MEETING AGENDA
City Council
JOINT CITY COUNCIL WITH PARKS AND RECREATION ADVISORY BOARD AND REGULAR SESSION CITY COUNCIL
March 23, 2021

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, MARCH 23, 2021 at 5:00 p.m.

City Council will hold a Special Joint Meeting with the Parks and Recreation Advisory Board followed by its regularly scheduled meeting at 5:00 p.m., Tuesday, March 23, 2021, at the City Council Chambers. In lieu of attending the meeting in person, residents will have the opportunity to watch the meeting via live stream on the City's YouTube Channel.

Call to Order

Mayor Gutierrez call the Special Joint Meeting to order. Chair McDow call the Special Joint Meeting to order.

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

Hearing of Residents

Residents who choose to watch the meeting via live stream, but who would like to participate in Residents to be Heard during the Special joint meeting, should email their comments to City Secretary, Brenda Dennis, at bdennis@schertz.com by 5:00 p.m. on Monday, March 22, 2021, SO THAT THE CITY SECRETARY MAY READ THE PUBLIC COMMENTS INTO THE RECORD UNDER THE HEARING OF RESIDENTS. In the body of the email please include your name, your address, phone number, agenda item # if applicable or subject of discussion, and your comments.

Workshop discussion

- **Parks, Recreation & Community Services Department focus and projects**
- **Parks & Recreation Board Priorities**
- **Recreation Center and Pool Operations**
- **Senior Center status and rates**

Adjournment

Chair McDow to adjourn Special Meeting followed by Mayor Gutierrez.

Call to Order

Mayor Gutierrez call the Regular Council meeting to order.

Presentations

- **Guadalupe Regional Medical Center** - Prescription Assistance report. (Mayor/Council/J. Riggs)

City Events and Announcements

- Announcements of upcoming City Events (B. James/C. Kelm/S. Gonzalez)
- Announcements and recognitions by the City Manager (M. Browne)
- Announcements and recognitions by the Mayor (R. Gutierrez**)**

Hearing of Residents

Residents who choose to watch the meeting via live stream, but who would like to participate in Residents to be Heard, should email their comments to City Secretary, Brenda Dennis, at bdennis@schertz.com by 5:00 p.m. on Monday, March 22, 2021, SO THAT THE CITY SECRETARY MAY READ THE PUBLIC COMMENTS INTO THE RECORD UNDER THE HEARING OF RESIDENTS. In the body of the email please include your name, your address, phone number, agenda item # if applicable or subject of discussion, and your comments.

*This time is set aside for any person who wishes to address the City Council. Each person should fill out the speaker's register prior to the meeting. Presentations should be limited to no more than **3** minutes.*

All remarks shall be addressed to the Council as a body, and not to any individual member thereof. Any person making personal, impertinent, or slanderous remarks while addressing the Council may be requested to leave the meeting.

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

Consent Agenda Items

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

1. **Minutes** – Consideration and/or action regarding the approval of the minutes of the regular meeting of March 2, 2021 and the minutes of the Special meeting of March 8, 2021. (B. Dennis)

2. **Resolution No. 21-R-20** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz Texas authorizing the execution of the construction contract for the Fire Station No. 2 Access and Drainage Improvements Project with C3 Environmental Specialties, LP, (C3 Environmental) for $210,816.66 and a not to exceed amount of $220,000. (B. James/K. Woodlee/J. Shortess)

3. **Resolution No. 21-R-24** - Consideration and/or action approving a Resolution authorizing an agreement with the developer of the Parklands II Subdivision project for construction of certain Public Improvements. (B. James/K. Woodlee)

4. **Resolution No. 21-R-17** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing EMS charity care adjustments and other matters in connection therewith. (C. Kelm/J. Mabbitt)

Discussion and Action Items

5. **Resolution No. 21-R-23** - Consideration and/or action approving a Resolution accepting the Comprehensive Annual Financial Report - CAFR Fiscal Year 2019-20. (M. Browne/B. James/J. Walters/B. Martin)

Public Hearings

6. **Ordinance No. 21-S-08-** Conduct a Public Hearing and consideration and/or action approving an Ordinance by the City Council of the City of Schertz , Texas on a request to rezone approximately 58 acres of land from Single-Family Residential / Agricultural (R-A) to Planned Development District (PDD), generally located approximately 1,560 feet north west of the intersection of FM 1518 and Ware-Seguin Road, also known as Bexar County Property Identification Numbers 310073, 310106, 310101, 310105, 310104, 310078, 1157215, 310077, and 310083, City of Schertz, Bexar County, Texas. (B. James / L. Wood / E. Delgado) ***First Reading***

7. **Ordinance No. 21-C-09** – Conduct a Public Hearing and consideration and/or action approving an Ordinance by the City Council of The City of Schertz, Texas amending The Code Of Ordinances of the City of Schertz Chapter 30, Fire Prevention And Protection by amending existing International Codes and adopting New International Codes; Providing for a period of compliance for certain provisions; Providing for severability; Providing for a fine of not more than five hundred dollars ($500.00) for each offense unless said violation is a

violation of a regulation governing; fire safety, public health and sanitation; then by a fine of not more than two thousand dollars ($2,000.00) for each offense. ***First Reading*** (C. Kelm/K. Long)

8. **Ordinance No. 21-C-07** - Conduct a Public hearing and consideration and/or action approving an Ordinance amending the Schertz Code of Ordinances, Chapter 18, Buildings and Building Regulations, by repealing existing International Codes and adopting new International Codes and adopting the revised Schertz Code of Ordinance, Chapter 18, Building and Building Regulations. ***First Reading*** (B. James/L. Wood/G. Durant)

Roll Call Vote Confirmation

Closed Session

9. The City Council will meet in Closed Session in accordance with Section 551.072 of the Texas Government Code to deliberate the purchase, exchange, sale, lease, or value of real property, or real estate needed for acquisition for a Wastewater Line Easement.

Reconvene into Regular Session

9a. Take any action based on discussion held in closed session under Agenda Item 9.

Roll Call Vote Confirmation

Information available in City Council Packets - NO DISCUSSION TO OCCUR

10. Farr West Specialty Vehicle Expenditures-Informational for City Council on expenditures not exceeding $50,000 with Farr West Specialty Vehicles for emergency equipment and installation for patrol fleet vehicles. (C. Kelm/M. Hansen/D. Roman).

