



MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
November 19, 2024
6:00 P.M.

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, NOVEMBER 19, 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 Mark Davis)

Proclamations

Small Business Saturday-November 30, 2024 (Councilmember Heyward)

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.

All handouts and/or USB devices must be submitted to the City Secretary no later than noon on the Monday preceding the meeting. Handouts will be provided to each Councilmember prior to the start of the meeting by the City Secretary. All USB devices will be vetted by City IT staff to ensure City property is protected from malware.

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

Consent Agenda Items

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

1. **Minutes** - Consideration and/or action regarding the approval of the minutes and Council Meeting minutes of November 12, 2024 (S.Edmondson/S.Courney)
2. **Resolution 24-R-155** - Approving a contract with Global Payments for credit card processing. (S.Gonzalez/J.Walters)
3. **Ordinance 24-S-160** - Approve a request for a Specific Use Permit to allow a Manufactured / Mobile Home on approximately 2 acres of land, known as 6759 Pfeil Rd, also known as Bexar County Property Identification Number 1296079, City of Schertz, Bexar County, Texas. **Final Reading** (B.James/L.Wood/D.Marquez)
4. **Ordinance 24-S-157**- Approve a request to rezone approximately 218 acres of land to Agricultural District (AD), more specifically known as Comal County Property Identification Numbers 79001, 78946, 75480, 78247, 79009, and 79006, City of Schertz, Comal County, Texas. **Final Reading** (B.James/L.Wood/E.Delgado)
5. **Resolution 24-R-157** - Authorizing an Improvement Agreement for the Rumpf Development for drainage and utility easement acquisition reimbursement and to acquire ROW and drainage and utility easements from SCUCISD. (S.Williams/B.James)

6. **Ordinance 24-S-163** - Amendments to the Public Works Specification Manual. **Final Reading** (B.James/K.Woodlee)

Discussion and Action Items

7. **Resolution 24-R-158** - Ordering and declaring the November 2024 Charter Amendments, as approved by the voters of the City of Schertz, adopted; requiring certification and registration in accordance with state law. (Mayor/S.Edmondson)
8. **Resolution 24-R-120** - Authorizing a Contract with H2O Partners, Inc. for Grant Writing, Planning, and Management Services for Local Hazard Mitigation Plans Program (LHMPP) (S.Williams/G.Rodgers/B.High)

Workshop

9. Workshop regarding updating the Unified Development Code in relation to Temporary Signs. (B.James/L.Wood/E.Delgado)

Information available in City Council Packets - NO DISCUSSION TO OCCUR

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 NOVEMBER 2024 AT 4:30 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 Committee - Chair TIRZ II Board</p> <p>Liaison Parks & Recreation Advisory Board Schertz Housing Authority Board Transportation Safety Advisory Board</p>
<p>Councilmember Watson-Place 2 Member Audit Committee</p> <p>Liaison Library Advisory Board Senior Center Advisory Board Cibolo Valley Local Government Corporation-Ex-Officio</p>	<p>Councilmember Macaluso – Place 3 Member Interview Committee Hal Baldwin Scholarship Committee</p> <p>Liaison TIRZ II Board Animal Services Advisory Committee</p>
<p>Councilmember – Place 4</p>	<p>Councilmember Westbrook – Place 5 Liaison Schertz-Seguin Local Government Corporation (SSLGC) Planning and Zoning Commission Schertz Historical Preservation Society Cibolo Valley Local Government Corporation (CVLGC)-Alternate</p>

<p>Councilmember Heyward – Place 6 Member Animal Services Advisory Committee Audit Committee Interview Committee-Chair Investment Advisory Committee Main Street Committee</p> <p>Liaison Building and Standards Commission Economic Development Corporation - Alternate Senior Center Advisory Board</p>	<p>Councilmember Brown – Place 7 Member Main Street Committee Schertz-Seguin Local Government Corporation (SSLGC)</p> <p>Liaison Economic Development Corporation</p>
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Agenda No.

CITY COUNCIL MEMORANDUM

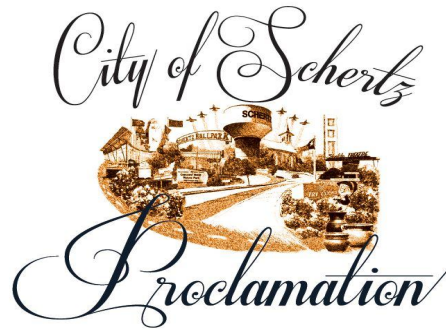
City Council Meeting: November 19, 2024

Department: City Secretary

Subject: Small Business Saturday-November 30, 2024 (Councilmember Heyward)

Attachments

Small Business Saturday-November 30, 2024



Small Business Saturday 2024

November 30, 2024

WHEREAS, small businesses are the backbone of our local economy, serving as a critical foundation for the prosperity and strength of Schertz; and

WHEREAS, the dedicated entrepreneurs and business owners within our community bring unique services, goods, and jobs, contributing to the vibrant character and culture of our city; and

WHEREAS, small businesses in Schertz not only enhance the quality of life for residents but also play a pivotal role in generating jobs, spurring innovation, and fostering a sense of community; and

WHEREAS, the Saturday after Thanksgiving, commonly known as "Small Business Saturday," provides a special opportunity for residents to support and uplift local businesses, ensuring their continued success and reinforcing the importance of shopping local; and

WHEREAS, we encourage residents and visitors alike to shop, dine, and explore the many offerings of City of Schertz's small businesses, which keep our city strong, resilient, and economically thriving; and

WHEREAS, by participating in Small Business Saturday, we celebrate the entrepreneurial spirit that drives our city's success, inspire future local business leaders, and help build a brighter future for all;

NOW, THEREFORE, BE IT RESOLVED, I, Ralph Gutierrez, Mayor City Of Schertz
do hereby proclaim

November 30, 2024 SMALL BUSINESS SATURDAY

in Schertz, and I call upon the citizens of Schertz to support our small businesses by shopping locally, investing in our community, and celebrating the significant contributions of small businesses to the vibrancy and economic health of our city.

Ralph Gutierrez, Mayor

CITY COUNCIL MEMORANDUM

City Council Meeting: November 19, 2024
Department: City Secretary
Subject: Minutes - Consideration and/or action regarding the approval of the minutes and Council Meeting minutes of November 12, 2024 (S.Edmondson/S.Courney)

Attachments

11-12-2024 Draft Agenda Minutes

DRAFT

MINUTES REGULAR MEETING November 12, 2024

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on November 12, 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 Robert Westbrook; Councilmember Mark Davis; Councilmember Michelle Watson; Councilmember Paul Macaluso; Councilmember Tim Brown

Absent: Councilmember Place 4 (vacant); Councilmember Allison Heyward

Staff present: City Manager Steve Williams; City Attorney Natalie Thamm; Deputy City Manager Brian James; Assistant City Manager Sarah Gonzalez; City Secretary Sheila Edmondson; 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 Tim Brown)

Councilmember Tim Brown provided the opening prayer and led the Pledges of Allegiance to the Flags of the United States and State of Texas.

Employee Introductions

Mayor Gutierrez recognized City Department Heads who introduced the following new staff:

- Engineering: Faith Tercero-Phillips, Associate Engineer
- Police Dept: Phillip Elliot Waller, Assistant Police Chief, JayVeon Cardwell, Police Cadet
- Water/Wasterwater Services: Zachary Michael Eaton, Water/Wasterwater Superintendent; Anthony Lopez, Water/Wastewater I

Presentations

Presentation of the Schertz Young Leaders Class of 2025 (S.Gonzalez/L.Shrum/C.Paddock)

Recreation Manager Cassie Paddock presented the class schedule and introduced the Schertz Young Leaders Class of 2025:

- Clemens High School
 - Colette Forsberg, 10th grade
 - Emily Kinney, 10th grade
 - Carli Moy, 11th grade
 - Hannah Jacobson, 11th grade
 - Christopher Aikman, 11th grade
 - Caleb Reeder, 12th grade
 - Kate Krupczak, 12th grade
- Steele High School
 - Sophia Fisher, 11th grade
 - Isabella Hunter, 12th grade
- Randolph Field High School
 - Emalee Denson, 11th grade
- TOPS K12
 - Zachary Roundtree, 11th grade
- Founders Classical Academy
 - Marcus Brown, 10th grade

20-Year Milestone Service Pin Presentation: Fire Department- Battalion Chief Clint Williams (S.Williams)

City Manager Steve Williams recognized Battalion Chief Clint Williams for 20 years of service.

City Events and Announcements

- Announcements of upcoming City Events (B.James/S.Gonzalez)
Deputy City Manager Brian James announced upcoming city events.
- Announcements and recognitions by the City Manager (S.Williams)
City Manager Steve Williams had no announcements or recognitions.
- Announcements and recognitions by the Mayor (R.Gutierrez)
Mayor Gutierrez thanked the City of Cibolo for hosting the Veterans Day Ceremony and Davenport High School for honoring veterans this past weekend.

Hearing of Residents

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Mayor Pro-Tem Robert Westbrook recognized the following resident:

Dr. Miguel Vasquez, 93 Bubbling Springs Rd., President of Schertz-Cibolo Cemetery Association, who provided an update on the Schertz-Cibolo Cemetery events held on November 2, 2024. Ms. Raquel Gutierrez served as Mistress of Ceremonies. She introduced County Commissioner Michael Carpenter, who unveiled the County Historical Marker. The event also included the long awaited dedication of the Children's Memorial, which helps restore the names of the children known to be buried at the cemetery, but their markers had withered away.

Consent Agenda Items

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1. **Minutes** - Approval of the minutes from the Council Meeting on October 22, 2024. (S.Edmondson/S.Courney)
2. **Resolution 24-R-144** - Authorizing the City Manager to enter into an interlocal agreement for allocation of emergency medical services and for a mutual aid agreement with Caldwell County ESD#5. (S. Williams/J. Mabbitt)
3. **Resolution 24-R-147** - Authorizing an agreement with Way Mechanical for on-call HVAC services. (B.James/D.Hardin/C.Lonsberry)
4. **Resolution 24-R-151** - Authorizing an increase in the previously approved expenditure amount with Hill Country Outdoor Power as part of the 2024-2025 Vehicle/Equipment Replacement/Acquisition program. (B.James/D.Hardin/C.Hernandez)

5. **Resolution 24-R-148** - Authorizing an agreement with Advantage USAA, Inc. for on-call roofing services. (B.James/D.Hardin/C.Lonsberry)
6. **Resolution 24-R-149** - Authorizing an agreement with D.H. Pace Company, Inc. for on-call Garage Door services. (B.James/D.Hardin/C.Lonsberry)
7. **Ordinance 24-S-162** - Consider closing and abandoning to the abutting property owner a portion of Troy Lane Right-of-Way, from Wiederstein Road, north to the end (approximately 600 feet) and a portion of Shady Lane Right-Of-Way from Wiederstein Road, north to the end (approximately 600 feet); and to establish an effective date hereof. ***Final Reading*** (B.James/K.Woodlee/J.Nowak)

No items were removed for separate action.

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

Moved by Councilmember Michelle Watson, seconded by Councilmember Tim Brown

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

Passed

Discussion and Action Items

8. **Resolution 24-R-153** - Approval of a Resolution casting votes to elect the Board of Directors for the Guadalupe County Appraisal District for the FY2025 term. (Mayor/Council)

Mayor Gutierrez recognized City Secretary Sheila Edmondson who introduced Resolution 24-R-153. Ms. Edmondson read the names of all candidates. She stated the City of Schertz had 283 votes to cast for candidate(s) to the Board of Directors for the Guadalupe County Appraisal District for the FY2025 term.

Mayor Gutierrez made a recommendation to cast all 283 votes for Mr. Chris Evans.

Councilmember Tim Brown made a motion to cast all 283 votes for Mr. Chris Evans, seconded by Councilmember Michelle Watson.

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

Passed

9. **Resolution 24-R-152** - Approving a Contract for Architectural and Engineering Services for Fire Station 4. (S.Williams/G.Rodgers).

Fire Chief Greg Rodgers introduced Resolution 24-R-152 approving a contract for Architectural and Engineering Services for Fire Station 4.

No Council discussion occurred.

Moved by Councilmember Michelle Watson, seconded by Councilmember Tim Brown

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

Passed

10. **Ordinance 24-S-154** - Approving amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC), to Article 5, Section 21.5.9- Special Districts, and Article 9, Section 21.9.3- Lots, Section 21.9.8- Screening and Fencing, Section 21.9.9- Tree Preservation and Mitigation, Section 21.9.12- Site Plan Process, and Article 16 - Definitions. **Final Reading** (B.James/L.Wood/D.Marquez)

Planner Daisy Marquez introduced Ordinance 24-S-154 and highlighted the requested change made by Councilmember Mark Davis during the ordinance first reading.

No Council discussion occurred.

Moved by Councilmember Mark Davis, seconded by Councilmember Michelle Watson

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

Passed

Public Hearings

11. **Ordinance 24-S-160** - Conduct a public hearing and consider a request for a Specific Use Permit to allow a Manufactured / Mobile Home on approximately 2 acres of land, known as 6759 Pfeil Rd, also known as Bexar County Property Identification Number 1296079, City of Schertz, Bexar County, Texas. **First Reading** (B.James/L.Wood/D.Marquez)

Planner Daisy Marquez introduced Ordinance 24-S-160 to consider a request for a Specific Use Permit to allow a Manufactured/Mobile Home on approximately 2 acres of land, known as 6759 Pfeil Rd, also known as Bexar County Property Identification

Number 1296079, City of Schertz, Bexar County, Texas.

Public Hearing opened at 6:50 p.m.
No residents came forward to speak.
Public Hearing closed at 6:51 p.m.

No Council discussion occurred.

Mayor Gutierrez asked for a motion to approve Ordinance 24-S-160.

Moved by Councilmember Tim Brown, seconded by Mayor Pro-Tem Robert Westbrook

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

Passed

- 12. Ordinance 24-S-161** - Conduct a public hearing and consider a request to rezone approximately 1.4 acres of land, from Office and Professional District (OP) to Neighborhood Services District (NS), generally located 250-feet South of the intersection of Antler Drive and FM 3009, more specifically known as Guadalupe County Property Identification Number 20412, City of Schertz, Guadalupe County, Texas. *First Reading* (B.James/L.Wood/D.Marquez)

Planner Daisy Marquez introduced Ordinance 24-S-161 to consider a request for rezone from Office and Professional District (OP) to Neighborhood Services District (NS), generally located 250-feet south of the intersection of Antler Drive and FM 3009, more specifically known as Guadalupe County Property Identification Number 20412, City of Schertz, Guadalupe County, Texas. Ms. Marquez stated that the applicant had previously applied for a proposed zone change and the Planning and Zoning Commission had a public hearing in May 2024, where the commission made a recommendation for denial with a 5-1 vote. The applicant withdrew the application prior to being heard at Council. Based on UDC Section 21.5.4.D - Criteria for Approval, Staff recommended denial.

Applicant was recognized and provided a presentation to Council regarding the proposed development. He stated their proposal was compatible with businesses in proximity to the subject property.

Public Hearing opened at 7:13 p.m.
No residents came forward to speak.
Public Hearing closed at 7:13 p.m.

Mayor Gutierrez opened the floor to Council for discussion.

Councilmember Brown pointed out that there are several car washes in proximity to the subject property. He stated he did not feel this development was compatible with the residences in the area.

Councilmember Davis questioned the difference between the original application heard by P&Z and this evening's presentation. Ms. Marquez responded nothing had changed.

Councilmember Macaluso stated it was arguable as to whether there was a need for a car wash in this area and that there were two failed ones in this area. He did not support a zone change.

City Manager asked if the parking spots on the plan presented were vacuuming stations. Applicant confirmed.

Councilmember Michelle Watson made a motion to approve Ordinance 24-S-161. There was no second. Application was denied.

- 13. Ordinance 24-S-157-** Conduct a public hearing and consider a request to rezone approximately 218 acres of land to Agricultural District (AD), more specifically known as Comal County Property Identification Numbers 79001, 78946, 75480, 78247, 79009, and 79006, City of Schertz, Comal County, Texas. *First Reading* (B.James/L.Wood/E.Delgado)

Planning Manager Emily Delgado introduced Ordinance 24-S-157 stating the purpose of this ordinance was to establish a zoning district for recently annexed properties.

Public Hearing opened at 7:24 p.m.
No residents came forward to speak.
Public Hearing closed at 7:24 p.m.

No Council discussion occurred.

Moved by Councilmember Tim Brown, seconded by Councilmember Michelle Watson

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

Passed

14. Ordinance 24-S-163 - Conduct a Public Hearing and Consider Amendments to the Public Works Specification Manual. *First Reading* (B.James/K.Woodlee)

City Engineer Kathy Woodlee introduced Ordinance 24-S-163 to consider amendments to the Public Works Specification Manual.

Public Hearing opened at 7:29 p.m.
No residents came forward to speak.
Public Hearing closed at 7:30 p.m.

Mayor Gutierrez asked if the implementation date of January 1, 2025, is sufficient time for developers. Ms. Woodlee responded affirmatively. Anything in the process would be accepted under current specs, only new projects would be subject to the new specs. Mayor Gutierrez was concerned with the timing being so close to the holidays. Deputy City Manager clarified the timing of the projects and the implementation of the new specs.

Councilmember Brown stated he has no concerns about the January 1, 2025, implementation date.

Mayor Pro-Tem Westbrook stated he would support 3 months, but he is ok with the January 1, 2025, implementation date.

Councilmember Tim Brown made a motion to approve Ordinance 24-S-163, seconded by Councilmember Mark Davis.

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

Passed

Workshop

15. Workshop Discussion on Future Special Events and Event Offerings such as Alcoholic Beverages. (S.Gonzalez/L.Shrum)

Parks and Recreation Director Lauren Shrum opened the discussion with background information regarding the offerings of alcohol at previous events. She provided some ideas for options in the future where alcohol would be appropriate, and some events where it would not be appropriate.

Mayor Gutierrez opened the floor to Council for discussion.

Councilmember Tim Brown thanked Ms. Shrum for the presentation and the creative events she shared.

Mayor Gutierrez agreed that some of the events are not appropriate for alcohol and other events where it would work.

Mayor Pro-Tem Westbrook stated the ideas presented were great, but asked what is the Schertz identity? Ms. Shrum stated they are still working on an identity, exploring lots of ideas.

**16. Workshop Regarding TCEQ Lead And Copper Rule Revisions
(B.James/N.Ferris/Z.Eaton)**

Water/Wastewater Superintendent Zac Eaton presented the workshop regarding TCEQ Lead and Copper Rule Revisions (LCRR). The LCRR required public water systems to submit a Lead Service Line Inventory (LSLI) by October 16, 2024, and provide notification to customers with lead, galvanized requiring replacement or unknown service lines within 30 days of the LSLI submission. Approximately 600 notices will be sent no later than Thursday, November 14, 2024.

Mayor Gutierrez opened the floor to Council for discussion. He then asked if replacement was mandatory. Mr. Eaton confirmed it is mandatory and has a time limit of 10 years.

Mayor Pro-Tem Westbrook commended Mr. Eaton on his presentation.

Mayor Gutierrez recessed to closed session at 7:53 p.m.

Closed Session

17. The City Council will meet in closed session under Section 551.071 of the Texas Government Code for discussion related to statutory charter election requirements.

Reconvene into Regular Session

Mayor Gutierrez reconvened Regular Session at 8:22 p.m.

18. Take any action based on discussion held in Closed Session under Agenda Item #17.

Mayor Gutierrez stated the discussion for Closed Session under Agenda Item #17 began at 8:00 p.m. and ended at 8:14 p.m.

No action was taken.

Information available in City Council Packets - NO DISCUSSION TO OCCUR

19. Update on the Beck Landfill Permit Application (S.Williams/B.James)

20. Monthly Update - Major Projects In Progress/CIP (B.James/K.Woodlee)

Requests and Announcements

- Requests by Mayor and Councilmembers for updates or information from Staff
No requests by 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
No requests by Mayor or Councilmembers that items or presentations be placed on a future City Council agenda.

- City and Community Events attended and to be attended (Council)
Councilmember Tim Brown attended the Veterans Day Ceremony in Cibolo.

Adjournment

Mayor Gutierrez adjourned the meeting at 8:24 p.m.

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: November 19, 2024
Department: Finance
Subject: Resolution 24-R-155 - Approving a contract with Global Payments for credit card processing. (S.Gonzalez/J.Walters)

BACKGROUND

The City's online payment portal for utility bills and municipal court fines is through Tyler Technologies, who is our main software provider for finance, utilities, municipal court, and other miscellaneous services. When a customer wants to pay their utility bill or municipal court fine online, the Tyler Technologies site uses Evalon (previously known as ETS) to process the payment. As of the end of December 2024, Tyler Technologies will no longer support integration with Evalon and gave the City 2 options to choose from as a replacement.

The first was Tyler Technologies' own payment processor, Tyler Payments. The second supported vendor is Global Payments (payment processing solution is called OpenEdge). However, Tyler Payments is only compatible with Tyler products and would therefore not be able to serve departments that use different software applications. Global Payments is the sole vendor who can provide payment processing services both through Incode and other City service applications. For this reason, Staff recommends contracting with Global Payments for payment processing services.

GOAL

To recommend a new credit card processor for the City's Tyler Technologies software.

COMMUNITY BENEFIT

The community will benefit from uninterrupted service as staff plans to make the change before Evalon is no longer supported.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of the resolution and awarding a contract to Global Payments.

FISCAL IMPACT

Total estimated expenditures with Global Payments under the terms of this contract is estimated to be \$111,500 annually, which would be a savings of approximately \$43,000 from what we are currently paying to Evalon.

RECOMMENDATION

Staff recommends Council approve resolution 24-R-155 and award a contract to Global Payments for credit card processing, replacing Evalon.

Resolution 24-R-155 with attachments
Global Payments Sole Source

RESOLUTION NO. 24-R-155

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A CONTRACT WITH GLOBAL PAYMENTS FOR PAYMENT PROCESSING SERVICES AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Schertz Finance Department has identified a need to contract with a new vendor for payment processing services as the current vendor will no longer be supported by Tyler Technologies (the City's ERP system); and

WHEREAS, Open Edge (a division of Global Payments) is a Tyler Technologies preferred partner and the only solution provider for Tyler products that offers an integrated system for automated bank reconciliation, direct refunds to credit card accounts, and one-step, that can also be used for non-Tyler products; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into an agreement with Global Payments for services.

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

Section 1. The City Council hereby authorizes an agreement with Global Payments for payment processing services, substantially in the form attached as 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

Mayor, Ralph Gutierrez

ATTEST:

City Secretary, Sheila Edmondson

(CITY SEAL)

EXHIBIT A

Contract with Global Payments for Payment Processing Services

Control Number
Type of Account:

Name of Bank
 Direct Account
 Agent Bank Account
 Bank Referral / New Relationship

Branch

BUSINESS INFORMATION		LEGAL INFORMATION	
City of Schertz (Example)		Merchant's Business Legal Name	
Merchant's DBA Number / Outlet Name		same	
1400 Schertz Parkway	Schertz, TX 78154	Legal Street Address	City, State, Zip
Physical Street Address (No P.O. Box)	City, State, Zip		
James Walters		Legal Contact Name	Legal Phone
DBA Contact Name	DBA Phone		
DBA Fax	Email	Corporate Fax	Email
Customer Service Phone Number (Required for MOTO/Internet)	After Hours Contact Information	Website Address (Required for Internet Merchants)	

MERCHANT PROFILE (American Express, Discover, Mastercard and Visa Information)

TYPE OF BUSINESS	TYPE OF OWNERSHIP	SALES PROFILE (MUST EQUAL 100%)	MARKET TYPE
<input type="checkbox"/> Public <input type="checkbox"/> Private – Ticker Symbol:	<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Professional Assoc. <input checked="" type="checkbox"/> Government / Municipality <input type="checkbox"/> Sole Proprietorship	Card Swiped: _____ % Manually Keyed W/ Imprint: _____ % MO/TO/Internet: _____ %	<input type="checkbox"/> e-Commerce <input type="checkbox"/> Lodging <input type="checkbox"/> P-Card <input type="checkbox"/> MO/TO <input type="checkbox"/> Auto Rental <input checked="" type="checkbox"/> Public Sector <input type="checkbox"/> Emerging Market <input type="checkbox"/> Cash Advance <input type="checkbox"/> Restaurant <input type="checkbox"/> Supermarket <input type="checkbox"/> Retail <input type="checkbox"/> Other: _____
Federal Tax ID Number	Years in Business Under Ownership %		Type of Goods Sold
How long does Customer wait before Product is received \$	Percentage of sales in this category \$		SIC Code \$
Annual American Express, Discover, Mastercard and/or Visa Sales	Average Ticket %		Total American Express, Discover, Mastercard and/or Visa Sales
Duration of extended service or benefits in weeks	Percentage of cost that is prepayment		
Does business currently accept American Express, Discover, Mastercard and/or Visa:			<input type="checkbox"/> Yes <input type="checkbox"/> No
Does business accept Transaction before the Customer receives Product or Service:			<input type="checkbox"/> Yes <input type="checkbox"/> No
Does Merchant offer Warranties, Dues, Subscriptions, Memberships or other Extended Service:			<input type="checkbox"/> Yes <input type="checkbox"/> No
American Express Annual Volume <\$1,000,000:			<input type="checkbox"/> Yes <input type="checkbox"/> No
American Express Acceptance:			<input type="checkbox"/> Yes <input type="checkbox"/> No
American Express Marketing:			<input type="checkbox"/> Yes <input type="checkbox"/> No

Card Service Questions, Contact: Global Payments Direct, Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30326 – or Call: 1(800)367-2638
 Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

MEMBER BANK (ACQUIRER) INFORMATION
 Wells Fargo Bank, N.A – P.O. Box 6079 – Concord, CA 94524 – (844) 284-6834

IMPORTANT MEMBER BANK (ACQUIRER) RESPONSIBILITIES	IMPORTANT MERCHANT RESPONSIBILITIES
1. The Bank is the only entity approved to extend acceptance of Card Organization products directly to a Merchant. 2. The Bank must be a principal (signer) to the Merchant Agreement. 3. The Bank is responsible for educating Merchants on pertinent Card Organization Rules with which Merchants must comply; but this information may be provided to you by Processor. 4. The Bank is responsible for and must provide settlement funds to the Merchant. 5. The Bank is responsible for all funds held in reserve.	1. Ensure compliance with cardholder data security and storage requirements. 2. Maintain fraud and chargebacks below Card Organization thresholds. 3. Review and understand the terms of the Merchant Agreement. 4. Comply with Card Organization rules. 5. Retain a signed copy of this Disclosure Page. The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa member (acquirer) is the ultimate authority should the merchant have any problems.

MERCHANT RESOURCES

- You may download "Visa Regulations" from Visa at: <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>
- You may download "Mastercard Rules" from Mastercard at: <https://www.Mastercard.us/en-us/about-Mastercard/what-we-do/rules.html>
- You may download "American Express Merchant Operating Requirements" at: www.americanexpress.com/merchantopguide

MERCHANTS SIGNATURE: X	Name (Printed):	Title:	Date:
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CREDIT/DEBIT CARD SERVICES AND FEE SCHEDULE (SEE TERMS & CONDITIONS FOR ASSOCIATION AND ASSESSMENTS FEES)

PLAN TYPE	NEW	EXISTING	EXISTING ID	DISCOUNT RATE	I/A	PER ITEM	PER AUTH.
<input checked="" type="checkbox"/> VISA Credit	<input checked="" type="checkbox"/>	N/A	N/A	0.50%	<input type="checkbox"/>	\$0.35	\$
<input checked="" type="checkbox"/> VISA Business Card	<input checked="" type="checkbox"/>	N/A	N/A	0.50%	<input type="checkbox"/>	\$0.35	\$
<input checked="" type="checkbox"/> VISA Check	<input checked="" type="checkbox"/>	N/A	N/A	0.50%	<input type="checkbox"/>	\$0.35	\$
<input checked="" type="checkbox"/> Mastercard Credit	<input checked="" type="checkbox"/>	N/A	N/A	0.50%	<input type="checkbox"/>	\$0.35	\$
<input checked="" type="checkbox"/> Mastercard Business Card	<input checked="" type="checkbox"/>	N/A	N/A	0.50%	<input type="checkbox"/>	\$0.35	\$
<input checked="" type="checkbox"/> Debit Mastercard	<input checked="" type="checkbox"/>	N/A	N/A	0.50%	<input type="checkbox"/>	\$0.35	\$
<input checked="" type="checkbox"/> Discover Credit	<input checked="" type="checkbox"/>	<input type="checkbox"/>		0.50%	<input type="checkbox"/>	\$0.35	\$
<input checked="" type="checkbox"/> Discover Business Card	<input checked="" type="checkbox"/>	<input type="checkbox"/>		0.50%	<input type="checkbox"/>	\$0.35	\$
<input checked="" type="checkbox"/> Discover Check	<input checked="" type="checkbox"/>	<input type="checkbox"/>		0.50%	<input type="checkbox"/>	\$0.35	\$
<input checked="" type="checkbox"/> PayPal Credit (card present)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		0.50%	<input type="checkbox"/>	\$0.35	\$
<input checked="" type="checkbox"/> Diners Club, UnionPay, JCB	<input checked="" type="checkbox"/>	<input type="checkbox"/>		0.50%	<input type="checkbox"/>	\$0.35	\$
<input checked="" type="checkbox"/> Debit (other than Visa/MC)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		0.50%	<input type="checkbox"/>	\$0.35	\$
<input checked="" type="checkbox"/> EBT	<input checked="" type="checkbox"/>	<input type="checkbox"/>		0.50%	<input type="checkbox"/>	\$0.35	\$
<input checked="" type="checkbox"/> American Express	<input checked="" type="checkbox"/>	<input type="checkbox"/>		0.50%	<input type="checkbox"/>	\$0.35	\$
<input checked="" type="checkbox"/> American Express Prepaid	<input checked="" type="checkbox"/>	<input type="checkbox"/>		0.50%	<input type="checkbox"/>	\$0.35	\$

Merchant FNS#: _____ Cash Benefits: Yes No Daily Discount: Yes No

See Section 38 of this Card Services Terms and Conditions for more information regarding Association Fees and Assessments

SURCHARGE

Tiered Rewards Pass-Through Plus Pass-Through Plus Interchange Plus

_____ Mid-Qualified
_____ Non-Qualified

A list of additional fees/rates can be found on pages 2, 4 and 18 of this Card Services Agreement contract under the headings "Other Fees", "Equipment Fees" and "Surcharge".

The foregoing discount rate, per item and authorization fees are based upon Merchant's complying with all processing requirements as established by the applicable governing authority of the payment type which qualifies Merchant for the most favorable interchange rates available for such payment type. Transactions that do not qualify for the most favorable interchange rates will be subject to the surcharges up to 4.00% in addition to the rate quoted. See the "Other Fees" section of this Card Services Agreement and Section 38 of the Card Services Terms and Conditions for more information regarding non-qualifying surcharges. Discount rates and other percentage fees are calculated by multiplying the rates or fees and the Merchant's applicable transaction volume. Per item and per authorization fees are calculated per transaction or authorization, as applicable. See Section 13 of the Card Services Terms and Conditions for information regarding the early termination fee. In addition to the per item fee, all Debit transactions include fees assessed by the applicable network organization.

OTHER FEES (PER OCCURRENCE FEES MARKED WITH A *)

\$	Non-Refundable Application Fee *	\$	Virtual Site Survey Fee*	\$15.00	Chargeback Fees *
\$	Membership Fee	\$	Annual Membership Fee	\$15.00	Non-Sufficient Funds *
\$	Non-Global Check Authorization Fee *	\$2.50	Retrieval Fee *	\$0.60	Voice Authorization Fee *
\$	Touchtone Capture Set-up Fee *	\$	Help Desk Fee (monthly)	\$	Internet Access Fee (monthly)
\$	Wireless Activation Fee *	\$	EDC AVS Fee *	\$	Batch/ACH Fee *
\$	Wireless Transaction Fee *	\$	Annual Service Fee	\$	Data Monitoring Fee*
\$	Installation/Programming Fee *	\$	Minimum Monthly Debit	\$	Monthly Debit Card Membership Fee
\$	Reprogramming Fee *	\$	Voice AVS Fee *	\$	Wireless Services Fee (monthly)
\$	Monthly Regulatory Compliance Fee		PCI ASSURE Monthly Fee		Global Transport VT (Recurring Billing) Setup Fee*
\$	Internet Per Item Fee *	\$15.00		\$	
\$	Internet Setup Fee *				Global Transport VT (Recurring Billing) Monthly Fee
\$	Quarterly Technology Fee		PCI ASSURE Non-Compliance Fee (monthly)*	\$	
\$	Monthly Statement Fee (Paper combination/online)	\$94.95		\$	Global Transport VT (Recurring Billing) Transaction Fee*
\$	Global Access @dvantage Setup Fee*		Minimum Monthly Discount	\$	Other:
\$	Global Access @dvantage Monthly Fee	\$		\$	
\$	Account Maintenance Fee	\$	Training, On-Site *	\$0.05	Other: Address Verificat

PERSONAL GUARANTY

I/We hereby irrevocably guarantee to Global Direct and Member, their successors and assigns, the full, prompt, and complete performance of Merchant and all of Merchant's obligations under the Card Services Agreement, including but not limited to all monetary obligations arising out of Merchant's performance or non-performance under the Card Services Agreement, whether arising before or after termination of the Card Services Agreement. This guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of the Card Services Agreement made by or agreed to by Global Direct, Member, and/or Merchant. I/We hereby waive any notice of acceptance of this guaranty, notice of nonpayment or nonperformance of any provision of the Card Services Agreement by Merchant, and all other notices or demands regarding the Card Services Agreement. I/We agree to promptly provide to Global Direct and Member any information requested by any of them from time to time concerning my/our financial condition(s), business history, business relationships, and employment information. I/We agree that Global Direct and Global Direct (on behalf of Member) may order a consumer credit report on me, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports and/or background checks which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account. I/We have read, understand, and agree to be bound by the Card Services Terms & Conditions provided to Merchant and those terms and conditions contained in this Merchant Application.

SIGNATURE OF GUARANTOR (PLEASE SIGN BELOW):
 _____, an individual **Name (Printed):**
 N/A

SIGNATURE OF GUARANTOR (PLEASE SIGN BELOW):
 _____, an individual **Name (Printed):**

MERCHANT INITIALS: X

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents

OWNER/OFFICER INFORMATION

Note: Complete Owner / Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. Additional owner/officer information may be provided on the Additional Owner/Officer Page as needed.

Is any owner, officer, director, employee, or agent a current or former senior official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); a senior official of a major political party; an executive of a government-owned commercial enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of any of the foregoing officials? YES NO IF "YES," PLEASE ATTACH DETAILS.

Name and Title of person opening account who by signing Section 1 of this Application is certifying (i) that, to the best of his/her knowledge, the information provided in this Section 3 is complete and correct, and (ii) that the information provided in Sections 1 and 2 about the legal entity for which the account is being opened is complete and correct.

Name:

Title:

BENEFICIAL OWNER(S)

List each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of a merchant. If there is not a 25% or greater equity owner(s) utilize the section below titled Individual with Control.

EQUITY OWNED	OWNER NAME	TITLE	CITIZENSHIP	SOCIAL SECURITY NUMBER	DATE OF BIRTH (MM/DD/YYYY)	HOME ADDRESS	HOME PHONE NUMBER
%			<input type="checkbox"/> US <input type="checkbox"/> NON-US				
%			<input type="checkbox"/> US <input type="checkbox"/> NON-US				
%			<input type="checkbox"/> US <input type="checkbox"/> NON-US				
%			<input type="checkbox"/> US <input type="checkbox"/> NON-US				

INDIVIDUAL WITH CONTROL

If no Beneficial Owner(s) exist and/or an additional Individual with Control wishes to be a signer on the account in addition to the Beneficial Owner, complete this section. Individuals with control must hold significant responsibility for managing the merchant account, such as an Executive Officer or Senior Manager (i.e., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, President, Vice President, etc.).

EQUITY OWNED	OWNER NAME	TITLE	CITIZENSHIP	SOCIAL SECURITY NUMBER	DATE OF BIRTH (MM/DD/YYYY)	HOME ADDRESS	HOME PHONE NUMBER
%			<input type="checkbox"/> US <input type="checkbox"/> NON-US				
%			<input type="checkbox"/> US <input type="checkbox"/> NON-US				
%			<input type="checkbox"/> US <input type="checkbox"/> NON-US				

INDIVIDUAL OPENING THE ACCOUNT (AGREEMENT SIGNER)

(Only complete this section if the Agreement Signer(s) are not Beneficial Owners / Individuals with Control Listed above)

This section should be completed by any person(s) that has authority to enter into a contract on behalf of the business entity that signs the Agreement not listed above. The Individual(s) Opening the Account certifies that the information provided regarding the Beneficial Owner(s) and/or the Individual(s) with Control are complete and correct. The Individual Opening the Account will generally be the primary contact for the purpose of this Agreement.

EQUITY OWNED	OWNER NAME	TITLE	CITIZENSHIP	SOCIAL SECURITY NUMBER	DATE OF BIRTH (MM/DD/YYYY)	HOME ADDRESS	HOME PHONE NUMBER
0%			<input checked="" type="checkbox"/> US <input type="checkbox"/> NON-US	N/A	N/A	N/A	N/A
%			<input type="checkbox"/> US <input type="checkbox"/> NON-US				
%			<input type="checkbox"/> US <input type="checkbox"/> NON-US				

BANK INFORMATION (ATTACH VOIDED CHECK OR BANK LETTER)

	ROUTING NUMBER	DDA / CHECKING ACCOUNT NUMBER	DEPOSIT	DISCOUNT	CHARGEBACKS	EQUIPMENT	SUPPLIES	MISC. FEES
Bank 1:			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Bank 2:			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank 3:			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank 4:			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

MERCHANT SITE SURVEY REPOST (TO BE COMPLETED BY SALES REPRESENTATIVE)

Merchant Location: Office Building Residence Retail Location with Store Front Other:

Surrounding Area: Commercial Residential Industrial

Does the amount of inventory and merchandise on shelves and floor appear consistent with the type of business: Yes No – Explain:

Does the Merchant use a fulfillment House: Yes No If Yes, was the Fulfillment House inspected: Yes No

The Merchant: Owns Leases the Business Premises

Further Comments by Inspector (Must Complete):

I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.

Verified and Inspected By (Print Name): Mark Shapiro

REPRESENTATIVE SIGNATURE (PLEASE SIGN BELOW): X	Representative Name (Printed): Mark Shapiro	Date:
Sales Representative Name: Mark Shapiro	Representative Code:	Representative Email: mark.shapiro@heartland.us
		Representative Phone: 732-580-9677

MERCHANT INITIALS: X

HARDWARE		INDIVIDUAL PRICING		COMBINATION PRICING		SPECIAL INSTRUCTION:
ITEM / TYPE	QUANTITY	AMOUNT	# PAYMENTS	AMOUNT	# PAYMENTS	
Terminal:		\$		\$		
Printer:		\$		\$		
Check Reader:		\$		\$		
PIN Pad:		\$		\$		
Global to Download:	<input type="checkbox"/> Yes <input type="checkbox"/> No			Platform:	<input type="checkbox"/> East <input type="checkbox"/> Central <input type="checkbox"/> Other:	
Global to Train:	<input type="checkbox"/> Yes <input type="checkbox"/> No			Global PC	<input type="checkbox"/> Own <input type="checkbox"/> Purchase-Price:	\$
Third Party Settlement:	<input type="checkbox"/> Host <input type="checkbox"/> Terminal			Software:	# of Payments:	
Process Method:	<input type="checkbox"/> EDC <input type="checkbox"/> Paper <input type="checkbox"/> Touchtone			Imprinter:	<input type="checkbox"/> Own <input type="checkbox"/> Purchase-Price Per Unit:	\$
				<input type="checkbox"/> Standard – Purchase Quantity:		
				<input type="checkbox"/> Handheld – Purchase Quantity:		
Terminal Application / PC Software Type				Total Regular Plates Needed:		
<input type="checkbox"/> Own/ Reprogram <input type="checkbox"/> Lease						
Terminal Type <input type="checkbox"/> Purchase <input type="checkbox"/> Rental				Total Plastic Cards Needed:		
Printer Type	Check Reader	Number of TIDs		PINPad Type		
Product						

EQUIPMENT FEES (PER OCCURRENCE FEES MARKED WITH A *)

\$	Datawire 240/4 MicroNode *	\$	Business View Lite
\$	Datawire 960 AS MicroNode *	\$	Business View Full
\$	Datawire Dial Back-up Fee (monthly)	\$	Pay Flow: One Time Setup Fee
\$	Datawire Setup Fee *	\$	3-Delta Systems: Setup Fee *
\$	Datawire Network Access Module (NAM) *	\$	TNS SSL *
\$	Datawire VXN *	\$	Touchtone Capture AVS Fee *
\$	Global Internet Gateway *	\$	Touchtone Capture Fee *
\$	Go Software: Setup Fee *	\$	Global Transport Virtual Terminal Monthly Access Fee
\$	Monthly Membership Fee (monthly fixed fee)	\$	Global Transport Virtual Term. Setup Fee *
\$	PC Pay Additional MID License *	\$	Global Transport Virtual Terminal Per Transaction Fee
\$	PC Pay Add'l User License/Add'l MID License *	\$	Global Transport VT Per Transaction Fee With AVS
\$	PC Pay Annual Support Fee (annual fixed fee)	\$	VPN Monthly Fee
\$	PC Pay Single Merchant/Single User License *	\$	VPN Per Transaction Fee
\$	PC Pay Upgrade from PCCharge *	\$	VPN Setup Fee *
\$	PC Pay Upgrade to Current Version *	\$	VPN Software Fee *
\$	PC Pay Upgrade to Unlimited User License *	\$	Wireless Services Fee (monthly)
\$	CDMA Monthly Wireless Service Fee	\$	Wireless Activation Fee*
\$	CDMA One-Time Activation Fee	\$	Wireless Transaction Fee*
\$	VPN Hardware Router Fee *	\$	Global Access @dvantage Monthly Fee
\$	Pay Flow Link: One Time Setup Fee	\$	Global Access @dvantage Setup Fee*
\$	Pay Flow: Recurring Billing Monthly Fee	\$	Internet Per Item Fee *
\$	Pay Flow: Recurring Billing Svc Setup Fee *	\$	Internet Set Up Fee*
\$	Smart Dispute Manager	\$	Internet Access Fee (monthly)

CARDHOLDER DATA STORAGE COMPLIANCE AND SERVICE PROVIDER

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant. As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Merchant will maintain full PCI DSS compliance at all times and will notify Global Payments when it changes its point of sale software, system, application or vendor: Yes No N/A

Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office): Yes No N/A

Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized: Yes No N/A

Merchant utilizes an EMV enabled terminal: Yes No N/A

The signing merchant listed below has experienced an account data compromise.* Yes No N/A***

***I have never accepted payment cards.

The signing merchant listed below is storing Sensitive Authentication Data** (even if encrypted) after the transaction has been authorized: Yes No N/A***

***I have never accepted payment cards.

*An Account Data Compromise is any incident that results in unauthorized access to payment card data and/or Sensitive Authentication Data.

Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders. Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Global's request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement. **It is imperative that you notify Global Payments immediately should the information on this Compliance Statement change.

MERCHANT INITIALS: X

ACCEPTANCE OF MERCHANT APPLICATION AND TERMS & CONDITIONS / MERCHANT AUTHORIZATION

Your Card Services Agreement is between Global Payments Direct, Inc. ("Global Direct"), the Merchant named above, and the Member named below ("Member") as applicable based upon the services provided. Member is a member of Visa, USA, Inc. ("Visa") and Mastercard International, Inc. ("Mastercard"); Global Direct is a registered independent sales organization of Visa, a member service provider of Mastercard and a registered acquirer for Discover Financial Services, LLC. ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express").

A copy of the Card Services Terms and Conditions, revision number 04-23-GPI-WF-PT, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

UPON THE EARLIER OF MERCHANT SUBMITTING A TRANSACTION TO GLOBAL DIRECT OR SIGNING BELOW, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS AND MERCHANT APPLICATION.

By your signature below, both individually and on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to: (a) initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions, and (b) initiate debit entries to Merchant's checking account(s) for the application fees described herein prior to Global Direct's and Member's acceptance and execution of this Merchant Application, which application fees shall be retained by Global Direct and Member whether or not the Merchant Application is accepted and executed by Global Direct and Member. Furthermore, by your signature below, you agree to be bound by Sections 17 and 20 of the Card Services Terms and Conditions (as applicable) and authorize Global Direct to and/or Global Payments Integrated to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports and/or background checks which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

MERCHANTS SIGNATURE X	Name (Printed):	Title:	Date:
MERCHANTS SIGNATURE X	Name (Printed):	Title:	Date:
MERCHANTS SIGNATURE X	Name (Printed):	Title:	Date:
MERCHANTS SIGNATURE X	Name (Printed):	Title:	Date:
SIGNING FOR GLOBAL PAYMENTS DIRECT, INC.: X	Name (Printed):	Title:	Date:
SIGNING FOR MEMBER: X	Name (Printed):	Title:	Date:

CARD SERVICES TERMS & CONDITIONS FOR GOVERNMENT ENTITIES

PLEASE READ SECTION 17 ("DISPUTE RESOLUTION") CAREFULLY AS IT RELATES TO ARBITRATION AND CLASS ACTIONS

1. GENERAL.

- 1.1. The "Card Services Agreement" consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or "you"), Global Payments Direct, Inc. ("Global Direct"), and Member (as defined below). The provisions in the Card Services Agreement are applicable to Merchant and, by submitting Transactions hereunder, Merchant agrees to be subject to the same. The member bank identified in the Merchant Application ("Member") is a member of Visa USA, Inc. ("Visa") and Mastercard International, Inc. ("Mastercard"). Global Direct is a registered independent sales organization of Visa, a member service provider of Mastercard, a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"), and a registered acquirer for Discover Financial Services LLC ("Discover"). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.
- 1.2. Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to American Express, Discover and PayPal transactions and Switched Transactions (as defined below). To the extent Merchant accepts Discover cards, the provisions in this Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB, China UnionPay, Diner's Club and, for card present transactions, PayPal cards under the Discover network and such transactions will be processed at the same fee rate as Merchant's Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover and PayPal card transactions shall be processed as Switched Transactions (as defined below). To the extent Merchant accepts American Express cards, the provisions in this Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.
- 1.3. Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products, including any software, described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the "Services"). Merchant agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as may be modified or amended in the future pursuant to its and/or their terms. *Upon the earlier of a Merchant's submission of a transaction to Global Direct or signing the Merchant Application, Merchant shall be deemed to have accepted the Card Services Agreement, including the Terms and Conditions herein.*
- 1.4. Except as expressly stated in the first three paragraphs of section 13, all terms and conditions of this Card Services Agreement shall survive termination to the extent necessary to protect Global Direct and Member's rights herein.

2. SERVICE DESCRIPTIONS.

- 2.1. Credit Card Processing Services: Global Direct's credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, Mastercard, American Express, Diners, Discover); settlement; certain dispute resolution with cardholders' banks; and transaction-related reporting, statements and products. From time to time under this Card Services Agreement, upon Merchant's request, Global Direct may facilitate the transmission of certain payment card transactions ("Switched Transactions") to the respective card issuers, including but not limited to American Express®, Diners Club® and various fleet, private label and commercial cards. Switched Transactions require Global Direct's prior written approval and are subject to applicable pricing; Global Direct does not purchase the indebtedness associated with Switched Transactions.
- 2.2. EBT Transaction Processing Services: Global Direct offers electronic interfaces to Electronic Benefits Transfer ("EBT") networks for the processing of cash payments or credits to or for the benefit of benefit recipients ("Recipients"). Global Direct will provide settlement and switching services for various Point of Sale transactions initiated through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services ("FNS") food stamp benefits ("FS Benefits") and/or government delivered cash assistance benefits ("Cash Benefits," with FS Benefits, "Benefits") to Recipients through the use of a state-issued card ("EBT Card").
- 2.3. Provisions regarding debit card services are set forth in section 31 below.
- 2.4. Provisions regarding Decline Minimizer Services are set forth in section 33 below.
- 2.5. Provisions regarding CallPop OpenEdge Services are set forth in section 34 below.

- 2.6. With respect to Visa and Mastercard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Merchant's account(s) will be charged pursuant to section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant's subsequent acceptance of transactions with any Visa or Mastercard product that it has elected not to accept.

3. PROCEDURES.

- 3.1. Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of this Card Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of this Card Services Agreement, <https://www.globalpaymentsinc.com/en-us/cardacceptanceguide> and to be bound by the operating regulations, requirements, and rules of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization covered by this Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time (collectively, the "**Card Association Rules**"). Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard), Visa's Cardholder Information Security Program, Mastercard's Site Data Protection Program, and Payment Application Best Practices, which, as may be modified and amended from time to time, will constitute Card Association Rules as used herein. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security.

- 3.2. Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction consistent with the Card Association Rules. Merchant will indemnify and hold Global Direct and Member harmless from any liability assessments (sometimes referred to as "fines" and "penalties") issued by Visa, Mastercard, American Express, Discover, PayPal or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global Direct and Member at Merchant's location(s) and will reimburse Global Direct for any losses incurred by Global Direct with respect to any such liability assessments, fees and costs.

