	7.80%	ManualPulls/Unit Detectors/Central Panel/NFPA 13 Sprinkler				
Interiors	\$278,610	27,861	SF	\$10.00	15.61%	Gyp Board, Paint, Flooring, Ceiling, Interior Doors				
Kitchen Appliances	\$50,400	24	Kitchen	\$2,100.00	2.82%	DW+GD+Microwvae+Oven+Fridge				
Lighting Fixtures	\$57,800	578	EA	\$100.00	3.24%	Simple Commercial Grade installed				
Landscaping & Irrigation	\$80,000	40,000	SF	\$2.00	4.48%	Trees/Shrubs/Drainage Bio Swales/Irrigation				
Fencing	\$6,000	300	LF	\$20.00	0.34%	Wood Fence at Rear of Site - Dumpster				
Decorative Light Poles	\$5,000	2	EA	\$2,500.00	0.28%	Decorative City Style Poles				
Monument Sign	\$5,000	1	EA	\$5,000.00	0.28%	Moumental Concrete				
Decorative Pavers	\$19,782	3,297	SF	\$6.00	1.11%	Decorative Patio Areas				
Contingency	\$83,812		LS		5.00%	Contingency & Miscellaneous				
<b>BUILDING CONSTRUCTION TYPICAL</b>	<b>\$1,784,840</b>	<b>27,861</b>	<b>SF</b>	<b>\$64.06</b>		<b>CONSTRUCTION COST / SF 3 STORY UNIT</b>				
<b>328 Unit Development Total Cost</b>	<b>Sub-Total</b>	<b>Bldg SF</b>	<b>UOM</b>	<b>SF Cost</b>	<b># of Bldgs</b>	<b># Units/Bldg</b>	<b>Total Units</b>	<b>1-Bed</b>	<b>2-Bed</b>	<b>3-Bed</b>
8 Each 3 Story Unit Type B2	\$14,278,722	27861	SF	\$64.06	8	24	192	48	96	48
7 Each 2 Story Unit Type B1	\$8,329,255	18574	SF	\$64.06	7	16	112	28	56	28
3 Each 2 Story Unit Type B3	\$2,205,538	11476	SF	\$64.06	3	8	24	0	0	24
1 Each Club House Type B0	<u>\$65,450</u>	850	SF	\$77.00	<u>1</u>	0	<u>0</u>			
<b>Total Development Building Cost</b>	<b>\$24,878,965</b>				<b>19 Buildings</b>		<b>328 Rental Units</b>	<b>76</b>	<b>152</b>	<b>100</b>
Pool Complexes	\$300,000									
Decorative Masonry Wall on Street Frontage	\$300,000									
<b>Civil / Site Work - Public</b>	<b>\$425,566</b>									
<b>Civil / Site Work - Complex</b>	<b>\$3,132,940</b>			<b>\$8.07 SF</b>						
		Note: Public Civil - for off Site connectivity is estimated at \$425,566 (Extending: Water Line, Sewer Line, Lift Station Expansion, Storm Drainage) See Civil Detail Sheet from Brissette Engineering - attached Below								
<b>Total Construction Hard Cost</b>	<b>\$29,037,471</b>			<b>\$74.80 SF</b>		<b>Use \$75 / SF</b>				

**Soft Costs**

Land Appraised Value	\$2,134,440	\$76,230/Acre
Architecture and Engineering	\$580,749	2.00%
Permit & Impact Fees	\$300,000	
Legal Fees	\$18,000	

**Sub-Total Soft Costs \$3,033,189**

**TOTAL PROJECT COST \$32,070,660**

Projections do not include cost of money: interest, loan origination fees, etc.