11. Quarterly Financial Reports. (B. James/J. Walters)

12. **COVID-19 UPDATE** - Bi-Weekly COVID-19 Update.(C. Kelm/ K.Long/S.Hall)

Requests and Announcements

- Announcements by the City Manager.
- Requests by Mayor and Councilmembers for updates or information from staff.
- Requests by Mayor and Councilmembers that items or presentations be placed on a future City Council agenda.
- Announcements by Mayor and Councilmembers:

- City and community events attended and to be attended
- City Council Committee and Liaison Assignments (see assignments below)
- Continuing education events attended and to be attended
- Recognition of actions by City employees
- Recognition of actions by community volunteers

Adjournment

CERTIFICATION

I, BRENDA DENNIS, 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 19th DAY OF MARCH 2021 AT 2:30 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.

BRENDA DENNIS

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 _____, 2021. TITLE: _____

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

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

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

COUNCIL COMMITTEE AND LIAISON ASSIGNMENTS

Mayor Gutierrez	**Councilmember Scagliola – Place 5**
Audit Committee Investment Advisory Committee Main Street Committee	Cibolo Valley Local Government Corporation - Alternate Hal Baldwin Scholarship Committee Interview Committee for Boards and Commissions - Alternate Schertz-Seguin Local Government Corporation

Councilmember Davis– Place 1 Interview Committee for Boards and Commissions Main Street Committee - Chair Schertz Housing Authority Board TIRZ II Board	**Councilmember Scott – Place 2** Interview Committee for Boards and Commissions Schertz Animal Services Advisory Commission
Councilmember Whittaker – Place 3 Audit Committee TIRZ II Board	**Councilmember Dahle – Place 4** Cibolo Valley Local Government Corporation Interview Committee for Boards and Commissions TIRZ II Board
Councilmember Heyward – Place 6 Audit Committee Investment Advisory Committee Main Street Committee	**Councilmember Brown – Place 7** Main Street Committee Schertz-Seguin Local Government Corporation - Alternate

Agenda No.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**March 23, 2021**
Department:	**City Secretary**
Subject:	• **Guadalupe Regional Medical Center - Prescription Assistance report. (Mayor/Council/J. Riggs)**

BACKGROUND

On March 5, 2013, City Council approved an Interlocal Agreement with Guadalupe Regional Medical Center (the Hospital) relating to a prescription access program. This program offers assistance to qualified citizens of the city that enables them to purchase prescription medication at a significantly reduced price. The provision of a prescription assistance program is a public purpose and preserves and protects these qualified citizens' health and safety.

The Hospital will provide prescription medications free of charge or at a low cost to citizens who qualify for assistance under the guidelines established by each drug manufacturer and as described to the City by the Hospital. The Hospital will comply with all federal, state, county, and City laws, rules, ordinances, and regulations which may affect the agreement.

A written report will be provided by the Hospital to the City Council of the City on or about March 1 and September 1 of each year. This report will document that the payments made by the City have primarily benefited citizens of the City and will include such information as total number of resident patients served, number of prescriptions filled, retail dollar value of prescriptions, and sources of program funds.

GOAL

Continue to support the Prescription Assistance Program with Guadalupe Regional Medical Center.

COMMUNITY BENEFIT

The Hospital will provide prescription medications free of charge or at a low cost to citizens who qualify for assistance under the guidelines established by each drug manufacturer and as described to the City by the Hospital.

SUMMARY OF RECOMMENDED ACTION

Council to accept the Report Information.

FISCAL IMPACT

The fiscal impact to the City is $5,000 annually. This is a budgeted item. The City's contribution helps pay for the cost of administering the program.

RECOMMENDATION

Council to accept the Report Information.

Attachments

Report

Exhibit A
Report Information
Guadalupe Regional Medical Center
Prescription Assistance Program for Schertz Enrollees

September 1, 2020 thru February 28, 2021

BENEFIT

Total number of patients served by the program	891
Total number of Schertz residents served by the program	21
Total number of prescriptions provided by the program	19366
Retail dollar value of prescriptions provided by the PAP	$ 5,171,396.31
Retail dollar value of prescriptions provided to Schertz residents by PAP	$ 117,660.11
Number of prescriptions per Schertz patient per month	2.99
Average prescription retail price (3 month supply) per Schertz patient	$ 936.93
Average annual retail prescription benefit per Schertz patient	$ 11,205.72

SOURCES OF PROGRAM FUNDS (ANNUAL)

Schertz contribution to the program	$ -
Seguin contribution to the program	$ 5,000.00
Contributions to program by individuals	$ 13,591.58
Payments by patients ($15.00/month/patient)	$ 107,294.13
Grants received for the program (United Way)	$ -
Other sources of funds (identify sources)	
Glucose Monitor Rebates	$ -
Organization Contributions	$ -
Corporate Contributions	$ -
TOTAL REVENUE	**$ 125,885.71**
TOTAL EXPENSES	**$ (312,782.22)**
TOTAL NET	**$ (186,896.51)**

Agenda No. 1.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**March 23, 2021**
Department:	**City Secretary**
Subject:	**Minutes – Consideration and/or action regarding the approval of the minutes of the regular meeting of March 2, 2021 and the minutes of the Special meeting of March 8, 2021. (B. Dennis)**

BACKGROUND

The City Council held a Regular City Council meeting on March 2, 2021 and a Special Meeting on March 8, 2021.

RECOMMENDATION

Recommend Approval.

Attachments

3-2-2021 Minutes

3-8-2021 Minutes

D R A F T

MINUTES
REGULAR MEETING
March 2, 2021

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on March 2, 2021, 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 Jill Whittaker; Councilmember Mark Davis; Councilmember Rosemary Scott; Councilmember Michael Dahle; Councilmember David Scagliola; Councilmember Allison Heyward; Councilmember Tim Brown
City Staff:	City Manager Dr. Mark Browne; Assistant City Manager Brian James; Assistant City Manager Charles Kelm; City Attorney Daniel Santee; Assistant to the City Manager Sarah Gonzalez; City Secretary Brenda Dennis; Deputy City Secretary Sheila Edmondson

Call to Order

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

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

Councilmember Heyward provided the opening prayer followed by the pledges of allegiance to the Flags of the United States and State of Texas.