Merchant must keep all systems and media containing account, cardholder or transaction information (physical or electronic, including but not limited to account numbers, card imprints, and terminal identification numbers) secure and prevent access by or disclosure to anyone other than Merchant's authorized personnel. Merchant must destroy, in a manner that will render the data unreadable, all such media that Merchant no longer deems necessary or appropriate to store (except for sales drafts maintained in accordance with this Card Services Agreement, applicable law, or Card Association Rules). Merchant must also ensure proper destruction of cardholder, transaction or system information (physical or electronic, including but not limited to account numbers, card imprints, and terminal identification numbers) prior to selling, storing, or disposing of any terminal.

- 3.3. Without limiting the generality of any other provision of this Card Services Agreement, Merchant also agrees that it will comply with all applicable federal, state, and local laws, rules, ordinances, and regulations (collectively, "**Applicable Laws**"), including those related to both (a) the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("**Truncation Laws**") and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable state laws ("**Laws on Collection of Personal Information**"). As between Merchant, on the one hand, and Global Direct and Member, on the other hand, Merchant shall be solely responsible for complying with all such laws, rules, ordinances, and regulations, including the Truncation Laws and Laws on Collection of Personal Information and will, to the maximum extent not prohibited under applicable law, indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of the same as a result of transactions processed at Merchant's location(s).

- 3.4. Global Direct may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form part of these Card Services Terms & Conditions. Such operating regulations and rules may be reviewed upon appointment at Global Direct's designated premises and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Card Services Agreement.

4. **MARKETING.** Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global Direct. Merchant shall cease to use or display such service marks immediately upon notice from Global Direct or upon termination of this Card Services Agreement. Merchant agrees that all such displays and cessation of such displays shall be in accordance with the Card Association Rules.
5. **PAYMENT, CHARGES AND FEES.** Fees and charges payable by Merchant for all products, services and applications, whether provided by Global Direct, a third party through Global Direct, or directly by a third party with Global Direct collecting monies with respect thereto (e.g., a POS Vendor Fee), shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges) and in Section 39 of these Card Services Terms & Conditions. With respect to POS Vendor Fees, Global Direct does not control and is not responsible for the POS Vendor Fees charged to Merchant, and the pricing for any such fees depends on Merchant's agreement with such third party. Merchant shall at all times maintain one or more commercial checking accounts (the "**Accounts**") with Member or with another financial institution of Merchant's choice acceptable to Member and Global Direct that belongs to the Automated Clearing House ("**ACH**") network and which can accept ACH transactions. Merchant will be provisionally credited for indebtedness purchased under this Card Services Agreement by credit to Merchant's Account(s). Merchant's Account(s) will be provisionally credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited, minus any applicable discount, fees, product service costs, chargebacks, and other fees and charges. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Card Services Agreement or the Card Association Rules. Availability of any such funds shall be subject to the procedures of the applicable financial institution. Chargebacks and adjustments will be charged to Merchant's Account(s) on a daily basis. Merchant agrees to pay and Merchant's Account(s) will be charged for the discount, fees, product service costs, chargebacks, and other fees and charges described in this Card Services Agreement. Merchant also agrees to pay and Merchant's Account(s) will be debited for all fees, arbitration fees, liability assessments, or any other amounts charged or assessed by third parties, the card associations or network organizations on account of or related to Merchant's processing hereunder, including without limitation with regards to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement. If any type of overpayment to Merchant or other error occurs, Merchant's Account(s) may be debited or credited, without notice, and if Merchant's Account(s) do not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global Direct. Merchant agrees not to, directly or indirectly, prevent, block or otherwise preclude any debit by Global Direct or Member to Merchant's Account which is permitted hereunder. Merchant represents and warrants that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Merchant hereby assigns to Member and Global Direct all of its right, title, and interest in and to all indebtedness submitted hereunder, agrees that Member and Global Direct have the sole right to receive payment on any indebtedness purchased hereunder, and further agrees that Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).
6. **EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.**
- 6.1. Merchant agrees that it will not acquire any title, copyrights, or any other proprietary right to any advertising material; leased equipment including imprinters, authorization terminals, card reader hardware or printers; software; credit card authenticators; unused forms (online or paper); all hardware and software related to the CallPop OpenEdge Services (as defined below); and Merchant deposit plastic cards provided by Global Direct in connection with this Card Services Agreement. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Global Direct and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("**Software**"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all time, Global Direct or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software, or transmit any data that contains software viruses, time bombs, worms, Trojan horses, spyware, disabling devices, or any other malicious or unauthorized code. Merchant's use of such Software shall be limited to that expressly authorized by Global Direct. Global Direct's suppliers are intended third party beneficiaries of this Card Services Agreement to the extent of any terms herein pertaining to such suppliers' ownership rights; such suppliers have the right to rely on and directly enforce such terms against Merchant.
- 6.2. The operating instructions or user guides will instruct Merchant in the proper use of the terminals, other hardware or payment application(s), and Merchant shall use and operate the terminals, other hardware or payment application(s) only in such manner. If Merchant has purchased the relevant maintenance/help desk service hereunder, Merchant will promptly notify Global Direct of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or software or need for repair or maintenance, whereupon Global Direct will make the necessary arrangements to obtain required maintenance or replacement software or hardware. Merchant is responsible for shipping costs. Merchant shall cooperate with Global Direct in its attempt to diagnose any problem with the terminal, other hardware or payment application(s). In the event the Merchant's terminal requires additional Software, Merchant is obligated to cooperate and participate in a dial in down line load procedure. With respect to any item of equipment leased to Merchant by Global Direct, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global Direct in the event that any leased item of equipment is lost, destroyed, stolen or rendered inoperative. To the extent not prohibited under applicable law, Merchant will indemnify Global Direct against any loss arising out of damage to or destruction of any item of equipment or software provided hereunder for any cause whatsoever. Merchant also agrees, to the extent not prohibited under applicable law, to hold harmless and indemnify Global Direct for any costs, expenses, and judgments Global Direct may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment or

software provided hereunder. Any unused equipment in its original packaging purchased from Global Direct hereunder may be returned to Global Direct at Merchant's expense within 60 days of receipt. Merchant shall receive a refund of any money paid in connection therewith subject to a re-stocking fee of an amount equal to 20 percent of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after 60 days.

6.3. Merchant acknowledges that some of the services and applications to be provided by Global Direct and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with this Card Services Agreement, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing services under this Card Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global Direct or Member, as applicable, and such third party. Merchant may not resell the services of any third party providing services under this Card Services Agreement to any other party.

6.4. Merchant acknowledges that it may directly obtain software platform services from a third party that facilitate or integrate Global Direct's Services as set forth in section 2. Global Direct does not control and is not responsible for such software platform services or any fees (and their occurrence) charged by such third party to Merchant related to such software platform services. The pricing for Merchant's use of any third-party platform services and any associated fees depends on Merchant's agreement with such third party. Merchant authorizes Global Direct to collect all monies related to Merchant's use of such third-party software (i.e., the POS Vendor Fee) on behalf of such third party as set forth in the Merchant Application and Merchant's agreement with such third party. Global Direct is not responsible for the acts or omissions of any third party and shall have no responsibility for or liability in connection with any software platform services Merchant receives from a third party, even if Global Direct collects monies with respect to such software or services. Global Direct makes no representation or warranty with respect to such third party's software platform services or such third party's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination.

7. **FINANCIAL INFORMATION.** Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant as Global Direct or Member may from time to time request. Global Direct and Member, or their duly authorized representatives, may examine the books and records of Merchant, including records of all indebtedness previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales slips and credit slips submitted to Global Direct for a period of two years from submission, or such longer period of time as may be required by the Card Association Rules, by law, or by Global Direct as specifically requested in writing in individual cases.

8. **CHANGE IN BUSINESS.** Merchant agrees to provide Global Direct and Member 60 days prior written notice of its (a) transfer or sale of any substantial part (ten percent or more) of its total stock, assets and/or to liquidate; or (b) change to the basic nature of its business, or (c) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, conversion of all or part of the business to mail order sales, telephone order sales, Internet-based sales or to other sales where the card is not present and swiped through Merchant's terminal or other card reader. Upon the occurrence of any such event, the terms of this Card Services Agreement may be modified by Member and/or Global Direct to address issues arising therefrom, including but not limited to requirements of applicable Card Association Rules and/or the fees associated with such transactions.

9. **TRANSFERABILITY.** This Card Services Agreement is not transferable by Merchant without the written consent of Global Direct and Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global Direct hereunder may be transferred by Global Direct without notice to Merchant. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other member without notice to Merchant. Merchant acknowledges that the transferable rights of Global Direct and Member hereunder shall include, but shall not be limited to, the authority and right to debit the Merchant's Account(s) as described herein.

10. **WARRANTIES AND REPRESENTATIONS.**

10.1. Merchant warrants and represents to Global Direct and Member, both at the time of execution and the presentation of any transaction hereunder: (a) that each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever; (b) that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with the cardholder's instructions; (c) that Merchant will comply fully with all Applicable Laws, including those applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that Merchant has taken all reasonable steps to verify the identity of the cardholder and the genuineness of the card and the transaction; (g) that the sales transaction shall have been consummated and the sales slip prepared in full compliance with the provisions of the Card Association Rules; (h) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, that none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's

location and swiped through Merchant's terminal, unless Merchant is specifically authorized in writing by Global Direct to submit such sales slips for purchase, (i) to the extent Merchant has indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant shall not submit such a transaction to Global Direct and Member for processing until the goods and/or services are shipped or performed, as applicable, unless otherwise permitted by the card associations or network organizations, (j) that sales transactions submitted hereunder for purchase representing sales to any principal, partner, affiliate, or proprietor of Merchant shall not constitute an unreasonable portion of Merchant's transactions relative to the Merchant's legitimate business requirements, (k) that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the Card Association Rules, and that all of the information contained in this Card Services Agreement (including the Merchant Application) is true and correct. In the event that any of the foregoing warranties or representations is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a sales transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any sales transactions for purchase hereunder which represents an unreasonable sales transaction to any principal, partner, or proprietor, of Merchant, such sales transaction may be refused or charged back.

10.2. Merchant must notify Global Direct if Merchant elects to use the terminal service of American Express, Novus, or any other third-party provider. If Merchant elects to use a third-party terminal provider, that provider becomes Merchant's agent for the delivery of card transactions to Global Direct via the applicable card-processing network. Global Direct and Member shall have no responsibility for or liability in connection with any hardware, software or services Merchant receives from a third party agent, even if Global Direct collects monies with respect to such hardware, software or services. Neither Global Direct nor Member makes any representation or warranty with respect to such agent's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination. Merchant agrees to assume full responsibility and liability for any failure of such agent to comply with the Card Association Rules, including without limitation any violation, which results in a chargeback to the Merchant. Global Direct and Member have no responsibility for any card transactions until it receives data for the card transaction in the format required by Global Direct. Merchant also agrees that the obligation hereunder to reimburse the Merchant for the value of the card transactions captured by an agent is limited to the value of the transactions (less applicable fees) received by the card-processing network from the agent.

10.3. *Neither Member, nor Global Direct, nor any Supplier makes any representations or warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose with respect to any terminal, any equipment, software or services leased, sold, or otherwise furnished hereunder.*

11. **INDEMNITY.** Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder, Global Direct, or another party. To the extent not prohibited under applicable law, Merchant agrees to indemnify defend and hold Global Direct, Member and their respective parent companies, subsidiaries and affiliates (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out of pocket costs and expenses), expenses of any and every type, litigation expenses, and attorneys' fees, including, but not limited to, attorneys' fees incurred in any and every type of suit, proceeding, or action, including but not limited to, bankruptcy proceedings, in connection with, by virtue of, or arising from, either directly or indirectly: (a) any card transaction that does not conform to the requirements of this Card Services Agreement, the Card Association Rules or Applicable Laws; (b) any card transaction or any act or omission of Merchant; (c) Merchant's breach or default or an alleged breach or default of or under any term, covenant, condition, representation, warranty, obligation, undertaking, promise or agreement contained in this Card Services Agreement or in any agreement (whether oral or written) with any cardholder, any agreement with any card association, or in any other agreement with Member or Global Direct, any breach or threatened breach by Merchant of the Card Association Rules or any violation by Merchant of Applicable Laws ; (d) the rescission, cancellation or avoidance of any card transaction, by operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, including, without limitation claims brought by Merchant with respect to this Card Services Agreement or a card transaction on which Merchant is not the prevailing party; (f) damages, including, without limitation, those for death or injury caused by the good or service purchased with the card; (g) for all web based, Internet or electronic commerce transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information or (h) any compromise of card information or cardholder information resulting from, or for which any network organization or card association determines resulted from, Merchant's failure to abide by applicable security standards, including those found in the Card Association Rules. For purposes of this Agreement, including the foregoing indemnities to the extent not prohibited under applicable law, Merchant is responsible and liable for the acts and omissions of its employees, agents and representatives (whether or not acting within the scope of their duties).

12. LIMITATION OF LIABILITY.

12.1. *Neither Member nor Global Direct nor any independent sales organization referring or providing services to Merchant ("ISO") shall be liable for failure to provide the Services or delay in providing the Services including processing delays or other non-performance if such failure is due to any cause or condition beyond such Party's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or the public enemy, acts of the government*

in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, riots, war, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, telecommunications failures, equipment failures, unavoidable delays, the errors or failures of third party systems, non-performance of vendors, suppliers, processors or transmitters of information, or other similar causes beyond such party's control.

- 12.2. *To the maximum extent not prohibited by law, the liability of Global Direct, ISO, and Member for any loss arising out of or relating in any way to this Card Services Agreement, including but not limited to damages arising out of any malfunction of the equipment or the failure of the equipment to operate, the unavailability or malfunction of the equipment or the failure of the equipment to operate, the unavailability or malfunction of the Services, personal injury or property damage, shall, in the aggregate, be limited to actual, direct, and general money damages in an amount not to exceed the lesser of (a) three months' average charge paid by Merchant hereunder (exclusive of interchange fees, assessments, and any other fees or costs that are imposed by a third party in connection with Merchant's payment processing) for the Services during the previous 12 months or such lesser number of months as shall have elapsed subsequent to the Effective Date of this Card Services Agreement, and (b) \$50,000. This shall be the extent of Global Direct's, ISO's, and Member's liability arising out of or relating in any way to this Card Services Agreement, including alleged acts of negligence, breach of contract, or otherwise and regardless of the form in which any legal or equitable action may be brought against Global Direct, ISO, or Member, whether contract, tort, or otherwise, and the foregoing shall constitute Merchant's exclusive remedy.*
- 12.3. *Under no circumstances shall Global Direct, ISO, or Member be liable for special, consequential, punitive or exemplary damages, including lost profits, revenues and business opportunities, arising out of or relating in any way to this Card Services Agreement, even if Global Direct, ISO, or Member has been advised of the possibility of such damages. Under no circumstances shall Global Direct, ISO, or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer. Member shall not be responsible or liable to Merchant for any action taken by Member (or the results thereof) that is authorized by this Agreement.*
- 12.4. *It is agreed that in no event will Global Direct, ISO, or Member be liable for any claim, loss, billing error, imposition of any allegedly improper fee(s), damage or expense arising out of or relating in any way to this Card Services Agreement which is not reported in writing to Global Direct by Merchant within 60 days of such failure to perform, or, in the event of a billing error or the imposition of any allegedly improper fee(s), within 90 days of the date of the invoice or applicable statement. Merchant expressly waives any such claim that is not brought within the time periods stated herein.*
- 12.5. *Global Direct agrees to maintain commercially reasonable levels of insurance coverage during the term of the Card Services Agreement consistent with the scope and nature of its business and applicable industry best practices. Upon reasonable request, Global Direct shall deliver a certificate of insurance reflecting its then-current policy coverage and carriers.*

13. TERM AND TERMINATION.

- 13.1. This Card Services Agreement shall remain in full force and effect for an initial term of one year from the Effective Date (the "Initial Term"); provided, however, that if Merchant is receiving these Terms and Conditions as an amendment to an existing Card Services Agreement, the amendment shall not affect the then-existing term. The Card Services Agreement will automatically renew for additional one-year periods ("Renewal Term" or "Renewal Terms", and together with the Initial Term, the "Term") unless Merchant gives 30 days' advance written notice of termination prior to the end of the then-current term. This Card Services Agreement is expressly made subject to the limitations of the Merchant's state constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multiyear fiscal obligation or an obligation of future appropriations by Merchant, contrary to the any constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Card Services Agreement, with respect to any financial obligation of Merchant which may arise under this Card Services Agreement in any fiscal year, if the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Card Services Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the Merchant.
- 13.2. Notwithstanding the foregoing, Global Direct or Member may terminate or suspend performance of this Card Services Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global Direct may terminate this Card Services Agreement at any time without notice upon Merchant's default in performing under any provision of this Card Services Agreement; upon an unauthorized conversion of all or any part of Merchant's activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant's terminal or other card reader; upon any failure to follow the Card Acceptance Guide or any Card Association Rules, upon any misrepresentation by Merchant; upon commencement of bankruptcy or insolvency proceedings by or against the Merchant; upon a material change in the Merchant's average ticket or volume as stated in the Merchant Application; where the rules or regulations of any card association require that Member and/or Global Direct terminate and/or suspend this Card Services Agreement; or in the event Global Direct or Member reasonably deems itself insecure (including, without limitation, credit, operational, reputational, financial, technological, security and/or fraud risk or exposure) in continuing this Card Services Agreement.

- 13.3. In addition, a termination by Global Direct shall serve as a termination of the entire Card Services Agreement, including with regard to any ACH Transaction Services provided hereunder. In the event that Global Direct and Member breach the terms and conditions hereof, the Merchant may, at its option, give written notice to Global Direct and Member of its intention to terminate this Card Services Agreement unless such breach is remedied within 30 days of such notice. Failure to remedy such a breach shall make this Card Services Agreement terminable, at the option of the Merchant, at the end of such 30-day period unless notification is withdrawn.
- 13.4. Any Merchant deposit of sales or credit slips that is accepted by Global Direct and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant's Account(s). If the deposit has already been posted to Merchant's Account(s), said posting will be reversed and the deposit returned to Merchant. Termination of this Card Services Agreement shall not affect Merchant's obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargebacks or liability assessments imposed, received, or processed after termination. In the event of termination, all equipment leased from, and software provided by, Global Direct including but not limited to imprinters, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global Direct at Merchant's expense.
- 13.5. Global Direct and Merchant acknowledge and agree that in addition to all other remedies available to Global Direct under the Card Services Agreement or as otherwise available in law or equity, if the Card Services Agreement is terminated prior to the expiration of the applicable Term of the Card Services Agreement for any reason other than for a material, uncured breach by Global Direct, Merchant agrees to pay Processor damages (the "**Damages**") determined by adding an account closure fee as follows (unless a different amount is disclosed on the Merchant Application): (1) \$250 for Merchants with less than twelve months remaining from the date of termination to the end of the then current Term, or; (2) \$500 for Merchants with more than twelve months remaining, or such portion of the foregoing as may be permitted by applicable law. Merchant hereby authorizes Global Direct to accelerate the payment of such applicable amount(s), as well as the right to deduct such total amount(s) from Merchant's Account referenced in Section 5, or to otherwise withhold the total amount(s) from amounts due to Merchant from Global Direct, immediately on or after the effective date of termination. If the Merchant's Account does not contain sufficient funds for the debit or the amount cannot be withheld by Global Direct from amounts due to Merchant, Merchant shall pay Global Direct the amount due within ten (10) days of the date of Global Direct's invoice for same.
- 13.6. Merchant agrees that such Damages shall also be due to Global Direct if Merchant discontinues submitting transactions for processing during the Term for a period of ninety (90) consecutive days, and is not designated on the Merchant Application, or by notice to Global Direct, as a seasonal merchant or as otherwise agreed to by Global Direct.
- 13.7. Merchant acknowledges and agrees that the Damages are not a penalty but rather are a reasonable computation of the financial harm caused by the termination of the Merchant Agreement or the cessation of processing activity by Merchant. Such amount(s) shall not be in lieu of but in addition to any payment obligations for Services already provided hereunder (or that Global Direct may continue to provide), which shall be an additional cost, and any and all other damages to which Global Direct may be entitled hereunder apart from Merchant's breach of this Section 13. Notwithstanding the foregoing, if Merchant provides Global Direct with written notice within forty-five (45) days of Merchant's execution of this Card Services Agreement that it wishes to terminate this Card Services Agreement immediately, Merchant shall not be responsible for the payment of the above-referenced amount(s), but shall be responsible for compliance with all other terms and conditions set forth in this Card Service Agreement, including but not limited to payment for all fees incurred prior to the termination of this Card Services Agreement.
14. **RETURNED ITEMS/CHARGEBACKS.** If a cardholder disputes any transaction, if a transaction is charged back for any reason by a cardholder or the card issuing institution, or if Global Direct or Member has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant's Accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the Card Association Rules with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global Direct and Member with any available information to re-present a chargeback and that, regardless of any information it provides or does not provide Global Direct and Member in connection with a chargeback, or any other reason, Merchant shall be solely responsible for the liability related to such chargeback. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Merchant's accounts or the Reserve Account, Merchant shall, upon demand by Global Direct, pay Global Direct the full amount of the chargeback. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.
15. **RESERVE ACCOUNT; HOLDBACK RIGHTS.**
- 15.1. At any time, Global Direct and Member may, at their option, establish a reserve account to secure the performance of Merchant's obligations under this Card Services Agreement to such party ("**Reserve Account**"). The Reserve Account may be funded, at Global Direct's sole discretion, through any or all of the following: (a) direct payment by Merchant—at the request of Global Direct or Member, Merchant will deposit funds in the Reserve Account; or (b) the proceeds of indebtedness presented for purchase.

Merchant hereby grants Member a security interest in all accounts referenced in section 5 or any other accounts, including certificates of deposits, maintained by Merchant with any designated depository or other financial institution and authorizes Global Direct (to the extent authorized by Member) or Member to make such withdrawals at such times and in such amounts as it may deem necessary hereunder. Merchant hereby instruct said financial institutions to honor any requests made by Global Direct and Member under the terms of this provision. To the extent not prohibited under applicable law, Merchant will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from Global Direct and Member.

- 15.2. Merchant hereby agrees that Global Direct and Member may deduct from this Reserve Account any amount owed to such party in accordance with this Card Services Agreement. Any funds in the Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights in respect of purchased indebtedness under the Card Association Rules or (b) the period necessary to secure the performance of Merchant's obligations under this Card Services Agreement, which holding period may extend beyond termination of this Card Services Agreement. Merchant shall have no ownership interest or property rights in the Reserve Account or the funds therein, will not receive any interest on funds being held in a Reserve Account, and has no right to access the funds being held in the Reserve Account or otherwise transfer, pledge or use these funds for its own purposes. Without limiting the generality of the foregoing, upon termination of this Card Services Agreement, Global Direct and Member may maintain the sum of at least five percent of gross sales for the 90-day period prior to termination to be held in a Reserve Account in accordance with the terms of this Card Services Agreement. Global Direct may, at its discretion upon termination of this Card Services Agreement, require that the Merchant maintain more than five percent of gross sales for the 90-day period prior to termination in a Reserve Account.
- 15.3. In addition to any of the other rights granted to Global Direct and Member hereunder, in the event that Global Direct and/or Member, at any time during the term of this Card Services Agreement, determine in its or their commercially reasonable discretion that it may be prudent or necessary to do so as a result of any unusual, suspicious, or risk-exposing activity (including, without limitation, money laundering, invalid sales transactions, counterfeit transactions, altered or duplicate transactions, activity related to a suspected data compromise event or other breach of security standards, or excessive chargebacks), then Member or Global Direct on behalf of Member may, without notice, hold funds otherwise payable to Merchant for such period as Global Direct and/or Member, in its or their commercially reasonable discretion, deem necessary, to provide security against liability for such activity, plus other costs or liabilities reasonably anticipated to be due to Global Direct and/or Member related to the same. To the extent (i) the investigation conducted by Global Direct and/or Member with respect to the unusual, suspicious, or risk-exposing activity determines that such activity is reasonably likely to result in amounts being due from you to Global Direct and/or Member, and (ii) Global Direct and/or Member require the establishment, replenishment, or increase of a Reserve Account in connection therewith, then the funds held may be used to fund such Reserve Account.

16. DEFAULT/SECURITY INTEREST.

- 16.1. Upon failure by Merchant to meet any of its obligations under this Card Services Agreement (including funding the Reserve Account), any of the accounts referred to in section 5 may be debited without notice to Merchant, and Merchant (on behalf of itself and its affiliated entities) hereby grants to Member, Global Direct a lien and security interest in all of Merchant's right, title and interest in or to any of the following assets or properties, if any: (a) all of the accounts referenced in the preceding sentence, (b) the Reserve Account (without in any way suggesting that Merchant has ownership interest or property rights in the Reserve Account or the funds therein), (c) any rights to receive credits or payments under this Card Services Agreement and (d) all deposits and other property of Merchant that Member or its affiliates possess or maintain (including all proceeds of the foregoing). Merchant shall execute, acknowledge or deliver any documents or take any actions Member, Global Direct may from time to time request to better assure, preserve, protect, perfect, maintain or enforce this security interest. To the extent not prohibited by law, Merchant irrevocably authorizes Member, Global Direct to file any financing statements (at Merchant's expense) in any relevant jurisdiction or any other documents or instruments related to this security interest. Except as provided in section 15 (relating to the Reserve Account), Merchant represents and warrants that (a) Merchant has good and valid rights and title to the property described herein, (b) Merchant has full power and authority to grant to Member the security interest pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Card Services Agreement, without the consent or approval of any other person or entity, (c) no other person or entity has a security interest or lien in any of the property described herein and (d) this security interest is a first lien security interest and secures Merchant's obligations to Member under this Card Services Agreement. Member shall have all rights of a secured party and Merchant must obtain the prior written consent of Member before granting any subsequent security interest or lien in the property described herein. Merchant agrees that it is Merchant's intent that these accounts and secured property shall to the extent allowed by applicable law not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law. Merchant agrees to act consistently with the understanding that said accounts and secured property under this Card Services Agreement are free of all such preferences, claims or stays by reason of and as allowed by any such law. The scope of the security interest, and Merchant's (on behalf of itself and its affiliated entities) instructions to its financial institutions to accept withdrawal requests from Global Direct, Member, and Merchant's agreement to hold such institutions harmless and to indemnify them, to the extent not prohibited under applicable law, are described above in section 15.
- 16.2. Merchant also agrees that, in the event of a default by Merchant, Member has rights of setoff and recoupment and may apply any of Merchant's balances or any other monies due Merchant from Member towards the payment of amounts due from Merchant

under the terms of this Card Services Agreement. The rights stated herein are in addition to any other rights Global Direct or Member may have under applicable law.

17. DISPUTE RESOLUTION AND CLASS ACTION WAIVER

- 17.1. Any litigated action regarding, relating to or involving the validity, scope and/or enforceability of this Card Services Agreement, shall be brought in either the courts of the state of Texas sitting in Guadalupe County or the United States District Court for Guadalupe County, Texas, and Merchant and Global Direct expressly agree to the exclusive jurisdiction of such courts. Merchant and Global Direct hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or Global Direct might otherwise have to personal jurisdiction or venue in such courts.
- 17.2. **Class Action Waiver:** *Merchant acknowledges and agrees that all disputes arising out of or related to this Card Services Agreement shall be resolved on an individual basis without resort to any form of class action and shall not be consolidated with the claims of any other parties. Merchant further agrees to waive, and hereby waives, the right to participate in a class action or to litigate or arbitrate on a class wide basis.*
- 17.3. Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Requirements Guide (the "**American Express Guide**").

18. **AMENDMENTS.** Global Direct shall have the right to modify or amend the terms and conditions of this Card Services Agreement or the Card Acceptance Guide, including, without limitation, the right to modify, amend, or supplement applicable fees, charges, and/or discounts. Modifications and amendments related to changes to the Card Association Rules, changes to the fees charged by the card associations, Member, or other third parties, or in response to changes in applicable laws or regulations (collectively, a "**Third Party Change**") may be made effective immediately, with or without notice. Modifications or amendments unrelated to a Third Party Change shall be effective upon the date specified in a notice to the Merchant (the "**Change Notice**"), provided that the date shall not be fewer than five business days after the date of such Change Notice. Following the Effective Date, in the event of any modification or amendment not related to a Third Party Change, Merchant shall have the right to terminate this Card Services Agreement, without liability for premature termination pursuant to section 13, by providing written notice thereof to Global Direct, provided that such notice must be given within five business days following the date of the Change Notice. If Merchant provides written objection to such changes or amendments, Merchant shall have 15 calendar days from receipt of such changes or amendments to provide written notice to Global Direct of its desire to terminate this Card Services Agreement. Following receipt of such written notice, the amendments communicated by Global Direct or Member shall not take effect, and the Card Services Agreement shall continue under the prior terms for a period of up to 30 days. At the end of such 30-day period, this Card Services Agreement shall terminate and Merchant's ability to utilize the Services will cease. Other than the amendments set forth above, this Card Services Agreement may be amended only in writing signed by Global Direct, Member, and Merchant.

19. **WAIVER.** No provision of this Card Services Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Card Services Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Card Services Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

20. **EXCHANGE OF INFORMATION.** Merchant authorizes Global Direct to order a credit report on Merchant. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global Direct. Subsequent credit reports may be ordered in connection with updating, renewing or continuing this Card Services Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global Direct will provide the name and address of the consumer credit reporting agency furnishing such report, if any. Global Direct may exchange information about Merchant with Member, other financial institutions and credit card associations, network organizations and any other party. Merchant hereby authorizes Global Direct to disclose information concerning Merchant's activity to any card association, network organizations, or any of their member financial institutions, or any other party without any liability whatsoever to Merchant.

21. **SEVERABILITY; CONSTRUCTION.** If any provision of this Card Services Agreement or portion thereof is held to be unenforceable, such a determination will not affect the remainder of this Card Services Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting this Card Services Agreement.

22. **NOTICES.** All notices from Merchant to Global Direct or Member under this Card Services Agreement shall be in writing and shall be sent by facsimile, by overnight carrier, or by regular or certified mail. All notices sent to Global Direct or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc., 3550 Lenox Road NE, Suite 3000, Atlanta GA 30326. Any notices from Global Direct or Member to Merchant under this Card Services Agreement shall be effective upon the earlier of actual receipt or upon sending such notice to the address provided by Merchant in the Merchant Application or to any other e-mail or physical address to which notices, statements and/or other communications are sent to the Merchant hereunder or via electronic posting or notification accessible to Merchant on Global Direct's Merchant Portal (<https://reporting.globalpay.com/login>) or any successor online reporting tool. The parties hereto may

change the name and address of the person to whom notices or other documents required under this Card Services Agreement must be sent at any time by giving notice to the other party.

23. **MERGER.** This Card Services Agreement, including these Card Services Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global Direct, and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.
24. **EFFECTIVE DATE.** If Merchant is receiving these Terms and Conditions as an amendment to an existing Card Services Agreement, the Terms and Conditions shall be effective upon receipt. Otherwise, this Card Services Agreement shall become effective only upon acceptance by Global Direct and Member, or upon delivery of indebtedness at such locations as designated by Global Direct for purchase, whichever event shall first occur. In either event, such date is referred to herein as the “**Effective Date.**”
25. **DESIGNATION OF DEPOSITORY.** The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution (“**Depository**”) for its credit card indebtedness. Such financial institution must be a member of an Automated Clearing House Association. Merchant authorizes payment for indebtedness purchased hereunder to be made by paying Depository therefore with instructions to credit Merchant's Accounts. Depository, Member, and/or Global Direct may charge any of Merchant's Accounts at Depository for any amount due under this Card Services Agreement. Global Direct must approve in writing any proposed changes to the Account(s) or to the Depository. Merchant represents and warrants that: (a) the Account(s) will always be in the same legal and DBA (if applicable) name as Merchant's name on the Merchant Application; (b) Merchant will own and maintain control of the Account(s) and will keep such Account(s) open at all times during the term and as long as any Reserve Account is in effect; and, (c) the Account(s) will not be associated with any merchant processing activity that is illegal or prohibited by the Card Association Rules or Applicable Law, including without limitation merchant processing activity associated with other accounts and/or processors. Merchant hereby authorizes Depository to release any and all account information to Global Direct as Global Direct may request without any further authorization, approval or notice from or to Merchant.
26. **FINANCIAL ACCOMMODATION.** The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, in the event Merchant becomes a debtor in bankruptcy, this Card Services Agreement cannot be assumed or enforced, and Global Direct and Member shall be excused from performance hereunder.
27. **AUTHORIZED USERS.** To the extent Merchant is granted electronic access to any systems or portals of Global Direct, Merchant shall be responsible for (i) ensuring that only authorized users of such systems or portals access the same; (ii) keeping all logins, user names, and passwords confidential; and (iii) promptly notifying Global Direct of any unauthorized access of such logins, user names, or passwords; and (iv) all actions taken by anyone using such access, logins, user names, or passwords, even if such actions were not authorized by Merchant.
28. **TAXES.** Merchant shall be solely responsible for the calculation, collection, and remittance of any sales tax imposed by any government authority in connection with the provision of Merchant's goods or services. Unless Merchant is otherwise exempt (and can prove such exemption to Global Direct and/or Member's satisfaction), Merchant agrees to pay all taxes imposed on the services, equipment, or other property provided to Merchant pursuant to this Agreement.
29. **REPORTING.** Merchant acknowledges that, under the Card Association Rules, certain merchant activity and terminations of merchant processing agreements may result in Global Direct or Member reporting merchants and their principals for inclusion on a terminated merchant file (e.g., the “MATCH” list). Merchant, on behalf of itself and its principals, hereby consents to such reporting and waives any claim related to the same, even in instances where Merchant or its principals believe that reporting to have been improper or in error.
30. **RELATIONSHIP OF THE PARTIES.** Merchant designates Global Direct and Member as its agent to receive payments for transactions processed pursuant to this Card Services Agreement. Neither Global Direct nor Member, however, shall be considered a partner or fiduciary to Merchant, and nothing in this Card Services Agreement or the rendition of services related to this Card Services Agreement shall be deemed to create a joint venture, partnership, or fiduciary relationship between or among the parties. Rather, the relationship among the parties to this Card Services Agreement is an arm's length commercial relationship.
31. **DEBIT / ATM PROCESSING SERVICES: ADDITIONAL TERMS AND CONDITIONS.**
- 31.1. Debit Sponsor shall act as Merchant's sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by Merchant (the “**Covered Terminals**”) in each of the following debit card networks (“**Debit Networks**”): Accel, AFFN, Alaska Option, CU24, Interlink, Maestro, NYCE, Pulse, Shazam, Star, and Tyme, which Debit Networks may be changed from time-to-time by Debit Sponsor or Global Direct without notice. Merchant may also have access to other debit networks that do not require a sponsor. Global Direct will provide Merchant with the ability to access the Debit Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Debit Networks. Global Direct will provide connection to such Debit Networks, terminal applications, settlement, and reporting activities.
- 31.2. Merchant will comply with all Applicable Laws and with all by-laws, regulations, rules, and operating guidelines of the Debit Networks (“**Network Rules**”). Merchant will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for Merchant in each Debit Network. Merchant agrees to utilize the debit card Services in accordance with the Card Services Agreement, its exhibits or attachments, and Global Direct's

instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement), and to provide Global Direct with the necessary data in the proper format to enable Global Direct to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to Merchant upon request.

31.3. Merchant shall not in any way indicate that Debit Sponsor endorses Merchant's activities, products, or services. Debit Sponsor and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this section shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and Merchant.

31.4. In the event that Debit Sponsor's sponsorship of Merchant in any Network is terminated prior to the termination of the Card Services Agreement, Global Direct may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this section necessary to enforce the rights and obligations of the parties contained in this section shall survive the termination of Debit Sponsor's debit sponsorship of Merchant under the Card Services Agreement. Debit Sponsor may assign this Agreement to any parent, subsidiary, affiliate, or successor-in-interest.

32. **MERCHANT ACCEPTANCE OF EBT TRANSACTIONS: ADDITIONAL TERMS AND CONDITIONS.** If Merchant accepts EBT transactions (as defined in section 2, Services Descriptions), Merchant agrees to issue Benefits to Recipients in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Global Direct, as amended from time-to-time (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement); and pursuant to the Quest Operating Rules (the "**Quest Rules**"), as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an FNS-authorized "**Merchant**" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Card Services Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Global Direct harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global Direct may terminate or modify the provision of Services to Merchant if any of Global Direct's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Global Direct due to some action or inaction on the part of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or its EBT Service Provider to address such conflict upon 90 days written notice to Merchant, provided that Merchant may, upon written notice, terminate the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "**State**" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.

33. **DECLINE MINIMIZER SERVICES.** In the event that Merchant elects to use Global Direct's Decline Minimizer Service (as defined herein below), the following terms apply. Merchant represents and warrants that its business is of such a nature that it periodically needs to receive updated cardholder account information and that Merchant does not belong to any high-risk categories as determined by any Card Schemes. In consideration of Merchant's payment of any fees and charges set forth herein, Global Direct agrees to provide to Merchant certain Card decline minimizer services facilitated by applicable card associations, which services are designed to assist merchants in recurring payment industries with maintenance of current cardholder account data (such services, the "**Decline Minimizer Services**"). The Decline Minimizer Services are subject to availability as determined by the card associations. Merchant acknowledges that a card association may terminate or suspend Global Direct's ability or right to provide the Decline Minimizer Services, and Global Direct may terminate its obligations with respect to the Decline Minimizer Service at any time upon notice to Merchant. The Decline Minimizer Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Agreement.

34. **CALLPOP OPENEDGE SERVICES.**

34.1. Global Direct offers hardware and services, which may include but are not limited to, phone/fax to VOIP smart box converter, phone analytics, two-way calling, call notes and call history, quick text for incoming and missed calls, reviews via text, text to pay, smart caller ID, reporting portal(s), and mobile application(s) among other things (collectively, the "**CallPop OpenEdge Services**") for Merchant's sole use with its internal business operations.

34.2. In the event that Merchant elects to use Global Direct's CallPop OpenEdge Services (as defined above), the following terms apply. In consideration of Merchant's payment of the fees and charges set forth in the Merchant Application with respect to Global Direct's

CallPop OpenEdge Services, and subject to the terms and conditions herein, Global Direct agrees to provide Merchant certain CallPop Services and hereby grants Merchant a limited, non-exclusive, non-sublicensable, non-transferable license in the United States of America to access and use the CallPop Open Edge Services (as defined above) solely for Merchant's internal business operations. Merchant shall not and shall not permit or authorize any other party to (a) decompile, disassemble, reverse engineer, or otherwise attempt to discern the source code of the CallPop OpenEdge Services; or (b) copy, modify, enhance, or otherwise create derivative works of the CallPop OpenEdge Services. Either party may terminate or suspend the CallPop OpenEdge Services without terminating the rest of the Agreement pursuant to the termination and/or suspension rights specified in the Agreement. Notwithstanding the foregoing, Global Direct may terminate its obligations with respect to the CallPop OpenEdge Services at any time upon notice to Merchant. The CallPop OpenEdge Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Agreement.

34.3. *Notwithstanding anything to the contrary herein, excepts as expressly provided herein, Global Direct makes no representation or warranty, express or implied with respect to the CallPop OpenEdge Services, including without limitation, any hardware provided in connection therewith. Global Direct specifically disclaims all warranties as to the merchantability, condition, design, or compliance with specifications or standards, and expressly disclaims all implied warranties, including without limitation implied warranties of merchantability, fitness for a particular use, or noninfringement of third party rights, with respect to the CallPop OpenEdge Services. Global Direct does not warrant that the CallPop OpenEdge Services will operate without interruption or on an error-free basis. Global Direct shall have not liability to Merchant for incidental, special, consequential, indirect or exemplary damages, including without limitation lost profits, revenues and business opportunities, or damages for injury to person or property, arising out of or in connection with the use by Merchant of the CallPop OpenEdge Services.*

35. **DISCOVER PROGRAM MARKS.** Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("**Discover Program Marks**"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct. Merchant may use the Discover Program Marks only to promote the services covered by the Discover Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

36. **PAYPAL MARKS.** PayPal Marks means the brands, emblems, trademarks, and/or logos that identify PayPal Acceptance. Merchant shall not use the PayPal Marks other than to display decals, signage, advertising, and other forms depicting the PayPal Marks that are provided to Merchant by Global Direct pursuant to the Merchant Program or otherwise approved in advance in writing by Acquirer. Merchant may use the PayPal Marks only to promote the services covered by the PayPal Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the PayPal Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks. Merchant shall not assign to any third party any of the rights to use the PayPal Marks. Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

37. **AMERICAN EXPRESS CARD ACCEPTANCE.**

37.1. If Merchant accepts American Express transactions, Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Card Services Agreement. In addition, Merchant agrees to comply with the terms of all other security and operational guides published by American Express from time to time, including the American Express Data Security Requirements. Merchant hereby authorizes Global Direct to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Card Services Agreement. For the avoidance of doubt, "**cardholder**" as used in this Card Services Agreement shall include Card Members as defined in the American Express Guide.

37.2. Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this section 37 shall have the same definition as "**Transaction Data**" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Card Services Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent

may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Global Direct customer service as described in this Card Services Agreement. For purposes of this section 37, "**Merchant Data**" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

- 37.3. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "**High Charge Volume Merchant**" for purposes of this section 37 means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.
- 37.4. Merchant shall not assign to any third party any American Express-related payments due to it under this Card Services Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to Global Direct, its affiliated entities and/or any other cash advance funding source that partners with Global Direct or its affiliated entities, without consent of American Express.
- 37.5. In connection with Merchants acceptance of American Express, Merchant agrees to comply with and be bound by, the rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard). Merchant hereby agrees to report all actual or suspected Data Incidents (as such term is defined in the American Express Data Security Requirements) immediately to Global Direct and American Express immediately upon discovery thereof.
- 37.6. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce the Card Services Agreement against Merchant to the extent applicable to American Express processing. Merchant's termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact Global Direct customer service as described in this Card Services Agreement.
- 37.7. Without limiting any other rights provided herein, Global Direct shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

38. ELECTRONIC SIGNATURES.

- 38.1. Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Card Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) your electronic signature is associated with the Card Services Agreement and related documents, (2) you consent and intend to be bound by the Card Services Agreement and related documents, and (3) the Card Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Card Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.
- 38.2. By pressing Submit, you agree (i) that the Card Services Agreement and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this Card Services Agreement and related documents, (iii) that you have the ability to print or otherwise store the Card Services Agreement and related documents, and (iv) to authorize us to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.

39. SURCHARGES/OTHER FEES.

- 39.1. Merchant pricing appears in the Card Services Fee Schedule of the Merchant Application. Merchant may also be charged certain fees and assessments established by the card associations and debit networks, which may be passed through to Merchant. T&E merchants (airline, car rental, cruise line, fast food, lodging, restaurant, travel agent, transportation) may have separate rates quoted for consumer and commercial (business) transactions. Transactions that do not clear as priced are subject to surcharges

(as outlined in Merchant Application) that are billed back to you on your monthly statement. The most predominant market sectors and transactions types for surcharges appear below, however, such sectors and transaction types are not comprehensive and are subject to change. Most surcharges can be avoided by using a product that supports authorization and market data requirements established by the card associations and that are subject to change from time to time. Some surcharges occur on specific types of cards (including without limitation Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and "foreign" cards issued outside the United States). Unless your Card Services Fee Schedule specifically addresses commercial cards (i.e., Business Cards, Corporate Cards, Fleet Cards, GSA Cards, Purchase Cards), you will be billed back for the higher cost of acceptance of commercial cards, unless you are primarily a business-to-business supplier with corresponding pricing based on acceptance of commercial cards. The card associations require that information from the original authorization, including a lifecycle identifier, be retained and returned with subsequent authorizations and/or the settled transaction data. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website (www.globalpaymentsinc.com) for best practices information and to license Global Access @dventure (GA@) or Business View for transaction detail review.

- 39.2. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website (www.globalpaymentsinc.com) for best practices information and to license Global Access @dventure (GA@) or Business View for transaction detail review. The items listed in this section 39 are not and are not intended to be a comprehensive list of all instances in which surcharges may apply. Surcharges may apply in additional situations. All surcharges may include additional fees assessed by the applicable card association and Member or Global Direct.
- 39.3. In addition, Merchant may be assessed additional fees which will be in addition to the fees stated on the Merchant Application, including the following:
- 39.4. Merchant will also be assessed (a) Cross-Border fees and a U.S. Acquirer Support fee for international Mastercard and Maestro transactions. (b) an International Service Assessment fee and International Acquirer fee for international Visa transactions, and (c) an International Processing fee and International Service fee for international Discover transactions. These fees, which are applicable to transactions between Merchant and a non-U.S. Mastercard, Maestro, Visa, American Express, or Discover cardholder will be displayed as a separate item on Merchant's monthly statement and may include fees assessed by both the applicable card association and Member or Global Direct.
- 39.5. Merchant will also be assessed per transaction access or participation fees and assessment rates for Visa, Mastercard, American Express, Discover and PayPal transactions, which will be displayed as a separate item on Merchant's monthly statement and may include fees by both the applicable card association and Member or Global Direct. Merchant will also be assessed a Discover Network Authorization Fee.
- 39.6. Merchant may also be assessed a PCI DSS Compliance fee, which will appear as a separate item on Merchant's monthly statement. This fee is assessed by Member and Global Direct in connection with Member and Global Direct's efforts to comply with the PCI Data Security Standard and does not ensure Merchant's compliance with the PCI Data Security Standard or any law, rule or regulation related to cardholder data security. The payment of such fee shall not relieve Merchant of its responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI Data Security Standard. Merchant may also be assessed a PCI DSS Non-Compliance fee until they validate compliance or confirm they are using a PA DSS Validated payment application.
- 39.7. Merchant will also be assessed the following fees on or related to Visa transactions: the Visa Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch, the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that were not authorized, the Visa Zero Dollar Verification fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization, the Visa Transaction Integrity fee, which will be assessed on Visa signature debit and prepaid transactions that fail to meet processing and transaction standards defined by Visa, and a monthly fee based on the number of card present Merchant locations by Merchant taxpayer identification number and/or all Visa volume processed by a Merchant's taxpayer identification number. Merchant will also be assessed a Mastercard CVC2 Transaction fee and the Mastercard Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch or not properly reversed within 120 days, and an acceptance and licensing fee that will be applied to the Merchant's total U.S. Mastercard sales volume. These fees will be displayed as separate items on Merchant's monthly statement, provided that the acceptance and licensing fee may be included with Merchant's Mastercard assessment fees, and may include fees assessed by both the applicable card association and Member or Global Direct.

SURCHARGES FOR PREDOMINANT MARKET SECTORS Retail/Restaurant Electronic Merchant

If you are a Retail Merchant or a Restaurant Merchant with retail-only pricing (no Business Card Rate) and utilize a certified terminal product or electronic system or the payment application provided by Global Direct or its partner, which is designed for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation retail commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and all Commercial Cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for No Signature Required [NSR] program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions unless a Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or, Bar/Tavern (MCC 5513), Beauty/Barber Shop (MCC 7230), or Taxi/Limousines (MCC 4121).
- The electronic authorization amount must be equal to the transaction amount on Discover retail transactions except that Taxi Limousines (MCC 4121) and Beauty/Barber Shop (MCC 7230) merchant transactions may vary up to 20%. Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or Bar/Tavern (MCC 5513) transactions may vary by more than 20% from the electronic authorization without incurring surcharges.

Restaurant Electronic Merchant

If you are a Restaurant Merchant MCC 5812 or Fast Food Merchant MCC 5814 and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system. **Supermarket Electronic Merchant**

If you are an approved (certified) supermarket merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Supermarket Credit Card and Supermarket Check Card. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Emerging Market Electronic Merchant

If you qualify as an Emerging Market Merchant (as defined by Association guidelines from time to time) and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all the following requirements will be priced at the rates quoted. Any other transaction, including commercial card transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and non-magnetic stripe read foreign transactions will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. In addition, each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization.
- Settle and transmit batches same day via your terminal/electronic system.
- Provide market data as required. See Note.

NOTE: If card is not present and a magnetic stripe read does not occur, then Merchant may be required to comply with "Direct Marketer" market data requirements including AVS request on cardholder billing address at time of authorization. If card is present and cardholder signature is obtained, however the magnetic stripe is damaged, then Merchant may be required to obtain AVS match on cardholder billing address zip code.

MOTO Electronic Merchant

If you are a MOTO Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate quoted. Any other transaction, including all foreign transactions and commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settle amount).
- Address Verification Request in authorization on cardholder billing address. For Discover transactions, Merchant must obtain full address verification request on street number and/or 9-digit postal code.
- CID verification for Discover merchants on non-recurring transactions.
- Purchase date (settled date) is ship date.
- Send order number with each transaction.
- Settle and transmit batches same day via your terminal/electronic system.
- Send level 3 data (line item detail, sales tax, customer code) with every eligible commercial card transaction.

NOTE: Card Not Present transactions involving one-time, recurring, or installment bill payment transactions are subject to additional card association requirements which must be complied with to avoid surcharges. Electronic commerce transaction requirements are also subject to additional card association requirements which must be complied with to avoid surcharges. Please refer to Card Acceptance Guide for additional requirements.

NOTE: Transactions which utilize our TouchTone Capture system for authorizations and settlement, settle beyond 48 hours, or are not transmitted via the TouchTone Capture system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

Public Sector Electronic Merchant

If you are an approved (certified) public sector merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Public Sector. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Purchase Card Electronic Merchant

If you are a Purchase Card Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets the following requirements will be priced at the rate quoted. Each Visa transaction not processed as outlined but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Each Visa business and commercial card transaction will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Any other transaction that does not meet the following requirements, including without limitation foreign transactions, tax-exempt Visa Commercial transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settled amount).
- Address Verification Request in authorization on cardholder billing address.
- Purchase date (settled date) is ship date.
- Send order number (customer code) with each transaction.
- Send tax amount with every transaction.
- Send Level 3 data (line item detail) with every eligible commercial card transaction. Sales tax exempt transactions will not be considered to meet these requirements unless they include Level 3 data (line item detail).
- Settle and transmit batches same day via your terminal/electronic system.