Prepared by: Mark A. Stuart Architect  
605 Ridgecliff Drive, New Braunfels, TX 78130  
Phone: 830-557-4444

Cost Based on RS Means National Cost Averages locally adjusted based on historical experience for the proposed improvements



**Public Infrastructure (water, sanitary sewer, detention, & lift station)**

<b>Description of Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>Water</b>				
6" C-900 PVC	36	LF	\$20.00	\$720.00
12" C-900 PVC	1,060	LF	\$45.00	\$47,700.00
6" Gate Valve & Box	4	EA	\$1,200.00	\$4,800.00
12" Gate Valve & Box	1	EA	\$2,500.00	\$2,500.00
12" Wet Tap	1	EA	\$2,000.00	\$2,000.00
Fire Hydrant	4	EA	\$4,000.00	\$16,000.00
2" Blowoff Valve w/Check Valve	1	EA	\$1,200.00	\$1,200.00
12" Plug & Clamp	1	EA	\$800.00	\$800.00
6" x 12" Tee	4	EA	\$300.00	\$1,200.00
12" x 12" Tee	1	EA	\$800.00	\$800.00
Trench Safety	1,096	LF	\$1.00	\$1,096.00
<b>Subtotal</b>				<b>\$78,816.00</b>
<b>Sanitary Sewer</b>				
8" SDR-26	1,610	LF	\$35.00	\$56,350.00
Manhole	5	EA	\$6,000.00	\$30,000.00
Tie into Exist SS MH	1	EA	\$1,500.00	\$1,500.00
Lift Station Expansion	1	EA	\$100,000.00	\$100,000.00
Trench Safety	1,610	LF	\$1.00	\$1,610.00
<b>Subtotal</b>				<b>\$189,460.00</b>
<b>Storm Drainage</b>				
Storm Pipe	834	LF	\$60.00	\$50,040.00
Water Quality Pond	1	EA	\$90,000.00	\$90,000.00
Hydromulch	1.2	AC	\$2,500.00	\$3,000.00
<b>Subtotal</b>				<b>\$143,040.00</b>
<b>Site Preparation</b>				
Mobilization	1	LS	\$5,000.00	\$5,000.00
Clearing and Grubbing	3.5	AC	\$1,500.00	\$5,250.00
SWPPP	1	LS	\$2,500.00	\$2,500.00
Construction Entrance/Exit	1	EA	\$1,500.00	\$1,500.00
<b>Subtotal</b>				<b>\$14,250.00</b>
<b>Total Civil</b>				<b>\$425,566.00</b>

Excerpts of Submittal Requirements  
Buttrum Apartment PDD Complex



# Schertz

**T E X A S**

*Corridor to the Future*

**CITY OF SCHERTZ  
AMENDED AND RESTATED  
UNIFIED DEVELOPMENT CODE**

Adopted by Ordinance Number 10-S-06  
April 13, 2010

**Subsequent Amending Ordinances pursuant to section 21.4.7.c.4 of this UDC:**

**Ordinance No. 10-S-11 (May 18, 2010)  
Ordinance No. 10-S-28 (September 28, 2010)  
Ordinance No. 10-S-29 (September 28, 2010)  
Ordinance No. 11-S-15 (May 24, 2011)  
Ordinance No. 13-M-12 (April 16, 2013)  
Ordinance No. 13-S-22 (July 16, 2013)  
Ordinance No. 13-M-31 (August 20, 2013)  
Ordinance No. 13-S-30 (August 27, 2013)  
Ordinance No. 13-S-58 (December 10, 2013)  
Ordinance No. 14-S-11 (March 11, 2014)**

**Subsequent Amending Resolutions pursuant to section 21.4.7.E of this UDC:**

**None**

## **Article 4 Procedures and Applications**

### **Sec. 21.4.1 Purpose and Intent**

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The purpose of this Article is to establish application procedures, internal review procedures, public notice and hearing procedures, and review criteria for the processing of applications and actions that affect the development and use of property subject to the jurisdiction of the City of Schertz.

### **Sec. 21.4.2 Initiation of Application**

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#### **A. Application Submittal**

All development applications to be considered by any Board, Commission or Committee, or by the City Council shall be initiated by the filing of the application by the owner of the property on which the permit is applicable or by the owner's designated agent. In the event an application is submitted by a designated agent, the application must be accompanied by a written statement, signed by the owner, authorizing the agent to file the application on the owner's behalf.