Mayor Gutierrez stated he has a special announcement: Council and guests, while seated it is perfectly fine for you to remove your mask or while speaking at the podium, but as you approach the dais or depart the Chamber we respectfully ask that you place your face mask back on.

Employee Recognition

Each Department Head introduced their new employees.

- Jack Bluebird Sr. - IT Systems Administrator, and Andrew Conley IT Support

Specialist (B. James/M. Clauser)
- Luis Hinojosa - Public Works Street Worker 1 (J. Kelm/S. Williams/D. Letbetter)

City Events and Announcements

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

Assistant City Manager Charles Kelm provided the following information:

Wednesday, March 3rd
(Rescheduled from February 17th)
Breakfast with the Blue
Abel's Diner, 17327 IH 35 N
8:00-10:00 AM
Get to know your neighbors and local police officers over breakfast!

Wednesday, March 3rd
Main Street Committee Meeting
Council Chambers
6:00 PM

Saturday, March 6th
Kick Cancer VIRTUAL 5K/1K will take place March 5-15, 2021 to raise funds for cancer research. Participants are encouraged to complete the 5K/1K at their favorite park and then submit their results for event prizes.
Register online at Schertz.com

Tuesday, March 9th
Council meeting cancelled

Tuesday, March 23rd
Next regular scheduled Council meeting

Sundays, April 18th through May 23rd
Adult Kickball League (ages 21 years and older) sponsored by the Schertz Parks & Rec Social League
Games will be played Sunday evenings from 6-10 PM, April 18th through May 23rd at Thulemeyer Park
Register online at Schertz.com or call the Parks Department at 210-619-1850 for more information.
Registration includes a team t-shirt!

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

City Manager Mark Browne recognized Officer Kelly Kallies who recently

graduated LEMIT LCC - Law Enforcement Management Institute of Texas - Leadership Command College.

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

  No announcements at this time.

Hearing of Residents
*This time is set aside for any person who wishes to address the City Council. Each person should fill out the speaker's register prior to the meeting. Presentations should be limited to no more than **3** minutes.*

All remarks shall be addressed to the Council as a body, and not to any individual member thereof. Any person making personal, impertinent, or slanderous remarks while addressing the Council may be requested to leave the meeting.

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

Mayor Gutierrez recognized the following who spoke:

- Ms. Mandy Moore, 1563 N, Santa Clara, who addressed Council regarding Police accountability.
- Mr. Leonard Moore, 1563 N. Santa Clara, who also addressed Council regarding Police accountability and use of force.
- Ms. Maggie Titterington, 1730 Schertz Parkway, who provided Council with The Chamber upcoming events.

Consent Agenda Items

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

Mayor Gutierrez read the following items into record:

1. **Minutes** – Consideration and/or action regarding the approval of the minutes of the regular meeting of February 23, 2021. (B. Dennis)

2. **Resolution No. 21-R-18** - Consideration and/or action approving a Resolution accepting the Semi-annual report with respect to the progress of the Capital Improvements Plan, and other matters in connection therewith. (B. James/J. Walters)

3. **Ordinance No. 21-A-05** - Consideration and/or action on a request for voluntary annexation of approximately 214 acres generally located approximately 6,000 feet east of the intersection between FM 1518 and Lower Seguin Road, also known as Bexar County Property Identification Numbers 309419, 309811, 310011, and 310013, Bexar County, Texas. ***Final Reading*** (B. James, L. Wood, N. Koplyay)

4. **Resolution No.21-R-15** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing a contract with San Antonio Constructors, LTD, relating to the Schertz Parkway Concrete Pavement Repair Project and authorizing the budget expenditures for the project. (M. Browne/B. James/K. Woodlee/J. Nowak)

Mayor Gutierrez asked Council if there were any items they wished to be removed for separate action. No items were removed from consent.

Moved by Councilmember Allison Heyward, seconded by Councilmember Tim Brown to approve consent agenda items 1 through 4.

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

Passed

Discussion and Action Items

5. **Ordinance No. 21-S-06** - Consideration and/or action on a request to rezone approximately 229 acres of land to Planned Development District (PDD), generally located approximately 6,000 feet east of the intersection between FM 1518 and Lower Seguin Road, also known as Bexar County Property Identification Numbers 309419, 309811, 310011, and 310013, City of Schertz, Bexar County, Texas. ***Final Reading*** (B. James, L. Wood, N. Koplyay)

Mayor Gutierrez open up this item for Council questions. A discussion was held by members of Council who provided their views and thoughts on approval or disapproval of the proposed zoning change.

Moved by Mayor Pro-Tem Jill Whittaker, seconded by Councilmember Michael Dahle to approve Ordnance 21-S-06 on final reading.

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

NAY: Councilmember Rosemary Scott, Councilmember David Scagliola

Passed

Roll Call Vote Confirmation

Mayor Gutierrez recognized City Secretary Brenda Dennis who provided the roll call vote confirmation for agenda items 1 through 5.

Workshop

6. **Workshop Discussion and Update (Ordinance 20-H-18) -** Discussion and update regarding the COVID-19 virus and our current Ordinance No. 20-H-18 Declaration of Local Disaster. (M. Browne/K. Long/S. Hall)

Mayor Gutierrez recognized Emergency Management Coordinator Summar Hall who provided information regarding the following:

Vaccination Update:

•Moderna – 2nd Dose Allocations 1,000
–These will be administered on Thursday, March 4th.

•Pfizer – 2nd Dose Allocations 3,510
–These will be administered on Wednesday, March 3rd and Friday, March 5th.

•Civic Center Events Cancelled through June 15, 2021
–Provide adequate opportunity for current events to reschedule
–Minimize staff hours to set-up and take down vaccination clinic

EOC Activities:

Current Numbers

•Guadalupe: 11,763 with 10,932 recovered --- 712 Active
Schertz 1,955 with 1,824 recovered --- 109 Active
•Bexar: 183,436 with 155,698 recovered --- 25,181 Active
•Comal: 8,571 with 7,714 recovered --- 588 Active

Hospitalization rates for Guadalupe, Comal & Bexar Counties continue to decline.

Executive Order - GA 34

•Governor Abbott issued Executive Order 34

–Relating to Opening Texas in Response to COVID-19

–Effective 12:01 am on 3/10/21

–Counties not in an area with a "high hospitalization" rate:

•No COVID-19-related operating limits for any business or other establishment (means can open businesses 100%)

•No person may be required by any jurisdiction to wear or to mandate the wearing of a face covering (lifting of the state-wide mask mandate); however,

•Individuals are strongly encouraged to wear face coverings over the nose and mouth wherever it is not feasible to maintain six feet of social distancing from another person not in the same household.