Lodging/Auto Rental Electronic Merchant

If you are a Lodging or Auto Rental Merchant utilizing a terminal or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation non-magnetic stripe read foreign transactions, and transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee

Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic swipe read (card swipe/electronic imprint) at the time of check-in.
- Obtain additional electronic authorizations or send partial reversals to bring total authorized amount within 15% of settled amount. Authorizations must meet card association requirements.
- Obtain a cardholder signature for final transaction amount.
- Purchase Date is hotel check-out date/auto return date.
- Length of guest stay/rental in initial authorization.
- Hotel Folio/Rental Agreement Number and check-in date/check-out date transmitted with each transaction.
- Additional market data may be required for commercial card transactions to avoid surcharges. Lodging merchants who (1) accept credit cards for advance payment; (2) guarantee reservations using a credit card; or (3) provide express check-out services to guests, must comply with additional card association requirements for these services in addition to additional authorization and settlement market data requirements. Lodging merchants who subject charges to final audit and bill for ancillary/additional charges must comply with additional bank card association requirements for these services in addition to additional authorization and settlement market data requirements to avoid surcharges. These transactions may also be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Please see Card Acceptance Guide for requirements and best practices for these transactions. **Paper Deposit Merchant** Non-terminal/electronic paper deposit transactions will be priced at the rate quoted in the Card Services Fee Schedule of the Merchant Application.

Debit Card Merchant

Each debit card transaction will be assessed the network's acquirer fee in addition to the debit card per item fee quoted in the Card Services Fee Schedule of the Merchant Application.

Card Present / Mag Stripe Failure:

A magnetic stripe read is also referred to as an electronic imprint. If the magnetic stripe is damaged, then other validation means may be required to protect against counterfeit cards and merchant must obtain a manual imprint. Most products, including the payment application, if any, will prompt for cardholder billing zip code and perform an AVS check for a zip code match. CID verification is recommended for Discover key-entered transactions. Key-entered retail transactions are subject to higher interchange and surcharges.

The foregoing information regarding surcharging is not comprehensive and is subject to change by the card association. Additional or different rates or fees may apply based on the details of a subject transaction.

All questions regarding Card Services should be referred to Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA. 30326, or call: 1-800-367-2638. Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Contact information for Member is listed in the Merchant Application.

Global Payments Direct Inc. is a registered ISO of Wells Fargo Bank, N.A.

Debit sponsorship is provided by PB&T Bank, 301 West 5th Street, Pueblo, Colorado 81003 – 1(888)728-3550

Additional Owner/Officer Information Page for Merchant Processing Agreement (If Needed)

Note: Complete Owner / Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. Spaces 1 - 4 must be completed directly on the Merchant Processing Agreement; all additional owner/officer information may be provided on the Additional Owner/Officer Page as needed.

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization.

Your Card Services Agreement is between Global Payments Direct, Inc. ("Global Direct"), the Merchant named above, and the Member named below ("Member"). Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"). A copy of the Card Services Terms and Conditions, revision number Government Entities 04-23-GPI-WF, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition, by your signature below on behalf of Merchant you authorize Global Direct and/or Open Edge Payments, LLC. to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

Additional Owners -Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.

Owner/Officer Name:	Citizenship: <input type="checkbox"/> U.S. <input type="checkbox"/> Non-U.S	Date of Birth (mm/dd/yyyy):	Social Security Number:	Home Phone Number:
Home Address:	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
Former Address (If less than 1 year at current address):	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
SIGNATURE: X	Equity Owned: %	Title:		Date:
Owner/Officer Name:	Citizenship: <input type="checkbox"/> U.S. <input type="checkbox"/> Non-U.S	Date of Birth (mm/dd/yyyy):	Social Security Number:	Home Phone Number:
Home Address:	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
Former Address (If less than 1 year at current address):	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
SIGNATURE: X	Equity Owned: %	Title:		Date:
Owner/Officer Name:	Citizenship: <input type="checkbox"/> U.S. <input type="checkbox"/> Non-U.S	Date of Birth (mm/dd/yyyy):	Social Security Number:	Home Phone Number:
Home Address:	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
Former Address (If less than 1 year at current address):	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
SIGNATURE: X	Equity Owned: %	Title:		Date:
Owner/Officer Name:	Citizenship: <input type="checkbox"/> U.S. <input type="checkbox"/> Non-U.S	Date of Birth (mm/dd/yyyy):	Social Security Number:	Home Phone Number:
Home Address:	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
Former Address (If less than 1 year at current address):	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
SIGNATURE: X	Equity Owned: %	Title:		Date:
Owner/Officer Name:	Citizenship: <input type="checkbox"/> U.S. <input type="checkbox"/> Non-U.S	Date of Birth (mm/dd/yyyy):	Social Security Number:	Home Phone Number:
Home Address:	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
Former Address (If less than 1 year at current address):	City:	State:	Zip:	Years There: <input type="checkbox"/> Rent <input type="checkbox"/> Own
SIGNATURE: X	Equity Owned: %	Title:		Date:



Open Edge Integration to Tyler Incode - Sole Source Letter

To Whom It May Concern:

This letter is to confirm that OpenEdge, owns all rights, title and license in and to, the OpenEdge payment processing solution and related services (collectively, the "OpenEdge Solution"). OpenEdge is the only authorized developer and licensor of the OpenEdge Solution and, except as set forth in agreements with its marketing partners, is the only entity authorized to implement, promote and maintain the OpenEdge Solution.

Open Edge is a Tyler Technologies, Inc. ("Tyler") Preferred Partner. Tyler is an authorized marketing partner of OpenEdge. The OpenEdge Solution is an integrated payment processing solution that directly integrates with mutually agreed upon Tyler software products, including those applications that have been identified to you as "Incode."

Open Edge is the only solution provider for Tyler products that offers an integrated system for: automated bank reconciliation, direct refunds to credit card accounts, one-step voided payments.

Tyler is contractually authorized to include the OpenEdge Solution, including the terms and conditions applicable to that Solution, in Tyler-client contracts, or amendments thereto.

OpenEdge is currently the only solution that can meet Tyler's comprehensive requirements for a fully integrated, highly secure, credit card processing system.

Tyler Technologies, Inc.

By: 

Name: Shane Shepherd

Title: Director

Date: 01/23/2019

CITY COUNCIL MEMORANDUM

City Council Meeting: November 19, 2024
Department: Planning & Community Development
Subject: Ordinance 24-S-160 - Approve a request for a Specific Use Permit to allow a Manufactured / Mobile Home on approximately 2 acres of land, known as 6759 Pfeil Rd, also known as Bexar County Property Identification Number 1296079, City of Schertz, Bexar County, Texas.
Final Reading (B.James/L.Wood/D.Marquez)

BACKGROUND

The applicant is requesting a Specific Use Permit to allow a Manufactured/ Mobile Home on approximately 2 acres of land zoned Single-Family Residential/ Agricultural District (R-A), known as 6759 Pfeil Road. The subject property is currently undeveloped and is part of the East Central Village Unit 1B Subdivision. As per UDC Section 21.5.8, a Specific Use Permit is required for the placement of a Manufactured Home/ Mobile Home in Single-Family Residential/ Agricultural District (R-A).

On September 17, 2024, ten (10) public hearing notices were mailed to the surrounding property owners within a 200-foot boundary of the subject property. At the time of the Staff Report, (0) responses in favor, (1) one response was neutral, and (1) one response in opposition were received. A public hearing notice was published in the "San Antonio Express" on October 23, 2024. A sign was posted at the subject property by the applicant. The Planning and Zoning Commission held a public hearing for the subject item on October 2, 2024.

GOAL

The applicant is requesting a Specific Use Permit to place a Manufactured/ Mobile Home on approximately 2 acres of land zoned Single-Family Residential/ Agricultural District (R-A).

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 considering 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 of the adopted Comprehensive Land Plan, or any other applicable adopted plans.

The subject property is designated as Rural Living in the Future Land Use Map of the Comprehensive Plan. Rural Living is described as sparse development, natural landscapes, and agricultural activity, that emphasizes compatibility with JBSA. The proposed Specific Use Permit meets the intent of the Rural Living Land Use Designation as it is proposing the placement of a Manufactured Home on approximately 2 acres that is already platted and is intended to be their residence. The applicant has received an affirmative recommendation from JBSA for the proposed use, which is also consistent

with the intent of the Rural Living Land Use Designation.

2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;

The purpose and intent of the Single-Family Residential/ Agricultural District (R-A) is to provide for areas in which agricultural land may be held in such use for as long as practical and reasonable, where development may be premature due to lack of utilities, capacity or service, and for areas that are unsuitable for development because of physical constraints as per UDC Section 21.5.5. The proposed use is consistent with the zoning district and the uses allowed within Single-Family Residential/ Agricultural District (R-A). Due to the location of the subject property within the APZ II, the Specific Use Permit was reviewed by JBSA. The Specific Use Permit received an affirmative recommendation from JBSA.

3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods.

In the surrounding areas, there is sparse residential development along Pfeil Road. The applicant is proposing to use the subject property for the same use as the surrounding properties. The only difference is that the subject property is proposing the placement of a Manufactured Home, which requires a Specific Use Permit for placement within Single-Family Residential / Agricultural District (R-A).

4. The proposed use will not adversely affect the overall health, safety or general welfare of the City;

As part of promoting health, safety and welfare, the City should encourage development compatible with surrounding uses utilizing standards and transitional uses to alleviate negative impacts. The existing Single-Family Residential/ Agricultural District (R-A) zoning of the general area and existing land uses of rural residences are compatible with the proposed manufactured home. Additionally, since the property is located within the Accident Potential Zone II (APZ II), they were required to receive an affirmative recommendation of the proposed use from JBSA as per UDC Section 21.5.9.

The City of Schertz Fire, EMS, and Police Departments have been notified of the Specific Use Permit request to place a Manufactured Home at the subject property and have not provided objections to the request.

5. Whether other factors are deemed relevant and important in the consideration of the Specific Use Permit.

At this time, the Planning and Zoning Commission and City Council have not provided additional criteria for consideration of the Specific Use Permit.

RECOMMENDATION

Staff Recommendation

Staff recommends approval of Ordinance 24-S-160 due to the proposed use being consistent with the policies of the Comprehensive Plan and being compatible with the surrounding area with the subject conditions:

1. A building permit is approved within two (2) years after the approval of the Specific Use Permit.

Planning and Zoning Commission

The Planning and Zoning Commission held a public hearing for the item on October 2, 2024, and made a recommendation of approval to City Council with a unanimous vote.

City Council

The City of Schertz City Council met on November 12, 2024, and voted to approve Ordinance 24-S-160 with a 5-0 vote.

Attachments

Ordinance 24-S-160 With Attachments

Aerial Exhibit

Notification Map

Public Hearing Responses

JBSA- Randolph Letter

City Council Presentation Slides

ORDINANCE NO. 24-S-160

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO APPROVE A SPECIFIC USE PERMIT TO ALLOW FOR THE PLACEMENT OF A MANUFACTURED/ MOBILE HOME ON APPROXIMATELY 2 ACRES OF LAND, KNOWN AS 6759 PFEIL ROAD, SCHERTZ, BEXAR COUNTY, TEXAS, ALSO KNOWN AS BEXAR COUNTY PROPERTY IDENTIFICATION NUMBER 1296079.

WHEREAS, an application for a Specific Use Permit to allow the placement of a Manufactured/ Mobile Home on approximately 2 acres of land, known as 6759 Pfeil Road, also known as Bexar County Property ID 1296079, more specifically described in the Exhibit A 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 October 2, 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 Sales; and

WHEREAS, on November 12, 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 Bexar County Property ID 1296079, more particularly described in the attached Exhibit A, is hereby approved to allow the placement of a Manufactured/ Mobile Home on the subject property with the following conditions:

1. A building permit is approved within two (2) years after the approval of the SUP.

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

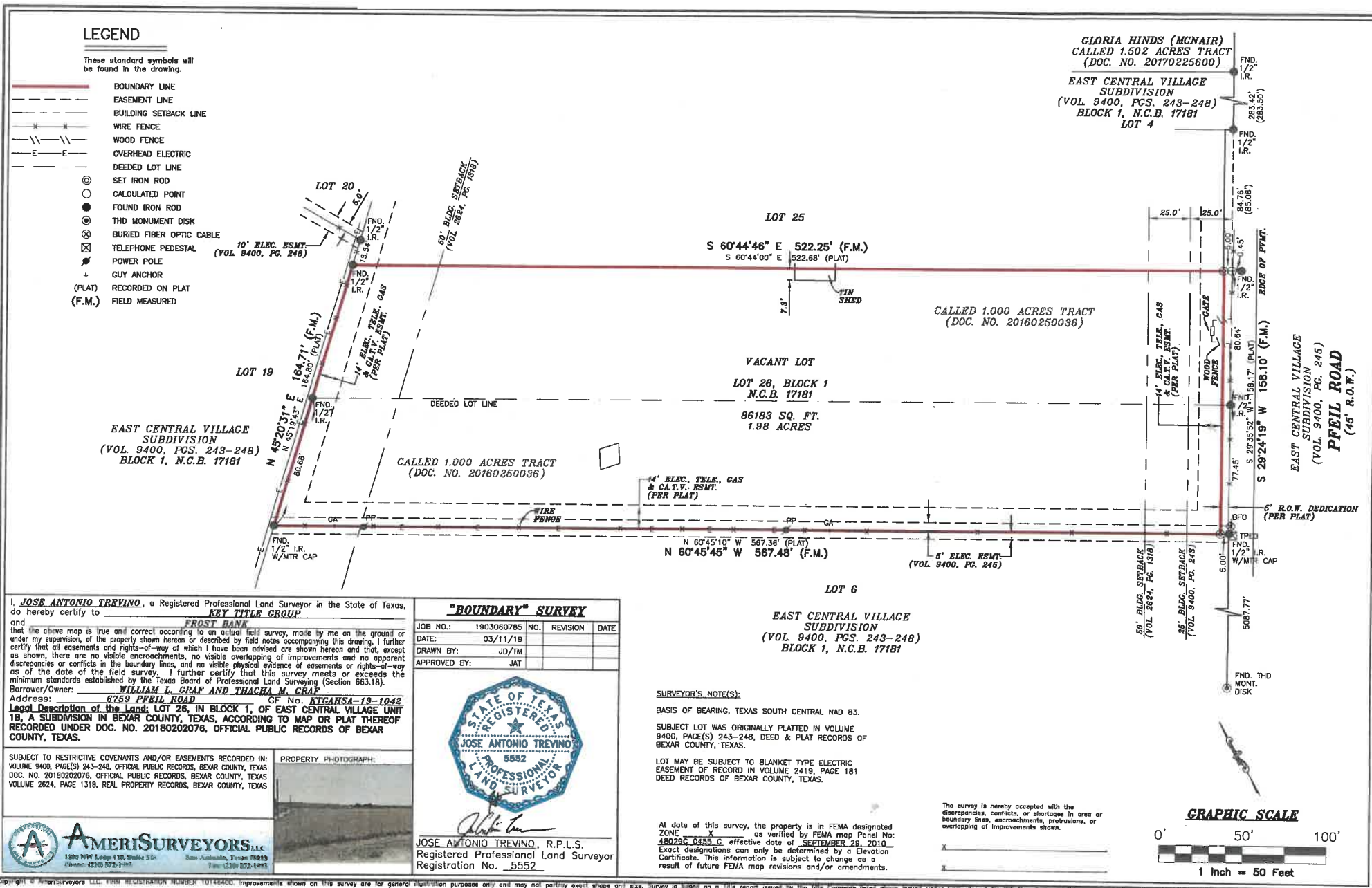
ATTEST:

Sheila Edmondson, City Secretary

(city seal)

Exhibit "A"
Property Depiction: Metes and Bounds

Exhibit "A" Property Depiction: Metes and Bounds



LEGEND

These standard symbols will be found in the drawing.

- BOUNDARY LINE
- - - EASEMENT LINE
- - - BUILDING SETBACK LINE
- WIRE FENCE
- ||| WOOD FENCE
- - - OVERHEAD ELECTRIC
- - - DEEDED LOT LINE
- ⊙ SET IRON ROD
- CALCULATED POINT
- FOUND IRON ROD
- ⊗ THD MONUMENT DISK
- ⊗ BURIED FIBER OPTIC CABLE
- ⊗ TELEPHONE PEDESTAL
- ⊗ POWER POLE
- ⊗ GUY ANCHOR
- (PLAT) RECORDED ON PLAT
- (F.M.) FIELD MEASURED

I, **JOSE ANTONIO TREVINO**, a Registered Professional Land Surveyor in the State of Texas, do hereby certify to **KEY TITLE GROUP** and **FROST BANK** that the above map is true and correct according to an actual field survey, made by me on the ground or under my supervision, of the property shown hereon or described by field notes accompanying this drawing. I further certify that all easements and rights-of-way of which I have been advised are shown hereon and that, except as shown, there are no visible encroachments, no visible overlapping of improvements and no apparent discrepancies or conflicts in the boundary lines, and no visible physical evidence of easements or rights-of-way as of the date of the field survey. I further certify that this survey meets or exceeds the minimum standards established by the Texas Board of Professional Land Surveying (Section 663.18).

Borrower/Owner: **WILLIAM L. GRAF AND THACHA M. GRAF**
 Address: **8759 PFEIL ROAD** OF No. **KTCARSA-19-1042**
Legal Description of the Land: LOT 26, IN BLOCK 1, OF EAST CENTRAL VILLAGE UNIT 1B, A SUBDIVISION IN BEXAR COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED UNDER DOC. NO. 20180202076, OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.

SUBJECT TO RESTRICTIVE COVENANTS AND/OR EASEMENTS RECORDED IN: VOLUME 9400, PAGE(S) 243-248, OFFICIAL PUBLIC RECORDS, BEXAR COUNTY, TEXAS DOC. NO. 20180202076, OFFICIAL PUBLIC RECORDS, BEXAR COUNTY, TEXAS VOLUME 2624, PAGE 1318, REAL PROPERTY RECORDS, BEXAR COUNTY, TEXAS

"BOUNDARY" SURVEY

JOB NO.:	NO.	REVISION	DATE
1903060785			
DATE:	03/11/19		
DRAWN BY:	JD/TM		
APPROVED BY:	JAT		



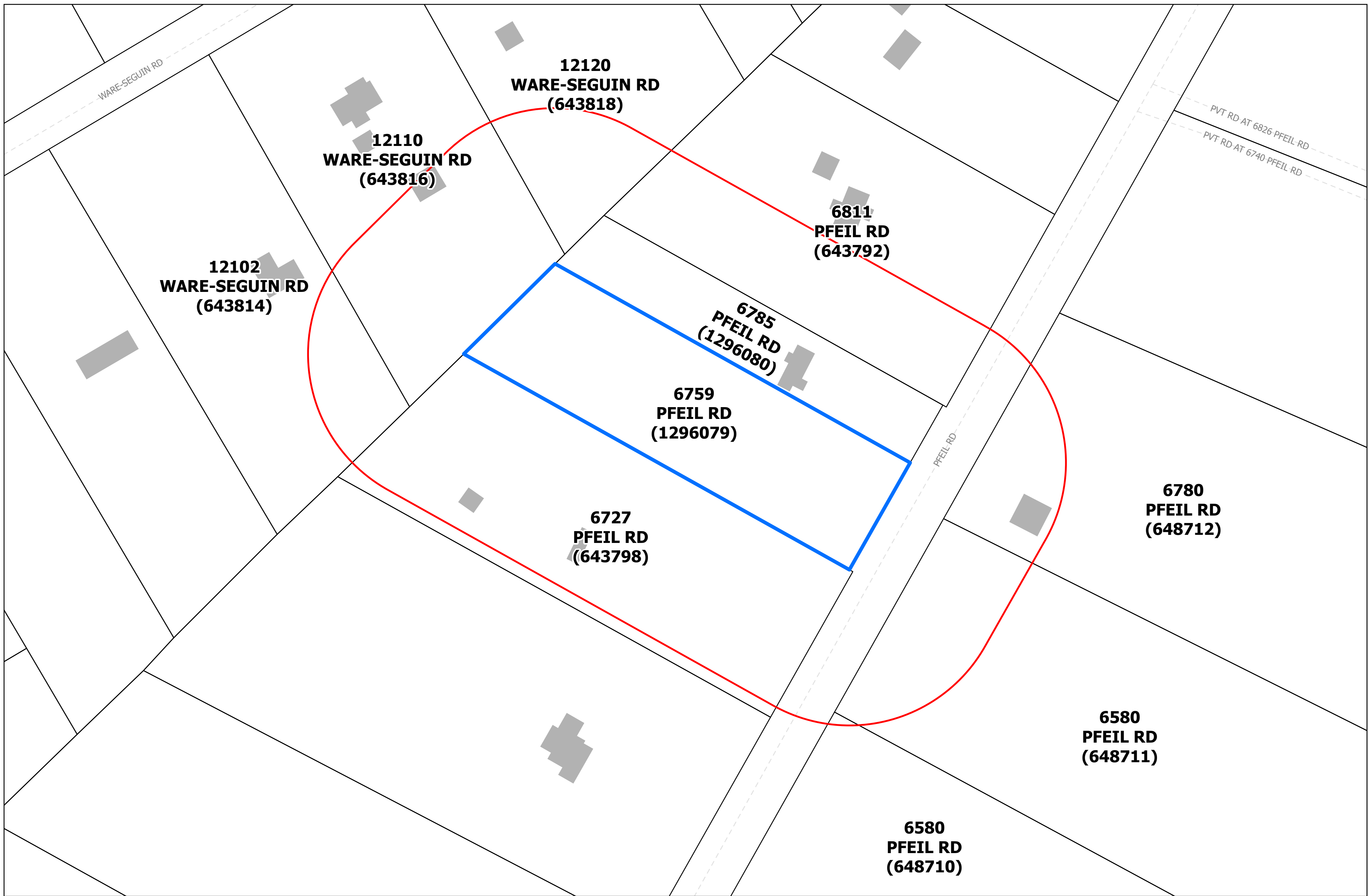
Jose Antonio Trevino
JOSE ANTONIO TREVINO, R.P.L.S.
 Registered Professional Land Surveyor
 Registration No. **5552**

SURVEYOR'S NOTE(S):
 BASIS OF BEARING, TEXAS SOUTH CENTRAL NAD 83.
 SUBJECT LOT WAS ORIGINALLY PLATTED IN VOLUME 9400, PAGE(S) 243-248, DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS.
 LOT MAY BE SUBJECT TO BLANKET TYPE ELECTRIC EASEMENT OF RECORD IN VOLUME 2419, PAGE 181 DEED RECORDS OF BEXAR COUNTY, TEXAS.

At date of this survey, the property is in FEMA designated ZONE **X** as verified by FEMA map Panel No. **48028C 0453 G** effective date of **SEPTEMBER 29, 2010**. Exact designations can only be determined by a Elevation Certificate. This information is subject to change as a result of future FEMA map revisions and/or amendments.

The survey is hereby accepted with the discrepancies, conflicts, or shortages in area or boundary lines, encroachments, protrusions, or overlapping of improvements shown.






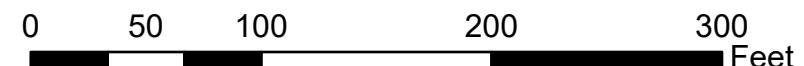
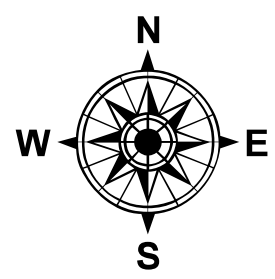


The City of Schertz provides this Geographic Information System product "as is" without any express or implied warranty of any kind including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In no event shall The City of Schertz be liable for any special, indirect, or consequential damages or any damages whatsoever arising out of or in connection with the use of or performance of these materials. Information published in this product could include technical inaccuracies or typographical errors. Periodical changes may be added to the information herein. The City of Schertz may make improvements and/or changes in the product(s) described herein at any time.

City of Schertz

6759 PFEIL RD
(PLSPU20240183)

-  Project Boundary
-  Municipal Boundaries
-  200' Buffer



NOTICE OF PUBLIC HEARING

September 17, 2024

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, October 2nd, 2024 at 6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and act upon the following item:

PLSPU20240183- Hold a public hearing and make a recommendation on a Specific Use Permit to allow a Manufactured / Mobile Home on approximately 2 acres of land, known as 6759 Pfeil Rd, also known as Bexar County Property Identification Number 1296079, City of Schertz, Bexar County, Texas.

Because you own property within 200 feet of the subject property, the Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. If you would like to express how you feel, please complete the bottom portion of this letter and return before the public hearing date by mail or personal delivery to Daisy Marquez, Planner 1400 Schertz Parkway, Bldg. 1, Schertz, Texas 78154, or by e-mail planning@schertz.com. If you have any questions, please feel free to call Daisy Marquez, Planner directly at (210) 619-1782.

Sincerely,

Daisy Marquez, AICP
Planner

Reply Form

I am: in favor of opposed to neutral to the request for **PLSPU20240183**

COMMENTS: ① must be "SINGLE" family Res. ② No business ③ special No storage of anything.

NAME: Charles R Padgett Jr. SIGNATURE Charles R Padgett Jr.
(PLEASE PRINT)

STREET ADDRESS: 12120 Wren Sequin RD

DATE: 9/21/2024

NOTICE OF PUBLIC HEARING

September 17, 2024

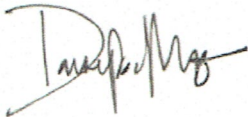
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Sincerely,



Daisy Marquez, AICP
Planner

Reply Form

I am: in favor of opposed to neutral to the request for **PLSPU20240183**

COMMENTS: If we make exceptions then where does it end. At some point the zoning codes become ineffective.

NAME: M Kelvin Broadnax SIGNATURE M Kelvin Broadnax
(PLEASE PRINT)

STREET ADDRESS: 12102 Ware Seguin Rd

DATE: 10/02/2024



**DEPARTMENT OF THE AIR FORCE
502D AIR BASE WING
JOINTBASE SAN ANTONIO**



6 September 2024

MEMORANDUM FOR CITY OF SCHERTZ

FROM: 502 ABW/CMI

JBSA Installation Mission Sustainment
2080 Wilson Way
Fort Sam Houston, TX 78234

SUBJECT: Joint Base San Antonio review of City of Schertz Specific Use Permit Application 6759 Pfeil Road

1. City of Schertz Specific Use Permit Application 6759 Pfeil Road has been reviewed by JBSA-RND organizations. JBSA affirmatively recommends to the City of Schertz that this proposed SUP located within APZ II move forward; however, there are additional comments for consideration in planning and development.
 - a. Recommend referencing City of San Antonio MLOD lighting standards at: https://library.municode.com/tx/san_antonio/codes/unified_development_code?nodeId=ARTII_IZO_DIV4OVDI_S35-339.04MILIOVDI, or most current City of San Antonio MLOD ordinance, related to development within 5-miles of a military installation and compliance with applicable City of Schertz lighting ordinances.
 - b. Subject location is within RND AFB Accident Potential Zone II (APZ II), with no more than 2 single-family dwelling units per acre permitted per SLUCM Code No. 11.11, 2017 RND AFB Air Installations Compatible Use Zones (AICUZ) Study.
 - c. Expect regular, increasing levels of aircraft noise at this location. The subject property lies wholly within the 65-69 Db DNL noise contours zone per the 2017 Randolph AICUZ Study (p 60, fig 6-1). Per Table A-2, Recommended Land Use Compatibility for Noise Zones, of the 2017 AICUZ Study, Residential (SLUCM No. 10) uses are discouraged in DNL 65-69. The absence of viable alternative development options should be determined, and an evaluation should be conducted locally prior to local approvals indicating that a demonstrated community need for the residential use would not be met if development were prohibited in these zones.

Where the community determines that these uses must be allowed, measures to achieve outdoor to indoor Noise Level Reduction (NLR) of at least 25 decibels in DNL 65-69 noise zones should be incorporated into building codes and be considered in individual approvals.

<https://www.jbsa.mil/Portals/102/Documents/Environmental%20PA/FINAL%20Randolph%20AICUZ%20Study.pdf>

- d. To mitigate potential interference with existing JBSA operational systems, please coordinate with 502 CS Spectrum Manager prior to use of any Spectrum dependent systems (i.e.: two-way radio communications, or any type of wireless technologies) during construction. If applicable, coordination requested by facility user prior to installation/use of any Spectrum

dependent commercial or manufacturing equipment.

- e. Any proposed exterior construction plans, construction or alteration projects which include vertical elements (equipment: cranes, towers: communication or water) may require FAA review to verify no hazard to flight navigation prior to issuance of any construction permits.

FAA CFR Title 14 Part 77 Notice Criteria Tool that can be utilized to aid in FAA notification requirements can be found here:

<https://oeaaa.faa.gov/oeaaa/external/gisTools/gisAction.jsp?action=showNoNoticeRequiredToofForm>

Further FAA guidance is also available here:

https://www.faa.gov/documentLibrary/media/Form/FAA_Form_7460-1_042023.pdf

- f. The FAA recommends criteria of land-use practices in their Advisory Circular 150/5200-33C, Hazardous Wildlife Attractants on or Near Airports, which is applicable to properties within five miles of JBSA-Randolph. To reduce the exposure to aircraft-wildlife strikes, please use the link below to access this publication and use the information to help reduce wildlife-attractant features near airports. Unwavering consideration for this aviation safety hazard is vital. https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentnumber/150_5200-33.

2. The items presented above are efforts to enhance the safety of the community and minimize noise impacts due to the proximity of low flying aircraft. Improperly managed development may create unnecessary risk to both the community and flight operations as well as affect the overall capability of the military at this location.

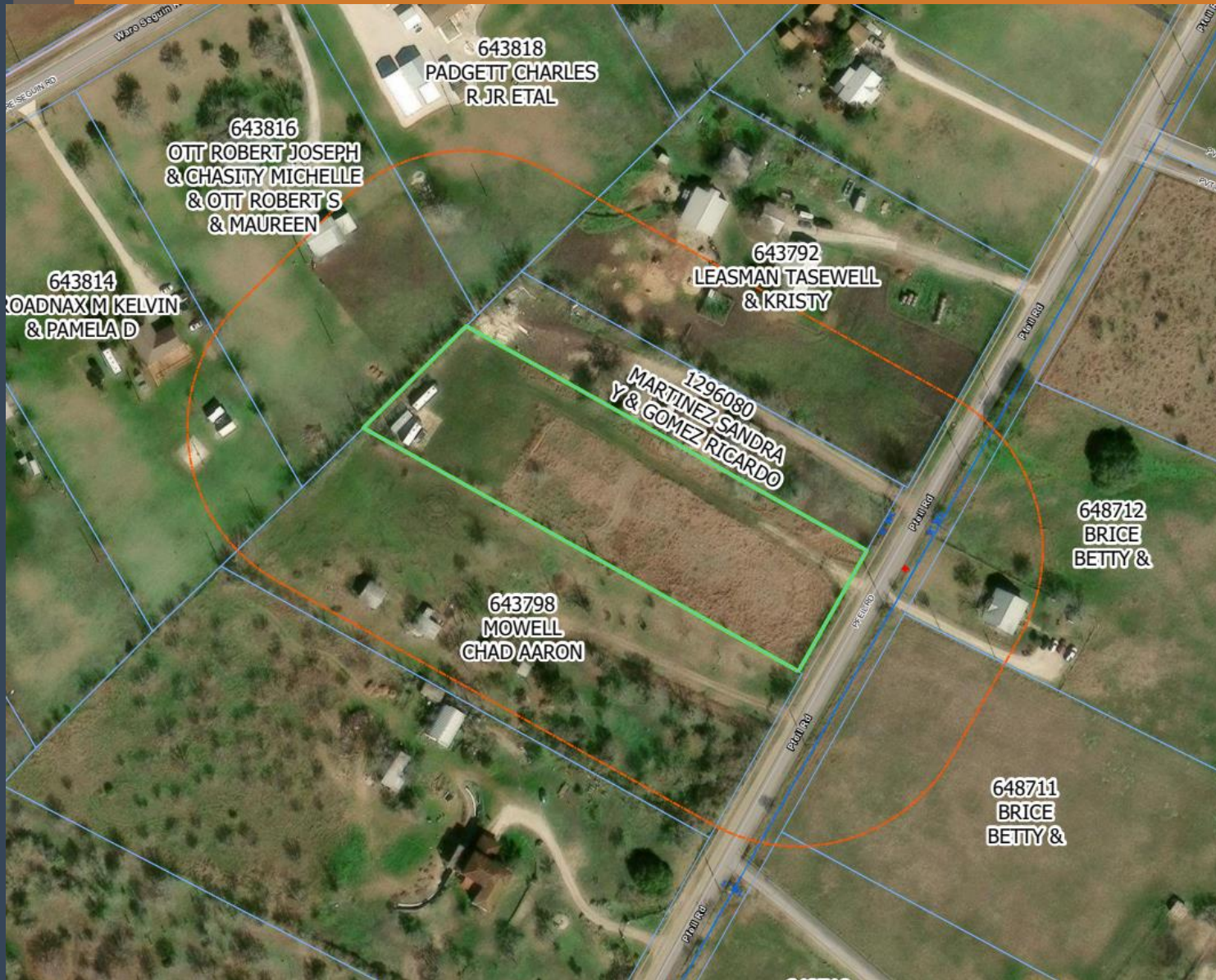
3. Point of contact for this action is Sean R. Greszler, AICP, 502 ABW/CMI. He can be reached at 210-808-7549 or by email at sean.greszler.1@us.af.mil or through the 502d ABW Community Initiatives organization email box at 502ABW.ABW.Community_initiative@us.af.mil.

JOHN H. ANDERSON, GS-14, USAF
Executive Director, Community and
Mission Integration, JBSA & 502 ABW

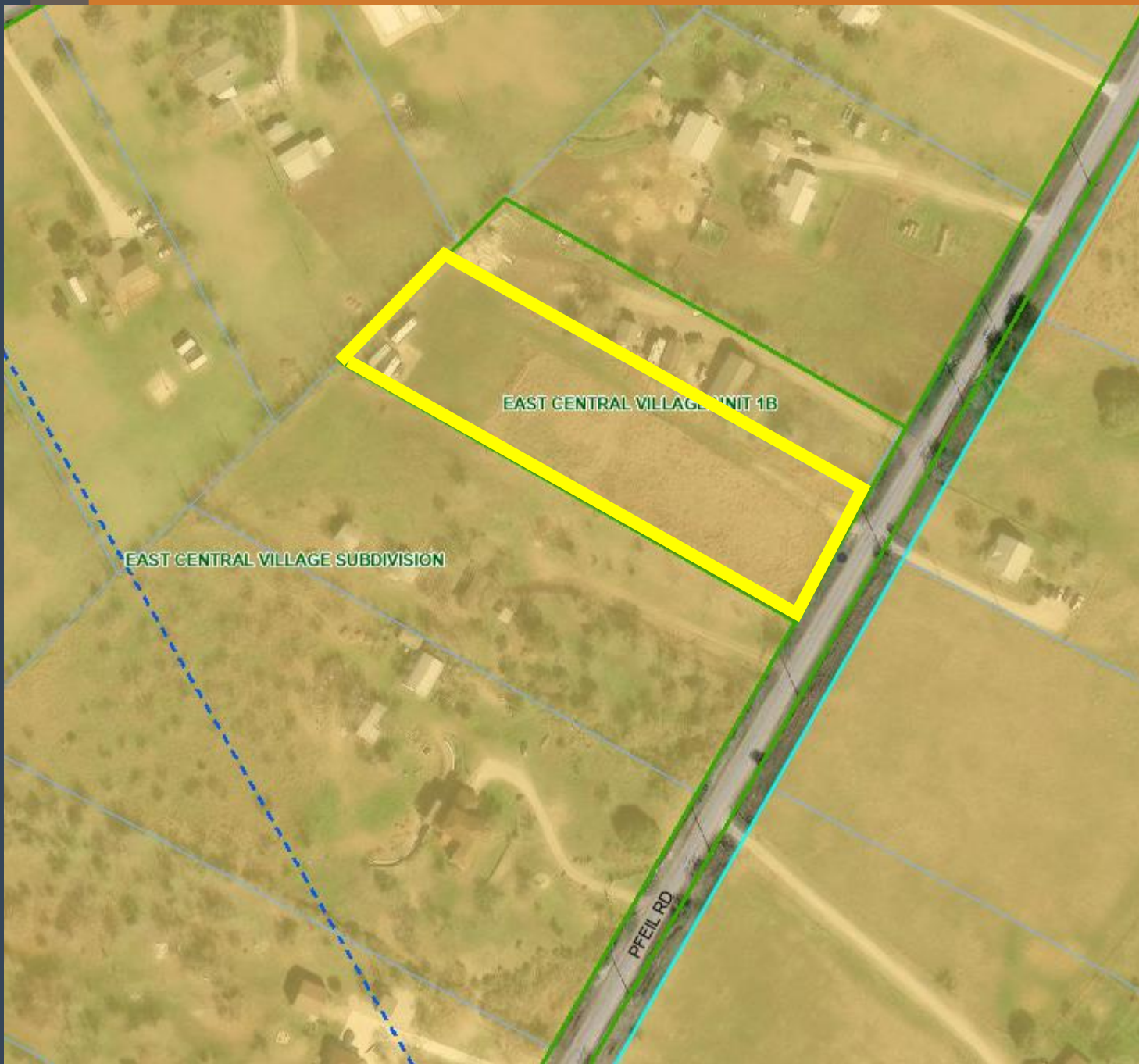
Ordinance 24-S-160

Specific Use Permit for approximately 2 acres of land: 6759 Pfeil Road

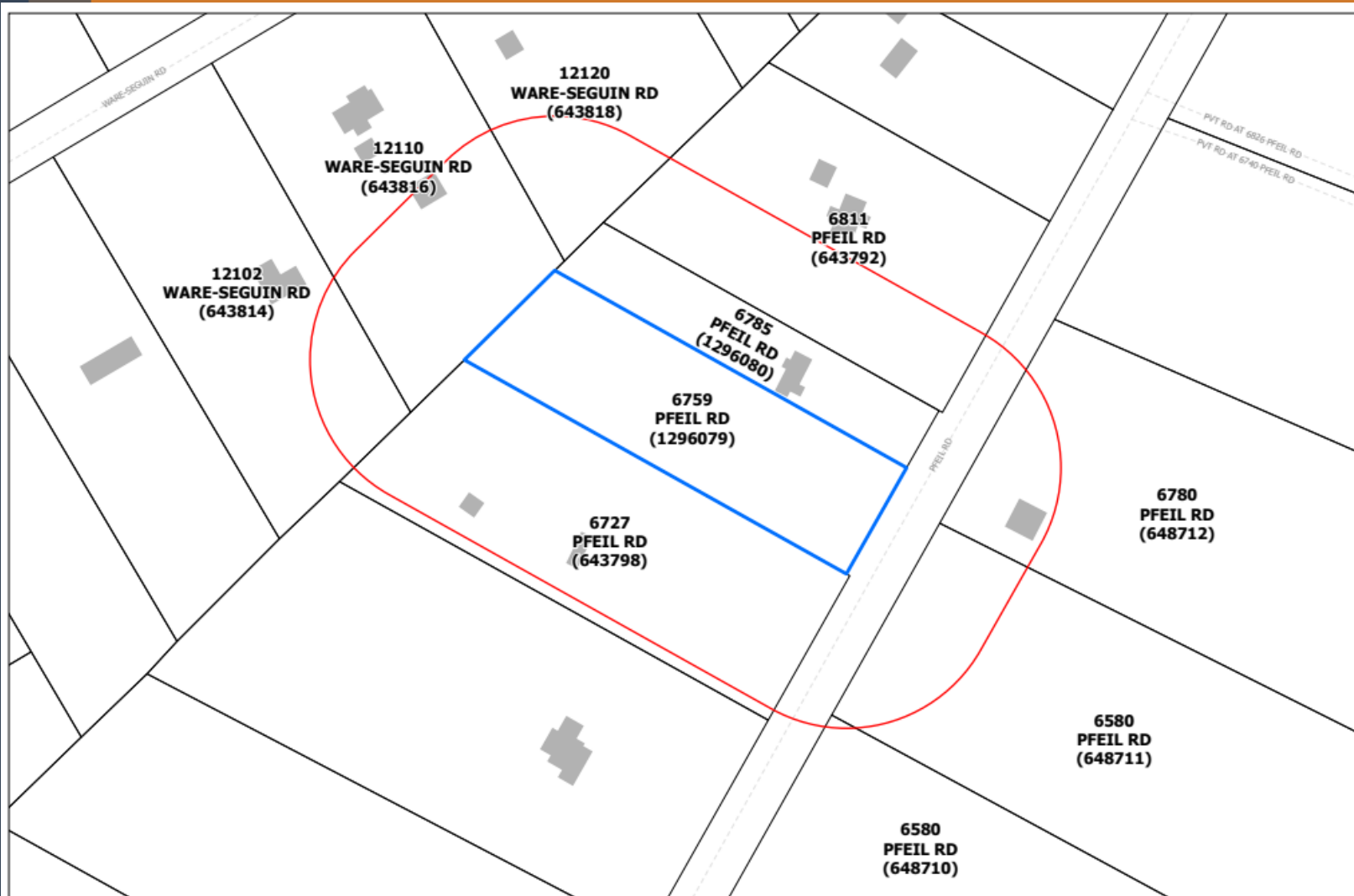
Daisy Marquez | Planner



- Approximately 2 Acres
- Bexar PID: 1296079 Existing:
Undeveloped
- 6759 Pfeil Rd
- APZ II
- Platted






	Existing Zoning	Land Use
Subject Property	Single Family Residential /Agricultural District (R-A)	Undeveloped
North	Single-Family Residential/ Agricultural District (R-A)	Residence
South	Single-Family Residential/ Agricultural District (R-A)	Residence
East	Right-of-Way	Pfeil Road
West	Single-Family Residential/ Agricultural District (R-A)	Residence



SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

City of Schertz

-  Project Boundary
-  Municipal Boundaries
-  200' Buffer



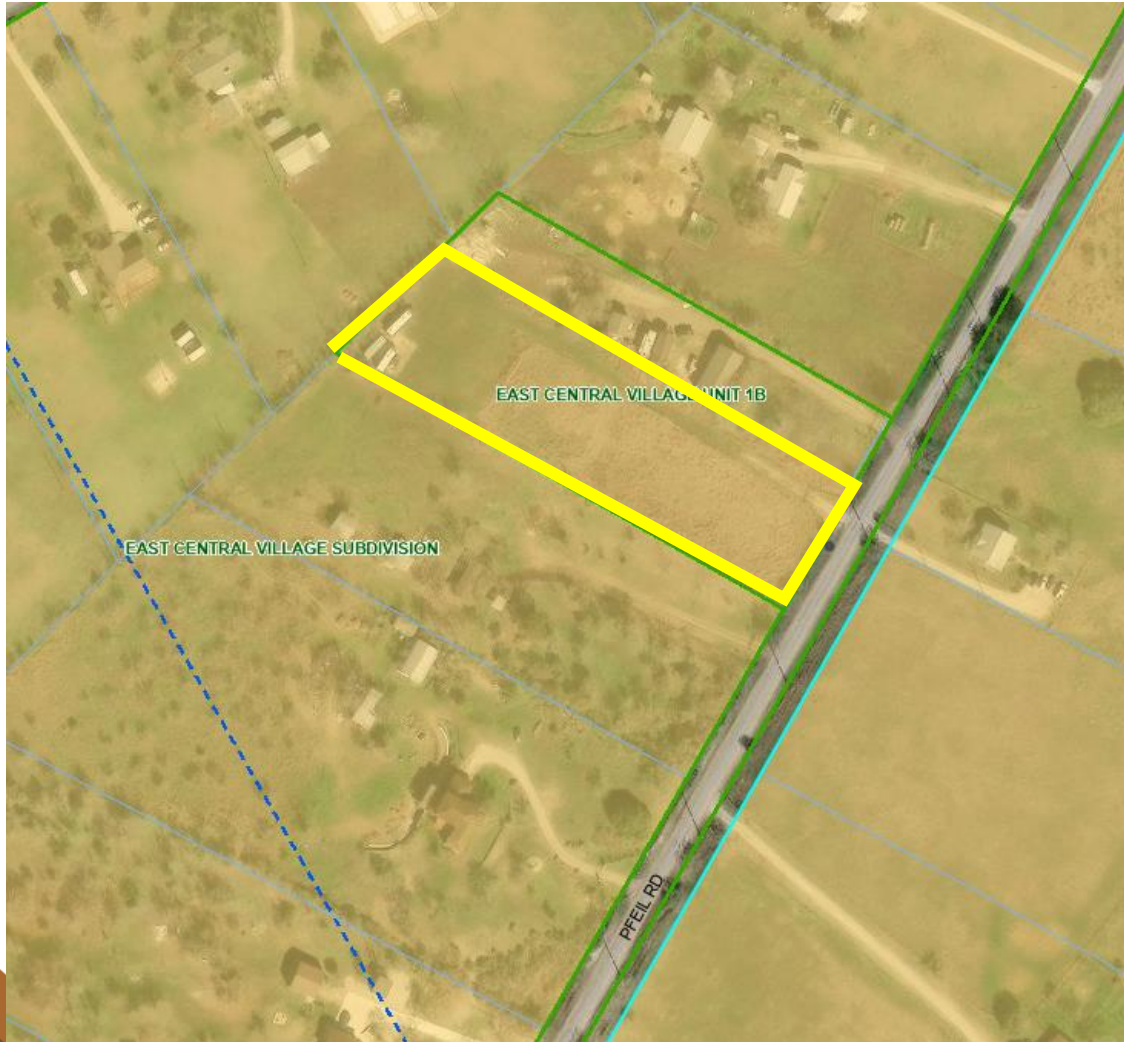
6759 PFEIL RD
(PLSPU20240183)

City of Schertz, GIS Specialist: Alexa Velasco, alexavel@schertz.com (202) 619-1174
The City of Schertz provides this Geographic Information System product "as is" without any express or implied warranty of any kind including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In no event shall the City of Schertz be liable for any special, indirect or consequential damages or any damages whatsoever arising out of or in connection with the use of or performance of these products. Information published on this product could include technical inaccuracies or typographical errors. Periodical changes may be added to the information herein. The City of Schertz may make improvements and/or changes in the product(s) described herein at any time.

- On September 17, 2024, a total of 10 Public Hearing Notices were sent out.
- Responses Received as of October 2:
 - 1- Opposition,
 - 0-In Favor
 - 1-Neutral
- 1 sign was posted on the property.
- Posted in the “San Antonio Express” 10.23.2024

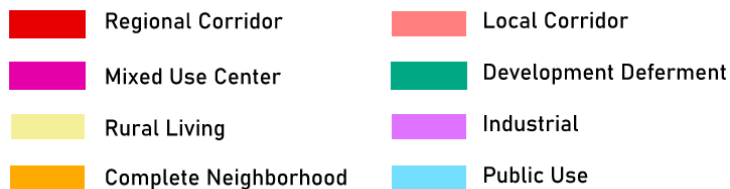
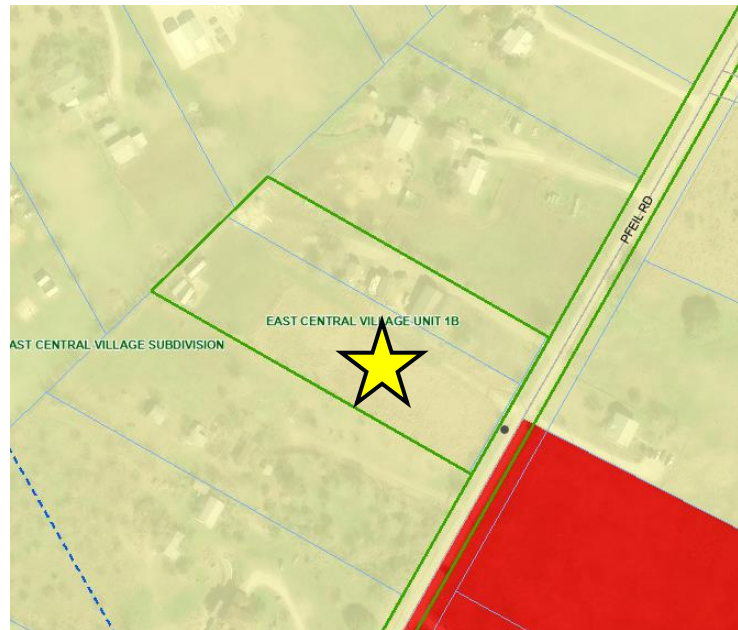
SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

Proposed



- The applicant is requesting a Specific Use Permit to allow a Manufactured/ Mobile Home on approximately 2 acres of land zoned Single-Family Residential/ Agricultural District (R-A), known as 6759 Pfeil Road.
- The subject property is currently undeveloped and is part of the East Central Village Unit 1B Subdivision.
- As per UDC Section 21.5.8, a Specific Use Permit is required for the placement of a Manufactured Home/ Mobile Home in Single-Family Residential/ Agricultural District (R-A).

UDC SECTION 21.5.11.D Criteria for Approval



1. The proposed use at the specified location is consistent with the policies of the adopted Comprehensive Land Plan, or any other applicable adopted plans.