#### **B. Determination of Application Completeness**

1. All development applications shall be subject to a determination of completeness by the director of the appropriate City department.
2. No application shall be deemed complete and accepted for processing unless it is accompanied by all documents required by and prepared in accordance with the requirements of this UDC. For a determination of completeness to be issued, an application must include the following:
  - a. payment of the appropriate fee;
  - b. an accurate metes and bounds description of the subject property (or other suitable legal description, identifying the property as a lot of record);
  - c. a survey exhibit and other appropriate exhibits as identified in this Article for the individual permit; and
  - d. any additional documents, forms or other materials required by the City Manager or his/her designee or identified in this UDC for the processing of a specific development application.
3. The director of the appropriate City department may from time to time identify additional requirements for a complete application that are not contained within but are consistent with the application contents and standards set forth in this UDC.

4. A determination of completeness shall not constitute a determination of compliance with the substantive requirements of this UDC.
5. Not later than the tenth (10th) business day after the date an application is submitted, the director of the appropriate City department shall make a written determination whether the application constitutes a complete application. This shall include a determination that all information and documents required by this UDC for the type of permit being requested or other requirements have been submitted. A determination that the application is incomplete shall be mailed to the applicant within such time period by United States Mail at the address listed on the application. The determination shall specify the documents or other information needed to complete the application and shall state that the application will expire if the documents or other information are not submitted within forty-five (45) days after the date the application was submitted.
6. An application filed on or after the effective date of this amended and restated UDC shall be deemed complete on the eleventh (11th) business day after the application has been received, if the applicant has not otherwise been notified that the application is incomplete. For purposes of this section, the applicant shall be deemed to have been notified if the City has mailed a copy of the determination as provided in paragraph 5 above.
7. The processing of an application by any City employee prior to the time the application is determined to be complete shall not be binding on the City as the official acceptance of the application for filing. However, this application may be denied for incompleteness within the forty-five (45) day period.
8. A development application shall be deemed to expire on the forty-fifth (45th) day after the application is submitted to the City Manager or his/her designee for processing if the applicant fails to provide documents or other information necessary to meet the requirements of this UDC or other requirements as specified in the determination provided to the applicant. Upon expiration, the application will be returned to the applicant together with any accompanying documents. Thereafter, a new application must be submitted.
9. No vested rights accrue solely from the filing of an application that has expired pursuant to this section, or from the filing of a complete application that is subsequently denied.

#### C. Application Withdrawal

Any request for withdrawal of an application must be submitted in writing to the director of the appropriate City department. If notification is required for the application and has been properly given via publication in the newspaper and/or

written notification to surrounding property owners, such application must be placed on the agenda. The staff representative shall notify the Board, Commission, Committee or the City Council of the request for withdrawal. The Board, Commission, Committee or the City Council may, at its discretion, accept the request for withdrawal of the application by general consent of the members. Application fees are not refundable unless reimbursement is otherwise authorized by the director of the appropriate City department.

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**Sec. 21.4.3 Notice Requirements**

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**A. Published Notice**

Whenever published notice of a public hearing before a Board, Commission, Committee or the City Council is required, the City Manager or his/her designee shall cause notice to be published in an official newspaper or a newspaper of general circulation in the City before the fifteenth (15th) day before the date set for the required hearing. Said notice shall set forth the date, time, place and purpose of the hearing as required under LGC section 211.006(a).

**B. Written Notice**

Whenever written notice of a public hearing before a Board, Commission, Committee or the City Council is required, before the tenth (10th) day before the hearing date, the City Manager or his/her designee shall cause written notice to be sent to each owner, as indicated by the most recently approved municipal tax roll, of real property within 200 feet of the exterior boundary of the property in question. Said notice shall set forth the date, time, place and purpose of the hearing as required under LGC section 211.007(c). The notice may be served by its deposit, properly addressed with postage paid, in the United States mail. If the property within 200 feet of the property in question is located in territory within the City and is not included on the most recently approved municipal tax roll, notice to such owners shall be given by one (1) publication in an official newspaper or a newspaper of general circulation in the municipality at least fifteen (15) days before the date of the hearing. Failure of owners to receive notice of hearing shall in no way affect the validity of the action taken.