•Nothing in the order precludes businesses or other establishments from requiring employees or customers to follow additional hygiene measures, including the wearing of a face covering.

•Executive Orders: GA-17, GA-25, GA-29 (Mask Mandate), & GA-31 Rescinded

Ms. Hall addressed questions from Council. Noteworthy for this week we will hit our 10,000 vaccine given in the City of Schertz Clinics.

Mayor Gutierrez indicated that he had a proposal for Council that Ms. Hall provide these briefings at least once a month at the first meeting of the month, thus not taking her away from setting up the vaccination clinics. Mayor Gutierrez received concurrence that going forward we will receive the briefings the first of month, and council will receive information in their packet on the weekly numbers.

City Manager Mark Browne came forward stating that due to the large number of doses Schertz is receiving is why they are canceling next week's meeting, he stated we are receiving three times the number as in the past, and it is a massive effort by staff. Some things have to give, this is also why they have closed the Civic Center, and we may want to go to two (2) council meetings a month through June, just have to see how things go. It is difficult to plan week to week, we may have 500 doses next week, or we may have 7,500, we may be doing clinics Monday through Friday. At this point we don't know, and they are not giving us any advance notice, this is what is driving some decisions that they are making.

Regarding the mask mandate, he believes this is going to cause some issues within the staff, and he would like to get feedback from the Council. Dr. Browne read the following: "No person may be required by any jurisdiction to wear or to mandate the wearing of a face covering". He wanted to know that effective next Wednesday to say that we are not requiring the wearing of masks

at City Hall, meaning our employees or our customers who come in.

Question from Councilmember Dahle who asked with the jurisdiction definition he would interpret it as being the area that the City is within the corporate city limits, and it's not dealing with the city staff. In answer, City Attorney Dan Santee indicated that they push out information earlier this afternoon that they disagree, and they don't believe this impacts the cities' ability to dictate terms on its own property. This doesn't take away that right. Councilmember Dahle indicated that he would support what ever decision City Management makes.

Dr. Browne indicated he would like to speak to other cities in the county and see as a group they are thinking. Mayor Gutierrez stated we can continue to wear the face masks up until the 23rd when we meet again and make a final decision as Council, but we can not mandate businesses on what their decision may be. City employees and City property is what we are discussing.

Various members of Council provided their thoughts regarding the wearing or not wearing of face masks. It was also discussed that whatever decision is made will set an example for the city itself and for other businesses. Dr. Browne indicated that there is value in getting opinions from other cities as they are in the same position as we are, he will be discussing this with staff. Dr. Browne indicated that by this time next week we will have a better understanding where city staff and other cities stand on this issue.

Information available in City Council Packets - NO DISCUSSION TO OCCUR

Mayor Gutierrez mentioned agenda item 7 that was in the City Council packets as well as the information could be found online. No action necessary.

7. **Monthly update -** on major projects in progress/CIP. (B. James/K. Woodlee)

Requests and Announcements

- Announcements by the City Manager.

  No further announcements.

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

  None at this time.

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

  No items requested.

- Announcements by Mayor and Councilmembers

    - City and community events attended and to be attended
    - City Council Committee and Liaison Assignments (see assignments below)
    - Continuing education events attended and to be attended
    - Recognition of actions by City employees
    - Recognition of actions by community volunteers

Mayor Gutierrez recognized the following:

Mayor Pro-Tem Whittaker who attended Amy's All Star Dance Studio ribbon cutting event, volunteered at the COVID-19 shot clinics.

Councilmember Scott who commented on the tremendous efforts of all staff who assisted during the Winter Storm.

Councilmember Dahle who attended the retirement celebration for Jimmy Hooks and Eber Busch. Stopped by over the weekend the Commons Market on Main Street. They are open the 1st Saturday of every month.

Councilmember Scagliola stated he attended the plaque presentation today at the Chamber for Jamie King and forgot to mention last week that he attended Frost Bank Chuck wagon breakfast.

Councilmember Heyward stated she attended Amy's All Star Dance Studio ribbon cutting, volunteered at the COVID-19 clinics. Attended the retirement celebration for Jimmy Hooks and Eber Busch, and attended the plaque presentation today with the Chamber for Jamie King.

Adjournment

Mayor Gutierrez adjourned the meeting at 7:18 p.m.

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Brenda Dennis, City Secretary

D R A F T

MINUTES
SPECIAL MEETING
March 8, 2021

A Special Meeting was held by the Schertz City Council of the City of Schertz, Texas, on March 8, 2021, at 12:00 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 Jill Whittaker; Councilmember Mark Davis; Councilmember Rosemary Scott; Councilmember Michael Dahle; Councilmember Allison Heyward; Councilmember Tim Brown
Absent:	Councilmember David Scagliola
City Staff:	City Manager Dr. Mark Browne; Assistant City Manager Brian James; Assistant City Manager Charles Kelm; Assistant to the City Manager Sarah Gonzalez; City Secretary Brenda Dennis; Deputy City Secretary Sheila Edmondson

Call to Order

Mayor Gutierrez called the special meeting to order at 12:00 p.m.

Opening Prayer and Pledges of Allegiance to the Flags of the United States and State of Texas. (Mayor Gutierrez)

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

Mayor Gutierrez stated he has a special announcement: Council and guests, while seated it is perfectly fine for you to remove your mask or while speaking at the podium, but as you approach the dais or depart the Chamber we respectfully ask that you place your face mask back on.

Hearing of Residents

Mayor Gutierrez indicated that no one signed up to speak. Mayor Gutierrez asked the City Secretary if anyone had signed up by email, and City Secretary Brenda Dennis indicated no.

Discussion and Action Items

1. **Ordinance 21-M-10** - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas authorizing the City to temporarily adjust its rates and charges so that the City may bill the lower of January 2021 or February 2021 for water consumption to customers; repealing all Ordinances or parts of Ordinances in conflict with this Ordinance; providing an effective date; and declaring an emergency. ***First and Final Reading*** (M. Browne /B. James/J. Walters)

   Mayor Gutierrez recognized Finance Director James Walters who introduced this item answering questions from Council.