- The subject property is designated as Rural Living in the Future Land Use Map of the Comprehensive Plan.
- Rural Living is described as sparse development, natural landscapes, and agricultural activity, that emphasizes compatibility with JBSA.
- The proposed Specific Use Permit meets the intent of the Rural Living Land Use Designation as it is proposing the placement of a Manufactured Home on approximately 2 acres that is already platted and is intended to be their residence.
- The applicant has received an affirmative recommendation from JBSA for the proposed use, which is also consistent with the intent of the Rural Living Land Use Designation.

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 purpose and intent of the Single-Family Residential/ Agricultural District (R-A) is to provide for areas in which agricultural land may be held in such use for as long as practical and reasonable, where development may be premature due to lack of utilities, capacity or service, and for areas that are unsuitable for development because of physical constraints as per UDC Section 21.5.5.

UDC SECTION 21.5.11.D Criteria for Approval

2. Continued.

- The proposed use is consistent with the zoning district and the uses allowed within Single-Family Residential/ Agricultural District (R-A). Due to the location of the subject property within the APZ II, the Specific Use Permit was reviewed by JBSA.
- The Specific Use Permit received an affirmative recommendation from JBSA.

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;

- In the surrounding areas, there is sparse residential development along Pfeil Road.
- The applicant is proposing to use the subject property for the same use as the surrounding properties.
- The only difference is that the subject property is proposing a Manufactured Home and a Manufactured Home requires a Specific Use Permit for placement within Single-Family Residential / Agricultural District (R-A).

UDC SECTION 21.5.11.D Criteria for Approval

4. The proposed use will not adversely affect the overall health, safety or general welfare of the City;

- As part of promoting health, safety and welfare, the City should encourage development compatible with surrounding uses utilizing standards and transitional uses to alleviate negative impacts.
- The existing Single-Family Residential/ Agricultural District (R-A) zoning of the general area and existing land uses of rural residences are compatible with the proposed manufactured home.
- Additionally, since the property is located within the Accident Potential Zone II (APZ II), they were required to receive an affirmative recommendation of the proposed use from JBSA as per UDC Section 21.5.9.
- The City of Schertz Fire, EMS, and Police Departments have been notified of the Specific Use Permit request to place a Manufactured Home at the subject property and have not provided objections to the request.

UDC SECTION 21.5.11.D Criteria for Approval

5. Whether other factors are deemed relevant and important in the consideration of the Specific Use Permit.

At this time, the Planning and Zoning Commission and City Council have not provided additional criteria for consideration of the Specific Use Permit.

Recommendation

Staff Recommendation

Staff recommends approval of Ord. 24-S-160 due to the proposed use being consistent with the policies of the Comprehensive Plan and being compatible with the surrounding area.

Planning and Zoning Commission

The Planning and Zoning Commission met on October 2, 2024, and made a recommendation of approval with a unanimous vote.

City Council

The City of Schertz City Council met on November 12, 2024, and voted to approve Ordinance 24-S-160 with a 5-0 vote.

COMMENTS AND QUESTIONS

CITY COUNCIL MEMORANDUM

City Council Meeting: November 19, 2024
Department: Planning & Community Development
Subject: Ordinance 24-S-157- Approve a request to rezone approximately 218 acres of land to Agricultural District (AD), more specifically known as Comal County Property Identification Numbers 79001, 78946, 75480, 78247, 79009, and 79006, City of Schertz, Comal County, Texas. *Final Reading* (B.James/L.Wood/E.Delgado)

BACKGROUND

At the July 2, 2024, City Council meeting, City Council approved ordinances annexing and establishing a zoning designation for over 3,000 acres of land in Bexar, Comal and Guadalupe County into the City of Schertz City limits. Originally scheduled as part of the larger annexation process, Comal County Property Identification Numbers 79001, 78946, 75480, 78247, 79009, and 79006, based on a request of the property owner were not annexed at the July 2, 2024, City Council meeting. The request was to delay the annexation and the zoning of the properties until a Development Agreement could be drafted and reviewed by City Council.

At the July 16, 2024, City Council meeting, City Council approved Resolution 24-R-81, which authorized a Development Agreement with Sharlene and Timothy Fey and Sandra Reeh ET AL for approximately 223 acres. As part of that Development Agreement, the property owners agreed to have their agricultural land annexed into the City of Schertz and zoned. Based on the agreement at the July 16th meeting, City Council approved Ordinances 24-A-44, 24-A-46, 24-A-47, 24-A-48, 24-A-49 and 24-A-50 annexing Comal County Property Identifications Numbers 79001, 78946, 75480, 78247, 79009, and 79006 into the City of Schertz City limits. However, due to these properties being removed from the zoning ordinances for the rest of the annexation properties, a zoning district was not established at the same time as the annexation.

The purpose of PLZC20240227 is to establishing a zoning designation for these parcels that were annexed on July 16, 2024, based on Resolution 24-R-81, and the specific annexation ordinances for the parcels. There is no development planned for these properties at this time. The zoning request is strictly to establish a permanent zoning designation for these properties. The proposed Agricultural District (AD) would be consistent with the properties that were annexed and zoned in July of 2024.

On September 19, 2024, nine (9) public hearing notices were mailed to the surrounding property owners within a 200-foot notification boundary of the subject parcels. Additionally, the property owners of parcels included within the zoning boundary were notified per Texas Local Government Code (LGC) Section 211.006. Comal Independent School District was also notified of the proposed zoning. At the time of this staff report three (3) responses in favor, zero (0) responses neutral, and zero (0) responses in opposition have been received. A public hearing notice was published in the "San Antonio Express" on October 23, 2024. Additionally, public hearing notice signs were placed along FM 482 on September 20, 2024. The Planning and Zoning Commission met on Wednesday, October 2, 2024, and held a public hearing on this item.

GOAL

The proposed request is to establish a zoning designation for approximately 218 acres, specifically, Agricultural District (AD). The goal is to zone these subject properties in conformance with the Comprehensive Land Use Plan - Future Land Use Map and the existing land uses on the subject properties and to be consistent with the rest of the properties that were annexed and zoned to Agricultural District (AD) in July of 2024.

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 zone changes, staff uses the criteria listed in UDC Section 21.5.4.D. The criteria are listed below.

1. Whether the proposed zoning change implements the policies of the adopted Comprehensive Land Plan, or any other applicable adopted plans;

The proposal is to zone all 218 acres as Agricultural District (AD) based on the subject property's existing land uses, the property's location, and the designation on the Future Land Use Map as adopted by Ordinance 24-S-06. Comal County Property Identification Number 79006 is identified as Development Deferment, which is typically utilized for large tracts that house heavy industrial. Comal County Property Identification Number 79009 is identified in the Comprehensive Land Use Plan- Future Land Use Map as Local Corridor which is described as locally oriented commercial and entertainment areas typically situated along medium- to high-volume collector roads. Comal County Property Identification Numbers 79001, 78946, 75480, and 78247 are identified in the Comprehensive Land Use Plan- Future Land Use Map as Regional Corridor which is described as commercial and entertainment areas along major thoroughfares that serve populations within the City and the broader region.

Although the subject parcels have differing Comprehensive Land Use Plan- Future Land Use Map designations the proposed Agricultural District (AD) is consistent with the Comprehensive Land Use designations. The Future Land Use Map within the Comprehensive Land Use Plan is a guiding document for determining appropriate land uses and development types for the future vision of Schertz. However, the existing conditions and existing land uses need to be considered when reviewing zoning applications. The proposed zoning is not based on a proposed development, but strictly due the annexation of these properties into the City of Schertz. If the subject properties were proposed to be developed in the future, the zoning designation will also need to be reviewed in conjunction with the Comprehensive Land Use Plan and Future Land Use Map.

2. Whether the proposed zoning change promotes the health, safety, and general welfare of the City.

As part of promoting health, safety, and welfare, the City should encourage development compatible with surrounding uses utilizing standards and transitional uses to alleviate negative impacts. Agricultural District (AD) is intended to provide as a base zoning district for agricultural and residential land uses. 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. The proposed zoning district designations are compatible with the surrounding land uses and existing zoning designations of the surrounding properties. The proposed Agricultural District (AD) would allow for the residential and agricultural operations land uses to remain in a conforming status.

A public hearing notice was mailed to Comal Independent School District to notify them of the proposed zoning. The City of Schertz Police, Fire and EMS Departments have indicated they do not have any concerns regarding the proposed rezoning requests or their ability to provide services.

With the completed annexation and proposed zoning of the properties, the City is better able to guide future development to ensure conformance with the Master Thoroughfare Plan, the Master Water Plan and Master Sewer Plan for the City. Additionally, the annexation and associated zoning would ensure that any future developments will meet City standards to ensure cohesive development across the City of Schertz which ultimately will ensure the safe, orderly, and efficient development of the City. Although no development plans are currently proposed for the properties being zoned, if development was to occur the water, sewer, and roadways would be evaluated during the development process.

3. Whether the uses permitted by the proposed change will be consistent and appropriate with existing uses in the immediate area;

The subject parcels are currently utilized for agricultural purposes. The proposed zoning designation of Agricultural District (AD) is appropriate in the immediate area of the land to be zoned. Since the proposed zoning designations are based on conformance with the Comprehensive Land Use Plan-Future Land Use Map and with the existing land uses on the subject properties, the majority of the properties' land uses will be in conformance with the proposed zoning designation of Agricultural District (AD). The proposed zoning designation is appropriate in the immediate area of the land to be zoned.

4. Whether other factors are deemed relevant and important in the consideration of the amendment.

Staff has ensured all UDC requirements have been met for the proposed zone change, and did not receive any special considerations from the Planning and Zoning Commission. Due to the subject properties being annexed into the City of Schertz on July 16, 2024 a zoning district needs to be established for the subject properties. The proposed zoning designation is in conformance with the recently adopted Comprehensive Land Use Plan- Future Land Use Map and is consistent with the other properties that were annexed in July of 2024 and zoned Agricultural District (AD).

RECOMMENDATION

Staff Recommendation

Due to the compatibility with the surrounding area, and implementation of the policies in the Comprehensive Land Use Plan and Future Land Use Map, Staff recommends approval of Ordinance 24-S-157.

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission met on Wednesday, October 2, 2024, held a public hearing and made a recommendation of approval with a 7-0 vote.

City Council

The City of Schertz City Council met on November 12, 2024, and voted to approve Ordinance 24-S-157 with a 5-0 vote.

Attachments

Ordinance No. 24-S-157 With Attachments

Aerial Exhibit

Public Hearing Notice Map

Public Hearing Notice Responses

City Council Presentation Slides

ORDINANCE NO. 24-S-157

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE OFFICIAL ZONING MAP TO ZONE APPROXIMATELY 218 ACRES OF LAND TO AGRICULTURAL DISTRICT (AD) KNOWN AS COMAL COUNTY PROPERTY IDENTIFICATION NUMBERS 79001, 78946, 75480, 78247, 79009, 79006, SCHERTZ, COMAL COUNTY, TEXAS.

WHEREAS, an application to zone approximately 218 acres of land to Agricultural District (AD), known as a Comal County Property Identification Numbers 79001, 78946, 75480, 78247, 79009, 79006, more specifically described in the Exhibit A attached herein (herein, the “Property”) has been filed with the City; and

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

WHEREAS, on October 2, 2024, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council of approval; and

WHEREAS, on November 12, 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 zoning be approved as provided for herein.

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

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

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

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

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

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

Section 6. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application

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

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

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

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

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

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

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

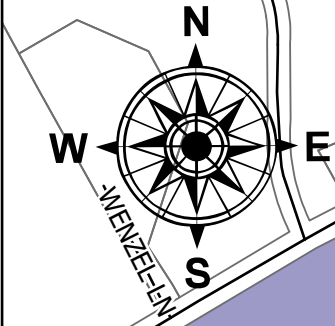
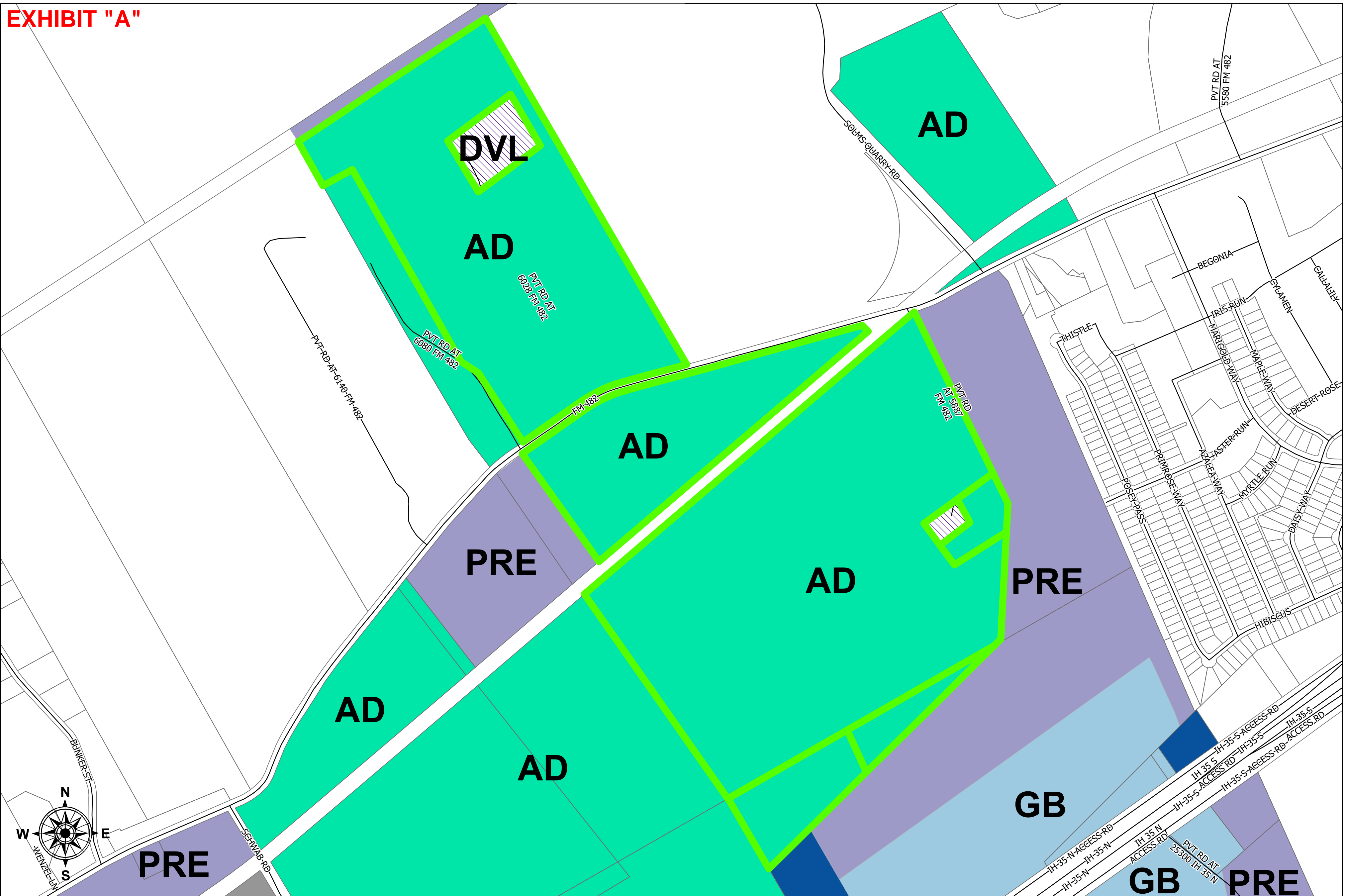
ATTEST:

Sheila Edmondson, City Secretary

(city seal)

Exhibit "A"
Zone Change Exhibit

EXHIBIT "A"



SCHERTZ
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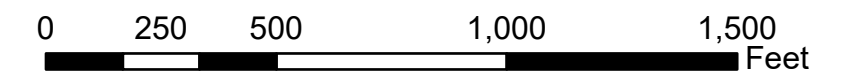
Last update: September 17, 2024
City of Schertz, GIS Specialist: Alexa Venezia, avenezia@schertz.com (210) 619-1174

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**ZONING CHANGE
COMAL COUNTY
PARCEL IDs:
79001, 78946, 75480,
78247, 79009, 79006**

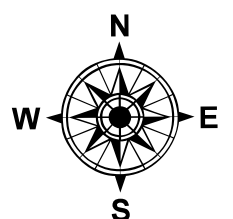
Classification

- (PRE) Pre-Development
- (R-4) Apartment/Multi-Family Residential
- (GB-2) General Business II
- (PDD) Planned Development
- (R-6) Single-family Residential
- (NS) Neighborhood Services
- (PUB) Public Use
- (R-7) Single-family Residential
- (OP) Office and Professional
- (R-A) Single-family Residential/Agricultural
- (AD) Agricultural District
- (MSMU-ND) Main Street Mixed Use New Development
- (R-1) Single-Family Residential
- (GH) Garden Home/Single-Family Residential (Zero Lot Line)
- (M-1) Manufacturing (Light)
- (R-2) Single-Family Residential
- (TH) Townhome
- (M-2) Manufacturing (Heavy)
- (R-3) Two-Family Residential
- (MHP) Manufactured Home Subdivision
- (M-2) Manufacturing (Heavy)
- (MHP) Manufactured Home Parks
- (GB) General Business
- (DVL) Development Agreement (Delayed Annexation)





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SCHIERTZ
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Parcel IDs:
79001, 78946, 75480, 78247,
79009, 79006

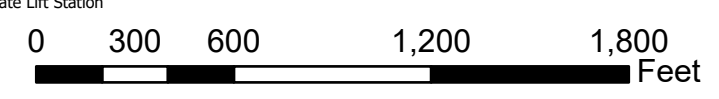
- Highways
- Major Roads
- Minor Roads
- Principal Arterial
- Planned Principal Arterial
- Secondary Arterial
- Planned Secondary Arterial
- Secondary Rural Arterial

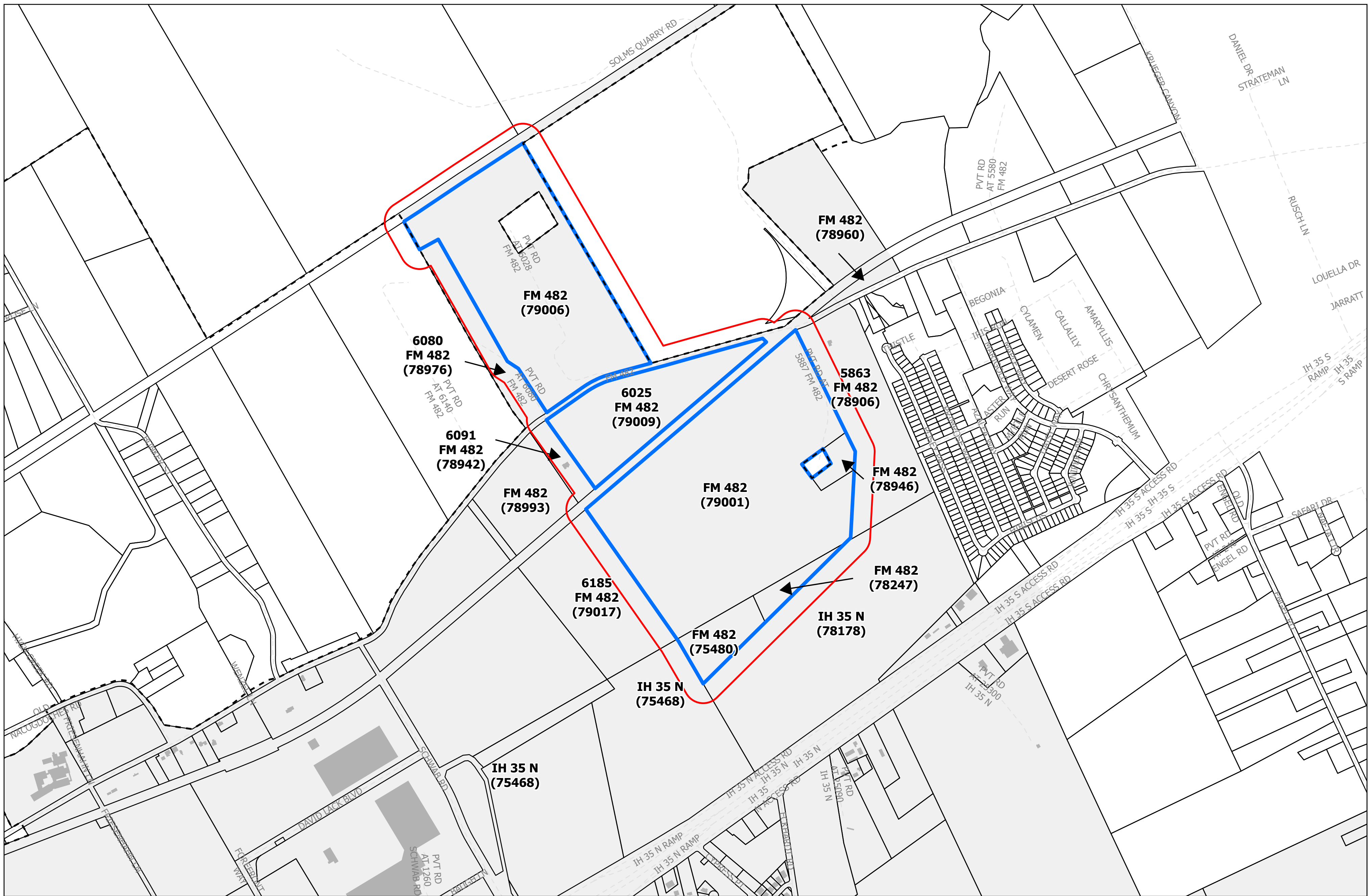
- Freeway
- Residential Collector
- Planned Residential Collector
- Planned Commercial Collector B
- Commercial Collector A
- Planned Commercial Collector A

- 1"
- 2"
- 3"
- 4"
- 6"
- 8"
- 10"
- 12"
- 16"
- 18"
- Unknown

- Schertz Gravity
- Schertz Pressure
- Neighboring Gravity
- Private Pressure

- Hydrant
- Manholes
- CCMA Lift Station
- Private Lift Station
- Schertz Lift Station
- CCMA Treatment Plant
- Schertz Treatment Plant
- County Boundaries
- Schertz Municipal Boundary
- ETJ





City of Schertz

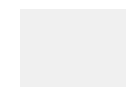
PARCEL IDs: 79001, 78946, 75480, 78247, 79009, 79006



Project Boundary



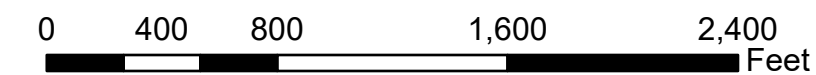
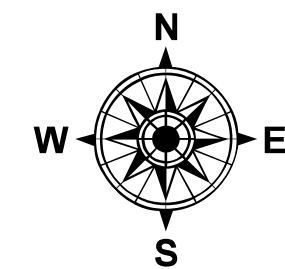
200' Buffer



City Limits



Schertz ETJ Boundary



Reply Form:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). **The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council.** If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.

I am: in favor of opposed to neutral to the request for **PLZC20240227**

COMMENTS: _____

NAME: Donald Zipp SIGNATURE _____
(PLEASE PRINT)

STREET ADDRESS: 26875 Cynthia Dr., SA, TX 78246

DATE: 9-23-2024

NOTICE OF PUBLIC HEARING


September 19, 2024

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, October 2nd, 2024 at 6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make a recommendation on the following item:

PLZC20240227 – Hold a public hearing and make a recommendation on a request to rezone approximately 218 acres of land to Agricultural District (AD), more specifically known as Comal County Property Identification Numbers 79001, 78946, 75480, 78247, 79009, and 79006, City of Schertz, Comal County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Emily Delgado, Planning Manager, 1400 Schertz Parkway, Schertz, Texas 78154, or by e-mail: planning@schertz.com. If you have any questions, please feel free to call Emily Delgado, Planning Manager at (210) 619-1784.

Sincerely,

 Emily Delgado
 Planning Manager

Reply Form:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council. If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.

I am: in favor of opposed to neutral to the request for **PLZC20240227**

COMMENTS:

NAME: Sharlene Fey (PLEASE PRINT) SIGNATURE: Timothy Fey Sharlene Fey

STREET ADDRESS: 6028 Fm 482, New Braunfels TX 78132

DATE: 9/27/2024 Property IDs: 79009 and ~~79006~~ 79006

NOTICE OF PUBLIC HEARING

September 19, 2024

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on Wednesday, October 2nd, 2024 at 6:00 p.m. located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make a recommendation on the following item:

PLZC20240227 – Hold a public hearing and make a recommendation on a request to rezone approximately 218 acres of land to Agricultural District (AD), more specifically known as Comal County Property Identification Numbers 79001, 78946, 75480, 78247, 79009, and 79006, City of Schertz, Comal County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Emily Delgado, Planning Manager, 1400 Schertz Parkway, Schertz, Texas 78154, or by e-mail: planning@schertz.com. If you have any questions, please feel free to call Emily Delgado, Planning Manager at (210) 619-1784.

Sincerely, Emily Delgado, Planning Manager

Reply Form:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council. If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.

I am: in favor of [checked] opposed to [] neutral to [] the request for PLZC20240227

COMMENTS: _____

NAME: Sandra Reeh SIGNATURE [Signature] (PLEASE PRINT)

STREET ADDRESS: 5887 FM 482, New Brauntels TX 78132

DATE: Sept. 24, 2024

Ordinance 24-S-157

Approximately 218 acre zoning to Agricultural District (AD)

Comal County Property IDs: 79001, 78946, 75480, 78247, 79009, 79006

Emily Delgado | Planning Manager

Background

- At the July 2, 2024, City Council meeting, City Council approved ordinances annexing and establishing a zoning designation for over 3,000 acres of land in Bexar, Comal and Guadalupe County into the City of Schertz City limits.
- Originally scheduled as part of the larger annexation process, Comal County Property Identification Numbers 79001, 78946, 75480, 78247, 79009, and 79006, based on request of the property owner, were not annexed at the July 2, 2024, City Council meeting.
- The request was to delay the annexation and the zoning of the properties until a Development Agreement could be drafted and reviewed by City Council.

Background Continued

- At the July 16, 2024, City Council meeting, City Council approved Resolution 24-R-81, which authorized a Development Agreement with Sharlene and Timothy Fey and Sandra Reeh ET AL for approximately 223 acres.
- As part of that Development Agreement, the property owners agreed to have their agricultural land annexed into the City of Schertz and zoned. Based on the agreement at the July 16th meeting, City Council approved Ordinances 24-A-44, 24-A-46, 24-A-47, 24-A-48, 24-A-49 and 24-A-50 annexing Comal County Property Identifications Numbers 79001, 78946, 75480, 78247, 79009, and 79006 into the City of Schertz City limits.
- However, due to these properties being removed from the zoning ordinances for the rest of the annexation properties, a zoning district was not established at the same time as the annexation.

Background Continued

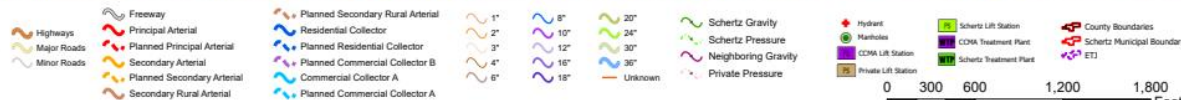
- The purpose of Ordinance 24-S-157 is to establishing a zoning designation for these parcels that were annexed on July 16, 2024, based on Resolution 24-R-81, and the specific annexation ordinances for the parcels.
- There is no development planned for these properties at this time. The zoning request is strictly to establish a permanent zoning designation for these properties.
- The proposed Agricultural District (AD) would be consistent with the properties that were annexed and zoned in July of 2024.

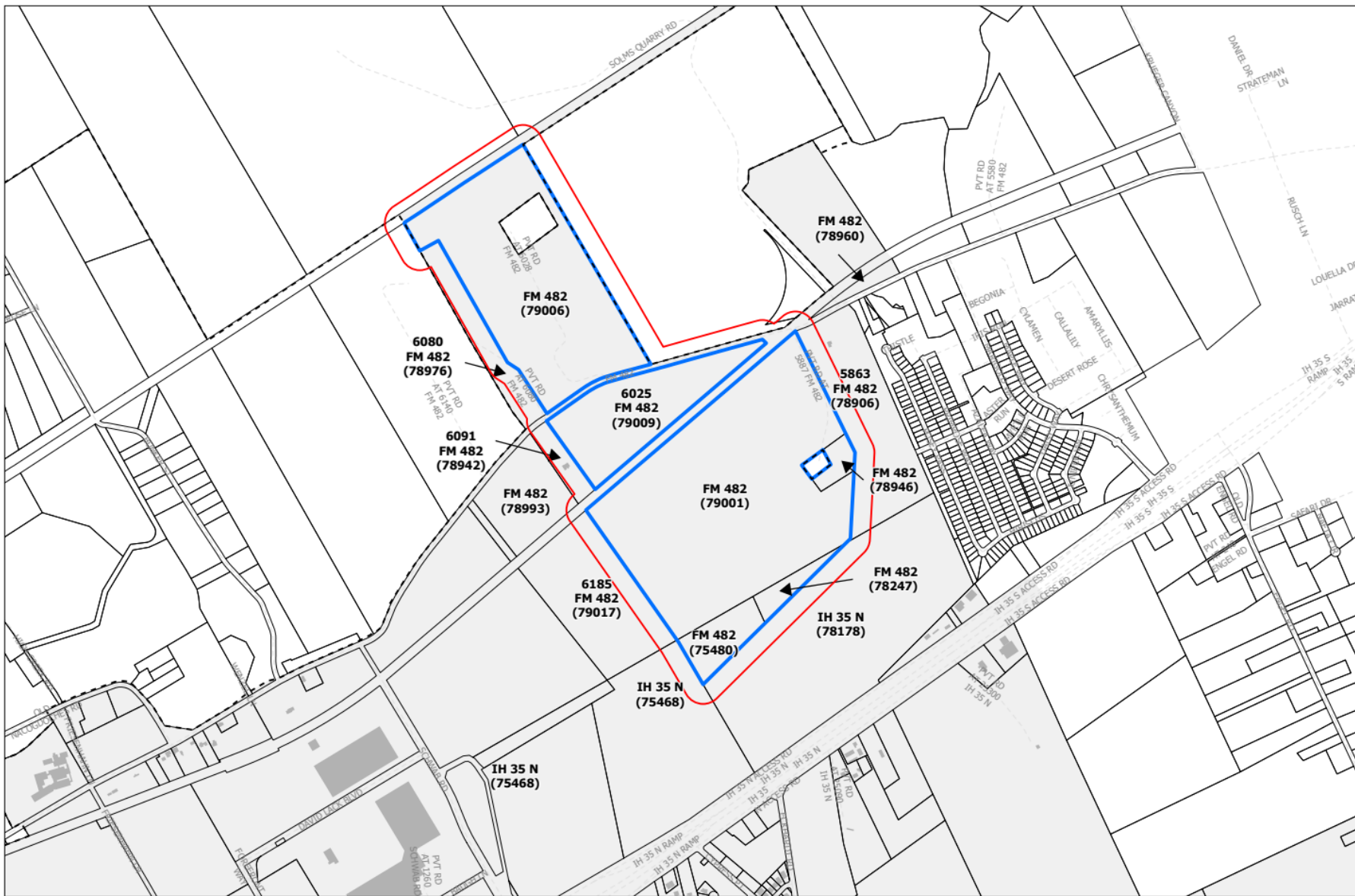


East County Utility District, 10000 South Loop West, Suite 1000, Houston, Texas 77054. © 2018 Schertztz, Inc. All Rights Reserved. Schertztz, Inc. is a registered trademark of Schertztz, Inc. All other trademarks are the property of their respective owners.



Parcel IDs:
79001, 78946, 75480, 78247,
79009, 79006





September 19, 2024:
9 Public Hearing
Notices sent

3 response in favor
0 responses
opposed or neutral

Signs placed along
FM 482 on
September 20, 2024



Project Boundary



200' Buffer

City Limits

Schertz ETJ
Boundary





SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

Last update: September 17, 2024
City of Schertz, GIS Specialist: Alexa Venezia, avencia@schertz.com (210) 619-1174

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**ZONING CHANGE
COMAL COUNTY
PARCEL IDs:
79001, 78946, 75480,
78247, 79009, 79006**

Classification	
	(PRE) Pre-Development
	(PCD) Planned Development
	(PUB) Public Use
	(R-4) Single-Family Residential/Agricultural
	(R-1) Single-Family Residential
	(R-2) Single-Family Residential
	(R-3) Two-Family Residential
	(R-4) Apartment/Multi-Family Residential
	(R-4) Single-Family Residential
	(R-7) Single-Family Residential
	(AD) Agricultural District
	(GH) Garden Home/Single-Family Residential (Zero Lot Line)
	(TH) Townhome
	(MHG) Manufactured Home Subdivision
	(MHP) Manufactured Home Parks
	(GB) General Business
	(GB-2) General Business II
	(NS) Neighborhood Services
	(OP) Office and Professional
	(AG) Agricultural District
	(MSM) Main Street Mixed Use
	(MSM-ND) Main Street Mixed Use New Development
	(M-1) Manufacturing (Light)
	(M-2) Manufacturing (Heavy)
	(DVA) Development Agreement (Delayed Annexation)



SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

UDC SECTION 21.5.4.D Criteria for Approval

- 1. Whether the proposed zoning change implements the policies of the adopted Comprehensive Land Plan, or any other applicable adopted plans;**
 - The proposal is to zone all 218 acres as Agricultural District (AD) based on the subject property's existing land uses, the property's location, and the designation on the Future Land Use Map as adopted by Ordinance 24-S-06. Comal County Property Identification Number 79006 is identified as Development Deferment, which is typically utilized for large tracts that house heavy industrial.
 - Comal County Property Identification Number 79009 is identified in the Comprehensive Land Use Plan- Future Land Use Map as Local Corridor which is described as locally oriented commercial and entertainment areas typically situated along medium- to high-volume collector roads.
 - Comal County Property Identification Numbers 79001, 78946, 75480, and 78247 are identified in the Comprehensive Land Use Plan- Future Land Use Map as Regional Corridor which is described as commercial and entertainment areas along major thoroughfares that serve populations within the City and the broader region.

UDC SECTION 21.5.4.D Criteria for Approval

- 1. Whether the proposed zoning change implements the policies of the adopted Comprehensive Land Plan, or any other applicable adopted plans;**
 - Although the subject parcels have differing Comprehensive Land Use Plan- Future Land Use Map designations the proposed Agricultural District (AD) is consistent with the Comprehensive Land Use designations. The Future Land Use Map within the Comprehensive Land Use Plan is a guiding document for determining appropriate land uses and development types for the future vision of Schertz. However, the existing conditions and existing land uses need to be considered when reviewing zoning applications.
 - The proposed zoning is not based on a proposed development, but strictly due the annexation of these properties into the City of Schertz. If the subject properties were proposed to be developed in the future, the zoning designation will also need to be reviewed in conjunction with the Comprehensive Land Use Plan and Future Land Use Map.

UDC SECTION 21.5.4.D Criteria for Approval

2. Whether the proposed zoning change promotes the health, safety, and general welfare of the City.

- As part of promoting health, safety, and welfare, the City should encourage development compatible with surrounding uses utilizing standards and transitional uses to alleviate negative impacts. Agricultural District (AD) is intended to provide as a base zoning district for agricultural and residential land uses. 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. The proposed zoning district designations are compatible with the surrounding land uses and existing zoning designations of the surrounding properties. The proposed Agricultural District (AD) would allow for the residential and agricultural operations land uses to remain in a conforming status.

UDC SECTION 21.5.4.D Criteria for Approval

2. Whether the proposed zoning change promotes the health, safety, and general welfare of the City.

- A public hearing notice was mailed to Comal Independent School District to notify them of the proposed zoning. The City of Schertz Police, Fire and EMS Departments have indicated they do not have any concerns regarding the proposed rezoning requests or their ability to provide services.
- With the completed annexation and proposed zoning of the properties, the City is better able to guide future development to ensure conformance with the Master Thoroughfare Plan, the Master Water Plan and Master Sewer Plan for the City. Additionally, the annexation and associated zoning would ensure that any future developments will meet City standards to ensure cohesive development across the City of Schertz which ultimately will ensure the safe, orderly, and efficient development of the City. Although no development plans are currently proposed for the properties being zoned, if development was to occur the water, sewer, and roadways would be evaluated during the development process.

UDC SECTION 21.5.4.D Criteria for Approval

3. Whether the uses permitted by the proposed change will be consistent and appropriate with existing uses in the immediate area;

- The subject parcels are currently utilized for agricultural purposes. The proposed zoning designation of Agricultural District (AD) is appropriate in the immediate area of the land to be zoned. Since the proposed zoning designations are based on conformance with the Comprehensive Land Use Plan- Future Land Use Map and with the existing land uses on the subject properties, the majority of the properties' land uses will be in conformance with the proposed zoning designation of Agricultural District (AD). The proposed zoning designation is appropriate in the immediate area of the land to be zoned.

UDC SECTION 21.5.4.D Criteria for Approval

4. Whether other factors are deemed relevant and important in the consideration of the amendment.

- Staff has ensured all UDC requirements have been met for the proposed zone change, and did not receive any special considerations from the Planning and Zoning Commission. Due to the subject properties being annexed into the City of Schertz on July 16, 2024 a zoning district needs to be established for the subject properties.
- The proposed zoning designation is in conformance with the recently adopted Comprehensive Land Use Plan- Future Land Use Map and is consistent with the other properties that were annexed in July of 2024 and zoned Agricultural District (AD).

Staff Recommendation

- Due to the subject properties being annexed into the City of Schertz on July 16, 2024 a zoning district needs to be established for the subject properties.
- The proposed zoning designation is in conformance with the recently adopted Comprehensive Land Use Plan- Future Land Use Map and is consistent with the other properties that were annexed in July of 2024 and zoned Agricultural District (AD).
- Staff recommends approval of Ordinance 24-S-157.

Planning & Zoning Commission Recommendation

- The Planning and Zoning Commission met on Wednesday, October 2, 2024, held a public hearing and made a recommendation of approval with a 7-0 vote.

City Council Action

- The City Council met on Tuesday, November 12, 2024, held a public hearing and voted to approve Ordinance 24-S-157 on first reading with a 5-0 vote.

CITY COUNCIL MEMORANDUM

City Council Meeting: November 19, 2024
Department: Executive Team
Subject: Resolution 24-R-157 - Authorizing an Improvement Agreement for the Rumpf Development for drainage and utility easement acquisition reimbursement and to acquire ROW and drainage and utility easements from SCUCISD. (S.Williams/B.James)

BACKGROUND

The developer of the Rumpf Tract has requested the City acquire a drainage right-of-way and utility easement, as well as the temporary construction easement from SCUCISD that they need to develop their property. Generally, staff of SCUCISD is supportive of entering into an agreement to sell the drainage right-of-way and utility easement to the City, based on the value determined by an appraisal. The City would enter into an agreement with the developer of the Rumpf property that would obligate the developer to reimburse the City for the cost of the right-of-way and easements, including having to post a surety at the time of execution of the agreement. The City would then enter into an agreement with SCUCISD, assuming the SCUCISD board approves it, for the purchase of the drainage right-of-way and easements based on the value set by an appraisal. The final agreement with SCUCISD will be developed in conjunction with SCUCISD consideration.

Additionally, the City is seeking dedication of the needed street right-of-way for the extension of Ray Corbett Drive to the southeast corner of the Rumpf Tract. Per the Development Agreement with the Rumpf owner that was executed in July of 2024, if the necessary ROW is dedicated by January 1, 2025, the developer of the Rumpf tract has to build that section of road.

There is no cost to the City with the acquisition, as the developer will bear the cost of the rights-of-way purchase and constructing the section of Ray Corbett Drive and any drainage and sewer improvements. The City will have the responsibility of maintaining the rights-of-way and improvements.

GOAL

Provide for the necessary dedication of drainage and utility easements to allow the development of the Rumpf Tract. To acquire the needed right-of-way for the future extension of Ray Corbett Drive, which if the ROW is dedicated prior to January 1, 2025, the developer of the Rumpf tract will be required to construct to the southeast corner of the Rumpf property per the Development Agreement that was approved in July of 2024.

COMMUNITY BENEFIT

Provides for the timely construction of public improvements in a cost-effective manner.

SUMMARY OF RECOMMENDED ACTION

Staff is seeking approval from City Council to enter into an agreement with the developer of the Rumpf tract for the City to acquire a drainage and utility easement and a temporary construction easement from SCUCISD for which the developer will reimburse the City for the cost of acquisition. Staff is also seeking approval to seek dedication of the future right-of-way for Ray Corbett Drive from SCUCISD. There is no cost to the City with the acquisition, as the developer will bear the cost of the rights-of-way purchase and constructing the section of Ray Corbett Drive and any drainage and sewer improvements. The City will have the responsibility of maintaining the rights-of-way and improvements.

RECOMMENDATION

Approval of Resolution 24-R-157.

Attachments

Resolution 24-R-157 with attachments

RESOLUTION NO. 24-R-157

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN AGREEMENT WITH THE SCHERTZ CIBOLO UNIVERSAL CITY INDEPENDENT SCHOOL DISTRICT FOR EASEMENT AND DRAINAGE AND ROAD RIGHT-OF-WAY ACQUISITION AND AN AGREEMENT WITH THE DEVELOPER OF THE RUMPF PROPERTY FOR THE REIMBURSEMENT OF COSTS ASSOCIATED WITH DRAINAGE RIGHT-OF-WAY AND EASEMENT ACQUISITION.

WHEREAS, there is a lack of street access to serve an area of southern Schertz east of FM 1518; and

WHEREAS, there is a need for drainage right-of-way and easements to allow for the construction of sewer facilities and stormwater conveyance facilities, and

WHEREAS, the existing section of Ray Corbett Drive extends to the east of FM 1518, but not as far as the future extension of Redbud Parkway, which will not only provide for access to the properties in the immediate area, but also provide for needed circulation to the large area in the City of Schertz; and

WHEREAS, the Developer of the Rumpf Tract is proposing to construct an offsite section drainage channel and sewer line from their property to connect to future facilities within the Saddlebrook Development, across the property owned by SCUCISD; and

WHEREAS, the Development Agreement from July 2024 with the Rumpf Tract stipulate they must build the future extension of Ray Corbett Drive to their southeastern property line if the necessary right-of-way is dedicated by January 1, 2025

WHEREAS, SCUCISD has indicated a willingness to sell the needed drainage right-of-way and easement to the City of Schertz in order that it may be constructed; and

WHEREAS, the Developer of the Rumpf Property has requested to pay for the cost of the drainage right-of-way and easement acquisition if the City will acquire it from SCUCISD; and

WHEREAS, the City Council finds that it is in the best interest of the City to enter into the Agreement with Developer for acquisition of the right-of-way necessary for the construction of the drainage channel and sewer line and an agreement with SCUCISD to acquire the necessary rights-of-way and easement in order to provide the infrastructure to serve other properties outside of the Rumpf property and the larger community.

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 agreement with Developer for acquisition of drainage right-of-way and easements and the

associated agreement with SCUSISD, generally in the forms attached as Exhibits “A” and “B”, subject to changes approved by the City Manager and City Attorney.

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 ____th day of November, 2024.

CITY OF SCHERTZ, TEXAS

Mayor, Ralph Gutierrez

ATTEST:

City Secretary, Sheila Edmondson

(CITY SEAL)

Exhibit "A"

Agreement with the Rumpf Developer

the construction of Public Improvement in order to provide the infrastructure to serve other properties outside the boundary of the proposed Den-Ott Subdivision plat:

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

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

2. Acquisition of Right-of-way and Easements; Covenants. The Owner and the City covenant and agree to the following:

- a) The Owner is obligated by the City’s Unified Development Code to provide for sewer service and stormwater conveyance for all residential subdivisions.
- b) The Owner is proposing to drain and sewer to the south through the SCUCISD site south of future Ray Corbett Drive.
- c) Construction of the drainage and sewer improvements requires acquisition of offsite drainage right-of-way and utility easements and the Owner is proposing to bear the cost of right-of-way and easement acquisition. The Owner has sought the City’s assistance in acquiring the offsite drainage right-of-way and easements, see Exhibit “B”. The Owner agrees to reimburse the City for all costs associated with acquiring the right-of-way and easements, including but not limited to the appraisal cost and acquisition price. The acquisition costs may include the costs of surveys. The Owner shall pay the City the amount of the total costs required to acquire the easements in advance of the City closing on the acquisition. The cost of the appraisal shall be paid upon execution of the agreement.
- d) Prior to moving forward with the actual acquisition of the Property after the purchase price has been provided by SCUCISD, the Owner will provide written notice to the City.
- e) Upon provision of notice to acquire the property as provide above, the

3. Approval of Agreement. The City has approved the execution and delivery of this Agreement pursuant to Section 21.4.15(C.)(2.) of the City’s Unified Development Code, and the Owner represents and warrants that it has taken all necessary action to authorize its execution and delivery of this Agreement.

4. 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.

5. 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.

6. 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.

7. Integration. This Agreement is the complete agreement between the parties as to the subject matter hereof and cannot be varied except by the written agreement of the Owner and the City. The Owner and the City each agrees that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.

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

If to the Owner:

XXX
XXX
XXX
Attention: XXXX

With copy to:

Killen, Griffin & Farrimond, PLLC
10101 Reunion Place, Suite 250
San Antonio, Texas
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

9. 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.

10. 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.

11. 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.

12. 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 consent by suit by any party.

[Signatures and acknowledgments on the following pages]

**Signature Page to
Improvement Agreement**

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

Owner:

XXXXX

By: _____
Name: _____
Title: _____
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024 by _____, the _____ of XXXX.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: _____

**Signature Page to
Improvement Agreement**

This 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, 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: _____

EXHIBIT "A"

The Property

Legal Metes and Bounds
and
Master Plan

[See attached]

EXHIBIT "B"

The Right-of-Way/Easement

[See attached]

CITY COUNCIL MEMORANDUM

City Council Meeting: November 19, 2024
Department: Engineering
Subject: Ordinance 24-S-163 - Amendments to the Public Works Specification Manual. *Final Reading* (B.James/K.Woodlee)

BACKGROUND

The Unified Development Code (UDC) adopts by reference the City's Specifications Manual. The Specifications Manual is made up of several documents: Public Works Design Guide, Technical Specifications, and Standard Construction Details. The Public Works Design Guide establishes standard principles, criteria, and practices for the design of infrastructure and to protect and preserve the public welfare. The Technical Specifications identify the specific material, execution, and workmanship requirements of public infrastructure construction projects. The Standard Construction Details detail (typically graphically) particular installation elements of construction of the infrastructure. An update of the Design Guide is proposed for a number of reasons and is subject to approval of the City Council in accordance with recent legislative changes to the Texas Local Government Code (LGC).

As stated in the UDC, City Council from time to time, on its own motion, or at the recommendation of City staff amend, change, or modify text in any portion of the UDC to establish and maintain stable and desirable development. It is generally considered good practice to periodically review and update the development regulations due to changing conditions, community goals, and/or State and Federal regulations. The same practice is applicable to design standards adopted by reference in the UDC. This proposed update to the Design Guide includes a cleanup of typographical errors, and inconsistencies, clarification of vague guidance, coordination with other City documents (such as the Master Thoroughfare Plan), and establishment of increased standards for higher quality, more sustainable infrastructure.

Proposed amendments

Section 1 - General

Section 1.1 Clarified applicability of design standards to public and private development.