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**Sec. 21.4.4 Public Hearings**

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**A. Public Hearing Required**

Whenever a public hearing is required, the City Manager or his/her designee shall establish the date, time and place of the public hearing and shall cause any notice required under section 21.4.3 of this Article to be prepared and made accordingly.

**B. Conduct of Hearing**

Any person may appear at the public hearing and submit evidence, either individually or as a representative of an organization. Each person who appears at

will be notified in writing by the SHPC of city council approval/disapproval.

### **Sec. 21.4.10 Development Agreements**

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#### **A. Applicability**

The purpose of a Development Agreement is to determine whether the City wishes to authorize a plan of development for land located within its ETJ, to prescribe land uses, environmental standards, development standards and public facilities standards governing development of the land for the term of the agreement, to provide for the delivery of public facilities to the property and to provide for annexation of the property to the City. A Development Agreement may be approved for land located in the ETJ of the City in accordance with LGC section 212.172.

#### **B. Application Requirements**

##### **1. Application Required**

Any application for a Development Agreement shall be accompanied by an application prepared in accordance with the Development Services Department Development Manual.

##### **2. Accompanying Applications**

An application for a Development Agreement shall be accompanied by a Preliminary Plat prepared in accordance with section 21.12.7 of this UDC. Approval of a Preliminary Plat as part of a Development Agreement shall meet the requirements for Preliminary Plat approval under section 21.12.7.

#### **C. Processing of Application and Decision**

##### **1. Submittal**

An application for a Development Agreement shall be submitted to the City Manager or his/her designee. The City Manager or his/her designee shall review the application for completeness in accordance with section 21.4.2.

##### **2. Preparation and Negotiation of Development Agreement**

An application for a Development Agreement shall be prepared in accordance with LGC section 212.172. After review by the City staff, the application and accompanying plans shall be transmitted to the office of the City Attorney for review. After appropriate review by all parties, a recommendation shall be forwarded to the Planning and Zoning

Commission for review and recommendation. The City Council shall have the final authority for approval of a Development Agreement.

3. Commission Recommendation

The Planning and Zoning Commission shall hold a public hearing in accordance with the Texas Open Meetings Act and section 21.4.4 and make a written recommendation regarding a proposed Development Agreement to the City Council. The Planning and Zoning Commission may recommend approval, approval with conditions, or denial of the agreement. The Planning and Zoning Commission may, on its own motion or by request of the property owner, postpone consideration of the request to a certain date that is not more than thirty (30) calendar days after the date of the current consideration in order to review additional information or modifications which may have a direct bearing on the recommendation to the City Council.

4. Decision by City Council

The City Council shall receive the written recommendation of the Planning and Zoning Commission regarding a proposed Development Agreement and shall hold a public hearing in accordance with the Texas Open Meetings Act and section 21.4.4. The City Council may vote to approve, approve with conditions, or deny the Development Agreement. The City Council may, on its own motion or by request of the property owner, postpone consideration of the request to a certain date that is not more than thirty (30) calendar days after the date of the current consideration in order to review additional information or modifications which may have a direct bearing on the final decision. If the City Council approves the Development Agreement, it shall approve the agreement by appropriate action that authorizes the City Manager to execute the agreement on behalf of the City following execution by the property owner. Unless otherwise specified by the City Council, the property owner shall accept the Development Agreement and accompanying Preliminary Plat within ten (10) working days after the date the City Council's action is adopted. If not executed by the property owner within such period, the Council's approval shall be deemed void.

5. Recording Development Agreement

The approved Development Agreement shall be recorded in the real property records of each county in which land subject to the agreement is located.

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**Sec. 21.4.11 Utility Service Extension**

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A. Applicability

A request for approval of a utility extension shall be required where a property owner seeks water or wastewater services from the City for a proposed project that will be located within the City's ETJ at the time of the proposed extension and subsequent development. Approval of a request for a utility extension authorizes the City to annex the property, and authorizes the property owner to submit development applications consistent with the capacity of the facilities to be extended, and upon approval of the applications, to construct extensions of the facilities in accordance with the terms of the approved utility service extension request.