   Moved by Councilmember Allison Heyward, seconded by Councilmember Michael Dahle to approve Ordiance 21-M-10 first and final reading declaring an emergency.

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

   Passed

Roll Call Vote Confirmation

None was provided.

Adjournment

Mayor Gutierrez adjourned the meeting at 12:09 p.m.

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Brenda Dennis, City Secretary

Agenda No. 2.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**March 23, 2021**
Department:	**Engineering**
Subject:	**Resolution No. 21-R-20 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz Texas authorizing the execution of the construction contract for the Fire Station No. 2 Access and Drainage Improvements Project with C3 Environmental Specialties, LP, (C3 Environmental) for $210,816.66 and a not to exceed amount of $220,000. (B. James/K. Woodlee/J. Shortess)**

BACKGROUND

Previously, the City authorized survey and civil engineering design for stream restoration of the drainage ditch along the FM 482 access point to Fire Station No. 2. To avoid further deterioration of the drainage ditch, the ditch requires erosion protection. This project includes erosion repair along the slope of the existing ditch. As part of the erosion repair work the existing driveway at the station will be reconstructed.

Work proposed under this contract includes the clearing of trees and brush from the project area and installation of erosion control measures; excavation, grading, and reconstruction of the existing channel; installation of concrete riprap channel lining for soil stabilization; demolition and reconstruction of the concrete culvert headwalls, culvert wingwalls, existing pavement, curb, and concrete riprap.

Bids for Fire Station No. 2 Access and Drainage Improvements were opened on February 16th, 2021. Four bids were received. Of the four bids, the lowest bid was from C3 Environmental. Staff has reviewed the bids and supporting documentation and determined that the bid from C3 Environmental is acceptable.

GOAL

To obtain authorization from Council to execute a contract with C3 Environmental for $210,816.66, and a not to exceed amount of $220,000, for the Fire Station No. 2 Access and Drainage Improvements Project.

COMMUNITY BENEFIT

Replacing the driveway access and providing bank stabilization will prevent further deterioration and ensure emergency operations are maintained.

SUMMARY OF RECOMMENDED ACTION

Approve Resolution 21-R-20, authorizing execution of the construction contract for the Fire Station No. 2 Access and Drainage Improvements Project with C3 Environmental for $210,816.66 and a not to exceed amount of $220,000.

FISCAL IMPACT

The cost of the project shall not exceed $220,000 and funding is available from excess general fund reserves identified in the Fiscal Year 2019-2020 budget as designated for drainage projects.

RECOMMENDATION

Staff recommends Council approve Resolution 21-R-20 and authorize award of the bid for the Fire Station No. 2 Access and Drainage Improvements Project to C3 Environmental Specialties, LP, for $210,816.66 and a not to exceed amount of $220,000.

Attachments

Resolution 21-R-20

Agreement

Bid Tabulation

RESOLUTION NO. 21-R-20

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, AUTHORIZING A CONTRACT WITH C3 ENVIRONMENTAL SPECIALTIES, LP, RELATING TO THE CONSTRUCTION OF FIRE STATION NO. 2 ACCESS AND DRAINAGE IMRPOVEMENTS PROJECT

WHEREAS, the City of Schertz (the "City") has a need to construct improvements associated with a drainage channel and access drive to City of Schertz Fire Station No. 2.; and

WHEREAS, the City solicited competitive bids from qualified vendors for construction services related to the project; and

WHEREAS, City staff has recommended that the City accept the lowest bid from C3 Environmental Specialties, LP, which is qualified to provide such services for the City; and

WHEREAS, the project will be funded from excess general fund reserves identified in the Fiscal Year 2019-2020 budget as designated for drainage projects.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver a contract in substantially the same form as Attachment A with C3 Environmental Specialties, LP, for an amount of $210,816.66 with a contingency amount of $9,183.34 for a total not to exceed amount of $220,000.

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 23rd day of March, 2021

CITY OF SCHERTZ, TEXAS

_____

Ralph Gutierrez, Mayor

ATTEST:

_____

Brenda Dennis, City Secretary

(CITY SEAL)

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Schertz ("Owner") and _____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: *FIRE STATION NO. 2 ACCESS AND DRAINAGE IMPROVEMENTS*

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Ford Engineering Inc.

3.02 The Owner has retained the City of Schertz Engineering Department ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work is expected to be substantially completed within 60 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 calendar days after the date of substantial completion.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed work following expiration of the Contract Time. The Contractor further acknowledges and agrees that, if the Contractor fails to substantially, or cause the Substantial Completion of any portion of the Work within the Contract time, the Owner will sustain

actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the Owner and Contractor agree that, if the Contractor shall neglect, fail, or refuse to achieve substantial completion of the Work by the Substantial Completion date, subject to proper extension granted by the Owner, then the Contractor agrees to pay the Owner the sum of:

1. **Six hundred dollars ($600.00) per day** for each day in which such Work is not completed, not as penalty, but as liquidated damages, for the damages ("Liquidated Damages") that would be suffered by Owner as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Work as required herein. The Liquidated Damages shall be in lieu of any and all other damages which may be incurred by Owner as a result of the failure of Contractor to complete within the Contract Time.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage); and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to the full amount of the contract, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less such amounts as the Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the maximum rate allowed by law, not to exceed 1% per month.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2)

reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages A-1 to A-7, inclusive).
2. Performance bond (pages PB-1 to PB-3, inclusive).
3. Payment bond (pages PYB-1 to PYB-3, inclusive).
4. General Conditions consisting of 73 pages of a modified version of EJCDC C-700, having a title page with the general title: STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT.
5. Supplementary Conditions (pages SC-1 to SC-2, inclusive).
6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings (not attached but incorporated by reference) consisting of 12 sheets with each sheet bearing the following general title: Fire Station No. 2 Access and Drainage Improvements.
8. Addenda (numbers ___ to ___, inclusive).
9. Exhibits to this Agreement (enumerated as follows):

a. Contractor's Bid (pages BF-1 to BF-6, inclusive).

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

a. Notice to Proceed.

b. Work Change Directives.

c. Change Orders.

d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
_____	_____
By: _____	By: _____
Title: _____	Title: _____
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
	License No.: _____ *(where applicable)*

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

Note: The City of Schertz, Texas has modified this document. The modified language is indicated by strikeout and/or underlining

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
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Endorsed by

These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision

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regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Engineer*—The Office of the City Engineer, or its agent.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

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25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

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38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—The part of the Contract that ~~amends or~~ supplements these General Conditions, provides technical requirements for the Work, and Owner provided information.