Section 2 - Required Submission of Plans

Section 2.1.A) Updated requirements to reflect digital submittals
 Section 2.1.B)7) Added requirement of submittal of engineered plans for retaining walls (relocated from another section)
 Section 2.1.B)8) Added requirement of profiles of 12" water mains (previously only required for 16" and greater mains)

Section 3 - Street Requirements

Section 3.2

- Increased pavement design parameters related to loading and structural numbers
- Removed preference against the use of lime for subgrade stabilization

Section 3.3

- Revised specifications (including nomenclature and right of way and pavement widths) to be consistent with Master Thoroughfare Plan
- Removed provisions related to overhead utilities in alleys

Tables 3.3A, B, C, D, and E Increased minimum allowable pavement slopes

Section 3.3.C)4) Added limitation of responsibility of roadway dedication and pavement construction based on limitation of current state statute

Section 3.3.G)2)a) Added reference to multiuse path (per Master Thoroughfare Plan)

Section 3.3.G)2)c) and 3.3.H)1) Increased strength of concrete for sidewalks and alleys

Section 3.4.D) and Table 3.4.A Removed reference to geogrid for use as a mitigation technique for soils with high plasticity

Section 4 - Storm Drainage Requirements

Section 4 Removed reference to City-maintained hydrologic and hydraulic models

Section 4.1.A) Clarified design frequency requirements

Section 4.1.F) Added explicit requirement for stormwater discharge to mimic existing or predevelopment flow characteristics so as to not cause adverse impact to downstream property

Section 4.4.A) Added stronger encouragement of provision for post construction water quality BMPs and requirement of consideration for future retrofit of facility to meet future water quality standards

Section 4.5.A)1) Added statement disallowing use of Modified Rational Method for computing stormwater runoff

Section 4.5.A)2) Reduced size of drainage area considered "small" from 200 acres to 50 acres and disallowed use of Rational Method for peak flow calculation if time of concentration is greater than 20 minutes

Section 4.5.B)1) Specified minimum total time of concentration as 5 minutes

Section 4.5.B)1)a) Reduced maximum distance allowable for time of sheet flow in time of concentration calculations from 300 feet to 100 feet

Section 4.5.D) Adopted NOAA Atlas 14 precipitation data for stormwater runoff calculations

Section 4.5.G)5)b) Increased design loading of crossings, culverts, and bridges to HS-25

Section 4.5.E) Increased freeboard depth required for channels between 5- and 10-foot depth

Section 4.5.H)9)b) Decreased allowable earthen channel side slopes from 3:1 to 4:1

Section 4.5.H)8)e) Decreased channel side slope allowance for railing to be required from 2:1 to 3:1 (for channel depths greater than 2 feet)

Section 4.5.I)2) Added requirement of access manholes at all storm sewer junctions

Section 4.5.K)1) Added control of 2-year frequency event to detention facility design

Section 4.5.K)9) Added additional criteria that must be met in order for the consideration of a detention facility with a permanent wet pool

Section 4.5.L) Added requirement for the provision of adequate space for the transition of flow from a drainage outfall to predevelopment conditions prior to leaving property

Section 5 - Sanitary Sewer Requirements

Section 5.2.A) Increased design loading of manholes to HS-25

Section 5.2.G)7) Added requirement of property line cleanout on all laterals (aligning with previously updated Standard Construction Detail) and removed reference to cleanouts otherwise on public mains

Section 5.2.G)8) Added requirement for sampling port on all non-residential laterals

Section 5.2.G)13) Updated requirement for flowable fill to encapsulate all manholes (aligning with previously updated Standard Construction Detail)

Section 5.3.B)4) Clarified waiting period prior to deflection testing after final backfill and/or pavement construction

Section 6 - Water Requirements

Section 6.2.A)1)a) Corrected distance required between fire hydrant and structure from 500 to 400 feet or as required by the Fire Marshal

Section 6.2.A)4) Added section related to private fire lines limiting length of single connection to public main to 1000 feet and citing references for design criteria and construction specifications

Section 6.2.B)2)	Clarified requirement for construction of cross-connecting supply and distribution mains including those on the water master plans and where distance to nearest mains exceeds minimum
Section 6.2.B)5)	Added prohibition of combined domestic and fire service lines for private facilities
Section 6.3.B)1)	Added default requirement for encasement of pipe beneath commercial driveways with provision for exception based on certain considerations
Section 6.3.B)2)	Added requirement for encasement of mains crossing thoroughfare roadways
Section 6.3.D)2)	Added prohibition of domestic connection to dead end mains and clarified looping requirement
Section 6.3.F)	Added storz connection to fire hydrant specification (in alignment with previously updated Standard Construction Detail
Section 6.3.J)	Added requirements and standards for replacement of asbestos cement (AC) pipe when new connection is being made or where cover is decreased over an existing AC main

Section 7 - Inspections and Testing

Sections 7.1.F)1) and 2)	Increased testing frequency for street subgrade and base
Section 7.1.G)	Updated infrastructure acceptance submittal requirements to specify only digital formats and specified that asset locations must be surveyed
Section 7.1.H)	Brought into alignment with UDC by citing two-year warranty period for public improvements

GOAL

The goal of Ordinance 24-S-163 is to amend the Public Works Design Guide which is part of the Public Works Specification Manual adopted by reference in the Unified Development Code.

COMMUNITY BENEFIT

The community of Schertz benefits from the facilitation of adequate and efficient provision of well designed, well built public infrastructure.

SUMMARY OF RECOMMENDED ACTION

Staff suggests use of the same evaluation criteria in UDC Section 21.4.7.D. typically used for the evaluation of UDC text amendments.

1. The proposed amendment promotes the health, safety, or general welfare of the City.

In order to promote orderly, efficient, and sustainable development, construction design standards should be reviewed and updated from time to time based on improved industry standards, technologic advances, the City's maintenance capabilities and growing body of experience. Also, to promote health and general welfare, the establishment of clear guidelines and standards for well-designed and constructed infrastructure systems is essential.

2. The proposed amendment is consistent with the goals, objectives, and policies of the UDC and the City.

The City's recently adopted Strategic Plan also highlights the city's goals and objectives. Among these are Sustainable Government, Safe and Livable Community, and Infrastructure Investment. Maintaining an up-to-date Public Works Design Guide with clear, appropriate standards established to promote high quality sustainable infrastructure is critical to the health, safety, and welfare of the community. These amendments would achieve these goals and policy values in the Strategic Plan.

3. The proposed amendment corrects an error, meets the challenge of changing conditions, or is in response to changes in state law.

The proposed amendments to the Public Works Design Guide specifically address changing conditions of the fast-developing City and better align requirements considering limitations of state statutes.

4. Other factors which are deemed relevant and important in the consideration of the amendment.

The scheduled public hearing provides the opportunity for the Council to determine other relevant factors.

The Planning and Zoning Commission met on October 2, 2024, held a public hearing, and made a recommendation of approval to City Council with a 7-0 vote. The City of Schertz City Council met on November 12, 2024, and voted to approve

Ordinance 24-S-163 with a 5-0 vote.

RECOMMENDATION

Approve Ordinance 24-S-163.

Attachments

Ordinance 24-S-163 With Attachments

PW Design Guide Update Presentation

ORDINANCE NO. 24-S-163

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, AMENDING THE PUBLIC WORKS SPECIFICATIONS MANUAL WHICH IS ADOPTED BY REFERENCE IN PART III SCHERTZ CODE OF ORDINANCES, THE UNIFIED DEVELOPMENT CODE

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

WHEREAS, the Public Works Specifications Manual is adopted by reference in the UDC Section 21.1.11; and

WHEREAS, City Staff has reviewed the Current Public Works Specifications Manual and have recommended certain revisions and updates to the manual; and

WHEREAS, on October 2, 2024, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council of approval; and

WHEREAS, on October 23, 2024, a legal notice of a public hearing before City Council was published in the San Antonio Express News; and

WHEREAS, November 12, 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 are in the interest of the public safety, health, and welfare.

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

Section 1. The Public Works Design Guide portion of the Public Works Specifications Manual 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 12th of November, 2024

APPROVED and ADOPTED ON FINAL READING, the ____ of _____,
2024

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

(city seal)

EXHIBIT A
AMENDED PUBLIC WORKS DESIGN GUIDE

PUBLIC WORKS DESIGN GUIDE



Public Works Design Specifications

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SECTION 1 – GENERAL**1.1 PURPOSE AND SCOPE**

- A) Every subdivision or development which requires the installation of private or 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 the City of Schertz Code of Ordinances, Unified Development Code (UDC), Public Works Specifications Manual, or any other codes or manuals of the City pertaining to the construction and installation of the improvements are met. All public infrastructure construction plans shall be submitted and approved in accordance with the Unified Development Code Sec 21.4.15.
- B) The purpose of this design manual and specifications is to establish standard principles, criteria, and practices for the design of infrastructure and to protect and preserve the public welfare. The design factors, coefficients, formulas, and procedures described in this document are intended to serve as guidelines for the solution and design of infrastructure.
- C) Ultimate responsibility for the actual design remains with the design engineer. Applicability of the Design Guide Standards are subject to determination by the City Engineer or his/her designee.

1.2 APPEAL

- A) Any departure from this manual must be approved by the City Manager or his/her designee, provided:
 - 1) It is not detrimental to the public welfare.
 - 2) It meets the requirements of the UDC or has an approved deviation.
 - 3) It is based upon an engineering study performed by a Professional Engineer registered in the State of Texas.

SECTION 2 – REQUIRED SUBMISSIONS OF PLANS**2.1 PLAN REQUIREMENTS**

- A) PDF copy of plans and profiles for streets, alleys, sidewalks, water, sewage, and drainage shall be submitted, and bear the signature and seal of a Professional Engineer, registered in the State of Texas.
- 1) Construction plans shall be submitted to the City Engineer prior to or concurrently with a development application as indicated in the UDC.
 - 2) Any set over 4 pages should include an index sheet. The preferred size of construction plans is 22" x 34" or 24" x 36" sheets (half sized plans will be 11" x 17").
 - 3) Plans must use and reference City of Schertz standard details.
- B) The following are typical plans to be submitted. Each set of plans and what is contained in that set will be dependent upon the project scope.
- 1) Front end sheets should contain a cover sheet, index and quantity sheets, and City of Schertz General notes, project layout, and an Overall Utility Plan.
 - 2) Streets and alleys will be shown in plan and profile sheets and cross-section sheets. Provide a plan sheet showing typical existing and proposed street sections detail with the proposed pavement width, type, thickness, and crown; the proposed curb or gutter type, location in relation to curbs and property lines, the proposed sidewalk dimensions, and location in relation to curbs and property lines, and the proposed parkway grading slopes. This information shall be given for each of the different types of streets and alleys in the subdivision.
 - 3) Drainage channels, storm drain, and culverts will be shown in plan and profile sheets. Large drainage channel projects will include cross section sheets. Construction details of all drainage structures, including dimension, reinforcing and components, such as grates and manhole covers. Hydraulic grade line (HGL) will be indicated on profile. Drainage plans shall address interim (i.e. "during construction") and final drainage plan.

- 4) If detention ponds or water quality ponds are part of the development or project, a plan indicating dimension, grading, outlet design, downstream protection, and stage-storage-discharge tables should be included.
- 5) Plans for erosion and sedimentation controls during construction shall be included as part of the construction plans and be in compliance with the Texas Pollutant Discharge Elimination System (TPDES) permitting requirements and specifications established by the City Manager or his/her designee. All land disturbing or land filling activities or soil storage shall be undertaken in a manner designed to minimize surface runoff, erosion, and sedimentation and to safeguard life, limb, property, and the public welfare.
- 6) Grading plan will include slab elevations, existing and proposed contours, retaining walls, spot elevations, and shall indicate drainage for all lots in the subdivision. Grading plans must include specific paths for the direction of drainage flow away from the building pads or the lots, as well as all trees to be preserved within the limits of construction. In addition, whenever drainage flow will impact existing developed land (residential, retail, or industrial), grading plans must show how the adjacent land will be impacted and how the adverse impact will be mitigated.
- 7) Retaining walls over four (4') feet (measured from the bottom of the foundation to top of the wall), or as required by other applicable City adopted code, require plans signed and sealed by a registered Professional Engineer registered in the State of Texas. Any retaining walls located on slope or retaining supercharged soils may require plans signed and sealed by a registered Professional Engineer registered in the State of Texas at the discretion of the City Engineer or his/her designee.
- 8) Utility plans for water mains less than twelve (12") inches in size will require plan sheets with associated details. Utility plans for water mains twelve (12") inches and greater will require plan and profile sheets. Section details only required at critical crossings of infrastructure. The City Engineer or his/her designee may waive this requirement or may require plan and profile sheets for smaller diameter lines in special circumstances.
- 9) Utility plans for sanitary sewers will require plan and profile sheets, and associated details.

2.2 ENGINEERING REPORTS

- A) In addition to the plans, the following reports are to be submitted for review by the City Engineer or his/her designee. Except for the pavement design and SWPPP, these items should be submitted at the time of appropriate development application and updated for and prior to final plat, site plan, and construction plans approval. Pavement design shall be completed prior to final plat, site submittal, or construction plan submittal.
- 1) Geotechnical Engineering Report for pavement design.
 - 2) Traffic Impact Analysis (TIA) as indicated in the current UDC.
 - 3) Storm Water Management Plan Report (SWMP)
 - 4) Storm Water Pollution Prevention Plan (SWPPP)
 - 5) Engineering Design Report for the water system
 - 6) Engineering Design Report for the wastewater system
- B) The content and level of detail of the reports shall be as described in this manual, or as determined by the City Engineer or his/her designee. Format of submittal is a PDF file of each document.

2.3 PLAN SHEETS

- A) In general, plan sheets should be oriented with north pointing up, left, or right on the sheet, with proper consideration given to existing and proposed conditions.
- All plans shall require a scale, north arrow, and date. The preferred scale for plan view sheets is 1" = 20' or 1" = 40' or 1" = 50'. Deviation to the preferred scale may occur with the approval of the City Engineer or his/her designee.
- B) A minimum of two benchmarks shall be established on and set to NAD 1983 State Plane Texas South Central FIPS 4204 feet coordinates and NAVD 1988 datum.
- C) Plans sheets should include all pertinent property and right-of-way information, existing easements, proposed easements, topographical features, notes, and callout necessary for design and construction.

2.4 PLAN AND PROFILE SHEETS

The plan and profile sheets should, at the minimum, include the following:

- A) All plans shall require a scale, north arrow, and date. The preferred scale for profile view sheets is 1" = 20' or 1" = 40' or 1" = 50' horizontal and 1" = 5' or 1" = 10' vertical. Deviation to the preferred scale may occur with the approval of the City Engineer or his/her designee.
- B) A minimum of two benchmarks shall be established on and set to NAD 1983 State Plan Texas South Central FIPS 4204 feet coordinates and NAVD 1988 datum.

Indicate the location, description and elevation of benchmarks, the top of curb grade at each curb return; the centerline grade at each end and at each fifty (50') foot station of alleys and drainage ditches; the gradient of each tangent grade and the location and length of each vertical curve; the direction of storm drainage flow at each intersection; the flow line elevation of each storm sewer at each point of grade and each end and the intervening gradients.

- C) The profiles of streets, alleys and drainage ditches shall show the natural ground at adjacent property lines and the proposed centerline.
- D) Alignment of each street, alley, crosswalk way and drainage easement showing a beginning and ending station; each deflection angle of the centerline and the station of the point of intersection; the station of the point of curvature and the point of tangency of each curve; the station and angle of intersection of each intersection with another street, alley or drainage easement; the station and radius of each curb return; the location of adjacent right-of-way lines; the location and limits of sidewalks and curbs of each street; the location of each drainage structure; the location and size of all storm sewers; and the location of monuments.
- E) All pertinent property and right-of-way information, easements, topographical features, notes, and callout necessary for design will be shown in the plan view.

2.5 SECTION SHEETS

- A) When required, cross-sections shall be at every fifty-foot (50') station (minimum) drawn at a scale of 1" = 10' horizontal and vertical.
- B) Section will include existing ground and existing utilities, and proposed finish ground and proposed utilities, right of way and easement limits.

SECTION 3 – STREET REQUIREMENTS**3.1 GENERAL**

- A) Plans for streets, alleys, sidewalks, and crosswalk ways shall be prepared in accordance with Public Works Specification Manual as well as the City's Master Thoroughfare Plan.
- B) Any street design element not specifically addressed in this document shall be designed in accordance with:
 - 1) Latest edition of Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO).
 - 2) Latest edition of Highway Design Division Operations and Procedures Manual and the Standard specifications for Construction of Highways, Streets and Bridges, Texas Department of Transportation (TXDOT)
 - 3) Latest edition of Texas Manual on Uniform Traffic Control Devices for Streets and Highways (TMUTCD)

3.2 PAVEMENT DESIGN

- A) The City allows both flexible and rigid structures, as defined by the American Association of State Highway and Transportation Officials (AASHTO). Pavement design shall be based upon a geotechnical analysis of the project conditions, upon AASHTO design methods, and shall be designed by a Professional Engineer registered in the State of Texas.
- B) Performance. Service life has been defined as the anticipated number of years that a pavement will be functionally and structurally acceptable with only routine maintenance. Flexible Pavements shall be designed for a 20-year service life; Rigid Pavements shall be designed for a 30-year service life.
- C) Design Traffic Levels. Traffic load for the pavement design will be based upon the expected cumulative 18-Kip equivalent single axle load (ESAL) for the pavement's service life. A table of minimum values is shown below, but a pavement designer may increase the expected ESALS based on the results of a traffic study, or other unique situations as determined by the City Engineer or his/her designee.

Table 3.2A				
Flexible Pavement Design Parameters				
	18-kip ESAL	Reliability Factor, %	Std Dev	Serviceability Po/Pt
Arterials	3,000,000	90	0.45	4.2/2.5
Collectors	2,000,000	90	0.45	4.2/2.5
Local Type	1,000,000	70	0.45	4.2/2.0
Alleys/Low volume Private Streets/Fire Lane	100,000	70	0.45	4.2/2.0
Rigid Pavement Design Parameters				
	18-kip ESAL	Reliability Factor, %	Std Dev	Serviceability Po/Pt
Arterials	4,500,000	90	0.35	4.5/2.5
Collectors	3,000,000	90	0.35	4.5/2.5
Local Type	1,500,000	70	0.35	4.5/2.0
Alleys/Low volume Private Streets/Fire Lane	150,000	70	0.35	4.5/2.0

- D) Resilient modulus (MR) is to be determined by the geotechnical engineer.
- E) There are areas within the city limits and surrounding regions with expansive soil, water lenses, and drainage issues. It is expected that the pavement design will address those issues. Swelling soils (soils with a P.I. of 20 or more), may be treated by removal and replacement, or cement soil treatment, or drains/barriers, or combination as determined by a pavement design. Treated subgrade may be used as a structural layer in the pavement design.
- F) Minimum thickness for hot mix asphalt concrete surface layer is three (3") inches compacted depth. Minimum thickness for treated subgrade layer is six (6") inches.
- G) Minimum structural numbers will be as follows. These values are minimums, and actual values used in design will account for the design criteria above.

Table 3.2B		
Structural Number		
Level Roadway conditions		
Street Classification	Minimum	Maximum
Arterial	3.80	5.76
Collector Street	2.92	5.08
Local/Residential	2.58	4.20

3.3 STREETS LAYOUT

- A) Adequate streets shall be provided by the Developer and the arrangement, character, extent, width, grade, and location of each shall conform to the City's Master Thoroughfare Plan and shall be considered in their relation to existing and planned streets, to be served by such streets, and to the topographical conditions. The location and type of traffic control device to be installed by the Developer or the City of Schertz shall be indicated on the plans. This shall include the proposal of all Stop, Yield, Speed, Parking and Movement Series signs and other devices in accordance with TMUTCD. The design of location of intersections shall take into account intersection site distance per AASHTO requirements. This specifically shall be utilized for location of intersections in relation to curves and cutbacks to prevent the location of sight barriers including signs, fences, and landscaping. See Tables 3.3G below.
- B) The following specifications are required minimums. The analysis of supporting subsurface soils is to be determined and thickness of pavements to be designed by the Developer. Substitutes for street geometric or pavement thickness design shall not be less than the minimum design requirements. The minimum horizontal curve radii and vertical curves shall be assigned considering the service of the facility and the conditions of the location of the street in relation to existing and proposed features.
- C) **STREET GEOMETRICS**
- 1) The following specifications are required minimums. They are not to be substituted as street geometric or pavement thickness design. The geotechnical borings and analysis of supporting subsurface soils is to be completed by the Developer and the design of the pavement structure shall be signed and sealed by a Professional Engineer registered in the State of Texas. Flexible and rigid pavements shall be designed for a twenty (20) year and thirty (30) year service life respectively. The minimum horizontal curve radii shall be designed considering the conditions of the location of the street in relation to existing and proposed features.

Table 3.3A Principal Arterials (Design Speed – 45 mph)	
Minimum right-of-way width	120-130 feet
Minimum pavement width (not including curb and gutter)	48 feet
Minimum horizontal curve radius	1200 feet
Minimum tangent between reverse curve	200 feet
Grades	Flexible Pavement 1% - 5% Rigid Pavement 0.5% - 5%
Daily Traffic Volume Limit (vehicles per day)	>34,000

Table 3.3B Secondary Arterials (including Secondary Rural Arterials) (Design Speed - 45 mph)	
Minimum right-of-way width	90 feet
Minimum pavement width (not including curb and gutter)	48feet
Minimum horizontal curve radius	750 feet
Minimum tangent between reverse curve	200 feet
Grades	Flexible Pavement 1% - 5% Rigid Pavement 0.5% - 5%
Daily Traffic Volume Limit (vehicles per day)	34,000

Table 3.3C Collectors (Design Speed – 30 mph)	
Minimum right-of-way width	70 feet
Minimum pavement width (not including curb and gutter)	38 feet
Minimum horizontal curve radius	400 feet
Minimum tangent between reverse curve	100 feet
Grades	Flexible Pavement 1% - 7% Rigid Pavement 0.5% - 7%
Daily Traffic Volume Limit (vehicles per day)	10,000

Table 3.3D Local Type Commercial/Industrial (Design Speed – 30 mph)	
Minimum right-of-way width	60 feet
Minimum pavement width (not including curb and gutter)	39 feet
Minimum horizontal curve radius	400 feet
Minimum tangent between reverse curve	100 feet
Grades	Flexible Pavement 1% - 7% Rigid Pavement 0.5% - 7%
Daily Traffic Volume Limit (vehicles per day)	5,000

Minimum right-of-way width	50 feet
Minimum pavement width (not including curb and gutter)	27 feet
Minimum horizontal curve radius	100 feet
Minimum tangent between reverse curve	50 feet
Minimum Grade	Flexible Pavement 1% - 7% Rigid Pavement 0.5% - 7%
Daily Traffic Volume Limit (vehicles per day)	1,000

- 2) Non-residential marginal access streets shall have a right-of-way width of at least fifty (50') feet and a pavement width of at least thirty (30') feet. Safety lanes shall have a right-of-way of at least thirty (30') feet and a pavement width of at least twenty-four (24') feet. All streets, alleys, non-residential driveways, and non-residential drive aisles shall have a minimum pavement width of twenty-four (24') feet.
- 3) Pavement Crown shall have a cross slope of 2% percent.
- 4) As allowable by State Law, the Developer shall be responsible for construction of pavement width and right-of-way dedication of streets forming part of the boundary of the subdivision adjacent as follows:
 - a) New adjacent collector or residential access streets shall conform to the specifications of this section.
 - b) Where the proposed subdivision abuts upon an existing minor arterial street or half street that does not conform to the specifications of this Section, the Developer shall be required to make the necessary dedication and improvements in conformance with the current UDC or any other applicable code of the City as allowable by State Law. With regard to paving the adjacent street, the City reserves the right to waive all or a portion of this requirement. In considering such waiver, the following factors shall be considered by the City:
 - 1) Current condition of the roadway.
 - 2) Current daily traffic on roadway.
 - 3) Estimated additional daily traffic from proposed subdivision.
 - 4) Total cost for widening roadway
 - 5) Ability of City to finance road widening in the next several years

- 5) “Broken-Back” or compound curves shall not be permitted unless approved by the City Engineer or his/her designee. Reverse curves may be used provided due consideration for safe sight distance, has been shown.
- 6) Transitional Curves may be used where comfort and safety of the motorist will be enhanced.
- 7) Combination of horizontal and vertical curves shall be permitted provided sufficient sight distance is available for safe operation. Generally, horizontal curvature should be introduced on the upgrade of the vertical curve.
- 8) Superelevation of road is permissible when minimum horizontal curves are unattainable and when approved by City Engineer or his/her designee. Design of superelevation will follow standard engineering practices and the TXDOT Roadway Design Manual.
- 9) Before any pavement is laid to widen existing pavement, the existing pavement shall be cut back two (2’) feet on each side to assure an adequate sub-base and pavement joint.

D) PROPERTY LINE AND CURB RETURNS

At each intersection the curb and the property line at each block corner shall be rounded with a radius, R, varying with the interior angle as specified in the following table:

Table 3.3F Minimum Radii for Curb Returns (CR) and Property Line Returns (PLR) Street Intersections										
Interior Angles in Degrees	Two Local		Local and Collector		Two Collector		Local/Collector with Arterial		Two Arterial	
	CR	PLR	CR	PLR	CR	PLR	CR	PLR	CR	PLR
150-45	15	5	15	6	20	10	25	15	25	15
145-40	15	5	15	6	20	10	25	15	25	15
140-135	15	5	15	6	20	10	25	15	30	20
135-125	15	5	15	6	20	10	25	15	35	25
125-85	15	5	15	6	20	10	25	15	30	25
85-75	20	10	20	11	25	15	30	20	50	40
75-65	25	15	25	16	30	20	35	25	80	70
65-55	30	20	30	21	35	25	40	30	90	80
55-45	35	25	35	26	40	30	45	35	110	100
45-00	35	25	35	26	40	30	45	35	150	140

E) INTERSECTIONS

- 1) The preferred angle of intersection is ninety (90) degrees. Allowance for non-perpendicular intersecting angles between eighty (80) degrees and one hundred (100) degrees will be made on a case-by-case basis.
- 2) The following minimum sight distances shall be provided for a safe stopping and intersection operations. Development design shall be based upon actual conditions and speeds.

Street Classification	Sight Distance
Principal Arterial	300 ft.
Secondary Arterial and Secondary Rural Arterial	300 ft.
Collector Street	250 ft.
Local	200 ft.

- 3) The “sight triangle” at an intersection is that portion of a property over which motorists must see to safely judge and execute a driving maneuver into the intersection and onto the street. The distance to the approaching motorist is the “intersection sight distance”, which is one leg of the sight triangle.

The length of the required intersection sight distance shall be based on AASHTO Policy on Geometric Design of Highways and Streets. The driver’s eyes are considered to be three and one-half (3.5’) feet above pavement, and the object is considered to be four and one-half (4.5’) feet above pavement.

This applies to intersections of two (2) or more streets as well as junctions of driveways and streets.

- 4) Landscaping and Signing: No signs, walls or fences shall be placed in the median area other than approved traffic control devices unless approved by the City Engineer or his/her designee. No trees, shrubs or other ground cover shall be placed in the median, which will obstruct the driver’s sight distance. The area enclosed by the sight triangle must be free of visual obstructions.

- 5) At “T-intersections”, the minimum intersection offsets are one hundred twenty-five (125’) feet between center lines of local streets.

In the case of collector-street intersections, this offset shall not be less than two hundred (200’) feet or the minimum distance required to allow for left-turn storage between intersections, whichever is greater. The distance between intersection offsets is measured from the center line intersection of one intersecting roadway and the centerline intersection of the next intersecting roadway, measured along the centerline of the intersected roadway.

- 6) Right turn deceleration lanes shall be required when the daily entering right-turn traffic volume a peak hour volume greater than 50 vehicles per hour (VPH) and the approaching design hourly volume in the adjacent outside lane exceed five hundred (500) vehicle trips; at street and driveway intersections in TxDOT right-of-way at the option of TxDOT; or where unsafe conditions such as limited sight distance, high travel speed, uneven grade, etc. may exist, as determined in a TIA. Minimum turn lanes width is eleven (11’) feet.
- 7) Left turn lanes shall be required at all median openings on collector and arterial streets; at all driveways or streets with an average daily entering left-turn traffic volume of five hundred (500) vehicle trips; at street and driveway intersections in TxDOT right-of-way at the option of TxDOT; or where unsafe conditions such as limited sight distance, high speed, uneven grade, etc. may exist, as determined in a TIA. Minimum turn lanes width is eleven (11’) feet.
- 8) Turn lanes should accommodate the anticipated deceleration length and storage determined for the intersection. Lengths at signalized intersections should be determined in a TIA. Lengths at non-signalized intersections should be determined by the equation or below.

$$L = (V/30) \times 2 \times S$$

Where: L is storage length (ft), V is turning vehicles per hour, S is queue storage length in feet per vehicle (25).

The following table is a table of minimums values for storage and deceleration; taper length may be considered part of the deceleration length. Preferred taper design is symmetrical reverse curve, per AASHTO.

Speed (mph)	Deceleration Length (ft)	Taper Length (ft)	Storage Length (ft)	
30	160	50	100	100
35	215	50	100	100
40	275	50	100	100
45	345	100	100	100
50	425	100	100	100
55	510	100	100	100

- 9) Site design shall take into account appropriate throat length for driveways and intersections for safe and efficient traffic operations for entry to and within the site.

F) VERTICAL CURVATURE

A gradual transition from one roadway grade to another shall be accomplished by means of a vertical parallel curve connecting two (2) intersecting tangents. The minimum length of vertical curve shall be computed from the following formula and table.

$$L = KA$$

Where: L = the length of vertical curve in feet, K = a constant related to sight distance and geometry of a parabolic curve (See Table 3.3H),
A = the algebraic difference in grades in percent.

Street Classification	"K" Crest Curves	"K" Sag Curves
Principal Arterial	70	60
Secondary Arterial	70	60
Collector Street	55	55
Local	30	40

G) CURB AND SIDEWALK REQUIREMENTS

1) PUBLIC CURB

- a) With the exception of rural arterials, curb or curb and gutter shall be installed on all existing or proposed streets forming the boundary of the subdivision and internally on streets.
- b) All curb or curb and gutter shall be non-reinforced unless otherwise stated. Cold joints shall be steel reinforced.

2) PUBLIC SIDEWALK

- a) Sidewalks: A sidewalk or multiuse path, in accordance with the City's Master Thoroughfare Plan sections, meeting all requirements of the American Disability Act shall be required. All corner lots shall have such sidewalks on both the front and sides thereof. Concrete sidewalks having a width of not less than five (5') feet (or six (6') feet if abutting back of curb) and thickness of not less than four (4") inches shall be constructed on each side of each street within the subdivision. All curb ramps shall have a minimum thickness of six (6") inches. Said sidewalks shall allow for a minimum three (3') foot greenbelt behind back of curb, shall be one (1') foot inside of the right-of-way and shall extend along all street frontages, including the side of corner lots and block ends. Modifications to this standard are subject to approval by the City Engineer or his/her designee.
- b) Where a new section of sidewalk is to connect with a sidewalk or concrete hike and bike trail previously constructed, or abuts on the curbing, an expansion joint must be made and filled as above. Reinforcing bars shall extend ten (10") inches beyond the expansion joint and the ends shall be wrapped with building paper so that the ten (10") inches shall not be bonded to the concrete. Approved types of slip joints may be used in place of wrapping ends of bars. When wire mesh reinforcing is used, three - 3/8" round smooth dowel bars not less than eighteen (18") inches in length, installed as specified above for bar reinforcing, shall be provided at each expansion joint.
- c) Concrete shall have a minimum compressive strength of four thousand (4000) pounds per square inch at twenty-eight (28) days. Concrete will conform to material and proportion requirements for the concrete of Section 02751 of the Schertz Construction Specifications. Concrete, which has partially set, shall be disposed. All tests for ingredients and concrete shall be made in accordance with the applicable methods of tests of the American Society for Testing Materials (ASTM).
- d) Sidewalks, curb ramps and crosswalks shall conform to all ADA requirements mandated at the time of construction. They shall have a monolithic finish and shall be floated and troweled to a uniform smooth surface, then finished with a fine-haired brush or wood float so as not to be left with a slick or glossy finish.

- e) The completed sidewalks and drive approaches shall be cured in accordance with good engineering practices as approved by the design Engineer.

3) MEDIANS

- a) The minimum width of a raised median is a function of purpose.

Table 3.3J RECOMMENDED MEDIAN WIDTHS (FOC TO FOC)		
Function	Minimum (feet)	Desirable (feet)
Separation of Opposing Traffic	4*	6*
Pedestrian Refuge and Space for Traffic Control	6*	16
Left-Turn, Speed Change and Storage	14	16
Crossing/Entering Vehicle Protection	20	23
U-Turns, Speed change and Storage	20	23
Channelized: "T", Speed Change and Storage	25	23-30
*Cannot accommodate left-turn lanes, hence, such turns must be made from the through lanes.		

Source: City of Austin, Department of Public Works and Transportation Based on ITE, Guidelines for Urban Major Street Design

- b) Raised median openings shall be at least twenty (20') feet wider than the width of driveway which they are serving, with a minimum width of sixty (60') feet.
- c) Minimum separation distance between raised median openings on local roads should be based on functionality and proximity to street intersections; no closer than one hundred twenty-five (125') feet. Minimum separation distance between raised median openings for collector and arterial streets, measured nose to nose, should provide sufficient storage and deceleration length for the rate of speed on the through traffic road.

H) ALLEYS

- 1) Alley right-of-way minimum shall be [twenty-four (24') feet wide and paved, see Section 21.14.4] in the UDC. Eight (8%) percent is the maximum sustained grade for an alley and shall not exceed three hundred (300') feet. Concrete pavement shall be a minimum of six (6") inches in depth – 4000 psi in commercial alleys and a minimum of five (5") inches in depth – 3000 psi in residential alleys. Alleys shall be designed based on a one hundred (100) year frequency to carry storm water from only the lots within the block abutting the alley.
- 2) Intersecting Alleys: Where two (2) alleys intersect or turn at right angle, a cutoff of not less than ten (10') feet shall be provided along each property or easement line.
- 3) Dead-end Alleys are not permitted.

I) DRIVEWAYS AND APPROACHES

- 1) Driveways shall be designed as a "lay-down" curb or curb and gutter or a straight driveway section. The driveway width at the property line shall not be greater than the width approved by the City Engineer or his/her designee.
- 2) Residential driveways ten (10') feet to twelve (12') feet in width for single, and not more than twenty-four (24') feet for double driveway apron. One (1) curb cut per residential property. Two (2) curb cuts may be allowed for circular if frontage is greater than one hundred (100') feet if approved by the City Engineer or his/her designee. No new residential driveway curb cut on collector or arterial streets will be allowed, unless lot size is greater than one (1) acre, frontage is greater than one hundred (100') feet, traffic study indicates no impact, and maneuvering is done off street for turn-around.

"Back out" driveway access to collector and arterial streets is not allowed.

- 3) Non-residential driveway access width should be between twenty-four (24') and forty (40') feet measured at the right-of-way.
- 4) Non-residential approaches shall have the minimum spacing requirements identified in UDC Article 14.5 Spacing of approaches shall be measured from the start of curve/taper to start of curve/taper along the curb line. If the minimum spacing cannot be achieved, then use of a common access easement will be required for adjacent properties to share drive approaches and minimize the number of drive approaches along collector and arterial streets.

- 5) Minimum distance of an approach from the corner/flare of an intersection shall be one hundred twenty-five (125') feet or the length of the turn lane for the intersection. The distance shall be measured from the curb return or start of taper/curve of the pavement as it widens next to the intersecting street to the edge of the driveway. A lesser distance may be approved by the City Engineer, or his/her designee provided a TIA demonstrates the lesser distance still maintains safe traffic flow on the street and site. If the minimum distance cannot be met, then use of a common access easement will be required.
 - 6) Frontage measured from property line to property line, or from corner/flare of intersection to property line.
 - 7) Drive approaches shall meet all criteria as minor intersection concerning sight distance and stopping distances to ensure a safe facility.
 - 8) Driveway aprons within the City Limits shall be reinforced concrete per City standard details, unless otherwise approved by the City Engineer or his/her designee.
 - 9) The site design shall take into account appropriate throat length for driveways and intersections for safe and efficient traffic operations for entry to and within the site.
- J) FIRE LANES
- 1) A fire lane is interpreted as a private or public, hard-surfaced, all-weather material (asphalt or concrete), driving surface constructed specifically for the use of emergency vehicles.
 - 2) Fire and safety lanes shall meet standards of the UDC Article 14.1.M.
 - 3) Dead-end fire lanes are not permitted, unless approved by the Fire Chief or his/her designee.
- K) CUL-DE-SAC TURNAROUND
- 1) Cul-de-sac turnarounds shall meet the criteria set forth in the UDC Section .14.1.E.
 - 2) "Knuckle" or elbow intersections with bulbs herein and UDC requirements of intersection angles and curb return radii.

L) STREET LIGHTS

Street lights in new subdivisions within the City Limits and the annexed areas of the City shall be in accordance with the UDC Article 14.1.S.

M) STREET MARKERS

- 1) Two street name signs shall be erected at all street intersections in subdivisions for street markers:
 - a) The material of the street name signs, the method of attaching the sign to the post, the details of lettering, painting, and method of installation, as well as the location of the sign at the intersection, shall be in accordance with the specifications on file at the appropriate entity (i.e., City of Schertz, TxDOT, etc.)
 - b) Construction plans shall include layout of all traffic control devices in accordance with the TMUTCD.
 - c) All street signs in a new subdivision within the City limits, including street name, speed limit, stop and yield signs, etc. shall be paid for by the Developer and shall be provided by and installed by the City's Public Works Department in accordance with the Public Works Specifications Manual. Traffic Control Devices shall be installed in accordance with the latest revision of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways. Street signs within TxDOT right-of-way shall be installed according to the appropriate standards by the Developer (as permitted by TxDOT).
- 2) All pavement markings shall be thermoplastic or preformed tape. Follow TMUTCD and TxDOT standards and guidance for marking standards. The following Pavement markings are required
 - a) Arterials: centerline striping, lane lines, turn bay islands, reflective pavement markers, edge lines for non-curbed streets, and bike lanes.
 - b) Collectors: centerline striping, lane striping, edge lines for non-curbed streets, and bike lanes.

N) REMOVING AND REPLACING PAVEMENTS, CURBS, AND GUTTERS, DRIVEWAYS, AND SIDEWALKS

- 1) Scope: The Technical Specifications and Standard Details shall govern for all work necessary to complete the removing and replacement of all types of pavements, curbs and gutters, driveways, and sidewalks as required to complete the project.

- 2) Method of Cutting: The outline of the trench shall be marked on the surface to be cut. The cut shall be made as nearly vertical as possible. The excavated pavement or concrete shall be removed from the site and disposed of by the contractor.
- 3) Asphaltic Pavement: Repair to be five (5') feet on each side wider than ditch excavation. Sawcut shall be vertical and perpendicular to flow of traffic for trenching across street. Any asphalt repair needed more than five (5') feet from the curb and gutter, or edge of pavement will require the asphalt repair limits to extend the entire width of the roadway unless a smaller repair area is specifically permitted by the City Engineer or his/her designee.

3.4 MINIMUM TESTING REQUIREMENTS

A) GENERAL

All materials to be used in subdivision construction shall be subject to testing. The preponderance of testing to be performed in subdivisions is directly related to street construction. A series of laboratory tests normally associated with road and street construction will be required in subdivisions, with said tests being performed by an independent testing laboratory using qualified personnel. The design (or consulting) engineer or his designated representative shall be present at all testing activities. The Developer or his/her designee is responsible for scheduling and payment. The passing test results shall be received prior to commencing additional construction activities and after two (2) days of inactivity on the tested material, new testing may be required.

The Developer shall notify the City at least one (1) week prior to the contractor beginning construction. Contractor shall be required to notify the City a minimum of at least forty-eight (48) hours in advance of all testing being performed.

- B) Sub-grade materials shall be compacted by approved mechanical tamping equipment to an apparent dry density as determined by the ASTM 698 or TEX-114-E compaction test made in accordance with the procedure outlined in the Texas Highway Department Testing Manual. If the material fails to meet the density specified, it shall be reworked as necessary to obtain the density required.
- C) When a fill or embankment is required to achieve the prescribed sub-grade, or structural elevation, such fill shall be placed in uniform lifts covering the entire width of the cross-section. Prior to compaction, the layers shall not exceed a six (6") inch loose lift depth where pneumatic tire rolling is to be used and shall not exceed eight (8") inches in loose lift depth for rolling with

other types of rollers. Each lift shall be compacted to the required density before succeeding lifts are placed. Lifts shall be compacted to not less than ninety-five (95%) percent of the maximum dry density as determined by the ASTM 698 or TEX-114-E compaction test made in accordance with the procedure outlined in the Texas Highway Department Testing Manual

- D) Swelling soils (soils with plasticity index of twenty (20) or more) shall be treated by removal and replacement, or cement or lime soil treatment, or drains/barriers, or combination as determined by a pavement design or other City requirements. Developers must provide the City with lab reports on soil conditions.
- E) Flexible base materials shall be compacted by approved mechanical tamping equipment to an apparent dry density of the total material of not less than ninety-five (95%) percent of the maximum dry density as determined by the TEX-113-E compaction test made in accordance with the procedure outlined in the Texas Highway Department Testing manual. If the material fails to meet the density specified, it shall be reworked as necessary to obtain the density required.
- F) Each course of six (6”) inches or less shall be compacted to full required density before succeeding layers are placed.

Table 3.4A Ratio of Testing	
Subgrade	Minimum 1 per 100 ft. of street (each lift)
Under Curb/Gutter	Minimum 1 per 100 ft. of curb (each lift)
Base	Minimum 1 per 100 ft. of street (each lift)
Embankment (Street)	Minimum 1 per 100 ft. of street (each lift)
Embankment (Berm or Structural)	-1 per lift per 10,000 sq. ft. -1 per lift per 100 ft. berm
Proctors (Moisture-Density Relationship)	
Subgrade (raw) and Embankment	-1 per material type per source, minimum 2 per subdivision (NOT VALID AFTER 1 YEAR)
Note: Testing frequencies double for pavement widths wider than 38'	

Table 3.4B Atterberg Limits & Graduation Hot Mix Control	
Surface Course Design	1 per subdivision
Base Course Design	1 per subdivision
Extraction	2 per day/run minimum – 1 per 500 ton
Densities	1 per 1,000 ft. of street

G) CONCRETE PAVING**1) GENERAL****Plant Certification Required**

Testing shall be as required in City Technical Specification Section 02751. In the event of failures, additional tests will be taken. If excessive rain occurs on a previously tested section, the City shall have the right to order retests as necessary.

- 2) The Developer shall notify the testing lab when tests are to be taken. If it is necessary to retest, such retesting shall be at the Developer's expense. The scope of testing of materials incorporated in subdivision construction is not necessarily limited to those tests outline above. In the event of unusual conditions or factors which may give the City reason to question the quality of the materials in any portion of the subdivision, the City will have the right to order such additional tests as are necessary.
- 3) All testing within these requirements will be performed in accordance with the American Society of Testing Materials (ASTM) latest revision, and/or as elsewhere provided in approved plans and specifications for the subdivision. The City will require all subdivision test reports to be certified by a professional engineer registered in the State of Texas and will further require that the City be furnished with copies for all testing reports.

SECTION 4 – STORM DRAINAGE REQUIREMENTS**4.1 GENERAL**

- A) All drainage facilities (including, but not limited to curb and gutter, inlets, pipes, and channels), shall be designed to intercept and transport runoff from a minimum twenty-five (25) year frequency storm. The drainage system shall also be designed to intercept and convey flows greater than a twenty-five (25) year frequency, up to and including a one hundred (100) year frequency storm within defined rights-of-way of drainage easements. All detention structures shall be designed to contain the one hundred (100) year frequency storm. Peak discharge flows shall not be increased from the pre-development flows for the 2-, 5-, 10-, 25-, and 100- year frequency storm. Channels with drainage areas over one hundred (100) acres or areas within a designated floodplain shall be designed for a one hundred (100) -year storm or a twenty-five (25)-year storm plus freeboard (see Table 4.5E) if that elevation is higher.

- B) Three (3) development conditions shall be analyzed for each development.
- 1) Existing Conditions. This refers to current development conditions in the watershed and on-site. Use as the baseline analysis for determining the impact of development.
 - 2) Proposed Conditions. This refers to existing conditions with the proposed development added. Use to determine if the increased runoff from the proposed development results in an adverse impact to other properties.
 - 3) Ultimate Conditions. This refers to ultimate development conditions within the watershed used to design the drainage facilities. This condition may be used in-lieu of subsection (2) above, to determine if the increased runoff from the ultimate watershed development results in an adverse impact to other properties.

C) RESPONSIBILITY TO ACCEPT STORM WATER

The owner or Developer of property to be developed shall be responsible for the conveyance of all storm water flowing through the property. This responsibility includes the storm water flowing onto the property by any other developed property as well as the drainage naturally flowing through the property by reason of topography. Future upstream development shall be accounted for by assuming ultimate development when sizing drainage systems as specified in this section.

D) POSITIVE OVERFLOW PATHWAYS

Storm water management facilities for local drainage systems will be designed to ensure that a positive overflow pathway is provided to the nearest one hundred (100) year conveyance facility. The overflow pathway must be delineated on a plan that shows all existing structures in the vicinity impacted by the overflow pathway.

E) MAINTENANCE

- 1) Maintenance of publicly owned facilities will be the responsibility of the City. Maintenance of private facilities is the responsibility of the property owner or the community association and must be specified in the maintenance schedule submitted to the City. A maintenance schedule for privately owned facilities must be approved by the City Engineer or his/her designee. along with the approval of construction drawings.

- 2) Authorized personnel from the City may conduct periodic inspections of these facilities and structures. Any required repairs will be consistent with current construction standards. Maintenance issues identified by the City or State during inspections shall be the responsibility of the current owner.

F) DEVELOPMENT

Peak storm water runoff rates from all new development shall be less than or equal to the peak runoff rates from the site's predevelopment conditions for the 2-year, 5-year, 10-year, 25-year, and 100-year design storm events, except as provided in subsection A, above. Discharge from developed property shall mimic other pre-developed discharge flow characteristics as much as possible so as not to cause adverse impact to downstream property.

4.2 FLOOD HAZARDS

- A) New development within the FEMA designated special flood hazard areas will follow the City's Flood Damage Prevention Ordinance, and the requirements of CFR 44.60.3 whichever is more stringent.
- B) New subdivisions having a portion of that subdivision subject to the special flood hazards shall dedicate on the plat a drainage easement fully containing the one hundred (100)- year one (1%) percent annual chance) special flood hazard area. If not already determined, the new subdivision shall determine the base flood elevations of the 100-year event for that portion of the special flood hazard area within the subdivision. This must be based on a certified engineering study survey taking into consideration the full development of the watershed.
- C) Proposed subdivisions shall be reviewed to assure that all such proposals are consistent with the need to minimize flood damage and that all public utilities and facilities such as sewer, gas, electrical and water systems are located, elevated, and constructed to minimize or eliminate flood damage and adequate drainage is provided so as to reduce exposure to flood hazards.
- D) New or Replacement water supply systems and/or wastewater systems shall be designed to minimize or eliminate infiltration of flood waters into the system, discharges from the systems into flood water, and to require on-site waste disposal systems to be located above the base flood elevation so as to avoid impairment or contamination from them during flooding.
- E) Preservation of the natural floodplain and native vegetation contained therein is encouraged. Understory growth which impedes flow may be

cleared within the bank of watercourses within the proposed development with City approval however, the alteration of natural vegetation or unique features with diameters greater than eight (8") inches is discouraged and shall follow the requirements for tree removal in the UDC Article 21.9.9.H. Lower branches of large trees may be trimmed to provide a vertical clearance of eight (8') feet. The alteration of natural vegetation or unique features within the floodplain of watercourses is discouraged and must be explicitly permitted.

- F) Upon acceptance by the City of Schertz of Public Utilities, Streets and Drainage, it shall be the responsibility of the homebuilder and/or lot owner to maintain all erosion and sedimentation controls to prevent sedimentation onto any public right-of-way and/or adjacent owner's lots. Failure to comply shall result in a stop work order of all construction on lots owned by the landowner or homebuilder.

4.3 STORM WATER MANAGEMENT PLAN

- A) As part of the subdivision platting and construction plan review process, an analysis of existing drainage conditions and the design of modifications or new drainage facilities is required. The owner of the property to be developed is required by the City Engineer or his/her designee to provide, at the owner's expense and as a condition of approval, a Storm Water Management Plan (SWMP) for the total development area to be ultimately constructed. The SWMP shall be submitted to the City Engineer or his/her designee prior to approval of any construction plans.
- B) CONTENTS OF THE SWMP

The SWMP shall contain all necessary support data, methodologies used in calculations and conclusions. A checklist (at the end of this section) will be used by the City Engineer or his/her designee as a guide during the evaluation of all SWMP reports submitted to the City. The purpose of the checklist is to expedite the review process for both the engineer and the City, and to aid the engineer in the preparation of reports for the City's review.

A storm water management concept plan or preliminary drainage plan should be submitted with master development plan or preliminary plat. The concept plan should detail in concept how runoff and associated water quality impacts resulting from the development will be controlled or managed. It should address the pre, post and ultimate development conditions of the watershed. The plan should be labeled "Concept" or "Preliminary".

The final SWMP should be submitted with all other submittals including but not necessarily limited to, a final plat, minor plat, site plan, grading and clearing permit or building permit. In addition to the information from the preliminary or concept plan, shall include all information required in the final Storm Water Management Plan (SWMP) checklist (at the end of this section), including construction details.

- C) In general, the Final Storm Water Management Plan should contain the following (for details see the checklist at the end of this section):
- 1) The contact information for the owner of the property or properties affected.
 - 2) A vicinity map of the site and affected reach of the outfall channel.
 - 3) On topographic base map, a detailed map of the area and the outfall channel(s) with all pertinent physiographic information, with two (2') foot contours.
 - 4) A watershed map showing the existing and proposed drainage area boundary along with all sub area delineations and all areas of existing and proposed development; indicate locations of all rights-of-way and additional easements/rights-of-way required, flow path to nearest downstream 100-year structure.
 - 5) All hydrologic and hydraulic calculations: specifying methodology and key assumptions used to include a table of discharges at key locations; hydraulic calculations specifying methodology used, assumptions and values of the design parameters.
 - 6) Profiles of the affected channels, including water surface elevations for the specified design frequencies, all existing and proposed bridge, culvert, and pipeline crossings, the location of all tributary and drainage confluences, and the location of all hydraulic structures.
 - 7) Detention basin design calculations, including those used for design of the control structure and construction details.
 - 8) Additional back-water analysis data as described in the checklist.

- 9) Certification by a Professional Engineer registered in the State of Texas that the result of the proposed development will not produce an adverse impact to downstream properties, structures, drainage facilities, and public infrastructure.
- 10) Soils map indicating the type of soil and hydrologic group.
- 11) Maintenance and repair plan for permanent best management practices (BMPs) and a maintenance agreement for on-site storm water management measures.
- 12) Erosion and sediment control plans or A Storm Water Pollution Prevention Plan (SWPPP) including erosion and sediment control plans for construction.
- 13) Additional information as requested by the City Engineer or his/her designee, including but not limited to, digital copies of models and digital copies of detailed drawings (dxf or dwg format).
- 14) Other Environmental Permits as required by local, state, or federal rules.