B. Application Requirements

1. Application Required

Any application for Utility Service Extension shall be accompanied by a completed Development Application.

2. Accompanying Applications

a. An application for Utility Service Extension shall be accompanied by a request for voluntary annexation. The City may, at its option, elect to annex the property upon request or may delay the annexation until such time the City deems necessary to promote the health, safety or general welfare of the City and the safe, orderly, efficient and healthful development of the City.

b. An application for Utility Service Extension may be accompanied by an application for a Subdivision Master Plan prepared in accordance with section 21.12.5. A Subdivision Master Plan may not be approved until final approval of the Utility Service Extension by the City Council.

C. Processing of Application and Decision

1. Submittal

A request for Utility Service Extension shall be submitted to the City Engineer. The City Engineer shall review the application for completeness in accordance with section 21.4.2.

2. Review and Processing of Request

The City Engineer shall circulate the application among applicable City Departments for review and recommendation. The City Engineer shall evaluate the request for consistency with the approval criteria and shall prepare a written recommendation to be forwarded to the City Council. The recommendation should include any comments received from other departments including, but not limited to, an analysis of the financial



feasibility of extending services and any fiscal impacts on existing utilities from the extension.

3. Decision by City Council

The City Council shall receive the written recommendation of the City Engineer and shall decide whether to approve, approve with conditions, or deny the request for Utility Service Extension.

D. Criteria for Approval

The City Council, in considering final action on a request for Utility Service Extension, should consider the following criteria:

1. whether the proposed development to be served by the extension is consistent with the Comprehensive Land Plan;
2. whether the extension is proposed to be constructed in accordance with all applicable City ordinances, resolutions, regulations and standards;
3. whether it is feasible to annex the property, and any intervening property which is needed for utility rights-of-way, into the City;
4. whether the utility extension would compromise the City's ability to timely provide adequate water or wastewater facilities to property inside the City;
5. whether the utility extension will lead to premature development that cannot be served efficiently and timely by roadway, drainage or park facilities;
6. whether the utility extension is financially feasible given the proposed means of financing the extension;
7. whether the utility extension will lead to significant degradation of water quality or other environmental resources, either from construction of the water or wastewater improvements, development of the property owner's land, or development of other land that may be served through the extended facilities;
8. whether the property owner proposes to extend wastewater facilities without utilizing City water facilities; and
9. the extent to which the proposed agreement promotes the health, safety or general welfare of the City and the safe, orderly, efficient and healthful development of the City.

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**Sec. 21.4.12 Variances**

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**A. Applicability**

1. The BOA shall have the ability to authorize, in specific cases, a variance from the zoning regulations of this UDC if the variance is not contrary to the public interest and, due to special conditions, a literal enforcement of this UDC would result in unnecessary hardship, so that the spirit of this UDC is observed and substantial justice is done. A variance shall not be granted to relieve a self-created or personal hardship, nor shall it be based solely on economic gain or loss, nor shall it permit any person a privilege in developing a parcel of land not permitted by this UDC to other parcels of land in the district.
2. Approval of a variance authorizes a property owner to submit subsequent development applications consistent with the approved variance.

**B. Application Requirements**

Any request for a variance shall be accompanied by an application prepared in accordance with the Development Services Department Development Manual.

**C. Processing of Application and Decision****1. Submittal**

An application for a variance shall be submitted to the City Manager or his/her designee. The City Manager or his/her designee shall review the application for completeness in accordance with section 21.4.2. The City Manager or his/her designee may, at its option, request a recommendation from any other appropriate City Department or consultant. The City Manager or his/her designee shall notify the applicant of items requiring correction or attention before providing a recommendation on the application. After appropriate review, the City Manager or his/her designee shall forward a written recommendation to the BOA for consideration.

**2. Notification Requirements**

An application for a variance requires the following notification in accordance with section 21.4.3:

- a. written notice; and
- b. published notice.

**3. Decision by the BOA**

the appeal grants relief on the appeal is the date on which the Development Application is deemed approved.