43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

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48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

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4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. *Bonds*: ~~When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.~~Engineer shall furnish to Contractor an electronic copy of the Agreement and other Contract Documents bound herewith. Contractor shall execute the Agreement, insert executed copies of the required Bonds and power of attorney and certificate of insurance and submit an electronic copy to Owner. Owner shall execute and return an electronic copy to the Contractor, who shall promptly deliver one copy to its surety.

B. *Evidence of ~~Contractor's~~ Insurance*: ~~When Contractor delivers the executed counterparts of the Agreement to Owner,~~Before Owner will execute Agreement and before any Work at the site is started Contractor shall ~~also~~ deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. ~~*Evidence of Owner's Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.~~

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor ~~four~~ one electronic ~~printed copies~~ copy of the Contract (including one fully executed counterpart of the Agreement~~), ~~). and one copy in electronic portable document format (PDF).~~ Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one ~~original printed record~~electronic version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

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1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

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B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility

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inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge of ~~knew~~ or reasonably should have known thereof.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

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B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers and any other individual or entity performing or furnishing all of the work under direct or indirect contract with Contractor shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. ~~In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.~~

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

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established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance ~~(to the extent indicated in Paragraph 2.05)~~an updated Progress Schedule reflecting the amount of work completed and proposed adjustments in the Progress Schedule that will not result in changing the Contract Times with each application for payment. No progress payment will be made to Contractor until the updated Progress Schedule are submitted and acceptable to Owner and Engineer.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Contractor will be allowed delays for weather conditions, based on the concurrence of Contractor and Engineer, for isolated inclement weather, wherein the project site is determined to be unworkable for days of precipitation and days following for short

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times between otherwise good weather. If Contractor believes this condition applies, a request shall be made to Engineer for a meeting and a joint determination of the site conditions and approval of the delay. Engineer will document these approved delays and will incorporate them into a final reconciling Change Order for signature of Owner and Contractor at the completion of the project~~abnormal weather conditions~~;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. If it is necessary or desirable that Contractor use land outside the Owner's easement or right-of-way for materials delivery or occupy for any other purpose with workers, tools, equipment, construction materials, or excavated materials, Contractor shall obtain written consent from the property owner and tenant of the land.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent

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areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

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B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, ~~promptly~~ by the next business day~~fifteen ()~~ after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement

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to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

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1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

    a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

    b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

    c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

    d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

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b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the

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costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

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F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the ~~state~~ State ~~or jurisdiction in which the Project is located, to issue insurance policies~~of Texas, with minimum "A.M. Best Rating" of A-, VI, as will protect the Contractor, the vicarious acts of Subcontractors, the Owner and Engineer and their agents and employees for the required limits and coverages. ~~Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.~~

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

~~D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.~~

~~E.~~D. Failure of Owner ~~or Contractor~~ to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

~~F.~~E. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

~~G.~~F. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

~~H.~~G. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other

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party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

~~I.~~H. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

~~J.~~I. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

a. Such insurance shall be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

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7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has

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been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler

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explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

8. allow for the waiver of the insurer's subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least ~~10~~ 30 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

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D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

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C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

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B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday, 7:00 am to 6:00 pm and Saturday 9:00 am to 5:00 pm. Contractor will not perform Work on a ~~Saturday,~~ Sunday~~, or any legal holiday~~. Contractor may perform Work outside regular working hours or on ~~Saturdays,~~ Sundays~~, or legal holidays~~ only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

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4) it is not objectionable to Owner.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

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a. shall certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design,

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from that specified, and

2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

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F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

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J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees,

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agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

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7.11 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction~~.~~; and

~~3.~~4. Contractor shall immediately notify utility owner/operator of any damage. Utility owner/operator shall determine the appropriate repair. If the damage results in a release of natural gas or other hazardous substance, or potentially endangers life, health, or property, then the Contractor shall immediately contact the utility owner/operator, call 911, and take immediate action to protect the public and property.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or

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Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

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2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

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3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

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2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal;
6. the issuance of a notice of acceptability by Engineer;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by Owner.

D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable. While Owner and Engineer may have the right under this Contract to observe or otherwise review the Work, progress, and operations of the contractor, it is expressly understood and agreed that such observations shall not ~~relive~~relieve the Contractor from any of its covenants and obligations hereunder.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior

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to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable

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adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

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9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

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ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

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10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

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1. *Change Orders*:

    a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

    b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

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11.03 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

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e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer

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is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its

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information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

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1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and

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hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

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4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

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D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of ~~any~~ a major item (total cost of item amounts to 25% or more of the Contract Price which is the sum of all schedules) of Unit Price Work performed by Contractor differs ~~materially and significantly~~by more than 25% from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

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D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims,

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costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to

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exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate

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property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

~~3.~~4. Each application for progress payment shall be accompanied by Contractor's updated progress schedule, shop drawing schedule, procurement schedule, and other data specified herein or reasonably required by Owner or Engineer. The Owner reserves the right to require submission of monthly certified payrolls by the Contractor.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

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a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*:

1. ~~Ten~~ Thirty (30) days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

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e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. the Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. the Contract Price has been reduced by Change Orders;

i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. ~~Promptly~~ Within a reasonable time after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

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C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

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3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. After Contractor has remedied all deficiencies to the satisfaction of the Engineer and delivered all construction records, maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, test results, and other documents (as required by the Contract Documents), Owner and Contractor shall be promptly notified in writing by Engineer that the work is acceptable.

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all disputes that Contractor believes are unsettled; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any

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way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within ~~one~~ two years after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that

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Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;
2. correct such defective Work;
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of ~~one~~ two years after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

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16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

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16.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within ~~30~~ 60 days after it is submitted, or (3) Owner fails for ~~30~~ 60 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within ~~30~~ 60 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

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B. *Final Resolution of Disputes*: ~~For a~~Any dispute subject to resolution under this Article~~, Owner or Contractor may:~~ shall be referred to the City Manager, City of Schertz for attempted resolution prior to commencement of legal action to resolve same.