4.4 WATER QUALITY

- A) Post construction storm water quality will eventually be regulated for the quality of the water discharged. There are currently no quantitative limits for post construction water quality of discharge, however post construction BMPs are strongly encouraged, and consideration should be given to provide suitable designs to not prohibit the retrofitting of facilities to meet future water quality monitoring and discharge needs.
- B) In accordance with the City of Schertz Construction Storm Water Management Ordinance and Section 01410 of the Construction Technical Specifications, no person shall be granted a Grading and Clearing Permit or Construction Permit for land-disturbing activity without the approval of a Storm Water Pollution Prevention Plan (SWPPP) report and plans.
 - 1) The SWPPP follow the requirements of the Construction Storm Water Management Ordinance and shall include:
 - a) Each application shall bear the name(s) and address(es) of the owner or Developer of the site and of any consulting firm retained by the applicant together with the name of the applicant's principal contact at such firm, and the designated operator as defined by TPDES General Permit.

- b) A natural resources map identifying soils, forest cover, and resources protected by the local, state, and federal regulations.
 - c) A sequence of construction of the development site, including stripping and clearing, rough grading, construction of utilities, infrastructure, and buildings, and final grading and landscaping. Sequencing shall identify the expected date on which clearing will begin, the estimated duration of exposure of cleared areas, areas of clearing, installation of temporary erosion and sediment control measures, and establishment of permanent vegetation.
 - d) All erosion and sediment control measures necessary to meet the objectives of the City's regulations throughout all phases of construction and after completion of development of the site. Depending upon the complexity of the project, intermediate plans may be required at the close of each season.
 - e) Seeding mixtures and rates, types of sod, method of seedbed preparation, expected seeding dates, type and rate of lime and fertilizer application, and kind and quantity of mulching for both temporary and permanent vegetative control measure.
 - f) Provisions for maintenance of control facilities, including easements and estimates of the cost of maintenance, dust control and cleaning, stockpile protection, etc.
- 2) Major amendments of the SWPPP must be submitted for approval.
 - 3) In addition to the report, appropriate details, and instructions to be included with the construction plan set.
 - 4) Copies of all submittals to the Texas commission on Environmental Quality (TCEQ), including the notice of intent (NOI) and notice of termination (NOT) shall be submitted.

4.5 STORM DRAINAGE DESIGN CRITERIA

A) METHOD OF COMPUTING RUNOFF

- 1) The preferred method for computing storm water runoff shall be a unit hydrograph method such as WinTR-20, WinTR-55, HEC HMS models, or some other method provided it is acceptable to the City Engineer or his/her designee. The Modified Rational Method is not allowed.

- 2) For small urban drainage areas less than fifty (50) acres where hydrographs are not required, for storm sewer inlets, for roadside ditches, for driveway culverts, or for "peak flow only" calculations, the basis for computing peak flow runoff may be the Rational Method. The Rational Method is not allowed for the design or detention ponds nor channels within the FEMA designated special flood hazard area. The Rational method may not be used if the time of concentration exceeds twenty (20) minutes.
- 3) Normal depth channel calculations are permissible for constructed open channels with a uniform geometric cross section where there is no potential for the water surface elevations to be controlled by backwater and the channel is not in a FEMA special flood hazard area.
- 4) Hydraulic calculations for open channels with non-uniform geometric cross sections shall be performed by using the HEC- RAS "River Analysis System" computer models, or other method approved by the City Engineer or his/her designee.

B) TIME OF CONCENTRATION

- 1) Sheet flow, shallow concentrated flow and channel flows are components that need to be considered in the calculation of time of concentration. The following methods are recommended for time of concentration calculation. The total time of concentration (the sum of the three (3) components described below) shall be a minimum of five (5) minutes.
 - a) Sheet flow - flow over plane surfaces based on NRCS method and roughness coefficients for sheet flow. Maximum allowable time is twenty (20) minutes for sheet flow, or a maximum distance of one hundred (100') feet.
 - b) Shallow concentrated flow – Use NRCS method to estimate travel time for shallow concentrated flow.
 - c) Channel flow: Use existing computer models where available or Manning's equation if data is not available. Open channels are assumed to begin where surveyed cross section information has been obtained, where channels are visible on aerial photographs, or where blue lines (indicating streams) appear on USGS quadrangle sheets.

C) RUNOFF COEFFICIENTS

Runoff coefficients (C value) for use in the Rational formula shall not be less than the values shown in Tables 4.5A as appropriate.

Character of Area	Slope			
	Up to 1%	1% to 3%	3 to 5%	Over 5%
Business or Commercial Area (90% or more Impervious), Existing Pavement/Buildings	.95	.96	.97	.97
Densely Developed Area (80% to 90% Impervious)	.85	.88	.91	.95
Closely Built Residential Area and School Sites	.75	.77	.80	.84
Large Lot Residential Area	.55	.57	.62	.64
Average Residential Area	.65	.67	.69	.72
Undeveloped Areas				
Undeveloped and Ultimate Land Use is Unknown	.68	.70	.72	.75
Cultivated or Range (Grass Cover <50% of Area)	.44	.47	.49	.53
Range (Grass Cover <50% of Area)	.37	.41	.49	.53
Forest or Range (Grass Cover >75% of Area)	.35	.39	.47	.52

- 1) In all cases, wet antecedent conditions shall be assumed. Runoff rates shall be computed based on the ultimate development of the entire watershed to the proposed subdivision. For determination of time for concentration, times shall be figured on the basis that there shall be an improved drainage system upstream from the point under consideration.

D) RAINFALL INTENSITY

National Oceanic and Atmospheric Administration (NOAA) Atlas 14 Precipitation frequency data should be used. Tables of rainfall intensity-duration-frequency for the precipitation areas across Schertz are provided in Appendix A of this document. If a site is located within more than one precipitation area, it is acceptable to use the higher intensities for the entire site.

E) NRCS/SCS CURVE NUMBERS

For the NRCS method, the rainfall distribution type III shall be used in the runoff model and shall be in accordance with the San Antonio River Basin standards for analysis. Design rainfalls values listed in Appendix A shall be used for hydrograph calculations. The NRCS/SCS curve numbers adopted for use by the City of Schertz are shown in Table 4.5B. The hydrologic soil groups are listed in the latest version of the United States Natural Resources Conservation Service, "Urban Hydrology for Small Watersheds", Technical Release No. 55 (TR 55), which document is hereby incorporated by this reference. Soil types that relate to the hydrologic soil group may be found in the latest version of the United States.

Natural Resources Conservation Service Soil Surveys for Bexar, Guadalupe and Comal Counties, Texas which documents are hereby incorporated by this reference. Soil types may also be based on a Geotechnical Engineering Report. Alternative curve numbers may be approved by the City Engineer or his/her designee.

Cover Type and Description	Curve Number for Hydrologic Soil Group			
	A	B	C	D
Open Space (lawn, parks, golf courses, cemeteries, etc.)				
Poor condition (grass cover, < 50%)	68	79	86	89
Fair condition (grass cover 50% to 75%)	49	69	79	84
Good condition (grass cover > 75%)	39	61	74	80
Impervious areas				
Paved parking lots, roofs, driveways, etc., (excluding ROW)	98	98	98	98
Streets and roads				
Paved curbs and storm sewers (excluding ROW)	98	98	98	98
Paved open ditches (including ROW)	83	83	89	93
Gravel (including ROW)	76	85	89	91
Dirt (including ROW)	72	82	87	89
Pasture, grassland, or range – continuous forage for grazing, 50%–75% ground cover and not heavily grazed	49	69	79	84
Meadow – continuous grass, protected from grazing and generally mowed for hay	30	58	71	78
Brush – brush-weeds grass mixture with brush the major element > 75% ground cover	30	48	65	73
Woods -- grass combination (orchard or tree farm). CN's shown were computed for areas with 50% woods and 50% (grass/pasture) cover	32	58	72	79
Woods – protected from grazing and forest litter and brush adequately cover the soil	30	55	70	77
Farmsteads -- Buildings, lanes, driveways, and surrounding lots	59	74	82	86

- 1) Percent Impervious Cover. The percent impervious cover for typical land use types (as opposed to lots) in Schertz are presented in Table 4.5C.

Cover Type and Description	Average % Impervious Cover	Curve Number for Hydrologic Soil Group			
		A	B	C	D
Commercial and business	85	89	92	94	95
Industrial	72	81	88	91	93
Residential: 1/8-acre lot or less (townhouses) average lot size	65	77	85	90	92
Residential: 1/ 4-acre average lot size	38	61	75	83	87
Residential: 1/3-acre average lot size	30	57	72	81	86
Residential: 1/2-acre average lot size	25	54	70	80	85
Residential: 1-acre average lot size	20	51	68	79	84
Residential: 2-acre average lot size	12	46	65	77	82

F) DESIGN RAINFALL DISTRIBUTION

- 1) Design Rainfall. A twenty-four-hour rainfall distribution shall be applied for runoff calculations. NOAA Atlas 14 Design Rainfall Values for the precipitation areas across Schertz are provided in Appendix A of this document and should be used for HEC-HMS input. If a site is within more than one precipitation area, it is acceptable to use the higher depth values for the entire site. The lag value for a subarea shall be calculated as 0.6 times the time of concentration. Facilities with watersheds greater than one hundred (100) acres must be designed for the 100-year frequency storm or the 25-year event plus freeboard (see Table 4.5E), unless otherwise stated below.

- 2) Routing of Runoff. Routing of the runoff hydrograph through the channel from one subarea calculation point to the next in the HEC-HMS shall be computed using one of the following methods:
 - a) Overbank/channel storage not significant: use normal depth channel routing.

 - b) Overbank/channel storage is significant: use the Muskingum method where a hydraulic model is not available. Use Modified Puls Storage method where a hydraulic model is available to develop storage/out flow relationship.

- c) Kinematic wave method for channel reaches where inflow from overbank runoff or multiple point sources (Example: storm sewer outfalls) is significant and where hydrograph attenuation is insignificant. Channel routing methodologies currently being applied in the existing HEC-HMS model of the watershed shall not be replaced with a different methodology without approval or direction from the City Engineer or his/her designee.

G) STREETS

1) GENERALLY

- a) Design of streets shall consider public safety and limit potential conflicts between storm water conveyance, traffic, parking, pedestrian access, ADA requirements, and bicycle traffic.
- b) Streets and associated drainage facilities, draining a watershed greater than one hundred (100) acres must be designed for the 100-year frequency storm.
- c) Streets may be used for storm water drainage only if the calculated storm water flow does not exceed the criteria herein and/or the velocity does not exceed ten (10') feet per second.
- d) Where streets are not capable of carrying storm water, as outlined above, inlets or curb openings discharging to drainage channels or storm sewers shall be provided. Partial flow past the inlet will be allowed when the capacity of all downstream street systems can accommodate the flow.
- e) Street width shall not be widened beyond the width as determined by the street classification for drainage purposes.
- f) Storm water conveyance on streets shall be designed to account for the cumulative impact of peak flows and runoff volumes on the system as the storm water progresses downgrade.
- g) Curb cuts for driveways on all streets shall be designed for compatibility with the storm water conveyance function of streets.

H) CHANNELS

- 1) This section addresses proposed improvements or modifications to drainage channels and watercourses required to convey storm water runoff from or through the proposed development.
- 2) Except as authorized by a development plan approved by the City Engineer or his/her designee, no person shall place or cause to be placed any obstruction of any kind in any watercourse. The owner of any property within the city, through which any watercourse may pass, shall keep the watercourse free from any obstruction not authorized by a development plan.
- 3) CHANNEL MODIFICATIONS
 - a) Modifications to existing watercourses or newly created open channels may be designed as earth channels, sod channels or as concrete lined, or otherwise hard armored channels. Liners other than sod or concrete which enhance the aesthetics or habitat value of the watercourse, and which reduce future maintenance requirements are encouraged. Preliminary planning for the applicability of other channel liners shall be reviewed with the City Engineer or his/her designee prior to the submittal of construction plans for approval.
 - b) Runoff that results from upstream development and is discharged to an unimproved waterway can cause flood damage to properties adjacent to the waterway. Natural undeveloped waterways do not receive regular maintenance. Design of natural waterways shall take into consideration fluvial geomorphologic principles and practices. Consulting engineers and development review officials shall work to resolve potential downstream impact issues.
- 4) Design of new channels or alterations to existing channels shall consider future maintenance requirements. A maintenance schedule for any private channel shall be submitted to and approved by the City Engineer or his/her designee prior to approval of construction plans. Maintenance requirements of concrete channels consist of de-silting activities, prevention of vegetation establishment in construction joints, and repair of concrete as necessary. Maintenance of earthen channels includes regular observation and repair, as necessary, of erosion, scouring, and removal of silt deposits, as necessary to maintain design parameters. Developers shall be responsible for maintaining newly planted channels until

coverage is established throughout eighty- five (85%) percent of the area. This area shall include slopes, floor, and any attendant maintenance easement. New earthen channels shall be planted with drought resistant, low-growth, native species grasses, which will allow unobstructed passage of floodwaters. Johnson grass, giant ragweed and other invasive species shall not be allowed to promulgate in channels. Suggested species shall include, but not be limited to, common bermuda, buffalo grass, side oats grama, seep muhly, little bluestem, and Indian grass. Mowing frequencies vary with the vegetation growth rates but is required when the grass exceeds the design roughness coefficient of the channel.

- 5) Planned multiple use of a watercourse is allowed (e.g. bike paths or greenbelt). If multiple use of the watercourse is to be incorporated, the applicant shall form a community association that shall assume maintenance responsibility for private amenities. The appropriate government agency will be responsible for maintenance of public amenities. The applicant shall provide overlay easements for public or private use.
- 6) Table 4.5D shall be used to determine maximum permissible channel velocity.

Table 4.5D Velocity Control				
Velocity	Type Drain Required	Hydraulic Radius	Correction Factor	Max. Permissible Velocity
1 to 6 fps (Maximum Average Velocity = 6 fps)	Grass Lined Channel	0-1 ft	0.8	5 fps
		1-3 ft	0.9	5.5 fps
		3-5 ft	1.05	6.3 fps
		5-8 ft	1.15	6.9 fps
		8-10 ft	1.225	7.35 fps
		Over 10 ft	1.25	7.5 fps
6 to 8 fps	Concrete retards required	N/A	N/A	N/A
8 fps and over	Concrete lining or Drop Structures Required	N/A	N/A	N/A

- a) Where velocities are in the supercritical range, allowance shall be made in the design for the proper handling of the water by the design of energy dissipaters at the outfall, and the lining of the channel, and the inclusion of freeboard.

- b) Ensure that the channel will contain the hydraulic jump (sequent depth) throughout the extent of the supercritical profile. An exception to this criterion is where concrete lined lateral channels discharge down the side slopes of channels. These channels may be designed for normal depth plus freeboard provided velocity controls are established at the main channel flow line.
- c) Ensure that the energy grade of the channel will not result in upstream flooding at existing or proposed lateral facility connections.

7) Retard spacing shall be computed as using the following equations and subject to the Velocity Control standards in Table 4.5D:

$$L = 1.0 \div (S1 - S2)$$

Where: L = Distance required between retards in feet.

S1 = Actual slope of channel in ft./ft.

S2 = Slope of proposed channel for maximum permissible velocity established from Table 4.5F. For example:

$$S2 = [V \div (1.486 * n * R^{2/3})]^2$$

Where:

V = maximum permissible velocity established from Table 4.5F

n = .035, manning's roughness coefficient for grass lined channel

R = area/wetted perimeter

8) Concrete Lined Channels. The design of concrete lined channels shall comply with the following general requirements:

- a) Freeboard consistent with Table 4.5E will be applied to the twenty-five-(25) -year design.

Table 4.5E Drainage Freeboard for Concrete Lined and Earth Channels for 25-Year Storm	
Design Depth of Flow	Required Freeboard
0-5 ft	0.5 ft
Over 5 ft	1.0 ft

- b) From the top of the concrete lining to the top of the ditch, a side slope not steeper than four (4) horizontal to one (1) vertical shall be required; nor shall the slope be less than twelve to one (12:1).

- c) For normal conditions, the concrete lining shall be a minimum of five (5") inches thick and reinforced with No. 3 round bars at twelve (12") inches on center each way. Where surcharge, nature of ground, height, and steepness of slope, etc., become critical, design shall be in accordance with latest structural standards. All concrete lining shall develop a minimum compressive strength of not less than three thousand (3,000) pounds per square inch in twenty-eight (28) days. The depth of all toe downs shall be thirty-six (36) inches upstream, and eighteen (18) inches for side slopes. The City's Engineering Inspector may permit an eighteen (18")-inch toe down in rock sub grade in lieu of the above toe down requirements. The horizontal dimensions of toe downs shall not be less than six (6") inches.
- d) Maximum concrete riprap side slopes shall be one and one-half (1-1/2) horizontal to one (1) vertical, unless soil tests made by a geotechnical engineer show that a greater slope, or a special design, will be stable. Where vehicular traffic may travel within a horizontal distance equal to one-half (1/2) the vertical rise of the slope, a two (2')-foot surcharge load shall be included in the design.
- e) Fencing (or other approved safety barrier) will be required adjacent to the channel where channel vertical wall heights exceed two (2') feet. Fencing or barrier will also be required adjacent to the channel where channel side slopes exceed three to one (3:1) and the channel depth is greater than two (2') feet. The barrier must not cause sight distance problems for motorists.
- f) Easements or rights-of-way for concrete lined channels shall extend a minimum of two (2') feet on both sides of the extreme limits of the channel. "Extreme limits" of the channel shall mean the side slope intercept with the natural ground or proposed finished ground elevation. This two (2') foot space shall be constructed of concrete or some other maintenance free material.
- g) A minimum "N" value of roughness coefficient of 0.015 shall be used in Manning's formula. Recommended "N" are available in Table 4.5F below. For approval to alter, contact the City Engineer or his/her designee.

- h) Channel shall have a bottom width of eight (8') foot minimum with a vehicular access point of seven (7) horizontal to one (1) vertical slope at least every one thousand (1000') feet. For channels less than eight (8') foot bottom width, a fifteen (15') foot wide access road is required adjacent to the channel.

Table 4.5F Manning's Roughness Coefficient "N"	
Channel Description	"N" Value
Concrete Lined Channel	0.015
Grass Lined Channel with Regular Maintenance	0.035
Grass Lined Channel without Recent Maintenance	0.050
Vegetated Channel with Trees, Little or No Underbrush	0.055
Natural Channel with Trees, Moderate Underbrush	0.075
Natural Channel with Trees, Dense Underbrush	0.090
Natural Channel with Dense Trees and Dense Underbrush	0.100
Reinforced Concrete Pipe	0.013
Concrete Box Culverts	0.013
Overbank Description	"N" Value
Pasture	0.035-0.055
Trees, Vegetation, Multiple Fences and Structures	0.060-0.075
Dense Vegetation, Multiple Fences and Structures	0.075-0.090
Pipe	"N" Value
Corrugated Metal Pipe - ½" corrugations	0.024
Corrugated Metal Pipe - 1" corrugations	0.027
Concrete Pipe	0.013

- 9) Vegetated Earth Channels.
 - a) Freeboard consistent with Table 4.5E will be applied to the twenty- five (25)-year design
 - b) No earthen channels will be permitted with less than an eight (8') foot bottom width. All channels not meeting the minimum width shall be concrete channels (see Section 8 above). The side slope shall not be steeper than four (4) horizontal to one (1) vertical.
 - c) Easements or rights-of-way for improved earth channels shall conform to the requirements stated in subsection (d) of this section and shall extend a minimum of two (2') feet on one (1) side and fifteen (15') feet for an access road on the opposite side of the extreme limits of the channels when such channels do not parallel and adjoin an alley or roadway. When such channels do parallel and adjoin an alley or roadway, the easement or right-of-way shall extend a minimum of two (2') feet on both sides of the extreme limits of the channel. Where utilities are installed in the access road of the drainage right-of-way, the right-of-way shall extend two (2') feet on one (1)

side and seventeen (17') feet on the opposite side of the design limits of the channel. These seventeen (17') feet are to provide an access way along the channel with a maximum cross slope of one (1") inch per foot toward the channel. Where designed channel bottoms exceed one hundred (100') feet in width, fifteen (15')- foot extra width shall be provided on both sides of the channel. Interceptor drainage easements shall extend a minimum of two (2') feet on both sides of the extreme limits of the channel.

- d) Channel shall have a bottom width of eight (8') foot minimum with a vehicular access point of seven (7) horizontal to one (1) vertical slope at least every one thousand (1000') feet. For easements crossing streets there shall be an access drive on both sides of the street right-of-way. Improved earthen channels will be vegetated by seeding or sodding. Eighty-five (85%) percent of the channel surface area must have established vegetation before the City of Schertz will accept the channel.
- 10) Channel Bends. Allowance for extra freeboard shall be made when the centerline radius of the channel is less than three (3) the bottom width. Where sharp bends or high velocities are involved, the applicant shall use the following formula for computing the extra freeboard:

$$d_2 - d_1 = V^2 * (T + B) \div (2 * g * R)$$

Where: d_1 = depth of flow at the inside of the bend in feet. d_2 = depth of flow at the outside of the bend in feet.

B = bottom width of the channel in feet.

V = the average approach velocity in the channel in feet per second.

T = width of flow at the water surface in feet.

g = 32.2 feet/second squared.

R = the center line radius of the turn or bend in feet.

- a) The quantity $d_2 - d_1$ divided by two (2) shall be added to the normal depth of flow before adding the required freeboard in calculating required right-of-way widths.
- b) Where sharp turns are used without curved sections, the depth required shall be large enough to provide for all head losses. Allowance shall be made for any backwater head that may result.

- c) For normal design conditions no extra freeboard is required. An accepted rule of thumb to follow is this: Centerline radius of channel should be at least three (3) times the bottom width.
- 11) Trickle Channel. All channels and detention basins with a bottom width of eight (8') feet or greater must have a trickle channel, a minimum of five (5') feet wide, following the centerline to facilitate positive drainage to the outfall or the entire length of the channel.

I) STORM SEWERS

- 1) For all ordinary conditions, storm sewers shall be designed on the assumption that they will flow full under the design discharge; however, whenever the system is placed under a pressure head, or there are constrictions, turns, submerged or inadequate outfall, etc., the hydraulic and energy grade lines shall be computed and plotted in profile. In all cases adequate outfalls shall be provided and the system adequately designed. Show the HGL in the profile.
- 2) No public storm sewers shall be less than twenty-four (24") inches in diameter, and all junctions shall have an access manhole a minimum of five (5') foot in diameter meeting the access criteria in the latest version of the Standard Construction Details and the Technical Specifications. All structures shall conform to the HS-25 loading standard within streets or along any potential vehicle route (including drainage easements)
- 3) Minimum easement widths for storm sewers will be the greater of fifteen (15') feet or six (6') feet on both sides of the extreme limits of the storm sewer width (e.g. the easement width for a three (3) barrel ten (10')-foot wide box culvert with six (6")-inch walls would be $(3 \times 10') + (4 \times 0.5') + (2 \times 6') = 44'$).

J) INLETS AND OPENINGS

- 1) Drop Curb Openings - Where drop curb openings are used to take storm water off the streets and into drains or swales, the length of the curb opening can be calculated from the weir formula using the coefficient of 3.087 in the following formula:

$$L = Q \div (C_w * h^{3/2})$$

Where:

L = the length of drop curb opening required in feet

Q = amount of flow in cubic feet per second (cfs) based on twenty-five-year design frequency

C = 3.087

h = head of weir in feet

Gutter line depressions will be permitted where such depressions will not hinder the flow of traffic. For amount of curb exposure, conform to Texas Department of Transportation San Antonio District Inlet Type I or II.

- 2) Curb or Drop Inlets. Where drop inlets are used, the City standard inlets with adequate reinforcing steel may be used. All other types or designs shall be subject to the approval of the City Engineer or his/her designee. The following formulas for inlet capacity are based on drop inlets in sag points. Inlet capacities on grades will be considered less, the amount of which depends on street grades, deflections, cross slopes, depressions, etc.
- 3) Grate Inlets. The flow of water through grate openings may be treated as the flow of water through a rectangular orifice. The following formula may be used for determining grate capacity:

$$Q = C_o * A * (2 * g * h)^{1/2}$$

Where:

Q = discharge in cubic feet per second

C_o = orifice coefficient of discharge (taken as 0.70)

g = acceleration due to gravity (32.2 ft./sec²)

h = head on the grate in feet

A = net area of the openings in the grate in square feet

This formula gives the theoretical capacity of the grate inlet. Since grate inlets are subject to considerable clogging, capacity of the grate inlet will be taken as one-half (1/2) on the value given by this formula.

- 4) Curb Opening Inlets. The capacity of curb opening inlets will depend on whether or not the opening is running partially full or submerged. If the depth of flow at the curb opening inlet is such as to cause a partially full opening, a weir effect will develop, and the following formula will apply:

$$Q = C_w * L * h^{3/2}$$

Where:

Q = the discharge of capacity in cubic feet per second

C_w = the weir coefficient of discharge (3.087)

L = the length of curb opening in feet

h = the head or depth of water at the opening in feet

If the depth of flow at the curb opening is such as to fully submerge the opening, the orifice effect will develop, and the formula used shall be identical to that given under grate inlets with the exception that the head, h, on the curb opening orifice shall be taken as the depth from the top of the water surface to the center of orifice or opening; one hundred (100%) percent efficiency will be allowed for curb opening inlets. In no case, shall a pedestrian facility be placed in an area to be inundated by water during the design storm event.

- 5) The pedestrian facility should be elevated so as to avoid inundation and adequate railing shall be provided as required per paragraph H.8.e of this section.

K) DETENTION BASINS

For projects with an increased impervious area of greater than 0.1 acres, for all new developments or redevelopment of individual parcels of property, detention basins may be used to mitigate peak flow rates to predevelopment or existing development conditions.

- 1) The maximum allowable outflow rate from the detention facility must be restricted to the flow rate from the undeveloped or existing development tract for the 2-year, 5-year, 10-year, 25-year and 100-year frequencies. Best management practices shall be used in the design of detention facilities in accordance with this section. The timing of the hydrograph released from the detention facility must be checked against the timing of the flow rate in the first open watercourse to prevent any increase in the peak flow rate in the receiving watercourse. For detention basins constructed in-line on an existing watercourse, the creation of the basin shall not increase flood elevations in the channel upstream of the new development boundaries.
- 2) On-site detention facilities must be privately owned and shall be maintained by the community or property owner association or property owner. A maintenance schedule shall be submitted to the City

Engineer or his/her designee prior to approval of construction plans. The City will have the right to do periodic inspections of privately owned and maintained detention facilities to ensure that the maintenance schedule is being implemented.

- 3) Multi-use facilities are encouraged, but not required (multi-use facilities allows for water quality, satisfy TPDES requirements, enhance around water recharge, provide open space, provide recreation or other amenities, and/or provide habitat) and may be utilized so long as the facility meets the standards set forth in subsection (F.1) of this section and does not increase the rate or volume of erosion above that which would result from the use of a facility without multiple uses. The use of multi-use detention facilities to alleviate existing flooding problems, enhance and provide amenities for older neighborhoods, and support the revitalization of economically depressed areas is encouraged in public and private redevelopment initiatives.
- 4) Maximum water depths over six (6') feet will not be allowed without prior approval of the City Engineer or his/her designee.
- 5) Fencing or other approved safety barrier is required when side slopes and total depth meet the criteria specified for channels in paragraph H.8.e. of this section.
- 6) Parking areas may be used as detention facilities provided the depth does not exceed eight (8") inches, and the impounding of storm water does not impact the adjacent buildings.
- 7) Stage- Storage- Discharge tables for basins and associated outlets will be required upon plans and within the SWMP.
- 8) Pumped detention systems will not be an acceptable method of storm water mitigation unless the facility will remain privately owned, operated, and maintained. The City will approve the use of a pumped facility for private use under the following conditions:
 - a) A gravity system is not feasible from an engineering and reasonable economic standpoint.
 - b) At least two (2) pumps are provided, each of which is sized to pump the design flow rate.
 - c) The selected design outflow rate must not aggravate downstream flooding.
 - d) Controls and pumps shall be designed to prevent unauthorized operation and vandalism.
 - e) Adequate assurance is provided that the system will be operated and maintained appropriately on a continuous basis.

- 9) Storm water retention with permanent wet pool systems will not be an acceptable method of storm water mitigation unless the facility will remain privately owned, operated, and maintained. The City will approve the use of a wet pool system for private use under the following conditions:
- f) A gravity system is not feasible from an engineering and reasonable economic standpoint.
 - g) The volume below the discharge invert shall not be considered for detention capacity.
 - h) Mitigation measures must be included in the design of the facility to ensure water quality and prevent nuisances and environmental hazards.
 - i) Facility shall not promote a bird hazard or any other hazard that would negatively impact Joint Base San Antonio (JBSA) or its mission.
 - j) Adequate assurance is provided that the system will be operated and maintained appropriately on a continuous basis.

L) **OUTFALLS/OUTLETS/TRANSITIONS**

If the velocity at an outfall or outlet of a channel, storm drain, or detention pond to an earthen/grass lined channel is greater than six (6') feet per second (fps), provide energy dissipaters or other means to reduce velocity and prevent erosion.

Provide retard spacing and concrete transition length calculations to account for the effect of hydraulic jumps.

Adequate space shall be provided for the transition of flow from a concentrated point to Sheet Flow (to mimic predevelopment conditions) before the discharge leaves the developed Property.

4.6 STORM WATER CHECKLIST

City of Schertz Storm Water Management Plan (SWMP) Checklist		N/A	Complete	Incomplete
A. GENERAL				
1.	Signed, sealed & bound SWMP			
	Introduction & Project description			
	Narrative of existing and proposed hydrology			
	Summary of calculations (indicate methodology and key assumptions, time of concentration calculation, Curve Number and Runoff Coefficient determination)			
	Table of runoff values			
2.	Certification by Engineer that the resulting impact of the proposed development will not produce a significant adverse impact to downstream properties, structures, drainage facilities, and public infrastructure.			
3.	Project Location Map			
4.	Flood Insurance Rate Map (FIRM) with site superimposed			
5.	Grading Plan (As required by City Engineer): Lots grading property according to FHA Lot Grading Type (A, B, C) An upstream watershed no more than the depth of 1 residential lot or 120 feet, whichever is greater, may drain to a platted lot unless an interceptor drain is provided.			
6.	Aerial map: Delineate site boundary, contributing watershed, downstream flow path to 100-year facility, flood plain and floodway location			
B. HYDROLOGY				
1.	Drainage Area Map (to scale) for <u>Existing</u> and <u>Ultimate</u> Conditions			
	Show site boundaries, overall drainage areas and sub- areas, acreage of each of each drainage area, and discharge locations, downstream flow path to 100-year facility			
	Provide Existing & Design time of concentration flow paths with length & slope shown Table of runoff values at key locations			
	Existing and proposed topographic information with maximum two (2) foot contour elevations			
	Flood plain and floodway location, with BFE indicated			
2.	Detailed Q calculations include:			
	<u>Time of Concentration (provide detailed calculations) (NRCS method):</u> Minimum 5 minutes total Overland Sheet – Length, slopes, (max 20 minutes) max 100 feet Shallow Concentrated Flow – Length, slopes Concentrated Flow – Length, slopes, assumed $v > 6$ fps			
	<u>Rational Method:</u> Rational Method for watersheds 0 to 50 Acres, $T_c \leq 20$ minutes, peak flow analysis only, no flow routing required, no floodplain analysis Verify Rainfall Intensities (i) & Runoff Coefficient (C)			
	<u>Unit Hydrograph Method (TR 20 or HEC HMS, etc.):</u> SCS or other Hydrograph Method for larger watershed or flow routing Required (detention pond) SCS curve number, CN value: provide detailed calculations & exhibit Routing Values (if used): Provide detailed calculations			
	<u>Routing Method:</u> Modified Puls or Muskingum Soil Survey Map of area (site delineated, soil type & acreage of each soil group)			

C. HYDRAULICS				
1.	<p>General: For all storm water facilities with drainage area > 100ac, design for Q100 All storm water facilities shall be designed for Ultimate development</p>			
2.	<p>Street Capacity: Local: Q25 contained within curbs, Q100 contained within ROW Collector: Q25 contained within curbs AND one lane shall remain clear Arterial: Q25 within curbs AND one lane in each direction shall remain clear</p>			
	Streets draining a watershed greater than one hundred (100) acres must be designed for the one hundred (100) year frequency storm			
	Velocity <10 fps			
	Street draining to unpaved surface runoff velocity < 6fps			
	Lateral curb opening sized as weir			
3.	<p>Channels: (provide detailed calculations) If Drainage area < 100ac: Q25 plus freeboard If Drainage area > 100ac: the greater of Q100 <u>or</u> Q25 plus freeboard</p>			
	Slope Conveyance Method (Mannings) – for small channels (BW _≤ 20) not floodplain, nor affected by backwater. Provide section of channel indicating normal depth, velocity, Froude number			
	Standard Step Back Water Model (HEC RAS or similar) – for large channels (BW>20'), channels within floodplain, or channels controlled by backwater. Provide plan and profile indicating HGL and EGL			
	<p>Concrete channel: Manning's "n" minimum of 0.015 Hydraulic jump calculations</p>			
	<p>Earthen channel: Appropriate Manning's "n" Velocity < 6 fps</p>			
	Channel bend extra freeboard calculations			
	<p>Turf Reinforcement Matting: 6 fps < Vel < 12 fps If > 12 fps, engineer's report should certify that material is appropriate for velocity. Include manufacturer spec's & installation instructions. Engineer to certify at final inspection that material was installed correctly.</p>			
	<p>Interceptor Channel: Easement width calculation</p>			
	Floodplain Submittal is required if property is within or next to a FEMA designed special flood hazard area			
4.	<p>Storm Sewer Inlet designed for 25-yr capacity</p>			
	<p>HGL/EGL: provide detailed calcs (including junction losses). Show in profiles of pipe EGL: below top of junction box or, if approved by City, specify bolted manhole covers. HGL: below gutter</p>			
	Downstream tail water depth calculation			
	<p>Min storm sewer pipe diameter = 24 inches. Pipe velocity between 2 fps and 12 fps</p>			
5.	<p>Culverts Culvert design for 25-year event unless upstream watershed is greater than 100 acres, then it shall convey the 100-year runoff. Designed according to FHWA HDS-5 Headwater does not overtop road Box culvert, headwalls and wingwalls to conform to TxDOT design standards</p>			
6.	<p>Detention Basins Indicate area to drain to detention basin</p>			

CITY OF SCHERTZ

DESIGN SPECIFICATIONS

	Provide inflow and outflow hydrographs for 2-yr, 5-yr, 10-yr, 25-yr, and 100-yr (proposed, ultimate)			
	Provide required storage for the 2-yr, 5-yr, 10-yr, 25-yr, and 100-yr (proposed, ultimate)			
	Check tailwater conditions on outlet structure			
	Include a stage/storage/discharge table			
	Provide details on outlet structure (invert, sizes, slopes, details on plan sheet) indicate depth per rainfall event.			
	Verify pond height is 6' high or less from toe on downstream side of embankment (existing grade) to the top of the structure. If not, overflow spillway must have capacity for 100% of the ultimate development probable maximum flood (PMF) and TCEQ approval may be required.			
	Modified rational is not accepted			
	Provide maintenance schedule			
	Provide results in tabular format with detailed calculations for allowable/existing, proposed, and ultimate discharges from the structure. Provide Electronic files of model			
7	Outfalls/Outlets/Transitions			
	If velocity > 6fps at transition to earthen channel, provide energy dissipaters or other means to reduce velocity. Provide retard spacing and concrete transition length calculations (hydraulic jump)			
	Receiving facility (street, channel, culvert, etc.) capacity to accept runoff.			
8.	Easements			
	Widths include freeboard and access			
9.	Storm Water Pollution Prevention Plan			
10.	Maintenance agreement/plan			
D. ADDITIONAL ITEMS IF FLOODPLAIN WORK IS PROPOSED				
1.	Narrative Table of Contents and abstract or executive summary Introduction that includes project description and history, location, scope and objective of analysis, previous and related studies that may affect this analysis. Summary, conclusions, vicinity map and recommendations. Include the Impact on the floodplain's Q, WSEL & velocity.			
2.	Provide detailed Hydrology calculations for changes in hydrology or for unstudied stream reach, see SWMP above (with electronic copy of model)			
3.	Provide detailed Hydrology calculations for changes in hydrology or for unstudied RAS or standard step backwater analysis model: 25 year existing and ultimate development condition hydraulic analysis 100 year existing and ultimate development condition hydraulic analysis			
4.	Provide plans and calculations for channel outfalls perpendicular to the floodplain. Channel outfall must be taken to the invert of the receiving channel or show the velocity to be less than 6 fps going down the side slope.			
5.	Plotted water surface profiles for the 100-year flows (if applicable)			
6.	Provide channel cross sections (existing superimposed on proposed) show the drainage easement, Manning numbers, property lines, structures, etc.)			
7.	Provide a summary table of the hydraulic model (HECRAS) of the floodplain within the platted area			
8.	Copy of all permits needed under the authority of USACE, TCEQ, or any other applicable regulatory authority			
9.	Current Effective dFIRM of project area			
10.	Grading Plan (existing and finished contours)			
11.	Provide Topographic Work Map: show plan view of project limits, cross sections, existing/proposed contours, proposed development, current and revised flood plain limits, property lines, drainage easement, engineers signature and seal			

12.	Provide U.S.G.S. Quadrangle maps showing overall drainage areas, runoff coefficients, time of concentration, intensity.			
13.	Floodplain Development Permit			
14.	Elevation Certificated (if applicable)			
15.	FEMA CLOMR / LOMR/LOMRa/LOMRf			
	Provide the applicable items listed above			
	MT-2 Form 1 Sec D: Provide Owners and Engineer's original signature			
	MT-2 Form 2 Sec A: Provide an attached explanation if sediment transport is not considered			
	MT-2 Form 2 Sec B 4: Model names in this section must match the models listed in the CD			
	For Map Revision Detail study includes 10, 50, 100, and 500-year Analysis			
	If applicable, provide As Built Grading Plan with engineer's seal and signature			
	Recommend providing Check-RAS output			
	Provide existing and proposed FEMA FIRM Maps with the following: Existing – Label Map “Current” and show the site boundaries. Proposed – Label Map “Revised”, show site boundaries, show <u>only</u> the proposed floodplain limits, floodplain must be in the existing floodplain upstream and downstream, show the proposed streets centerline only and label, show the upstream and downstream limits of study.			

SECTION 5 – SANITARY SEWER REQUIREMENTS

5.1 GENERAL

All subdivisions shall be provided with an approved sewage disposal system. An Engineering Design Report for wastewater shall be submitted for review by the City Engineer or his/her designee. The report should contain a map of the service area, development LUE count, design flow rates and calculations (Average Dry Weather, Peak Wet Weather flow), design capacity of the sewer, minimum and maximum velocities, and a statement declaring that minimum velocities and pipe capacities have been met. If the project is to require a lift station and force main, the sizing of the wet well, pumps, controls, and force main shall be included in the report. The sanitary sewer collection system shall be designed in accordance with the standards and specifications set forth hereinafter.

- A) The Developer shall dedicate, at their own cost, such right-of-way and construct such sanitary sewer main and appurtenance of such size as to adequately serve the area being subdivided as determined by the City or the utility company under whose jurisdiction the subdivision falls.

5.2 MINIMUM STANDARDS

- A) Design Criteria: All gravity sewers shall be PVC gravity sewer pipe and fittings meeting the requirements of ASTM Specifications D 3034 and shall be SDR 26. All structures shall conform to the HS-25 loading standard within streets or along any potential vehicle route (including sewer easements).

- B) Minimum size of sewer mains shall be eight (8”) inches in diameter and all house connections in streets or alleys must be six (6”) inches in diameter belonging to the owner of the lot. The minimum and maximum pipe slopes and velocities shall be in accordance with TCEQ standards (30 TAC Ch 217.53(1)(2)(A) table C.2). All sanitary sewer collection mains shall be of sufficient size to serve the peak dry weather flow from the service area plus infiltration and inflow. Provide flow calculations including the details of the average dry weather flow, the dry weather flow peaking factor, and the infiltration and inflow. The flow calculations must include the flow expected in the facility immediately upon completion of construction and at the end of a fifty (50) year life. The line must conform to the City’s current Sanitary Sewer Master Plan.

- C) The following criteria shall be used in formulas in the design of sewer system:
 - 1) Average Dry Weather Daily Flow is based on 245 gpd/LUE (living unit equivalent).
 - 2) Peak Dry Weather Daily Flow is based on a peaking factor of 3.0.
 - 3) Peak Wet Weather Flow is Equal to Peak Dry Weather Flow plus Inflow/Infiltration.

Table 5.2A Flow From Contributing Population (245 gpd/LUE)		
Residential	LUE/each	1
Apartments & Extended Living	LUE/unit	3/5
Hotel/Motel	LUE/unit	1/3
Business	LUE/person	20/245
School	LUE/student	15/245
Unknown future development	LUE/acre	4

Rates for other non-residential development may be obtained from actual water usage, TCEQ, Wastewater Usage Rates (30 TAC §285.91 Table III (use rates without water saving devices for existing facilities and rates with water saving devices for future facilities) or other method approved by City Engineer.

Table 5.2B Infiltration	
Source of Infiltration	Amount of Infiltration In Gallons Per Day Acre
Residential Area – Level to 7% slope	700
Residential Area – 7% To 15% Slope	500
Totally Undeveloped Areas	360
High Water Table (Creek Beds, Lake Areas)	1450
Business and Industrial Areas	1000

- D) The Developer shall furnish lift stations with Supervisory Control and Data Acquisition (SCADA) equipment where necessary. These shall be constructed only after approval by the City.
- E) Sewage treatment plants and sewer systems must conform to the requirements of Texas State Department of Health.
- F) Manholes: All manholes shall be a minimum of five (5') foot in diameter for all Base and riser sections (no cones less than five (5') in diameter) with watertight manhole ring and cover meeting the Current Standard Specification and Standard Detail criteria and minimum of thirty (30") inch diameter opening.
- 1) Precast concrete manhole sections with steel reinforced concrete base with confined O-ring joints in conformance with ASTM C-443.
 - 2) Base shall be manufactured in accordance with ASTM C-478. The precast base may have formed smooth invert channels cast at the angles. The invert channel shall have $\frac{1}{4}'' = 1'$ fall toward the outlet and inverts shall be designed to prevent reverse flow.
 - 3) Resilient joint connectors for a watertight seal between the manhole base and specified line pipe shall be provided. This joint shall comply with ASTM C-923.
- G) Construction methods shall be in strict accordance with the manufacturer's installation procedures and recommendations. The items below are listed for emphasis:
- 1) The City shall be advised forty-eight (48) hours before any construction is started for adequate scheduling inspection to be provided.
 - 2) Sewers shall be located in the centerline of streets and four (4') feet from the north or east lines where in alleys or as otherwise approved. Mains within earthen channels/drainage ways shall be protected from scour; a scour analysis may be required.
 - 3) All sewer lines shall be placed on line and grade as directed by the Design Engineer.
 - 4) Manholes shall be placed at all deflection, intercept and terminating points on the public system and spaced not more than five hundred (500') feet apart.
 - 5) Manholes shall be provided at intersecting streets or alleys where there is a possibility of future extensions.

- 6) Drop Manholes should be used sparingly and generally, only when it is not economically feasible to steepen the incoming sewer, in no case should a drop be used for a fall less than two (2') feet and all shall be interior drop manholes.
- 7) Sewer laterals shall be terminated in a cleanout at the property line. A sewer lateral may only serve a single customer. No cleanouts may be used on any public sewer main.
- 8) All non-residential service customers shall provide a sample port meeting the current City of Schertz specifications or approved by the City Engineer or his/her designee on all service laterals within the property. The sample port should be in an area readily accessible to City and/or sewer service provider's representative and clear of pedestrian and vehicular traffic.
- 9) Manholes located in the area to be paved shall be left covered below sub-grade until the street contractor has completed the street and then it shall be reset to finished grade.
- 10) Compaction of sewer trench and lateral backfill shall be according to Section 02317 – Excavation and Backfill for Utilities of Schertz Technical Specifications. Each lift of backfill shall be tested and pass density requirements prior to the next lift of material being placed.
- 11) Construction over the Edwards Aquifer: For subdivisions constructed over Edwards and associated limestone formation, all construction shall meet the latest revision and requirement of the Texas Commission on Environmental Quality.
- 12) All manhole section joints shall be wrapped with an external seal wrap meeting Technical Specification 02082 and installed according to manufacturer's recommendations.
- 13) Encapsulate manholes with flowable fill from bottom of base, minimum of one (1') foot around walls, up to bottom of concrete collar.

5.3 MINIMUM SANITARY SEWER TESTING REQUIREMENTS

A) PUBLIC SANITARY SEWER LINE AIR TESTING

- 1) Description: This item shall cover the testing of completed sections of installed sewer pipe using low-pressure air tests on all completed sections of sanitary sewer mains.

- 2) The air test will be used to evaluate materials and construction methods on the pipeline sections and successful air tests shall be mandatory for the acceptance of the lines.

B) MATERIALS FOR TESTING

- 1) Compressor Air Supply: Any source which will provide at least three hundred (300) cubic feet per minute at one hundred (100 psi) pounds per square inch.
- 2) Plugs, Valves, Pressure Gauges, Air Hoses, Connections, and other equipment necessary to conduct the air test, shall be furnished by the contractor. The test equipment for air testing will consist of valves, plugs and pressure gauges used to control the rate at which air flows to the test section and to monitor the air pressure inside the plugs. Test equipment shall be assembled as follows:
 - a) Hose connection
 - b) Shut-off valve
 - c) Throttle valve
 - d) Pressure-reduction valve
 - e) Gage cock
 - f) Monitoring pressure gauge
- 3) Test Procedures:
 - a) Determine and isolate section of line to be tested
 - b) Apply air pressure until the pressure inside the pipe reaches 4 psig.
 - c) Maintain 4 psig for duration of test length and record.

If no decrease for the duration shown in the allowable table, the pipe shall be presumed to be free from problems. If any pressure decrease is detected, or pipe breakage, joint leakage or leaking plugs are indicated, an inspection must be made to determine the cause.

The contractor shall make such repairs as may be required to accomplish a successful air test. If repairs are needed an additional thirty (30) day waiting period for final backfill will be required before follow-up deflection and pressure testing (see Section 4 below).

See Section 02533 – Acceptance Testing for Sanitary Sewers. City of Schertz Technical Specifications for a table of time allowed for pressure loss.

4) Deflection by testing

Flexible gravity sewer lines shall be tested for deflections by use of a go-no-go testing mandrel calibrated for five (5%) percent maximum deflection of the inside diameter to the pipe. No deflection testing can occur until a minimum of thirty (30) days after final (density-tested) backfill.

5) Additional Testing and Criteria

See Section 02533 – Acceptance Testing for Sanitary Sewers. City of Schertz Technical Specifications for a table of mandrel sizes, as well as vacuum testing of manhole procedures and requirements for filming of sewer mains. No vacuum testing on manholes or sewer mains shall be performed before final pavement is laid or final backfill and grading is complete. If any additional work is done in the vicinity of the manholes or sewer mains after testing is completed, an additional round of testing may be required at the Developer's expense.

SECTION 6 – WATER REQUIREMENTS**6.1 GENERAL**

All subdivisions within the City and its ETJ shall be provided with water supply and water distribution systems constructed in compliance with an approved water system. An Engineering Design Report for the water system will be submitted for review by the City Engineer or his/her designee. The report should contain a map of the area to be served, development LUE count, design flow rates and calculations, available local pressures, and a statement declaring that minimum pressures and flow rates will be provided. If additional storage of pressure will be needed the sizing and design of the pumps and storage facilities will be included in the report.

- A) Facilities Required: Every lot in a subdivision shall be provided with an approved supply of water, either by the construction of a supply and distribution system connected to an adequate approved public water system or, if such public source is not available, by construction of a complete water system, including a safe, adequate water source, proper treatment facilities, pumps, storage facilities and distribution system, approved by the TCEQ.
- B) The Developer shall dedicate, at his own cost, such right-of-way or easement and construct such water main, water lines, fire hydrants and appurtenance as such size as to adequately serve the area being subdivided as determined by the City or the utility company under whose jurisdiction the subdivision falls.

6.2 MINIMUM WATER STANDARDS

A) FIRE HYDRANTS

- 1) Hydrant location must follow both of two rules:
 - a) No structure should be further away than four hundred (400') feet from a fire hydrant as a fire house would lay (or as required by the Fire Marshal)
 - b) Hydrant spacing along a water main should not exceed five hundred (500') feet in single-family residential areas or three hundred (300') feet in any non-residential, multifamily dwelling, or heavily congested residential area.
- 2) Fire Hydrants branch lines shall connect to an eight (8") -inch water main and in no case be longer than one hundred (100') feet.
- 3) Any new fire hydrant along a roadway is required to have a hydrant locator Type II blue reflector installed in the roadway or fire lane, perpendicular to the hydrant two (2') feet off centerline.
- 4) No private fire lines shall exceed one thousand (1000') feet in length without redundant connections to public main and shall meet all the design criteria and construction specifications required within the most current editions of the Technical Specifications Manual, NFPA 24, and the most current, adopted International Fire Code. See additional criteria in Section 6.3.G below.

B) WATER MAINS

- 1) Design Specifications: The water distribution system design shall include the minimum requirements of the Texas State Fire Insurance commission for residential, mercantile, and industrial areas in addition to the requirements for a peak hour customer demand a determined by the City Engineer or his/her designee.
- 2) Supply Mains: Supply mains in the distribution system shall be looped and have a minimum size of twelve (12") inches diameter. Supply mains should be located generally where shown on the City of Schertz Water Master Plan but should be sited so the length between cross connecting supply mains does not exceed six thousand (6000') feet.