1. Once the Board, Commission or the City Council grants relief on the appeal, a new Development Application or permit application shall be submitted within 180 days after the date of such approval or the appeal shall become null and void.
2. The disapproval of an appeal shall require compliance by the applicant, if applicable, within fifteen (15) days after the date of disapproval and upon written notification by staff.

#### **Sec. 21.4.15 Public Infrastructure Improvement Construction Plans and Community Facilities Agreements**

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##### **A. Applicability**

Every subdivision or development which requires the installation of public infrastructure improvements to serve the proposed subdivision or development is required to submit construction plans to ensure that the required improvements are constructed in accordance with all applicable standards of this UDC or any other codes of the City pertaining to the construction and installation of the improvements. All public infrastructure improvement construction plans shall be submitted and approved prior to an application for a final plat.

##### **B. Application Requirements**

Any request for an approval of construction plans shall be accompanied by an application prepared in accordance with the requirements of the Public Works Department. The Director of Public Works shall be responsible for determining the form and content of the construction plans.

##### **C. Processing of Application and Decision**

###### **1. Submittal**

An application for approval of construction plans shall be submitted to the Director of Public Works prior to or concurrently with an application for final plat. The Director of Public Works shall transmit the plans to the appropriate City Departments and consultants for review. The Director of Public Works shall provide written notification of any items requiring correction or attention within thirty (30) days after submittal of a complete application.

###### **2. Decision by the Director of Public Works**

The Director of Public Works shall be responsible for the final approval of any construction plans and may approve, approve with conditions, or deny

said construction plans. Once the construction plans are approved, the property owner shall provide additional sets of the approved plans to the City, as required by the Director of Public Works, for use during construction. A full set of the City-approved and stamped construction plans must be available for inspection on the job site at all times.

3. Revisions to Construction Plans

If the conditions of approval require revision(s) to the construction plans, one (1) set shall be marked with objections noted (on the plans themselves and in memo format) and returned to the applicant for correction, whereupon the applicant's engineer shall correct the plans as requested and resubmit them for decision. A properly revised set of construction plans shall be submitted to the Director of Public Works. The Director shall approve or deny the revised set of plans.

4. Appeals

Any person or persons aggrieved by any decision of the Director of Public Works, or any taxpayer or any officer, department, or board of the City may appeal the decision of the Director of Public Works to the City Council and shall be decided prior to action on a Final Plat. An appeal of the Director's decision must be accompanied by a written statement regarding the grounds for appeal and shall be certified and documented by a professional engineer licensed in the State of Texas.

D. Criteria for Approval

When considering final action on public infrastructure improvement construction plans, the Director of Public Works, or the City Council on appeal, should consider the following criteria:

1. the plans are consistent with the approved preliminary plat or the proposed final plat;
2. the plans conform to all applicable regulations pertaining to the construction and installation of public infrastructure improvements; and
3. the plans have been reviewed and approved by the City Engineer.

E. Timing of Public Infrastructure Improvement Construction

1. Completion Prior to Final Plat Recordation

Except as provided below, after approval of a preliminary plat and before an approved final plat is recorded, the installation of all public infrastructure improvements required to serve the subdivision, whether to be located off-site or on-site, including but not limited to water,

wastewater, drainage, roadway and park improvements, shall be completed in accordance with the approved public infrastructure improvement construction plans. The installation of improvements required for proper drainage and prevention of soil erosion on individual residential lots, and improvements on any common areas shall also be completed prior to recordation of the final plat in accordance with the approved construction plans.

2. Installation after Final Plat Approval

The property owner or applicant may request to defer the obligation to construct and install one (1) or more public improvements to serve the subdivision until after final plat recordation. The request shall be submitted with an application for preliminary plat approval to provide fair notice of the intent of the developer. Deferral of the obligation to install public improvements shall be conditioned on execution of a subdivision improvement agreement and sufficient surety to secure the obligations defined in the agreement.

3. Off-Site Easements

All necessary off site easements required for installation of off-site public improvements to serve the subdivision or development shall be acquired by the subdivider or developer and conveyed solely to the City by a deed approved by the City Attorney.