~~1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or~~

~~2. agree with the other party to submit the dispute to another dispute resolution process; or~~

~~3.~~1. ~~if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to,~~ If legal action is pursued, the Owner or Contractor must give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

~~2.~~3. The mailing address for giving notices to Contractor given in the Agreement is hereby designated as the place which all notices, letters, and other communication to Contractor will be mailed or delivered. The mailing address for giving notices to Owner given in the Agreement is hereby designated as the place which all notices, letters, and other communication to Owner will be mailed or delivered. Either party may change the mailing address at any time by an instrument in writing delivered to the Engineer and to the other party.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors,

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members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTAL CONDITIONS

DIVISION 1 - GENERAL REQUIREMENTS

01010 Summary of Work (Included herein)

(Included by Reference to City of Schertz Standard **Public Works Technical Specifications**)

01145 Use of Premises
01255 Change Order Procedures
01270 Measurement and Payment
01292 Schedule of Values
01312 Coordination and Meetings
01321 Construction Photographs
01325 Construction Schedule
01326 Construction Schedule (Bar Chart)
01330 Submittal Procedures
01340 Shop Drawings, Product Data, and Samples
01410 TPDES Requirements (with Attachments)
01422 Reference Standards
01450 Contractor's Quality Control
01452 Inspection Services
01454 Testing Laboratory Services
01502 Mobilization
01504 Temporary Facilities and Controls
01520 Temporary Field Office
01555 Traffic Control and Regulations
01570 Storm Water Pollution Control
01576 Waste Material Disposal
01580 Project Identification Signs
01610 Basic Product Requirements
01630 Product Substitution Procedures
01725 Field Surveying
01731 Cutting and Patching
01732 Procedures for Water Valve Assistance (with Attachments)
01740 Site Restoration
01755 Starting Systems
01770 Closeout Procedures
01782 Operation and Maintenance Data
01785 Project Record Documents

DIVISION 2 - SITE WORK (Included by Reference to City of Schertz Standard Public Works Technical Specifications)

02221 Removing Existing Pavements and Structures
02233 Clearing and Grubbing
02314 Channel Excavation
02315 Roadway Excavation
02632 Cast-In-Place Inlets, Headwalls and Wingwalls
02713 Flexible Base
02741 Asphaltic Concrete Pavement
02742 Prime Coat

02742 Tack Coat
02751 Concrete Paving
02752 Concrete Pavement Joints
02753 Concrete Pavement Curing
02771 Curb, Curb and Gutter, And Headers
02911 Topsoil
02922 Sodding
02925 Flexible Growth Medium

DIVISION 3 – CONCRETE (Included by Reference to City of Schertz Standard Public Works Technical Specifications)
03100 Concrete Framework
03200 Concrete Reinforcement
03300 Cast-In-Place Concrete

DIVISION 4 MASONRY (not used)

DIVISION 5 METALS (not used)

DIVISION 6 WOOD AND PLASTICS (not used)

DIVISION 7 THERMAL AND MOISTURE PROTECTION (not used)

DIVISION 8 DOORS AND WINDOWS (not used)

DIVISION 9 FINISHES (not used)

DIVISION 10 SPECIALTIES (not used)

DIVISION 11 EQUIPMENT (not used)

DIVISION 12 FURNISHINGS (not used)

DIVISION 13 SPECIAL CONSTRUCTION (not used)

DIVISION 14 CONVEYING SYSTEMS (not used)

DIVISION 15 MECHANICAL (not used)

DIVISION 16 ELECTRICAL (not used)

APPENDIX

SECTION 01010
SUMMARY OF WORK

PART 1 – GENERAL:

1.01 DESCRIPTION OF WORK:

A. The work proposed in this contract includes, but is not limited to:

1. The clearing of trees and brush from project area/installing erosion control measures.
2. Excavation, grading, and reconstruction of the existing channel.
3. The installation of concrete riprap channel lining for soil stabilization.
4. The demolition and reconstruction of concrete culvert headwalls and wingwalls.
5. The demolition and reconstruction of the existing pavement, curb, and concrete riprap.

B. The CONTRACTOR shall include in his Bid Proposal all labor, equipment, material, tools, supplies, and incidentals necessary to complete all work required by this Contract in accordance with the included plans, specifications, and referenced documents.

C. All work done under this Contract shall conform to all local ordinances. CONTRACTOR shall arrange and pay all cost of permits and inspection fees and shall confine his operations to the limits set by law.

D. The CONTRACTOR shall take care to protect existing trees in accordance with the City Schertz Standards. He shall avoid damage to mature trees and native brush outside the project limits and shall replace any vegetation, which requires removal with equivalent vegetation.

E. It is the intent of the OWNER to award this project to one CONTRACTOR.

F. Portions of this project may be subject to review and acceptance by various agencies. The CONTRACTOR will be required to coordinate with these agencies for such items as issuance of permits or work orders, inspections during construction, and final acceptance. The agencies for this project that may require coordination include but are not limited to the following:

1. City of Schertz Public Works Department

G. Contract time for this project shall be **90** calendar days.

1.02 EXISTING CONDITIONS:

A. Locate and protect all existing utilities impacted by this project. Those affected by this project include as a minimum:
1. City of Schertz
2. Guadalupe Valley Telephone Cooperative
3. Spectrum
4. CPS Energy
5. Green Valley SUD
6. Fiber Light LLC
7. Centerpoint Energy
8. AT&T
9. Zayo Group
10. MCI

1.03 WORK SEQUENCE:

A. Construct work in stages to provide proper coordination with work by others. Coordinate the construction schedule and operations with the OWNER's representative. Reference to General Conditions Item 5.15, Sequence of Work and Section 01110, 1.03.

Construction activities involved in the phasing outlined below may be performed concurrently as long as the steps in each phase are performed as stipulated.

PHASE 1
Contractor shall make all required submittals, and, upon approval, order materials required. Mobilize to the site and install required pollution prevention controls.

PHASE 2
Clear brush/trees then excavate, and grade proposed channel, demolish, and install new drainage structures, demolish, and install new pavement and flatwork, and revegetate site to match or exceed existing site conditions.

PHASE 3
Contractor to perform any required cleanup and demolition as required.

1.04 CONTRACTOR'S USE OF PREMISES:

A. CONTRACTOR shall limit his use of the premises for Work and for storage, to allow for work by other contractors.

B. Coordinate use of premises under direction of OWNER

C. Contractor assumes full responsibility for the protection and safekeeping of products under this Contract, stored on the site.