- 3) Distribution Mains: Mains shall be looped between supply mains and shall have a minimum of eight (8") inches in diameter. The maximum length between distribution main cross connections shall be the shorter of the two following lengths: three thousand (3,000') feet, or a length that would by fluid friction render the line incapable of producing the flows and pressure set out herein for the type of area to be served considering pressure and flows that exist at the supply main's connections as determined by the City Engineer or his/her designee.
- a) Mercantile and Industrial Mains: Mains in all mercantile areas shall be located in rights-of-way or water easements and shall be sized to provide minimum fire flow from any single hydrant of not be less than one thousand five hundred (1,500 gpm) gallons per minute with twenty (20 psi) pounds per square inch residual pressure.
 - b) Residential Mains: Domestic mains shall be installed in dedicated street right-of-way or water easements and sized so that the minimum fire flow at any single fire hydrant shall not be less than seven hundred fifty (750 gpm) gallons plus two (2 gpm) per minute for every lot in the subdivision with thirty (30 psi) pounds per square inch residual pressure.
- 4) One LUE (Living Unit Equivalent) produces a water demand of:
- 1. 2 gpm peak hour flow demand
 - 2. 1 gpm peak day flow demand
 - 3. 300 gpd (0.208 gpm) average daily flow
 - 4. Peak Flow Factor formula:

$$PFF = (18 + (0.0144 * F)^{0.5}) / (18 + (0.0144 * F)^{0.5})$$
 Where, F = avg flow (gpm) = 70 * gpcd * population / 1440
- 5) Connections for combination domestic and fire service lines are not permitted. Separate connections to the main are required for domestic and private fire lines.

6.3 DESIGN CRITERIA

- A) Water Mains within the City's Jurisdiction shall be ANSI/AWWA C900 or C905 PVC DR 14 or as allowed in Sections 02511, 02501, 02502, 02506 of the Technical Specifications or other material as approved by the City Engineer or his/her designee.

- 1) Minimum Working Pressure in any part of the system shall be twenty (20psi) pounds per square inch during fire flow conditions and two thirds ($2/3$) of the normal water use domestic or commercial. This pressure pertains to the point of delivery of water to the consumer at the house service line, and for residences not exceeding two stories. A minimum working pressure of thirty-five (35) psi should be provided wherever possible.
 - 2) Normal Working Pressure under average conditions of flow should range between thirty-five (35) psi and seventy (70) psi.
 - 3) Maximum Pressures in excess of one hundred (100) psi should be avoided. Anything over 80 psi shall be protected with pressure release valve to be owned and maintained by the homeowner.
 - 4) No Private Water Supply shall be installed in any subdivision in the City limits or City of Schertz service area without City Council approval and a water franchise agreement.
- B) The depth of cover of the main shall be not less than forty-eight (48") inches from the top of pipe. Any mains with less than forty-eight (48") inches of cover from the top of pipe shall be lowered to meet the minimum depth of cover. Mains within earthen channels shall be protected from scour (a scour analysis may be required).
- 1) Any new water mains to be placed under a non-residential driveway shall be cased in steel pipe. Exceptions to the requirement for casing will be determined by the City Engineer and will be based on conditions such as depth of planned or existing main, availability of other site access, type of facility accessed by driveway, and other site constraints.
 - 2) Water mains crossing thoroughfare right-of-way (collector class and larger) shall be encased in steel pipe.
 - 3) Utility trench backfill shall be in accordance with Section 02317 – Excavation and Backfill for Utilities of the Technical Specifications. Each lift of backfill shall be tested and pass density requirements prior to the next lift of material being placed.
 - 4) The practices of water jetting or ponding backfill in roadways, drainage right-of-way, driveways, concrete or paved easements are NOT ACCEPTABLE

- C) Water Service Lines shall be constructed using an approved double strapped saddle copper service line with suitable brass CC threaded compression gasket and compression stops. Developers will also be required to install the angle stop and meter box before acceptance by the City. Meter boxes are to be as shown in standard details and shall be installed at the finish grade of the property to be served. A blue painted dot on the curb over and “x” etching shall mark location of new meters.
- D) AIR RELIEF AND BLOW-OFF VALVES AND DEAD-END MAINS
- 1) Air relief valves and blow-off valves should not be used except in locations where fire hydrants are not practical or at true dead-end mains. Air relief valves shall be located at high points on the line and blow-off valves shall be placed at low points. Air release valves shall be cast-iron stainless-steel screens and have a two (2”) inch operating nut and a PVC plug.
 - 2) No new dead-end mains shall be installed except as temporary stub-outs to future development or along ROWs to undeveloped properties as approved by the City Engineer or his/her designee. No dead-end water main providing domestic service shall be permitted. Looping is required for redundancy and water quality. In no case shall a dead-end main be longer than five hundred (500’) feet. No new blow-offs will be accepted except at the end of a temporary dead-end main to be extended with further development. No blow-offs will be allowed at the end of cul-de-sacs. Mains should be looped at the end of the cul-de-sacs through water easements. A reduced main size (less than 8”) may be approved if line is only provided to connect the end of a cul-de-sac within a subdivision. Water easements should not cross single family residential lot lines unless approved by the City Engineer or his/her designee.
- E) GATE VALVES
- 1) Location of the valves shall be uniformly located in a standard area such as street curb line extension to facilitate location. A valve box, with its cover at the finish grade, shall always be placed over a buried valve. A sufficient number of valves should be placed in the distribution system so that a short section of main may be repaired or serviced without interruption of service of more than one block. A minimum of three (3) vales shall be used as crosses and two (2) valves at tees. Generally, valves shall be placed along a main at every other fire hydrant or at maximum one thousand (1000’) foot spacing. Valves shall also be installed on each side of thoroughfare streets, railroad crossings and drainage channels.

- 2) Material for gate valve construction shall comply with the current AWWA Standard C-509-80 Resilient Seat Gate Valves Per Technical Specification Section 02521. All valves shall be left open (counterclockwise).
 - 3) A blue painted "V" shall be etched into curb face to mark valves.
 - 4) Operation of Valves: No existing valves in the City's water distribution system shall be operated by the contractor without prior permission from the Public Works Department. The contractor shall notify the Public Works Department, Engineering Inspector, all affected customers a minimum of two (2) working days or forty-eight (48) hours in advance of any outage. Contractors shall not operate a valve outside the presence of the City's representative.
- F) FIRE HYDRANTS: Five and one fourth (5 ¼") inch steamer outlet (storz connection), NST and two and a half (2 ½) outlets, NST fire hydrants shall be installed as part of the water distribution system per the City design standards. Fire hydrants shall be installed with a separate gate valve and valve box shall be per Technical Specification Section 02520. Public hydrant bodies to be factory painted red with the bonnets and caps factory painted white. Private hydrants shall be factory painted all red.
- G) Private fire lines shall meet the City's specifications for pipe material and trench backfill.
- 1) A Double Check Assembly (DCA) if metered, or a Double Check Detector Assembly (DCDA) backflow device if not metered, shall be provided within one hundred (100') feet of the City's water main on private fire lines.
 - 2) The DCA or DCDA may be installed in a vault if proper consideration is given for drainage and clearance to vault walls for access and repair in accordance with manufacturer's specifications.
- H) PROTECTION OF WATER MAINS
- 1) Horizontal Separation: Whenever possible, water mains shall be laid at least nine (9') feet, radially, from any existing or proposed sewer. Should local conditions prevent a lateral separation of nine (9') feet, a water main may be laid closer than nine (9') feet to a sewer if it complies with 30 Texas Administrative Code (TAC) (or TCEQ rules) Chapter 217: Rule 217.53.d.

- 2) Vertical Separation: Whenever sewers cross under water mains, the water main shall be laid at such an elevation that at the bottom of the water main is a least nine (9') feet above the top of the sewer. The vertical separation shall be maintained for that portion of the water located within ten (10') feet horizontally of any sewer it crosses.
 - 3) Special: When it is impossible to obtain proper horizontal and vertical separation, both the water main and sewer shall be constructed in accordance to 30 TAC Chapter 217: Rule 217.53.d.
 - 4) Relation to Sewer Manholes: No water main shall pass through, or come in contact with, any part of a sewer manhole. All sewer design shall meet 30 TAC Chapter 217: Rule 217.53.d.
 - 5) Cross Connections: There shall be no physical connection between the distribution system and any pipe, pumps, hydrant, or tanks, which are supplied, or may be supplied, with water that is, or maybe, lesser standards or contaminated.
 - 6) Water Mains Near or Crossing Obstructions: Water mains within ten (10') feet of railroad tracks or crossing under railroad tracks shall be Ductile Iron Pipe equipped with restrained clamps or other acceptable provisions to minimize the effect of vibration. For mains crossing under waterways, a valve shall be placed at both ends of such crossing to permit isolation for repair and testing of the section.
 - 7) Sampling taps shall be provided to facilitate sanitary control, typically one (1) per subdivision. These taps shall not be subject to flooding.
-
- I) Disinfection of Water Mains: The mains shall be disinfected in accordance with AWWA Standard for Disinfecting Water Mains – C651, the requirements of the TCEQ, and the City of Schertz Technical Specifications Section 02514 – Disinfection of Water Lines. This applies to newly laid mains or after main system repairs are made.
 - J) Asbestos Cement (AC) Mains: AC mains shall be replaced with currently acceptable pipe materials a minimum of five (5') feet from the limits of any new taps including fire line, domestic, and irrigation taps. Regardless of where that five (5') foot distance falls, any AC main removal must be done from collar to collar (whole pipe lengths only). AC mains shall also be replaced where any grading work removes any depth of cover from the water main.

6.4 MINIMUM WATER TESTING REQUIREMENTS

Flushing, hydrostatic testing and chlorination of the City water main shall be in accordance with the City of Schertz Technical Specifications Section 02515 – Hydrostatic Testing of Pipelines, current AWWA standards as well as TCEQ rules and regulations.

For all water lines, expel air and apply minimum test pressure of 200 psi for four (4) hours. During the test, pressures shall not vary more than ± 5 psi.

SECTION 7 – INSPECTIONS AND TESTING

7.1 LABORATORY TESTING:

- A) The sub-divider shall notify the City at least one week prior to the contractor beginning construction. Contractor shall be required to notify the City a minimum of at least forty-eight (48) hours in advance of all testing being performed.

- B) All materials to be used in subdivision construction shall be subject to testing if warranted. The preponderance of testing to be performed in subdivisions is directly related to ensure quality of construction. Street construction and a series of laboratory tests normally associated with road and street construction will be required in subdivisions with said tests being performed by an independent testing laboratory using qualified personnel. The design (or consulting) engineer or his designated representative and the City Inspector shall be present at all testing.

Whenever a Developer, contractor or engineer needs an inspection of any street or utility improvement, the City Engineer or his/her designee shall be contacted first a minimum of at least forty-eight (48) hours in advance of the inspection. The design engineer or his designated representative shall be present at all inspections.

Regarding testing of water and sewer lines, all testing will be done according to American Water Works Association (AWWA), ASTM and ASCE Standards.

In addition, the following procedures for testing of these lines will be as follows:

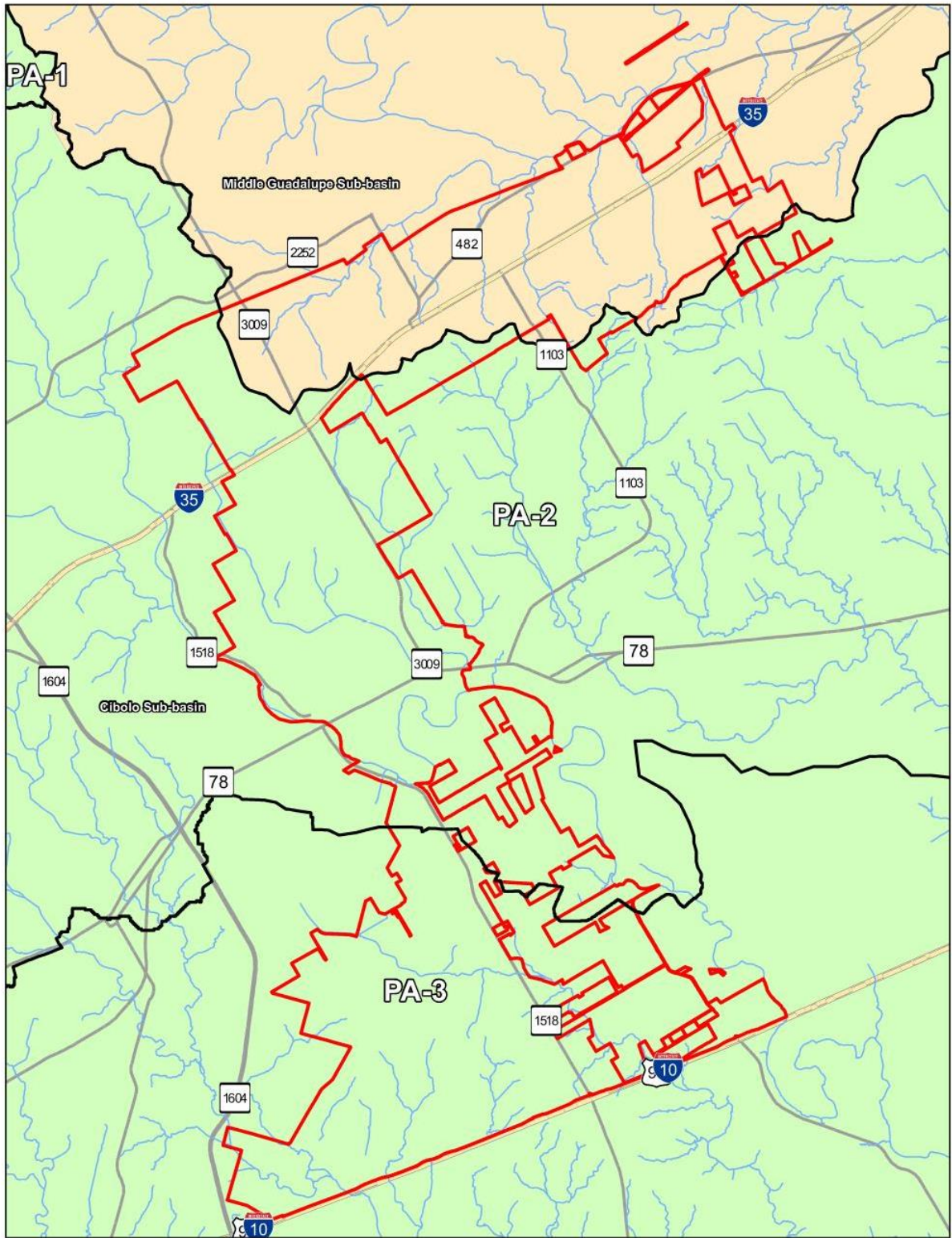
- 1) No new water lines will be connected directly to an existing City line. A backflow preventer with a hand valve (jumper) shall be used between old and new lines for loading.

- 2) No new sewer lines will be installed in a manner that would prevent testing of any part of the new line. All new sewer lines will be tested. No connection to or work on the existing system shall begin until testing has been completed satisfactorily and notice has been given to the City.
 - 3) Pre-testing of water and sewer lines will be conducted by contractor prior to calling for an inspection to assure all lines will hold required pressure.
- C) With regard to street inspection: Streets shall be checked by contractor, to ensure readiness; prior to calling for an inspection. No streets covered with debris, vehicles or equipment will be inspected.
- D) No piecemeal inspection of parts of lines or small sections of streets will be made. However, with regard to subgrade or base inspections, sections of the street can be inspected when needed to protect the subgrade from bad weather or other conditions that may deteriorate the subgrade or base.
- E) The City staff, or an authorized inspector, may at the direction of the City, inspect all subdivision site work at any time and any stage. The City shall bear the cost of all inspections and the sub-divider shall bear the cost of all re-inspections. The judgment of the City and/or the City Engineer as to the need for any re-inspections of any part thereof, at any stage, shall be final.
- F) Testing will be performed by an approved, independent testing laboratory. The following test schedule will be adhered to:
- 1) Streets: subgrade moisture, density test at the rate of one per one hundred (100') feet of street.
 - 2) Flexible Base: P.L., L.L., P.I. and gradation of material used; moisture, density test on same spacing as subgrade.
 - 3) Concrete Structures: Concrete cylinders, one/100 cy placed or for each pour is less than 100 cy shall be taken for curbs, drainage structures and sidewalks.
 - 4) All testing is the responsibility of the Developer. Copies of all test results shall be furnished to the City as soon as possible. All results are to be provided before final acceptance of the subdivision by the City.

- G) Before acceptance of a subdivision by the City for street or utility work, the consulting engineer responsible for the design of said work shall issue a letter to the City stating that he/she has inspected such improvements and that said improvements were constructed in accordance with the approved construction plans. Submitted along with the letter shall be "As Built" drawings showing the work to be accepted for use by the City as one (1) PDF and one (1) CAD format. These should include final surveyed coordinates and elevations of valves, fire hydrants, storm and sanitary manholes (including rim and inverts), drainage inlets (including flow lines and inverts), junction boxes, stormwater discharge structures and other surface utility features.
- H) Guarantee of Material and Workmanship: The Developer shall be responsible for guaranteeing that all materials required under this Code and workmanship in connection with such improvements are free of defects for a period of two (2) years after such acceptance of the improvements by the City. The responsibility for all costs of the in-place improvements shall be borne by the sub-divider, and all criteria of Section 21.4.15 of the Schertz UDC shall be met before acceptance.

Appendix A

Rainfall Data



National Oceanic and Atmospheric Administration Atlas 14
City of Schertz Precipitation Areas

Precipitation Area PA-1

CITY OF SCHERTZ

DESIGN SPECIFICATIONS

Intensity-Duration-Frequency (IDF) Values for PA-1

Time		Atlas 14 Rainfall Intensity (inches/hour) by Storm Frequency PA-1									
Minutes	Hours	1-year	2-year	5-year	10-year	25-year	50-year	100-year	200-year	500-year	1000-year
5	0.083	5.34	6.34	7.96	9.31	11.22	12.72	14.26	15.91	18.19	19.99
6	0.100	5.03	5.98	7.53	8.81	10.64	12.06	13.53	15.06	17.14	18.76
7	0.117	4.79	5.70	7.17	8.40	10.16	11.52	12.91	14.36	16.30	17.79
8	0.133	4.58	5.45	6.87	8.05	9.74	11.04	12.37	13.75	15.58	16.99
9	0.150	4.40	5.24	6.61	7.73	9.36	10.60	11.88	13.20	14.95	16.29
10	0.167	4.24	5.05	6.36	7.44	9.00	10.20	11.43	12.69	14.38	15.67
11	0.183	4.09	4.87	6.13	7.17	8.66	9.82	11.00	12.22	13.85	15.10
12	0.200	3.96	4.70	5.92	6.91	8.34	9.46	10.59	11.77	13.35	14.57
13	0.217	3.83	4.54	5.71	6.67	8.03	9.11	10.19	11.33	12.88	14.08
14	0.233	3.70	4.39	5.51	6.43	7.73	8.77	9.81	10.92	12.43	13.61
15	0.250	3.58	4.24	5.32	6.20	7.44	8.44	9.43	10.51	11.99	13.16
16	0.267	3.47	4.10	5.14	5.99	7.18	8.14	9.10	10.14	11.57	12.71
17	0.283	3.36	3.98	4.98	5.80	6.95	7.88	8.80	9.81	11.20	12.31
18	0.300	3.27	3.86	4.84	5.63	6.75	7.64	8.53	9.51	10.86	11.94
19	0.317	3.18	3.76	4.71	5.47	6.56	7.42	8.29	9.24	10.56	11.62
20	0.333	3.10	3.66	4.58	5.33	6.39	7.22	8.07	8.99	10.28	11.32
21	0.350	3.03	3.58	4.47	5.20	6.23	7.04	7.86	8.76	10.03	11.04
22	0.367	2.96	3.50	4.37	5.08	6.08	6.87	7.67	8.56	9.79	10.79
23	0.383	2.90	3.42	4.27	4.96	5.95	6.71	7.50	8.36	9.57	10.55
24	0.400	2.84	3.35	4.18	4.86	5.82	6.57	7.34	8.18	9.37	10.33
25	0.417	2.78	3.28	4.10	4.76	5.70	6.43	7.19	8.01	9.18	10.13
26	0.433	2.73	3.22	4.02	4.67	5.59	6.31	7.04	7.86	9.01	9.93
27	0.450	2.68	3.16	3.94	4.58	5.49	6.18	6.91	7.71	8.84	9.75
28	0.467	2.63	3.10	3.87	4.49	5.39	6.07	6.78	7.57	8.68	9.58
29	0.483	2.58	3.05	3.81	4.42	5.29	5.96	6.66	7.43	8.53	9.42
30	0.500	2.54	3.00	3.74	4.34	5.20	5.86	6.55	7.31	8.39	9.27
31	0.517	2.50	2.95	3.68	4.27	5.11	5.76	6.44	7.19	8.25	9.12
32	0.533	2.46	2.90	3.62	4.20	5.03	5.67	6.33	7.07	8.12	8.98
33	0.550	2.42	2.85	3.56	4.13	4.95	5.58	6.23	6.96	8.00	8.85
34	0.567	2.38	2.81	3.51	4.07	4.88	5.49	6.14	6.86	7.88	8.72
35	0.583	2.34	2.77	3.45	4.01	4.80	5.41	6.05	6.76	7.77	8.60
36	0.600	2.31	2.72	3.40	3.95	4.73	5.33	5.96	6.66	7.66	8.48
37	0.617	2.27	2.68	3.35	3.89	4.66	5.25	5.87	6.56	7.55	8.36
38	0.633	2.24	2.65	3.30	3.83	4.60	5.18	5.79	6.47	7.45	8.25
39	0.650	2.21	2.61	3.25	3.78	4.53	5.11	5.71	6.39	7.35	8.15
40	0.667	2.18	2.57	3.21	3.73	4.47	5.04	5.63	6.30	7.26	8.04
41	0.683	2.15	2.53	3.16	3.68	4.41	4.97	5.56	6.22	7.17	7.94
42	0.700	2.12	2.50	3.12	3.63	4.35	4.90	5.48	6.14	7.08	7.85

CITY OF SCHERTZ

DESIGN SPECIFICATIONS

Time		Atlas 14 Rainfall Intensity (inches/hour) by Storm Frequency PA-1									
Minutes	Hours	1-year	2-year	5-year	10-year	25-year	50-year	100-year	200-year	500-year	1000-year
43	0.717	2.09	2.46	3.08	3.58	4.29	4.84	5.41	6.06	6.99	7.75
44	0.733	2.06	2.43	3.04	3.53	4.24	4.78	5.34	5.98	6.90	7.66
45	0.750	2.03	2.40	3.00	3.48	4.18	4.72	5.28	5.91	6.82	7.57
46	0.767	2.00	2.36	2.96	3.44	4.13	4.66	5.21	5.84	6.74	7.48
47	0.783	1.97	2.33	2.92	3.39	4.08	4.60	5.15	5.77	6.66	7.40
48	0.800	1.95	2.30	2.88	3.35	4.02	4.54	5.08	5.70	6.58	7.31
49	0.817	1.92	2.27	2.84	3.31	3.97	4.48	5.02	5.63	6.51	7.23
50	0.833	1.89	2.24	2.80	3.27	3.92	4.43	4.96	5.56	6.43	7.15
51	0.850	1.87	2.21	2.77	3.22	3.88	4.38	4.90	5.50	6.36	7.07
52	0.867	1.84	2.18	2.73	3.18	3.83	4.32	4.84	5.43	6.29	6.99
53	0.883	1.82	2.15	2.70	3.14	3.78	4.27	4.79	5.37	6.22	6.92
54	0.900	1.79	2.12	2.66	3.11	3.73	4.22	4.73	5.31	6.15	6.84
55	0.917	1.77	2.10	2.63	3.07	3.69	4.17	4.68	5.25	6.08	6.77
56	0.933	1.74	2.07	2.59	3.03	3.64	4.12	4.62	5.19	6.02	6.70
57	0.950	1.72	2.04	2.56	2.99	3.60	4.07	4.57	5.13	5.95	6.63
58	0.967	1.70	2.01	2.53	2.95	3.56	4.02	4.51	5.07	5.89	6.56
59	0.983	1.67	1.99	2.49	2.92	3.51	3.98	4.46	5.02	5.82	6.49
60	1.000	1.65	1.96	2.46	2.88	3.47	3.93	4.41	4.96	5.76	6.42
120	2.000	0.99	1.21	1.55	1.85	2.29	2.64	3.03	3.48	4.13	4.67
180	3.000	0.72	0.90	1.16	1.40	1.77	2.07	2.41	2.80	3.37	3.84
240	4.000	0.57	0.72	0.93	1.13	1.44	1.70	2.00	2.33	2.82	3.23
360	6.000	0.41	0.53	0.69	0.85	1.09	1.30	1.54	1.81	2.21	2.55
720	12.000	0.23	0.30	0.40	0.50	0.64	0.77	0.92	1.09	1.35	1.57
1440	24.000	0.13	0.17	0.23	0.29	0.37	0.45	0.54	0.64	0.80	0.93

Design Rainfall Values – PA-1

Depth-Duration-Frequency (DDF) Values for PA-1											
Duration		Atlas 14, Volume 11 Design Storm Depth (inches) by Storm Frequency									
Period	hr	1-year	2-year	5-year	10-year	25-year	50-year	100-year	200-year	500-year	1000-year
5-min:	0.0833	0.45	0.53	0.66	0.78	0.94	1.06	1.19	1.33	1.52	1.67
10-min:	0.1667	0.71	0.84	1.06	1.24	1.50	1.70	1.90	2.12	2.40	2.61
15-min:	0.2500	0.90	1.06	1.33	1.55	1.86	2.11	2.36	2.63	3.00	3.29
30-min:	0.5000	1.27	1.50	1.87	2.17	2.60	2.93	3.27	3.65	4.19	4.63
60-min:	1.0000	1.65	1.96	2.46	2.88	3.47	3.93	4.41	4.96	5.76	6.42
2-hr:	2	1.98	2.42	3.09	3.69	4.57	5.28	6.07	6.96	8.26	9.34
3-hr:	3	2.15	2.69	3.48	4.21	5.30	6.21	7.24	8.40	10.10	11.52
6-hr:	6	2.46	3.16	4.15	5.09	6.54	7.80	9.23	10.86	13.26	15.29
12-hr:	12	2.78	3.62	4.80	5.94	7.70	9.25	11.02	13.10	16.23	18.90
24-hr:	24	3.11	4.10	5.49	6.85	8.93	10.76	12.88	15.34	19.12	22.37
2-day:	48	3.58	4.72	6.36	7.94	10.41	12.37	14.88	17.78	21.92	25.62
3-day:	72	3.90	5.11	6.88	8.58	11.27	13.17	15.92	19.03	23.13	27.00
4-day:	96	4.18	5.44	7.32	9.13	12.02	13.75	16.72	20.04	23.99	28.03
7-day:	168	4.79	6.19	8.23	10.15	13.03	15.44	18.19	21.31	25.99	29.89
10-day:	240	5.24	6.70	8.85	10.84	13.80	16.25	19.02	22.12	26.78	30.61
20-day:	480	6.67	8.33	10.73	12.99	16.24	18.81	21.63	24.68	29.35	32.93
30-day:	720	7.99	9.84	12.39	14.91	18.45	21.14	24.00	27.01	31.79	35.14
45-day:	1080	9.76	11.89	14.44	17.36	21.33	24.20	27.14	30.07	35.25	38.24
60-day:	1440	11.26	13.68	15.97	19.29	23.69	26.74	29.75	32.61	38.45	41.07

Precipitation Area PA-2

Intensity-Duration-Frequency (IDF) Values for PA-2

Time		Atlas 14 Rainfall Intensity (inches/hour) by Storm Frequency PA-2									
Minutes	Hours	1- year	2- year	5- year	10- year	25- year	50- year	100- year	200- year	500- year	1000- year
5	0.083	5.35	6.34	7.94	9.29	11.14	12.60	14.01	15.56	17.68	19.36
6	0.100	5.04	5.98	7.52	8.80	10.53	11.94	13.30	14.73	16.67	18.16
7	0.117	4.79	5.70	7.17	8.39	10.03	11.40	12.69	14.05	15.85	17.22
8	0.133	4.59	5.45	6.87	8.04	9.61	10.92	12.16	13.45	15.15	16.44
9	0.150	4.41	5.24	6.60	7.73	9.23	10.48	11.68	12.91	14.54	15.76
10	0.167	4.25	5.05	6.36	7.44	8.88	10.08	11.23	12.42	13.98	15.16
11	0.183	4.10	4.87	6.13	7.17	8.56	9.70	10.81	11.95	13.46	14.61
12	0.200	3.97	4.70	5.92	6.91	8.25	9.34	10.41	11.51	12.98	14.10
13	0.217	3.84	4.54	5.71	6.67	7.96	8.99	10.02	11.08	12.52	13.62
14	0.233	3.72	4.39	5.51	6.43	7.67	8.65	9.64	10.67	12.08	13.17
15	0.250	3.61	4.24	5.32	6.20	7.40	8.32	9.27	10.27	11.65	12.73
16	0.267	3.49	4.10	5.14	5.99	7.14	8.03	8.94	9.91	11.24	12.30
17	0.283	3.39	3.98	4.98	5.79	6.91	7.77	8.64	9.58	10.88	11.91
18	0.300	3.29	3.86	4.83	5.62	6.71	7.53	8.38	9.29	10.55	11.55
19	0.317	3.21	3.76	4.69	5.46	6.52	7.32	8.14	9.03	10.26	11.23
20	0.333	3.13	3.66	4.57	5.32	6.35	7.12	7.92	8.78	9.99	10.94
21	0.350	3.05	3.58	4.46	5.19	6.19	6.94	7.72	8.56	9.74	10.68
22	0.367	2.98	3.50	4.35	5.06	6.04	6.78	7.53	8.36	9.51	10.43
23	0.383	2.92	3.42	4.26	4.95	5.91	6.62	7.36	8.17	9.30	10.20
24	0.400	2.86	3.35	4.17	4.84	5.78	6.48	7.20	7.99	9.10	9.99
25	0.417	2.80	3.28	4.08	4.74	5.66	6.34	7.05	7.83	8.92	9.79
26	0.433	2.75	3.22	4.00	4.65	5.55	6.22	6.91	7.67	8.74	9.61
27	0.450	2.70	3.16	3.93	4.56	5.44	6.10	6.78	7.53	8.58	9.43
28	0.467	2.65	3.10	3.85	4.48	5.34	5.99	6.65	7.39	8.43	9.26
29	0.483	2.60	3.05	3.79	4.40	5.25	5.88	6.53	7.26	8.28	9.11
30	0.500	2.56	3.00	3.72	4.32	5.16	5.78	6.42	7.13	8.14	8.96
31	0.517	2.52	2.95	3.66	4.25	5.07	5.68	6.31	7.02	8.01	8.82
32	0.533	2.48	2.90	3.60	4.18	4.99	5.59	6.21	6.90	7.89	8.68
33	0.550	2.44	2.85	3.54	4.11	4.91	5.50	6.11	6.80	7.77	8.55
34	0.567	2.40	2.81	3.49	4.05	4.84	5.42	6.02	6.69	7.65	8.43
35	0.583	2.36	2.77	3.43	3.99	4.76	5.34	5.93	6.59	7.54	8.31
36	0.600	2.33	2.72	3.38	3.93	4.69	5.26	5.84	6.50	7.43	8.20
37	0.617	2.29	2.68	3.33	3.87	4.63	5.18	5.76	6.41	7.33	8.09
38	0.633	2.26	2.64	3.28	3.81	4.56	5.11	5.68	6.32	7.23	7.98
39	0.650	2.22	2.61	3.24	3.76	4.50	5.04	5.60	6.23	7.14	7.88
40	0.667	2.19	2.57	3.19	3.71	4.43	4.97	5.52	6.15	7.04	7.78
41	0.683	2.16	2.53	3.14	3.65	4.37	4.90	5.45	6.07	6.95	7.68
42	0.700	2.13	2.50	3.10	3.60	4.31	4.83	5.38	5.99	6.87	7.58

Time		Atlas 14 Rainfall Intensity (inches/hour) by Storm Frequency PA-2									
Minutes	Hours	1- year	2- year	5- year	10- year	25- year	50- year	100- year	200- year	500- year	1000- year
43	0.717	2.10	2.46	3.06	3.56	4.26	4.77	5.31	5.91	6.78	7.49
44	0.733	2.07	2.43	3.02	3.51	4.20	4.71	5.24	5.84	6.70	7.40
45	0.750	2.04	2.40	2.98	3.46	4.15	4.65	5.17	5.77	6.62	7.32
46	0.767	2.01	2.36	2.94	3.42	4.09	4.59	5.11	5.70	6.54	7.23
47	0.783	1.98	2.33	2.90	3.37	4.04	4.53	5.04	5.63	6.46	7.15
48	0.800	1.95	2.30	2.86	3.33	3.99	4.48	4.98	5.56	6.39	7.07
49	0.817	1.93	2.27	2.82	3.29	3.94	4.42	4.92	5.49	6.31	6.99
50	0.833	1.90	2.24	2.79	3.24	3.89	4.37	4.86	5.43	6.24	6.91
51	0.850	1.87	2.21	2.75	3.20	3.84	4.31	4.80	5.36	6.17	6.83
52	0.867	1.85	2.18	2.72	3.16	3.79	4.26	4.75	5.30	6.10	6.76
53	0.883	1.82	2.15	2.68	3.12	3.75	4.21	4.69	5.24	6.03	6.69
54	0.900	1.80	2.12	2.65	3.08	3.70	4.16	4.64	5.18	5.97	6.61
55	0.917	1.77	2.09	2.61	3.05	3.66	4.11	4.58	5.12	5.90	6.54
56	0.933	1.75	2.06	2.58	3.01	3.61	4.06	4.53	5.06	5.84	6.47
57	0.950	1.72	2.04	2.55	2.97	3.57	4.01	4.48	5.01	5.77	6.41
58	0.967	1.70	2.01	2.51	2.93	3.53	3.96	4.42	4.95	5.71	6.34
59	0.983	1.67	1.98	2.48	2.90	3.48	3.92	4.37	4.90	5.65	6.27
60	1.000	1.65	1.96	2.45	2.86	3.44	3.87	4.32	4.84	5.59	6.21
120	2.000	0.99	1.21	1.54	1.84	2.26	2.60	2.98	3.40	4.02	4.53
180	3.000	0.71	0.89	1.15	1.39	1.75	2.04	2.37	2.74	3.28	3.73
240	4.000	0.56	0.71	0.93	1.13	1.42	1.67	1.96	2.28	2.75	3.14
360	6.000	0.41	0.52	0.69	0.84	1.07	1.28	1.51	1.77	2.15	2.47
720	12.000	0.23	0.30	0.40	0.49	0.63	0.76	0.90	1.06	1.31	1.52
1440	24.000	0.13	0.17	0.23	0.28	0.36	0.44	0.52	0.62	0.77	0.90

Design Rainfall Values – PA-2

Depth-Duration-Frequency (DDF) Values for PA-2											
Duration		Atlas 14, Volume 11 Design Storm Depth (inches) by Storm Frequency									
Period	hr	1-year	2-year	5-year	10-year	25-year	50-year	100-year	200-year	500-year	1000-year
5-min:	0.0833	0.45	0.53	0.66	0.77	0.93	1.05	1.17	1.30	1.47	1.61
10-min:	0.1667	0.71	0.84	1.06	1.24	1.48	1.68	1.87	2.07	2.33	2.53
15-min:	0.2500	0.90	1.06	1.33	1.55	1.85	2.08	2.32	2.57	2.91	3.18
30-min:	0.5000	1.28	1.50	1.86	2.16	2.58	2.89	3.21	3.57	4.07	4.48
60-min:	1.0000	1.65	1.96	2.45	2.86	3.44	3.87	4.32	4.84	5.59	6.21
2-hr:	2	1.97	2.41	3.08	3.67	4.52	5.20	5.95	6.80	8.03	9.06
3-hr:	3	2.14	2.67	3.46	4.18	5.24	6.12	7.10	8.21	9.84	11.20
6-hr:	6	2.44	3.13	4.11	5.05	6.45	7.66	9.04	10.59	12.90	14.84
12-hr:	12	2.76	3.58	4.75	5.87	7.58	9.06	10.76	12.74	15.73	18.27
24-hr:	24	3.10	4.04	5.44	6.76	8.74	10.45	12.47	14.85	18.45	21.51
2-day:	48	3.53	4.65	6.23	7.73	10.06	12.13	14.27	17.00	21.09	24.55
3-day:	72	3.83	5.03	6.75	8.35	10.85	13.09	15.12	18.03	22.34	25.97
4-day:	96	4.10	5.37	7.20	8.87	11.52	13.93	15.73	18.83	23.37	27.16
7-day:	168	4.72	6.08	8.04	9.87	12.58	14.86	17.39	20.28	24.56	28.16
10-day:	240	5.17	6.58	8.64	10.55	13.34	15.68	18.21	21.11	25.35	28.93
20-day:	480	6.58	8.18	10.48	12.65	15.73	18.24	20.82	23.71	27.84	31.39
30-day:	720	7.88	9.67	12.09	14.52	17.89	20.56	23.20	26.09	30.09	33.74
45-day:	1080	9.61	11.69	14.07	16.90	20.70	23.62	26.33	29.22	33.04	37.06
60-day:	1440	11.07	13.44	15.53	18.75	22.99	26.16	28.94	31.83	35.48	40.11

Precipitation Area PA-3

Intensity-Duration-Frequency (IDF) Values for PA-3

Time		Atlas 14 Rainfall Intensity (inches/hour) by Storm Frequency PA-3									
Minutes	Hours	1- year	2- year	5- year	10- year	25- year	50- year	100- year	200- year	500- year	1000- year
5	0.083	5.34	6.30	7.88	9.20	11.00	12.36	13.79	15.24	17.20	18.71
6	0.100	5.03	5.95	7.45	8.73	10.43	11.75	13.08	14.43	16.21	17.56
7	0.117	4.78	5.66	7.11	8.33	9.95	11.24	12.49	13.76	15.41	16.65
8	0.133	4.58	5.42	6.81	7.98	9.54	10.78	11.97	13.17	14.74	15.90
9	0.150	4.40	5.21	6.54	7.67	9.17	10.35	11.49	12.65	14.14	15.24
10	0.167	4.24	5.02	6.30	7.38	8.82	9.96	11.05	12.16	13.60	14.66
11	0.183	4.10	4.85	6.08	7.11	8.50	9.58	10.64	11.70	13.10	14.13
12	0.200	3.97	4.68	5.86	6.85	8.19	9.22	10.24	11.27	12.62	13.63
13	0.217	3.84	4.53	5.66	6.60	7.89	8.87	9.85	10.85	12.17	13.17
14	0.233	3.73	4.38	5.47	6.36	7.60	8.53	9.48	10.45	11.74	12.73
15	0.250	3.62	4.24	5.28	6.12	7.32	8.20	9.12	10.06	11.33	12.31
16	0.267	3.50	4.10	5.10	5.91	7.07	7.91	8.79	9.70	10.93	11.88
17	0.283	3.39	3.97	4.94	5.72	6.84	7.66	8.50	9.38	10.58	11.50
18	0.300	3.30	3.86	4.80	5.55	6.63	7.42	8.24	9.10	10.26	11.16
19	0.317	3.21	3.75	4.66	5.40	6.45	7.21	8.00	8.84	9.97	10.85
20	0.333	3.13	3.66	4.54	5.26	6.28	7.02	7.79	8.60	9.71	10.57
21	0.350	3.06	3.57	4.43	5.13	6.12	6.84	7.59	8.38	9.46	10.31
22	0.367	2.99	3.49	4.33	5.01	5.98	6.68	7.41	8.18	9.24	10.07
23	0.383	2.92	3.41	4.23	4.90	5.84	6.53	7.24	8.00	9.04	9.85
24	0.400	2.86	3.34	4.14	4.79	5.72	6.39	7.08	7.82	8.84	9.65
25	0.417	2.81	3.27	4.06	4.70	5.60	6.26	6.93	7.66	8.66	9.45
26	0.433	2.75	3.21	3.98	4.60	5.49	6.13	6.80	7.51	8.50	9.27
27	0.450	2.70	3.15	3.90	4.52	5.38	6.02	6.66	7.37	8.34	9.10
28	0.467	2.65	3.09	3.83	4.43	5.28	5.91	6.54	7.23	8.19	8.94
29	0.483	2.60	3.04	3.76	4.35	5.19	5.80	6.42	7.10	8.04	8.79
30	0.500	2.56	2.98	3.70	4.28	5.10	5.70	6.31	6.98	7.91	8.65
31	0.517	2.52	2.93	3.64	4.21	5.01	5.60	6.21	6.87	7.78	8.51
32	0.533	2.48	2.89	3.58	4.14	4.93	5.51	6.11	6.76	7.66	8.38
33	0.550	2.44	2.84	3.52	4.07	4.85	5.43	6.01	6.65	7.54	8.25
34	0.567	2.40	2.79	3.47	4.01	4.78	5.34	5.92	6.55	7.43	8.13
35	0.583	2.36	2.75	3.41	3.95	4.71	5.26	5.83	6.45	7.32	8.02
36	0.600	2.32	2.71	3.36	3.89	4.64	5.18	5.74	6.36	7.22	7.91
37	0.617	2.29	2.67	3.31	3.83	4.57	5.11	5.66	6.27	7.12	7.80
38	0.633	2.25	2.63	3.26	3.78	4.50	5.04	5.58	6.18	7.02	7.70
39	0.650	2.22	2.59	3.22	3.72	4.44	4.97	5.50	6.10	6.93	7.60
40	0.667	2.19	2.55	3.17	3.67	4.38	4.90	5.43	6.01	6.84	7.50
41	0.683	2.16	2.52	3.13	3.62	4.32	4.83	5.35	5.93	6.75	7.41
42	0.700	2.12	2.48	3.08	3.57	4.26	4.77	5.28	5.86	6.66	7.31

Time		Atlas 14 Rainfall Intensity (inches/hour) by Storm Frequency PA-3									
Minutes	Hours	1-year	2-year	5-year	10-year	25-year	50-year	100-year	200-year	500-year	1000-year
43	0.717	2.09	2.45	3.04	3.52	4.20	4.70	5.21	5.78	6.58	7.23
44	0.733	2.06	2.41	3.00	3.48	4.15	4.64	5.15	5.71	6.50	7.14
45	0.750	2.03	2.38	2.96	3.43	4.09	4.58	5.08	5.64	6.42	7.06
46	0.767	2.00	2.35	2.92	3.39	4.04	4.52	5.02	5.57	6.35	6.97
47	0.783	1.98	2.32	2.88	3.34	3.99	4.47	4.96	5.50	6.27	6.89
48	0.800	1.95	2.28	2.84	3.30	3.94	4.41	4.89	5.43	6.20	6.81
49	0.817	1.92	2.25	2.81	3.26	3.89	4.36	4.83	5.37	6.13	6.74
50	0.833	1.89	2.22	2.77	3.21	3.84	4.30	4.78	5.31	6.06	6.66
51	0.850	1.87	2.19	2.73	3.17	3.79	4.25	4.72	5.24	5.99	6.59
52	0.867	1.84	2.16	2.70	3.13	3.74	4.20	4.66	5.18	5.92	6.52
53	0.883	1.81	2.13	2.66	3.09	3.70	4.15	4.61	5.12	5.85	6.44
54	0.900	1.79	2.11	2.63	3.05	3.65	4.10	4.55	5.06	5.79	6.37
55	0.917	1.76	2.08	2.59	3.02	3.61	4.05	4.50	5.00	5.72	6.31
56	0.933	1.74	2.05	2.56	2.98	3.56	4.00	4.45	4.95	5.66	6.24
57	0.950	1.71	2.02	2.53	2.94	3.52	3.95	4.39	4.89	5.60	6.17
58	0.967	1.69	1.99	2.49	2.90	3.47	3.90	4.34	4.84	5.54	6.11
59	0.983	1.66	1.97	2.46	2.87	3.43	3.86	4.29	4.78	5.48	6.04
60	1.000	1.64	1.94	2.43	2.83	3.39	3.81	4.24	4.73	5.42	5.98
120	2.000	0.98	1.19	1.52	1.81	2.22	2.55	2.90	3.30	3.88	4.35
180	3.000	0.71	0.88	1.14	1.37	1.71	1.99	2.30	2.65	3.15	3.57
240	4.000	0.56	0.70	0.91	1.11	1.39	1.63	1.90	2.20	2.64	3.00
360	6.000	0.40	0.51	0.67	0.82	1.05	1.24	1.46	1.70	2.06	2.36
720	12.000	0.23	0.29	0.39	0.48	0.61	0.73	0.86	1.02	1.25	1.45
1440	24.000	0.13	0.17	0.22	0.27	0.35	0.42	0.50	0.59	0.73	0.85

Depth-Duration-Frequency (DDF) Values for PA-3											
Duration		Atlas 14, Volume 11 Design Storm Depth (inches) by Storm Frequency									
Period	hr	1-year	2-year	5-year	10-year	25-year	50-year	100-year	200-year	500-year	1000-year
5-min:	0.0833	0.45	0.53	0.66	0.77	0.92	1.03	1.15	1.27	1.43	1.56
10-min:	0.1667	0.71	0.84	1.05	1.23	1.47	1.66	1.84	2.03	2.27	2.44
15-min:	0.2500	0.90	1.06	1.32	1.53	1.83	2.05	2.28	2.51	2.83	3.08
30-min:	0.5000	1.28	1.49	1.85	2.14	2.55	2.85	3.16	3.49	3.96	4.32
60-min:	1.0000	1.64	1.94	2.43	2.83	3.39	3.81	4.24	4.73	5.42	5.98
2-hr:	2	1.96	2.38	3.04	3.62	4.44	5.10	5.81	6.60	7.75	8.70
3-hr:	3	2.12	2.64	3.43	4.11	5.14	5.98	6.91	7.95	9.46	10.72
6-hr:	6	2.42	3.08	4.05	4.95	6.31	7.45	8.74	10.20	12.36	14.17
12-hr:	12	2.73	3.53	4.66	5.73	7.36	8.76	10.36	12.22	14.99	17.36
24-hr:	24	3.07	3.96	5.31	6.56	8.46	10.06	12.00	14.20	17.51	20.35
2-day:	48	3.49	4.55	6.06	7.49	9.69	11.62	13.60	16.15	19.95	23.18
3-day:	72	3.77	4.91	6.55	8.07	10.42	12.51	14.37	17.07	21.09	24.46
4-day:	96	4.02	5.23	6.97	8.55	11.03	13.29	14.90	17.77	21.99	25.52
7-day:	168	4.67	5.96	7.85	9.57	12.13	14.25	16.60	19.27	23.24	26.52
10-day:	240	5.12	6.46	8.44	10.23	12.88	15.04	17.42	20.08	24.05	27.29
20-day:	480	6.53	8.07	10.25	12.29	15.22	17.53	19.98	22.64	26.69	29.75
30-day:	720	7.83	9.55	11.84	14.11	17.33	19.78	22.30	24.97	29.21	32.10
45-day:	1080	9.56	11.57	13.78	16.42	20.07	22.73	25.36	28.03	32.77	35.42
60-day:	1440	11.02	13.33	15.21	18.20	22.29	25.17	27.90	30.57	36.08	38.47

PUBLIC WORKS DESIGN GUIDE UPDATE

City Council Public Hearing, November 12, 2024

Kathryn Woodlee | City Engineer

SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

PUBLIC WORKS SPECIFICATIONS MANUAL

Specifications Manual is made up of several documents:

- **Public Works Design Guide**
 - Establishes standard principles, criteria, and practices for the design of infrastructure and to protect and preserve the public welfare
- **Technical Specifications**
 - Identify the specific material and workmanship requirements of public infrastructure construction project
- **Standard Construction Details**
 - Detail (typically graphically) particular installation elements of construction of public infrastructure

PUBLIC WORKS DESIGN GUIDE 2024 UPDATE

- First update since 2016
- Clean up of typos, inconsistencies
- Clarification of vague guidance
- Establishment of increased standards for higher quality, more sustainable infrastructure

PUBLIC WORKS DESIGN GUIDE 2024 UPDATE

SECTION 1 - GENERAL

- 1.1 Clarified applicability of design standards to public and private development

SECTION 2 – REQUIRED SUBMISSION OF PLANS

- Minor updates regarding submittals and plan preparation

PUBLIC WORKS DESIGN GUIDE 2024 UPDATE

SECTION 3 – STREET REQUIREMENTS

- Pavement Design
 - Increased design parameters for increased strength of pavement and addressed treatment of subgrade for street longevity
- Streets Layout
 - Made modifications to align with previously updated standard details, policies, and other documents, and with updated state statutes
- Minimum Testing Requirements
 - Increased required testing frequency for roadway construction

PUBLIC WORKS DESIGN GUIDE 2024 UPDATE

SECTION 4 – STORM DRAINAGE REQUIREMENTS

- Clarified design frequency requirements and added control of 2-year event
- Adopted NOAA Atlas 14 Rainfall Data
- Increased minimum side slopes and other design parameters for enhanced safety and ease of maintenance
- Established more conservative calculation criteria
- Added explicit requirement for post-development discharge to mimic pre-development flow characteristics

PUBLIC WORKS DESIGN GUIDE 2024 UPDATE

SECTION 5 – SANITARY SEWER REQUIREMENTS

- Modified to align with previously updated and enforced standard construction details and practices

PUBLIC WORKS DESIGN GUIDE 2024 UPDATE

SECTION 6 – WATER REQUIREMENTS

- Modified requirements to enhance redundancy and reliability of the City’s water distribution system
- Added prohibitions of service connections that regularly cause issues of water quality or increased maintenance needs

PUBLIC WORKS DESIGN GUIDE 2024 UPDATE

SECTION 7 – INSPECTIONS, TESTING, AND CHARGES

- Increased testing frequency for street subgrade and base
- Updated infrastructure acceptance submittal requirements
- Brought into alignment with UDC by citing two-year warranty period for public improvements

PUBLIC WORKS DESIGN GUIDE UPDATE 2024

IMPLEMENTATION:

- Updated Design Guide Effective immediately upon adoption
- Grace period for projects already in process: Project for which Preliminary Plat is submitted before January 1, 2025, may be designed using previous design standards

COMMENTS AND QUESTIONS

SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

CITY COUNCIL MEMORANDUM

City Council Meeting: November 19, 2024
Department: City Secretary
Subject: Resolution 24-R-158 - Ordering and declaring the November 2024 Charter Amendments, as approved by the voters of the City of Schertz, adopted; requiring certification and registration in accordance with state law. (Mayor/S.Edmondson)

BACKGROUND

On November 18, 2024, the City Council passed Resolution 24-R-156 Canvassing the election results for the November 5, 2024, Special Election-Charter Amendments.