F. Community Facilities Agreement

1. Obligations under Agreement

Whenever public improvements to serve the development are deferred until after recordation of the final plat, the property owner shall enter into a community facilities agreement by which the owner covenants to complete all required public improvements, including residential lot improvements for drainage or erosion control, and common area improvements, no later than two (2) years after the date upon which the final plat is approved. The agreement shall be subject to review and approval by the City Attorney and City Engineer, and shall be approved by the City Manager or his/her designee. The agreement shall contain the following provisions:

- a. covenants to complete the improvements;
- b. covenants to warranty the improvements for a period of two (2) years following acceptance by the City;
- c. covenants to provide a maintenance bond in the amount of 125% of the costs of the improvements for such period;

- d. provisions for participation in the costs of the improvements by the City, if authorization has been obtained from the City Council, and a performance bond for such improvements from the contractor, with the City as a co-obligee;
  - e. provisions for securing the obligations of the agreement consistent with subsection G below; and
  - f. such other terms and conditions as are agreed to by the property owner and the City, or as may be required by this UDC.
2. Covenants to Run with the Land

The community facilities agreement shall provide that the covenants contained in the agreement run with the land and bind all successors, heirs and assignees of the property owner. All existing lienholders shall be required to execute the agreement or provide written consent to the covenants contained in the agreement. The City shall deliver a release to bona fide third party purchasers of individual lots when all required public improvements have been accepted by the City.

#### G. Security for Completion of Improvements

##### 1. Security

Whenever the obligation to install public improvements to serve a subdivision or development is deferred until after recordation of the final plat, the property owner shall provide sufficient security to ensure completion of the required public improvements. The security shall be in the form of one of the following:

- a. a cash escrow with the City;
  - b. a performance bond provided by a licensed surety company;
  - c. a certificate of deposit issued by any financial institution which is insured by the Federal Deposit Insurance Corporation or Federal Savings and Loan Insurance Corporation assigned to the City and providing for the City to withdraw the deposit if necessary to complete construction; or
  - d. a trust agreement in a form approved by the City Attorney.
2. Amount and Acceptability

The security shall be issued in the amount of 125% of the cost estimate approved by the City Engineer and Director of Public Works for all public

improvements associated with the subdivision. The terms of the security agreement shall be subject to the approval of the City Attorney.

### 3. Building Permits

No building permit shall be released until all public improvements within the development have been accepted by the City.

### 4. Remedies

Where a community facilities agreement has been executed and security has been posted and required public improvements have not been installed in accordance with the terms of the agreement, the City may:

- a. declare the agreement to be in default and require that all the public improvements be installed regardless of the extent of completion of the development at the time the agreement is declared to be in default;
- b. obtain funds under the security and complete the improvements itself or through a third party; or
- c. assign its right to receive funds under the security to any third party, including a subsequent owner of the development in exchange for the subsequent owner's agreement and posting of security to complete the public improvements serving the tract.

## H. Inspection and Acceptance of Public Improvements

### 1. Inspections

Construction inspection shall be supervised by the Public Works Department. Construction shall be in accordance with the approved construction plans. Any significant change in design required during construction shall be made by the subdivider's engineer, and shall be subject to approval by the Director of Public Works and the City Engineer. If the Director finds upon inspection that any of the required public improvements have not been constructed properly and in accordance with the approved construction plans, the property owner shall be responsible for completing and/or correcting the public improvements.

### 2. Submission of As-Built Plans or Record Drawings

The City shall not accept dedication of required public improvements until the applicant's engineer has certified to the Director of Public Works, through submission of a detailed "as-built" record drawing or survey plat of the property and any off-site easements, the location, dimensions, materials, and other information establishing that the public improvements have been built in accordance with the approved construction plans. Each "as-built" sheet shall show

all changes made in the plans during construction and on each sheet there shall be an as-built stamp bearing the signature of the engineer and date. “As-built” items required are as follows:

- a. one (1) set of full size plans;
- b. electronic (digital) copies of all plans in CAD .dxf or .dwg format and .pdf format;
- c. design Engineer’s Certificate of Review; and
- d. letter with guaranties and costs of all infrastructure being dedicated to the City to include information regarding: linear feet of streets, public drainage, sewer lines and water lines.