State law requires the following from the City of Schertz:

1. Resolution 24-R-156 is the order declaring the charter amendments are adopted.
 2. The City must certify the results to the Secretary of State.
 3. Register the amendments in the office of the city secretary.
-

Attachments

Exhibit A -Election Results

Exhibit C-Registration of Charter Amendment-City Secretary

Certify Results with Secretary of State

Resolution 24-R-158 Order and Declaring 2024 Charter Amendments

EXHIBIT A

ORDERING AND DECLARING THE NOVEMBER 2024 CHARTER AMENDMENTS, AS APPROVED BY THE VOTERS OF THE CITY OF SCHERTZ, ADOPTED; REQUIRING CERTIFICATION AND REGISTRATION IN ACCORDANCE WITH STATE LAW

Proposition A

Shall the City Charter of the City of Schertz be amended to specify all annexations shall be in accordance with State Law?

For: 14,414=84.08%

Against: 2,729=15.92%

Proposition B

Shall the City Charter of the City of Schertz be amended to increase the area for notification of disannexation from 200 feet to 1,000 feet from the area to be disannexed?

For: 11,986=72.01%

Against: 4,659=27.99%

Proposition C

Shall the City Charter of the City of Schertz be amended to clarify that any increase in city council compensation is not effective for members of the city council during the term which the increase is effectuated?

For: 13,245=77.02%

Against: 3,952=22.98%

Proposition D

Shall the City Charter of the City of Schertz be amended to remove the signing of plats from the list of official documents required to be signed by the Mayor?

For: 9,143=55.96%

Against: 7,196=44.04%

Proposition E

Shall the City Charter of the City of Schertz be amended to clarify that no Mayor or Council Member may be employed by the City until two years after the expiration of their term of office?

For: 14,348=82.13%

Against: 3,122=17.87%

Proposition F

Shall the City Charter of the City of Schertz be amended to remove unnecessary language?

For: 13,302=76.54%

Against: 4,077=23.46%

Proposition G

Shall the City Charter of the City of Schertz be amended to require that passage of an ordinance or resolution require one reading?

For: 12,211=73.65%

Against: 4,369=26.35%

Proposition H

Shall the City Charter of the City of Schertz be amended to remove the requirement that the city manager become a resident of the city within four months after the date of his or her appointment?

For: 9,582=54.60%

Against: 7,967=45.60%

Proposition I

Shall the City Charter of the City of Schertz be amended to remove the requirement for the city manager to establish a system to control the use and replacement of expendable items?

For: 8,575=52.09

Against: 7,888=47.91%

Proposition L

Shall the City Charter of the City of Schertz be amended to change the percentage of voters required to sign a recall petition from twenty percent fifteen percent?

For: 8,462=50.10%

Against: 8,429=49.90%

Proposition M

Shall the City Charter of the City of Schertz be amended to require the city council appoint a charter review commission not later than five years after the most recent charter review commission?

For : 13,931=85.73%

Against: 2,318=14.27%

Proposition N

Shall the City Charter of the City of Schertz be amended to provide that each member of the city council appoints a citizen to the charter review commission and the mayor appoints two citizens to the charter review commission, one of which shall be the chair?

For: 13,426=82.08%

Against: 2,931=17.92%

Proposition O

Shall the City Charter of the City of Schertz be amended to clarify that City Council shall hold a public hearing on a proposed disannexation not later than 30 days after the public hearing by the Planning and Zoning Commission?

For: 15,138=90.94%

Against: 1,508=9.06%

I certify that these are the true and correct results from the November 5, 2024-Special Election: Charter Amendments for the City of Schertz, Texas.

City of Schertz

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Affidavit of Custodian of Records for the City of Schertz

I, the undersigned am the City Secretary of the City of Schertz. I am a custodian of records for the City. In this capacity, I have personal knowledge of the accuracy of the matters stated herein.

Attached to this affidavit are true and correct copies Resolution 24-R-158 Ordering and Declaring the November 2024 Charter Amendments, as approved by the voters of the City of Schertz, adopted, requiring certification and registration in accordance of state law.

Sheila Edmondson, City Secretary

Date

Acknowledged on this _____ day of November, 2024.

City Seal



November 19, 2024

Secretary of State
1019 Brazos
Austin, Texas 78701

**Certify the Results of the City of Schertz November 5, 2024 Special
Election-Charter Amendments**

I, the undersigned, am the Mayor of the City of Schertz. In this capacity, I have personal knowledge of the accuracy of the matters stated herein.

Attached to this affidavit are true and correct copies Resolution 24-R-158 Ordering and Declaring the November 2024 Charter Amendments, as approved by the voters of the City of Schertz, adopted, requiring certification and registration in accordance of state law.

Ralph Gutierrez, Mayor

Date

Acknowledged on this _____ day of November, 2024.

City Seal

RESOLUTION 24-R-158

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, ORDERING AND DECLARING THE NOVEMBER 2024 CHARTER AMENDMENTS, AS APPROVED BY THE VOTERS OF THE CITY OF SCHERTZ, ADOPTED; REQUIRING CERTIFICATION AND REGISTRATION IN ACCORDANCE WITH STATE LAW

WHEREAS, on November 5TH, 2024 the City of Schertz held an election on the adoption of amendments to the City's Home Rule Charter; and

WHEREAS, on November 18th, 2024 the City Council canvassed the votes of said election; and

WHEREAS, Texas Local Government Code Section 9.05 (b) provides that an amendment to a charter does not take effect until the governing body of the municipality enters an order in the records of the municipality declaring that the amendment is adopted; and

WHEREAS, pursuant to notice of a public meeting held in compliance with the Texas Open Meetings Act, the City Council of the City of Schertz, Texas, convened into a regular meeting of the City Council on this the 19th day of November 2024 for the purpose of entering an order into the records of the City and declaring that the amendments to the City Charter are adopted.

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Proceedings. That an election was duly called and held on November 5th, 2024 and final votes were canvassed on November 18th, 2024 on the question of the adoption of amendments to the City of Schertz Home Rule Charter, where it was determined that all legal votes were properly counted.

Section 3. Immediate Adoption of Amendments. It is hereby ordered that the amendments passed and approved by the voters as stated in **Propositions A,B,C,D,E,F,G,H,I, L,M,N, and O** are hereby adopted and that the corresponding **Measure** language is hereby incorporated into the City of Schertz's Home Rule Charter. Exhibit A

Section 4. Certification of Charter Amendment. That the Mayor or City Manager of the City of Schertz shall certify to the secretary of state an authenticated copy of the Charter or amendment under the municipality's seal showing the approval by the voters of the municipality. Exhibit B

Section 5. Registration of Charter Amendment. That the City Secretary shall record in the City Secretary's office the charter amendment adopted by the voters of the municipality. Exhibit C

Section 6. 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 Commission.

Section 7. 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 8. 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 9. 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 10. This Resolution shall be effective upon the date of final adoption hereof and any publication required by law.

PASSED AND APPROVED on the _____ day of _____ 2024.

By: _____

Ralph Gutierrez, Mayor

Attest: _____

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: November 19, 2024
Department: City Secretary
Subject: Resolution 24-R-120 - Authorizing a Contract with H2O Partners, Inc. for Grant Writing, Planning, and Management Services for Local Hazard Mitigation Plans Program (LHMPP) (S.Williams/G.Rodgers/B.High)

BACKGROUND

The City of Schertz Office of Emergency Management requires grant planning and management services to assist in the development of grant applications for the Local Hazard Mitigation Planning Program (LHMPP) and Community Development Block Grant (CDBG). If awarded, these grants would provide the necessary funding to update the City's Hazard Mitigation Plan (HMP). Hazard Mitigation Plans are required for jurisdictions like ours from both the state and federal government, and must be updated every 4 years. The City is due for an update to our Hazard Mitigation Plan.

The City of Schertz solicited Requests for Proposals (RFP) for professional grant writing, planning, and management services related to the Local Hazard Mitigation Plans Program (LHMPP). Two submissions were received in response to the RFP. An evaluation team was assembled consisting of members from Fire, Police, EMS, Public Works and Public Affairs. Proposals were evaluated based on qualifications, experience, project approach/schedule, and cost. As the highest ranked firm, H2O Partners was determined to be qualified to provide services related to grant writing and management services (both pre- and post-award activities), which would allow the City to update our Hazard Mitigation Plan (HMP). H2O Partners is reputable and has provided grant writing and hazard mitigation plan services to several offices of emergency management throughout the State of Texas. With their experience in the public sector, the City staff feel that H2O Partners will be able to provide services and a product that is able to last for the timeframe of the plan.

Prior to release of the RFP, the City has completed two other requirements which provide the foundation for the development of a Hazard Mitigation Plan including a Threat and Hazard Identification Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR).

These grant awards are federally funded, and then sent to the states for administration of local programs.

Local Hazard Mitigation Plans Program (LHMPP)

A program created by the Texas Division of Emergency Management (TDEM) to provide Community Development Block Grant (CDBG) funds for the development of an enhanced State of Texas Hazard Mitigation Plan, as well as providing funds for the development of Hazard Mitigation Plans for eligible areas.

Community Development Block Grant (CDBG)

This program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities decent housing and a suitable living environment, and by expanding economic opportunities, principally for low and moderate income persons. The program is authorized under

Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended 42 U.S.C. 5301 et seq. The program was designed to reinforce several important values and principles of community development.

Threat and Hazard Identification Risk Assessment (THIRA) & Stakeholders Preparedness Review (SPR)

These two processes help communities prepare for disasters. THIRA is a risk assessment process that helps communities identify the capability targets and resource requirements necessary to address anticipated and unanticipated risks. Communities complete the THIRA every three years. SPR is an annual, three-step self-assessment of a community's capability levels based on the capability targets identified in the THIRA. Communities use the data from the THIRA process to assess their capabilities in the SPR which is then used to identify and address capability gaps related to Planning, Organization, Equipment, Training, and Exercise (POETE) areas.

Hazard Mitigation Planning

Hazard mitigation planning helps to minimize the loss of life and property damage by minimizing the impact of disasters. It begins with state, tribal and local governments identifying natural disaster risks and vulnerabilities that are common in their area. After identifying these risks, they develop long-term strategies for protecting people and property from similar events. Mitigation plans are key to breaking the cycle of disaster damage and reconstruction.

GOAL

The goal is to apply for and receive grant funding through the Local Hazard Mitigation Plans Program (LHMPP) which would provide funding to complete our local Hazard Mitigation Plan (HMP).

COMMUNITY BENEFIT

Having a local Hazard Mitigation Plan allows our city to apply for federal grants, protects our citizens by authorizing Public Assistance (PA) funds to be dispensed in case of disaster, and brings our departments and neighboring jurisdictions today related to the hazards we all face within the City of Schertz.

SUMMARY OF RECOMMENDED ACTION

Staff has determined that it is in the best interest of the City to enter into an agreement with H2O Partners for grant writing, planning, and management services.

FISCAL IMPACT

The total possible grant award is \$100,000. Services provided by H2O will be broken up into two task orders. Task Order 1 will be for writing the grant (pre-award activities). Total amount for pre-award activities will not exceed \$3,000. Task Order 2 will be for writing/updating the City's Hazard Mitigation Plan (post-award activities), and will only be executed if the City successfully receives grant funding. Total amount for post-award activities is estimated at approximately \$64,000. Both pre- and post-award activities are 100% reimbursable by the grant. However, if the City is not successful in receiving grant funding, the total cost incurred by the City will not exceed \$3,000.

RECOMMENDATION

Approve Resolution 24-R-120 authorizing a contract with H2O Partners for Planning & Management Services for Local Hazard Mitigation Plans Programs.

Bid Tab

Resolution_24-R-120 with attachments



2024-010 - Planning & Management Services for Local Hazard Mitigation Plans Program (LHMPP) Scoring Summary

Active Submissions

	Total	Responsiveness	Proposer's Qualifications, Abilities, and Reputation	Quality of Proposed Services/System	Cost
Supplier	/ 100 pts	/ 10 pts	/ 30 pts	/ 30 pts	/ 30 pts
H2O Partners	89.6	8	26.4	25.2	30
GrantWorks	80.9	8	21.6	25.2	26.1

RESOLUTION NO. 24-R-120

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN AGREEMENT WITH H2O PARTNERS, INC. FOR GRANT WRITING, PLANNING, AND MANAGEMENT SERVICES RELATED TO THE LOCAL HAZARD MITIGATION PLANS PROGRAM AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Schertz (the “City”) solicited Requests for Proposals (RFP) for professional grant writing, planning, and management services related to the Local Hazard Mitigation Plans Program (LHMPP), and

WHEREAS, after extensive analysis of the responses, City staff determined that H2O Partners is well qualified to provide the required services, and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into an agreement with H2O Partners.

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

Section 1. The City Council hereby authorizes an agreement with H2O Partners for professional grant writing, planning, and management services related to the Local Hazard Mitigation Plans Program (LHMPP), attached hereto as 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

Mayor, Ralph Gutierrez

ATTEST:

City Secretary, Sheila Edmondson

(CITY SEAL)

EXHIBIT A

Agreement with H2O Partners for Grant Writing, Planning, and Management Services
related to the Local Hazard Mitigation Plans Program (LHMPP)



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (AGREEMENT) is entered into, by and between **H2O Partners, Inc.**, 260 Addie Roy Road, Suite 150, Austin, Texas 78746, a corporation formed under the laws of the State of Texas (CONSULTANT) and **City of Schertz, Texas**, 1400 Schertz Parkway, Schertz, TX 78154, a political subdivision of the State of Texas (CLIENT), collectively referred to as "the Parties." This Agreement becomes effective on the date it is signed by the last of the Parties.

WITNESSETH

WHEREAS, CLIENT intends to develop a Federal Emergency Management Agency (FEMA)-approved, Hazard Mitigation Action Plan (HMAP);

WHEREAS, CLIENT intends to request funding through GLO's Local Hazard Mitigation Plan Program (LHMPP) to develop the HMAP;

WHEREAS, CLIENT intends for CONSULTANT to develop the LHMPP Planning Grant Application (APPLICATION) and once approved by GLO, CONSULTANT to develop the HMAP;

WHEREAS, CONSULTANT agrees to provide all technical and professional expertise, knowledge, management, and other resources required for developing the APPLICATION and HMAP; and

WHEREAS, CLIENT and CONSULTANT agree to comply with all applicable clauses described in 2 CFR 200.318-327 and Appendix II to Part 200 (Contract Provisions for Non-Federal Entity Contracts under Federal Awards).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, it is hereby agreed as follows:

1. Responsibilities; Services and Duties

- A. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, documents, estimates, specifications, reports, studies and other material (all items collectively hereinafter called "PROJECT DOCUMENTS") and plan consulting services (hereinafter "SERVICES") furnished by the CONSULTANT in strict accordance with the terms, covenants, and conditions of this AGREEMENT and applicable Federal, State, and local laws, rules and regulations.
- B. CLIENT approval of PROJECT DOCUMENTS, services, and incidental consulting services shall not in any way relieve the CONSULTANT of responsibility for the technical accuracy of the consulting services performed.

Professional Services Agreement

- C. CONSULTANT and CLIENT shall negotiate mutually agreeable terms and compensation for completing additional services beyond those stated in the AGREEMENT, should the need arise.
- D. CLIENT's Contract Manager will be responsible for exercising general oversight of CONSULTANT's activities in completing SERVICES stated in the AGREEMENT. CLIENT's Contract Manager will represent the CLIENT's interests in resolving day-to-day issues that may arise during the term of this AGREEMENT, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the CONSULTANT, and shall approve all invoices for payment, as appropriate. The CLIENT's Contract Manager shall give the CONSULTANT timely feedback on the acceptability of progress and task reports.
- E. CONSULTANT's Contract Manager for this engagement shall be Heather Ferrara; Phone: 205-586-6616; Email: heather@h2opartnersusa.com.

CLIENTS's Contract Manager for the engagement shall be {Brandon High, Emergency Management Coordinator, bhigh@schertz.com.

2. Scope of Services

- A. The Scope of Services for the completion of the APPLICATION and HMAP will be included in Task Orders to be signed by the Parties.
- B. Task Order 1 is the development of the APPLICATION and Task Order 2 is the development of the HMAP. Execution of Task Order 2 is contingent upon receipt of grant funding (Task Order 1).

3. Term and Termination

- A. The term for the development of the APPLICATION and HMAP are set in Task Order 1 and Task Order 2, respectively. CONSULTANT agrees to begin work on the HMAP following approval of the APPLICATION and shall continue work until final FEMA approval of the HMAP.
- B. This AGREEMENT may be extended upon the execution of an additional written Letter of Agreement signed by CONSULTANT and CLIENT. CONSULTANT may modify the time of performance upon written approval from CLIENT.

Professional Services Agreement

- C. CLIENT may terminate this AGREEMENT, or any portion of it, by serving a notice of termination on the CONSULTANT, which shall be effective on the date of the receipt of the notice of termination. The notice shall state whether the termination is for convenience of CLIENT or for default of the CONSULTANT.
- D. If the termination is for default, the notice shall state the manner in which the CONSULTANT has failed to perform the requirements of the AGREEMENT.
- E. If the termination is for the convenience of CLIENT, the CONSULTANT shall be paid its costs up to the time of notice to stop work.
- F. Termination of the AGREEMENT by CLIENT releases CONSULTANT from all obligations subsequent to the point of termination, and the CONSULTANT shall immediately deliver to CLIENT all material and products completed or in progress.

4. Compensation

- A. In consideration for the services to be performed under this AGREEMENT, CLIENT shall pay, and CONSULTANT shall receive, compensation as set forth in Task orders to be signed by the Parties.
- B. CONSULTANT shall invoice CLIENT monthly. The invoice will describe the work completed and include any expenses incurred. CLIENT shall retain ten percent (10%) of the fee for the development of the HMAP to be paid to CONSULTANT upon approval of the HMAP.
- C. CLIENT shall pay CONSULTANT for services rendered no later than 45 days from the invoice date. However payment for the first invoice will be rendered no later than 90 days from the first payment.
- D. All invoices will be sent to CLIENT electronically to Brandon High, Emergency Management Coordinator, bhigh@schertz.com and accountspayable@schertz.com.

5. Independent Contractor

The services performed hereunder by the CONSULTANT shall be subject to CLIENT'S inspection and approval, but the detailed manner and method of doing said services shall be under the control of the CONSULTANT. In the performance of services hereunder, CONSULTANT shall be deemed an independent contractor, and any of its employees performing services required hereunder shall be deemed solely employees of CONSULTANT or its subcontractor, and not employees of the CLIENT.

Professional Services Agreement

6. Laws and Ordinances

- A. CONSULTANT shall at all times observe and comply with all federal, state, and local laws, ordinances, rules, regulations, and orders of any public authority, which in any manner affect this AGREEMENT, the APPLICATION, and the HMAP.
- B. CONSULTANT agrees, moreover, not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, national origin, genetic information, or any other legally protected category.
- C. CONSULTANT agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990. The CONSULTANT agrees that the indemnification provisions of Section 9 "Indemnification and Insurance" encompass any failure by the CONSULTANT to comply with this article.
- D. CONSULTANT agrees to provide the Texas Division of Emergency Management and/or the General Land Office, Federal Emergency Management Agency (FEMA) Administrator and/or the U.S. Department of Housing and Urban Development (HUD), the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions. The CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. In compliance with the Disaster Recovery Act of 2018, the CLIENT and CONSULTANT acknowledge and agree that no language in the is AGREEMENT is intended to prohibit audits or internal reviews by the FEMA Administrator, HUD, or the Comptroller General of the United States.
- E. CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The CONSULTANT agrees to report each violation to CLIENT and understands and agrees that CLIENT will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA) and/or the Department of Housing and Urban Development (HUD), and the appropriate Environmental Protection Agency Regional Office. The CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA or HUD.

Professional Services Agreement

- F. CONSULTANT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The CONSULTANT agrees to report each violation to CLIENT and understands and agrees that CLIENT will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency (FEMA) and/or the Department of Housing and Urban Development (HUD), and the appropriate Environmental Protection Agency Regional Office. The CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA HUD.
- G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - CONSULTANT certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The CONSULTANT shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

7. Debarment and Suspension

This AGREEMENT is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the consultant is required to verify that none of the consultant's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The CONSULTANT must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by CLIENT. If it is later determined that the consultant did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to CLIENT the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Professional Services Agreement

8. Indemnification and Insurance

- A. CONSULTANT agrees to indemnify and hold harmless CLIENT from and against any losses, claims, liabilities, or damages occurring as a result of or arising out of this AGREEMENT on account of CONSULTANT's negligence or willful misconduct (or the negligence or willful misconduct of any of their respective affiliates), to the extent not caused by the fault of CLIENT. CONSULTANT further agrees to indemnify and hold harmless CLIENT from and against any losses, claims, liabilities, or damages alleged by CONSULTANT'S employees, contractors, subcontractors and representatives relating to the work performed under this AGREEMENT.
- B. CONSULTANT warrants that it maintains 1) general liability insurance and 2) workers' compensation insurance on all of its employees.

9. Dispute Resolution

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute.
- B. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas, including provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE. The provisions and obligations of this Agreement are performable in Guadalupe County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Guadalupe County, Texas.

10. Modifications

This AGREEMENT may be modified or amended if approved, in writing by both parties. No pre-printed or similar terms on any the CONSULTANT invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the AGREEMENT.

Professional Services Agreement

11. Notices

- A. All notices and communications under this AGREEMENT to be delivered to the CLIENT shall be sent to the physical or email address of the CLIENT as follows, unless and until the CONSULTANT is otherwise notified:

City of Schertz
Attn: Emergency Management
1400 Schertz Parkway
Schertz, TX 78154
bhigh@schertz.com
210-619-1300

- B. All notices and communications under this AGREEMENT to be delivered to the CONSULTANT shall be sent to the address of the CONSULTANT as follows, unless and until the CLIENT is otherwise notified:

H2O Partners, Inc.
PO Box 130160
Austin, TX 78716
Attn: Heather Ferrara
heather@h2opartnersusa.com

12. Legal Construction

- A. The validity of this AGREEMENT and of any of its terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.
- B. In case any one or more of the provisions contained in this AGREEMENT shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The parties further agree to reform the AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- C. This AGREEMENT may not be changed except by a written agreement signed by both parties. The persons signing this AGREEMENT warrant and represent that they have read and understood this AGREEMENT and are authorized to sign it on behalf of each party.

Professional Services Agreement


13. Additional Terms and Conditions

- A. Attached hereto and incorporated herein is Exhibit A – City of Schertz Standard Contract Rider.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed on the day and year first above written.

H2O Partners, Inc.

BY:



NAME:

Eric Howard

TITLE:

Vice President

DATE:

11.7.2024

City of Schertz, Texas

BY:

NAME:

Steve Williams

TITLE:

City Manager

DATE:

Professional Services Agreement

EXHIBIT A
CITY OF SCHERTZ
ADDITIONAL REQUIRED TERMS AND CONDITIONS

(A) Subletting.

The Contractor shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Contractor of any responsibility for work done by such subcontractor.

(B) Compliance with Laws.

The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the City with satisfactory proof of compliance.

(C) Non-Collusion.

Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.



Professional Services Agreement

(D) Force Majeure.

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

(E) Non-Boycott of Israel.

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

Relevant definitions from the bill:

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

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

Professional Services Agreement

(F) Non-Boycott of Energy.

Pursuant to Texas Senate Bill 13 (2021), Contractor certifies that either (i) it does not boycott Israel and will not boycott energy companies; and (2) will not boycott energy companies during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.

(G) Non-Boycott of Firearm Entity.

Pursuant to Texas Senate Bill 19 (2021), Contractor certifies that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

(H) Access to Premises.

Authorized representatives of the Contractor will be allowed access to the facilities on City premises at reasonable times to perform the obligations of the Contractor regarding such facilities. Contractor shall adhere to all City rules, regulations, and guidelines while on City property. It is expressly understood that the City may limit or restrict the right of access herein granted in any manner considered necessary (e.g., national security, public safety).

(I) Indemnification.

CONTRACTOR AGREES TO INDEMNIFY AND HOLD THE CITY OF SCHERTZ, TEXAS AND ALL OF ITS PRESENT, FUTURE AND FORMER AGENTS, EMPLOYEES, OFFICIALS AND REPRESENTATIVES HARMLESS IN THEIR OFFICIAL, INDIVIDUAL AND REPRESENTATIVE CAPACITIES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, LIENS AND EXPENSES (INCLUDING ATTORNEY'S FEES, WHETHER CONTRACTUAL OR STATUTORY), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY, AND WHETHER ACTUAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL), OF ANY CONCEIVABLE CHARACTER, FOR INJURIES TO PERSONS (INCLUDING DEATH) OR TO PROPERTY (BOTH REAL AND PERSONAL) CREATED BY, ARISING FROM OR IN ANY MANNER RELATING TO THE WORK OR GOODS PERFORMED OR PROVIDED BY CONTRACTOR – EXPRESSLY INCLUDING THOSE ARISING THROUGH STRICT LIABILITY OR UNDER THE CONSTITUTIONS OF THE UNITED STATES.

(J) Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire.

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

Professional Services Agreement

(L) Certificate of Interested Parties

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

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

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

(M) Payments Subject to Future Appropriation.

This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to Contractor.

1. All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.
2. The payments to be made to Contractor, or other expenditures under this Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52-a of the Texas Constitution or Chapter 380 of the Texas Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.
3. In the event the City does not appropriate funds in any fiscal year for payments due or expenditures under this Agreement, the City shall not be liable to Contractor for such payments or expenditures unless and until appropriation of said funds is made; provided,

Professional Services Agreement

however, that Contractor, in its sole discretion, shall have the right but not the obligation to terminate this Agreement and shall have no obligations under this Agreement for the year in respect to which said unappropriated funds relate.



TASK ORDER 1 – PLANNING GRANT

This Task Order is made part of and governed by the terms and provisions of the AGREEMENT FOR PROFESSIONAL SERVICES (AGREEMENT), dated as of ____ day of _____, 2024, by and between H2O Partners, Inc. (CONSULTANT) and City of Schertz, Texas, (CLIENT). All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement.

A. BACKGROUND

- CONSULTANT shall develop all items and materials necessary for the completion of the APPLICATION, including:
 1. Developing a narrative statement and scope of work;
 2. Identifying hazards and historical occurrences;
 3. Detailing the proposed work schedule;
 4. Developing a budget; and
 5. Completing State and Federal assurance forms.

- CONSULTANT shall fulfill all requirements of the APPLICATION.

- CONSULTANT shall submit the APPLICATION electronically to the General Land Office (GLO), and provided the CLIENT with an electronic copy of the APPLICATION.

- CONSULTANT shall correspond with State and Federal agencies throughout the development and submission of the APPLICATION, as necessary.

- CLIENT shall provide identifying data that may be necessary for the completion of the APPLICATION as requested by CONSULTANT, including signing forms as needed.

- The scope of services for this AGREEMENT covers only the completion of the APPLICATION, and specifically excludes any administration or management of the grant, if awarded.

B. PRICING

In consideration for the services to be performed, CLIENT shall pay, and CONSULTANT shall receive, compensation as hereinafter set forth. CONSULTANT shall be paid a firm fixed fee of \$1,690 in consideration for the services to be performed under this AGREEMENT. The above pricing represents the maximum cost ceiling, including expenses.

APPROVAL/ACCEPTANCE

Acceptance of the terms of this Task Order is acknowledged by the following signatures of the authorized representatives of the parties to the Agreement. This Task Order consists of this document and any supplemental pages attached and referenced hereto.

TASK ORDER

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be duly executed on the day and year first above written.

H2O Partners, Inc.

BY:

NAME: _____ Eric Howard

TITLE: _____ Vice President

DATE: _____

City of Schertz, Texas

BY:

NAME: _____ Steve Williams

TITLE: _____ City Manager

DATE: _____



TASK ORDER – 2 – Hazard Mitigation Plan

This Task Order is made part of and governed by the terms and provisions of the AGREEMENT FOR PROFESSIONAL SERVICES (AGREEMENT), dated as of ____ day of _____ 2024, by and between H2O Partners, Inc. (CONSULTANT) and City of Schertz, Texas (CLIENT). All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement.

A. BACKGROUND

- CONSULTANT shall develop a Hazard Mitigation Action Plan (HMAP) following award of the Local Hazard Mitigation Plan Program (LHMPP) planning grant APPLICATION.
- CONSULTANT will conduct a Kick-off Workshop, Risk Assessment Workshop, and Mitigation Action Workshop, with public meetings following the workshops. All workshops and meetings will be scheduled with the CLIENT.
- CONSULTANT will facilitate the development of a Planning Team and develop a detailed tracking contact sheet for the management of documents requested.
- CONSULTANT will develop all meeting and workshop notices and materials.
- CONSULTANT will develop and distribute a capability assessment to the CLIENT in order to review and incorporate, if appropriate, any existing plans, studies, reports and technical information into the HMAP.
- CONSULTANT shall develop a format for the HMAP.
- CONSULTANT shall develop a public survey in addition to public and stakeholder presentations in order to provide for a detailed process of public involvement.
- CONSULTANT will complete a review of the previous risk assessment and conduct a new analysis and risk and vulnerability assessment for the HMAP.
- CONSULTANT will develop materials and conduct a Risk Assessment Workshop based on preliminary results of the risk assessment.
- CONSULTANT will conduct a Mitigation Action Workshop to review with CLIENT previous mitigation actions and identify and prioritize new hazard mitigation strategies for the creation of hazard mitigation actions to be included in the HMAP.

TASK ORDER

- CONSULTANT will collect and compile all records of the meetings held for the purposes of plan certification.
- CONSULTANT will complete data collection worksheets as required, identifying potential measures, and identifying local capabilities and calculate loss estimates for various hazards.
- CONSULTANT shall write and develop each section of the HMAP and submit a preliminary draft version to CLIENT.
- CONSULTANT will revise the HMAP as necessary and submit a draft to TDEM, following the receipt of comments and revisions from CLIENT.
- CONSULTANT shall complete the review tool for the HMAP and complete revisions as required by TDEM.
- Once the HMAP is approved by TDEM and submitted to FEMA, CONSULTANT shall revise the HMAP and review tool if required by FEMA.
- After FEMA approves the HMAP, CONSULTANT shall provide CLIENT with a digital download of the HMAP.
- CLIENT shall be responsible for all grant administration and management services, including completing quarterly reports, reviewing contracts and invoices; preparing reimbursement requests with invoices, collecting all in-kind documentation from participating jurisdictions; and preparing files for project closeout.

B. PRICING – TASK ORDER 2

In consideration for the services to be performed, CONSULTANT shall be paid a firm fixed price amount of \$63,570.

C. TERM

The term of Task Order 2 shall begin on the date signed and continue until final FEMA review and approval of the HMAP.

APPROVAL/ACCEPTANCE

Acceptance of the terms of this Task Order is acknowledged by the following signatures of the authorized representatives of the parties to the Agreement. Task Order 2 consists of this document and any supplemental pages attached and referenced hereto.

TASK ORDER

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be duly executed on the day and year first above written.

H2O Partners, Inc.

City of Schertz, Texas

BY:

BY:

NAME:

Eric Howard

NAME:

Steve Williams

TITLE:

Vice President

TITLE:

City Manager

DATE:

DATE:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/8/2024

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

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

PRODUCER Adams Risk Management Services, LLC Adams Insurance Service, Inc. 427 W. 20th Street, Suite 500 Houston TX 77008	CONTACT NAME: Jody Berry PHONE (A/C, No, Ext): 713-869-8346 E-MAIL ADDRESS: jberry@adamsins.com		FAX (A/C, No): 713-869-9114
	INSURER(S) AFFORDING COVERAGE		
INSURED H2O Partners Inc. 260 Addie Roy Rd., Ste. 150 Austin TX 78746	H2OPART-01	INSURER A: Employers Mutual Casualty Company INSURER B: EMCASCO Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 21415 21407

COVERAGES

CERTIFICATE NUMBER: 931342811

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	4D81176	9/15/2024	9/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	4E81176	9/15/2024	9/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	4J81176	9/15/2024	9/15/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

THE GENERAL LIABILITY POLICY INCLUDES THE FOLLOWING ENDORSEMENTS: 1) CG7578.3 - BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN CONTRACT EXECUTED PRIOR TO LOSS. 2) CG7650 and CG7578.3 - WHO IS AN INSURED IS AMENDED TO INCLUDE ANY PERSON OR ORGANIZATION THAT YOU AGREE IN A WRITTEN CONTRACT REQUIRING INSURANCE TO INCLUDE AS AN ADDITIONAL INSURED. IF THE WRITTEN CONTRACT REQUIRING INSURANCE SPECIFICALLY REQUIRES THAT THIS INSURANCE APPLY ON A PRIMARY BASIS OR A PRIMARY & NON-CONTRIBUTORY BASIS, THIS INSURANCE IS PRIMARY TO OTHER INSURANCE AVAILABLE TO THE ADDITIONAL INSURED AS A NAMED INSURED. 3) CG7429 - PER PROJECT AGGREGATE LIMITS OF INSURANCE.

THE AUTOMOBILE POLICY INCLUDES THE FOLLOWING ENDORSEMENTS: 1) CA7450-BLANKET ADDITIONAL INSURED AS REQUIRED BY WRITTEN See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Schertz
 Attn: Purchasing Department
 1400 Schertz Parkway
 Schertz TX 78154

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Adams Risk Management Services, LLC		NAMED INSURED H2O Partners Inc. 260 Addie Roy Rd., Ste. 150 Austin TX 78746	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

CONTRACT EXECUTED PRIOR TO THE BODILY INJURY OR PROPERTY DAMAGE AND BLANKET WAIVER OF SUBROGATION AS REQUIRED BY WRITTEN CONTRACT. IF THE WRITTEN CONTRACT REQUIRING INSURANCE SPECIFICALLY REQUIRES THAT THIS INSURANCE APPLY ON A PRIMARY BASIS OR A PRIMARY & NON-CONTRIBUTORY BASIS, THIS INSURANCE IS PRIMARY TO OTHER INSURANCE AVAILABLE TO THE ADDITIONAL INSURED AS A NAMED INSURED.

THE UMBRELLA LIABILITY POLICY APPLIES IN EXCESS OF THE UNDERLYING GENERAL LIABILITY AND AUTO LIABILITY POLICIES ABOVE INCLUDING FOLLOWING THE TERMS OF ANY ADDITIONAL INSURED ENDORSEMENTS. THE POLICIES FOLLOW THE TERMS AND CONDITIONS OF SUCH UNDERLYING POLICIES UNLESS THEY ARE INCONSISTENT WITH THE TERMS OF THE POLICY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ELITE EXTENSION – TEXAS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion **a.** is amended as follows:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion **g.(2)** is amended as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 60 feet long; and
 - (b) Not being used to carry person(s) or property for a charge;

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	Deductible
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

- a. The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:

- (1) insureds;
- (2) claims made or "suits" brought;
- (3) persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.
- c. If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.
- d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs **j.(3)**, **j.(4)**, **j.(6)** and **k.** do not apply to use of elevators.

This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions Paragraph 4. Other Insurance.**

E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

F. MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage **C.**, that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

G. SUPPLEMENTARY PAYMENTS

Supplementary Payments – Coverages A and B Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

H. SUBSIDIARIES AS INSURED

Section II – Who Is An Insured is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

I. BLANKET ADDITIONAL INSURED – AS REQUIRED BY CONTRACT

1. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph **2.** below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:
 - (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
 - (b) The construction, erection or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance.
 - (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) The insurance afforded any vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by any vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

(1) This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land;

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

(2) "Bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.

Their status as additional insured under this endorsement ends when:

1. The license granted to you by such person(s) or organization(s) expires; or
2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.

k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.

l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.

m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.

3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.

4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**

If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

J. **COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS**

Section II – Who is an Insured, Paragraph 2.a. (1) is amended to add the following:

e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

K. **HEALTH CARE SERVICE PROFESSIONALS AS INSURED - INCIDENTAL MALPRACTICE**

Section II – Who is an Insured, Paragraph 2.a. (1) (d) is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

L. **NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

Section II – Who Is An Insured, Paragraph 3.a. is replaced by the following:

3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

M. **DAMAGE TO PREMISES RENTED TO YOU**

Section III – Limits of Insurance, Paragraph 6. is replaced by the following:

Subject to 5.a. above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

N. MEDICAL PAYMENTS – INCREASED LIMITS

Section III – Limits of Insurance, Paragraph 7. is replaced by the following:

7. Subject to Paragraph 5. above, \$10,000 is the Medical Expense Limit we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:
- (a) No Coverage; or
 - (b) \$1,000; or
 - (c) \$5,000; or
 - (d) A limit higher than \$10,000.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions Paragraph 2. is amended to add the following:

1. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:
- (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An "executive officer" or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.
2. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
- (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An "executive officer" or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.

P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION

Section IV – Commercial General Liability Conditions Paragraph 4. **Other Insurance** is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions Paragraph 6. **Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV – Commercial General Liability Condition Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- 1. Your ongoing operations; or
- 2. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- 1. Is in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to loss.

S. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

T. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN
CONSTRUCTION CONTRACT – PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard" but only if:
 - (1) A written contract requires you to provide such coverage to such additional insured; and
 - (2) The coverage form to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law;
- b. Will not be broader than that which you are required by the contract to provide for such additional insured.
- c. Only applies if the "bodily injury", "property damage" or "personal and advertising injury" takes place subsequent to the execution of such written contract; and

d. Only applies while such written contract is in force.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural, engineering or surveying activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on the behalf of the additional insured.

However, if a written contract requires you to defend or indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to what is required in such written contract.

3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage form.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

- E. All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT — AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your projects away from premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. BLANKET ADDITIONAL INSURED

The **Who Is An Insured** provision under **Section II – Covered Autos Liability Coverage** is amended to include the following as an "insured":

1. Any person or organization whom you have agreed in a written contract or agreement to name as an additional "insured" under your "auto" Policy to provide "bodily injury" or "property damage" coverage, but only with respects to liability arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance afforded to such additional "insured" will not be broader than that which you are required to provide for such additional "insured" and applies only to a written contract executed prior to the "bodily injury" or "property damage" and is still in force at the time of the "accident".
2. With respect to the insurance afforded to the additional "insured" described above, the following is added to **Section – C. Limit Of Insurance Covered Autos Liability Coverage**:

The most we will pay on behalf of the additional "insured" is the amount of insurance:

- (1) Required by the written contract or agreement described above, or

- (2) Available under the applicable Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations; whichever is less.

C. EMPLOYEES AS INSURED

The following is added to the **Section II – Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** in the Business Auto Coverage Form is amended by the addition of the following:

For Hired Auto Physical Damage Coverage any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business is deemed to be a covered "auto" you own.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this Policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the Policy period, whichever is earlier.

F. SUBSIDIARIES AS INSURED

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this Policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability Policy or was an "insured" under such a Policy but for termination of that Policy or the exhaustion of the Policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. **Exclusions in Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING AND LABOR

Section III – Physical Damage Coverage, A.2. Towing And Labor is replaced with the following:

We will pay for **Towing And Labor** costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" that is a private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside

a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like, kind and quality as the stolen covered "auto".

L. ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

All electronic equipment that reproduces, receives or transmits audio, visual, or data signals in any one "loss" is \$5,000, in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following: If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision Coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow is deemed to be a covered "auto" you own, subject to the following limit and deductible:

- (1) The most we will pay for loss to any leased, hired, rented or borrowed "auto" is the lesser of up to a limit of \$100,000, Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for **Loss Of Use** of a hired auto to a leasing or rental concern for a monetary loss

sustained, provided it results from an "accident" for which you are legally liable.

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

N. AUTO LOAN/LEASE GAP COVERAGE

Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions is amended by the addition of the following:

Autos of the private passenger, light or medium trucks that are loaned or leased for a period of six months or longer and which have been provided Physical Damage Coverage is a covered "auto" under this Policy for which a premium charge has been made for Comprehensive, Specified Cause of Loss, or Collision Coverage. We will pay any unpaid amount due up to a limit of \$10,000 on the lease or loan for a covered "auto", including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the Policy's **Physical Damage Coverage**; and
2. Any:
 - a. Overdue or any deferred lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

The insurance provided by this Auto Loan/Lease Gap Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to Personal Property Of Others in or on your covered "auto" in the event of a covered "auto" loss.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your Personal Effects not otherwise covered in the Policy or, if you

are an individual, the Personal Effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension Personal Effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal Effects does not include tools, jewelry, guns, money and securities, or musical instruments.

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. We will pay for **Rental Reimbursement Expenses** incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the Policy period beginning 24 hours after the "loss" and ending, regardless of the Policy's expiration, with the lesser of the following number of days
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your **Rental Reimbursement Expenses** which is not already provided for under the **Physical Damage – Transportation Expense**

Coverage Extension included in this endorsement.

7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this Policy.

S. VEHICLE WRAPS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. Vehicle wraps that are damaged are covered at the lesser of replacement cost or the original purchase cost of the vehicle wrap, whichever is less, up to \$2,000.

This coverage does not apply to wear and tear.

T. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this Policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

U. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph C. **Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total "loss" to a covered "auto" you own of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay to replace such covered "auto", minus any applicable deductible shown in the Declarations, at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

V. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible Subparagraph 2. is replaced by the following:

2. Regardless of the number of covered "autos" damaged or stolen the maximum deductible applicable for all "loss" in any one event caused by:

- a. Theft or Mischief or Vandalism; or
- b. All Perils
- c. Collision

Will be equal to two times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive, Specified Causes of Loss or Collision Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

W. FULL GLASS COVERAGE

Section III – Physical Damage Coverage, D. Deductible is amended by the addition of the following:

If the Comprehensive Coverage applies to the covered "autos", no Comprehensive Coverage Deductible applies to the cost of repairing or replacing damaged glass on the covered "auto(s)".

X. PHYSICAL DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM

Section III – Physical Damage D. Deductible is amended by adding the following:

Comprehensive Coverage Deductible shown in the Declaration will be reduced by 50% for any "loss" caused by theft of the vehicle when equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

Y. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

Z. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph 5. of Paragraph A. **Loss Conditions** of **Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, we waive any right of recovery we may have against any person, or organization with whom you have a

written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

AA. PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

Section IV – Business Auto Conditions, B. General Conditions, 5. Other Insurance c. is replaced by the following:

This Coverage Form's **Covered Autos Liability Coverage** is primary to and will not seek contribution from any other insurance available to an "insured" under your Policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

AB. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this Policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

AC. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AD. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/08/2024

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

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

PRODUCER Doug Jones (Justworks) c/o Artex Risk Solutions, Inc. P.O. Box 13838 Scottsdale, AZ 85267	CONTACT NAME: Justworks Customer Success PHONE (A/C, No, Ext): (888) 534-1711 E-MAIL ADDRESS: support@justworks.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Justworks Employment Group LLC PO Box 7119 Church Street Station New York, NY 10008-7119	INSURER A: American Zurich Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 24NY0171197653

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	WC 00-94-236-08	06/01/2024	06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
				Location Coverage Period:	06/01/2024	06/01/2025	Client# 146324-TX	

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

Coverage is provided for only those co-employees of, but not subcontractors to:

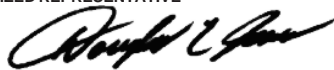
Alt. Emp: H2O Partners Inc. dba: H2O Partners
 260 Addie Roy Rd. Suite 150
 Austin, TX 78746

Job Locations: 1400 Schertz Parkway, Schertz, TX 78154. Job Duties: Administrative duties to secure funding local hazard mitigation plan program by writing applications to governmental entities for funding approval. Start Date: 10/08/2024. Waiver effective through policy term.

Endorsements: Waiver of Subrogation, 30 days written cancel notice (10 days for non payment of premium)

CERTIFICATE HOLDER

CANCELLATION

City of Schertz 1400 Schertz Parkway Schertz, TX 78154	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver

City of Schertz
1400 Schertz Parkway
Schertz, TX 78154

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

Job Locations: 1400 Schertz Parkway, Schertz, TX 78154. Job Duties: Administrative duties to secure funding local hazard mitigation plan program by writing applications to governmental entities for funding approval. Start Date: 10/08/2024. Waiver effective through policy term.

3. Premium:

The premium charge for this endorsement shall be \$0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

No Charge

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/08/2024

Policy No: WC 00-94-236-08

Endorsement No:

Insured: Justworks Employment Group LLC

Premium: \$

Insurance Company: American Zurich Insurance Company

Countersigned by



NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A.** If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
City of Schertz 1400 Schertz Parkway Schertz, TX 78154	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/08/2024

Policy No.: WC 00-94-236-08

Endorsement No:

Insured: Justworks Employment Group LLC
 PO Box 7119 Church Street Station

Premium: \$

Insurance Company: American Zurich Insurance Company

WC 99 06 33

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

H2O Partners, Inc.
Austin, TX United States

Certificate Number:
2024-1173165

Date Filed:
06/10/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Schertz, TX

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2024-010
Planning & Management Services Related to Community Development Block Grant - Mitigation ("CDBG-MIT") Local Hazard Mitigation Plans Program ("LHMPP")

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

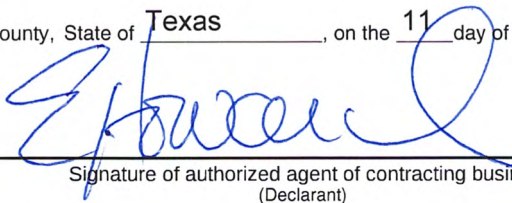
6 UNSWORN DECLARATION

My name is Eric Howard, and my date of birth is October 23, 1961.

My address is 260 Addie Roy Rd, Suite 150, Austin, TX, 78746, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 11 day of June, 2024.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

CITY COUNCIL MEMORANDUM

City Council Meeting: November 19, 2024
Department: Planning & Community Development
Subject: Workshop regarding updating the Unified Development Code in relation to Temporary Signs. (B.James/L.Wood/E.Delgado)

BACKGROUND

Based on the workshop held at the November 12, 2024, City Council Workshop Meeting, staff received additional questions from the development and business community that were not discussed at the original workshop. The purpose of the November 19, 2024, workshop is to discuss those additional questions and receive guidance on how to proceed forward with the Unified Development Code update. Specifically, staff is looking for direction on temporary signage for residential developments, including utilization of temporary signs for model homes. Additionally, based on the November 12, 2024, workshop it was discussed having different temporary sign regulations for new businesses within 90 days of receiving their Certificate of Occupancy. However, after the City Council meeting staff received questions from existing businesses and their ability to have additional temporary signage to promote special events, promotions, sales, etc. The previously discussed UDC amendment language would not allow existing businesses to utilize these new temporary sign requirements. At the November 19th workshop staff would like clarification from City Council on the ability for existing businesses to have additional temporary signs for these "special events".

Potential UDC Amendment Language:

Sec. 21.11.17. Temporary Signs.

A. General. Notwithstanding any other provisions of this Article, this section shall be applicable to all temporary signs for both residential and nonresidential developments.

B. Maximum Area. The maximum area permitted for temporary signs shall not exceed thirty-six square feet (36 sq. ft.), except as described in subsection G. New Business Temporary Signs.

C. Maximum Height. The maximum height permitted for temporary signs shall not exceed six feet (6'), except as described in subsection G. New Business Temporary Signs.

D. Minimum Setback. The minimum setback for all temporary signs shall be fifteen feet (15') from any property line.

E. Time Limitations. Temporary freestanding signs shall be permitted for a maximum of 180 days per calendar year. No additional temporary sign permit shall be issued for the same property or business for a period of fourteen (14) days after the expiration of the previous permit. There shall be no limit to the number of temporary sign permits that may be issued for a particular property or business. The cumulative total number of days for which all temporary sign permits issued for a property or business shall not exceed 180 calendar days.

F. Number of Signs. No more than two (2) types of temporary signs shall be permitted per business or tenant at any given time.

G. Special Event / Promotion Temporary Signs. Any business can apply for Special Event / Promotion Temporary Signage in addition to the Temporary Signs described above with the following requirements:

1. There is no maximum area, no maximum height, or limitation on the number of Special

Event / Promotion Temporary Signs that can be permitted.

2. Special Event / Promotion Temporary Signs are permitted for a maximum of thirty (30) consecutive days per calendar year with the issuance of a Temporary Sign Permit.