3. Acceptance of Improvements

When the Director of Public Works has determined that the public improvements have been installed in accordance with the approved construction plans, the Director shall accept such improvements on behalf of the City. Acceptance of the improvements shall mean that the property owner has transferred all rights to all the public improvements to the City for use and maintenance. The Director of Public Works may accept dedication of a portion of the required public improvements, provided adequate surety has been given for the completion of all of the other improvements. Upon acceptance of the required public improvements, the Director shall have a certificate issued to the property owner stating that all required public improvements have been satisfactorily completed.

4. Disclaimer

Approval of a preliminary or final plat by the Planning and Zoning Commission shall not constitute acceptance of any of the public improvements required to serve the subdivision or development. No public improvements shall be accepted for dedication by the City except in accordance with this section.

I. Maintenance and Warranty of Improvements

1. Maintenance During Construction

The developer shall maintain all required public improvements during construction of the development.

2. Bond

The developer or owner shall covenant to warranty the required public improvements for a period of one (1) year following acceptance by the



City of all required public improvements and shall provide a maintenance bond in the amount of 125% of the costs of the improvements for such period. All improvements located within an easement or right-of-way shall be bonded.

### **Sec. 21.4.16 Building Permits**

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#### **A. Applicability**

An application for a building permit is required within the City corporate limits, or where provided for in a Development Agreement, in the City's ETJ, prior to the placement, construction or alteration of a building or structure. Approval of an application for a building permit authorizes the property owner to construct, alter or place a structure on the lot, tract or parcel. Approval of an application for a building permit also authorizes the property owner, upon completion of a structure intended for human occupancy, to make application for a certificate of occupancy.

#### **B. Application Requirements**

Any request for a building permit shall be accompanied by an application prepared in accordance with requirements of the Building Inspections Division. The Director of Development Services or his/her designee shall be responsible for determining the form and content of the building permit application.

#### **C. Processing of Application and Decision**

##### **1. Submittal**

An application for a building permit shall be submitted to the Building Inspections Division. The Director of Development Services or his/her designee shall review the application for completeness in accordance with section 21.4.2. The Director of Development Services or his/her designee shall review the permit for compliance with all adopted building codes and regulations and shall provide written notification of any items requiring correction or attention within forty-five (45) days after submittal of a complete application.

##### **2. Decision by the Director of Development Services**

The Director of Development Services or his/her designee may approve, approve with conditions, or deny the building permit.

##### **3. Appeals**

Any person or persons aggrieved by any decision of the Director of Development Services or his/her designee, or any taxpayer or any officer,

department, or board of the City may appeal the decision of the Director of Development Services or his/her designee to the BOA.

D. Criteria for Approval

The Director of Development Services or his/her designee shall apply the following criteria in deciding the application for a building permit:

1. the application generally conforms to all prior approved development applications for the property and any variance petition authorizing variation from the standards otherwise applicable to the permit;
2. the location of the structure on the property is in accordance with all prior approved development applications;
3. the proposed plan for construction or alteration conforms to the Building Code and other applicable construction codes adopted by the City;
4. all applicable fees, including impact fees, have been paid;
5. a final plat of the property has been recorded in the appropriate County plat records; and
6. all public infrastructure required has been installed and accepted by the City and all electric, gas, telephone and cable utility services necessary to serve the development have been installed within the development.

E. Issuance

No building permit shall be issued on property that is not a lot of record with the following exceptions:

1. additions to existing structures not exceeding twenty-five percent (25%) of the building at the time of the adoption of this UDC; and
2. interior finish out or improvements to existing structures.

**End of Article 4**

**Table 21.5.7.A DIMENSIONAL REQUIREMENTS  
RESIDENTIAL ZONING DISTRICTS**

Code	Zoning District	Minimum Lot Size And Dimensions			Minimum Yard Setback (Ft)				Miscellaneous Lot Requirements		Key
		Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Side Ft.	Rear Ft.	Minimum Off-Street Parking Spaces	Maximum Height Ft	Max Imperv Cover	
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%	hk,o

- 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.
  - 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.
  - 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.

**Table 21.5.7B 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