D. Move any stored products, under CONTRACTOR's control, which interfere with operations of the OWNER or separate contractor.

E. Contractor to obtain and pay for the use of additional storage or work areas needed for operations.

END OF SECTION

BID TABULATION

BID/RFP#	2021-006	BID/RFP NAME:	S2 ACCESS AND DRAINAGE IMPROVEMENT	BUYER:	JULIE GOHLKE

		VENDOR ONE (1)	VENDOR TWO (2)	VENDOR THREE (3)	VENDOR FOUR (4)
	Company Name	C3 ENVIRONMENTAL SPECIALTIES	SAN ANTONIO CONSTRUCTORS LTD	PRONTO SANDBLASTING & COATING	RCO CONSTRUCTION LLC
	Point of Contact	DUSTIN PRATT	ROY Q HEATH	GEORGE GARCIA	ROLAND DAVILA
	Phone Number	210-653-7801	210-681-0211	210-633-2035	210-739-5085
	Email Address	DPRATT@C3ENVIRONMENTAL.COM	MONICA@SANANTONIOCONSTRUCTORSLTD.COM	PRONTO@PRONTOSANDBLASTING.COM	RDELAGARZA@RCOLLC.COM
	HUB Status				

	Item#	QTY	UOM	Item Price	Extended Price	Item Price	Extended Price	Item Price	Extended Price	Item Price	Extended Price
1	MOBILIZATION	1.00	EA	$12,760.00	$12,760.00	$24,282.14	$24,282.14	$44,000.00	$44,000.00	$24,292.00	$24,292.00
2	STORM WATER POLLUTION CONTROL	1.00	EA	$4,100.00	$4,100.00	$6,622.40	$6,622.40	$12,000.00	$12,000.00	$7,500.00	$7,500.00
3	VEGETATIVE WATERING	3.00	MO	$2,850.00	$8,550.00	$700.00	$2,100.00	$8,000.00	$24,000.00	$1,500.00	$4,500.00
4	REMOVE CONCRETE CURB	368.00	LF	$2.75	$1,012.00	$6.00	$2,208.00	$3.00	$1,104.00	$10.00	$3,680.00
5	REMOVE CONCRETE RIPRAP	81.00	SY	$24.00	$1,944.00	$6.00	$486.00	$45.00	$3,645.00	$27.00	$2,187.00
6	REMOVE CONCRETE HEADWALL	3.40	CY	$286.00	$972.40	$10.00	$34.00	$1,200.00	$4,080.00	$600.00	$2,040.00
7	REMOVE CONCRETE WINGWALL	2.60	CY	$286.00	$743.60	$10.00	$26.00	$1,200.00	$3,120.00	$600.00	$1,560.00
8	CLEANING AND GRUBBING	0.36	ACRE	$10,750.00	$3,870.00	$15,000.00	$5,400.00	$20,000.00	$7,200.00	$6,000.00	$2,160.00
9	CHANNEL EXCAVATION	657.00	CY	$23.00	$15,111.00	$28.00	$18,396.00	$18.00	$11,826.00	$50.00	$32,850.00
10	ROADWAY EXCAVATION	195.00	CY	$19.25	$3,753.75	$35.00	$6,825.00	$80.00	$15,600.00	$50.00	$9,750.00
11	BOX CULVERT EXTENSION	2.00	CY	$982.00	$1,964.00	$2,000.00	$4,000.00	$5,000.00	$10,000.00	$4,000.00	$8,000.00
12	CONCRETE HEADWALL - CAST IN PLACE	2.00	EA	$4,600.00	$9,200.00	$5,800.00	$11,600.00	$20,000.00	$40,000.00	$5,000.00	$10,000.00
13	CONCRETE WINGWALL - CAST IN PLACE	4.00	EA	$3,600.00	$14,400.00	$5,000.00	$20,000.00	$30,000.00	$120,000.00	$4,000.00	$16,000.00
14	FLEXIBLE BASE	206.00	SY	$26.50	$5,459.00	$14.00	$2,884.00	$20.00	$4,120.00	$20.00	$4,120.00
15	ASPHALT CONCRETE PAVEMENT (3" TYPE D)	106.30	TN	$200.00	$21,260.00	$275.00	$29,232.50	$180.00	$19,134.00	$160.00	$17,008.00
16	ASPHALT CONCRETE PAVEMENT (6" TYPE B)	212.60	TN	$200.00	$42,520.00	$200.00	$42,520.00	$180.00	$38,268.00	$140.00	$29,764.00
17	PRIME COAT	123.20	GAL	$4.95	$609.84	$7.00	$862.40	$10.00	$1,232.00	$5.00	$616.00
18	TACK COAT	61.60	GAL	$4.95	$304.92	$8.00	$492.80	$10.00	$616.00	$5.00	$308.00
19	CONCRETE RIPRAP	449.00	SY	$74.75	$33,562.75	$75.00	$33,675.00	$120.00	$53,880.00	$90.00	$40,410.00
20	CONRETE CURB	357.00	LF	$15.15	$5,408.55	$14.00	$4,998.00	$30.00	$10,710.00	$30.00	$10,710.00
21	SAWTOOTH CURB	11.00	LF	$60.25	$662.75	$18.00	$198.00	$30.00	$330.00	$50.00	$550.00
22	TOPSOIL	12.80	CY	$62.50	$800.00	$30.00	$384.00	$30.00	$384.00	$200.00	$2,560.00
23	SODDING	116.00	SY	$6.00	$696.00	$30.00	$3,480.00	$10.00	$1,160.00	$45.00	$5,220.00
19	FLEXIBLE GROWTH MEDIUM	1637.00	SY	$1.80	$2,946.60	$10.00	$16,370.00	$12.00	$19,644.00	$3.00	$4,911.00
20	GABION MATTRESS	117.00	SY	$103.50	$12,109.50	$100.00	$11,700.00	$80.00	$9,360.00	$60.00	$7,020.00
21	PIPE BOLLARD	4.00	EA	$675.00	$2,700.00	$150.00	$600.00	$500.00	$2,000.00	$800.00	$3,200.00
22	4" GRAVEL SUBGRADE FILTER	28.00	CY	$32.50	$910.00	$100.00	$2,800.00	$50.00	$1,400.00	$50.00	$1,400.00
23	RELOCATE UNDERGROUND UTILITY CONDUIT	110.00	LF	$22.60	$2,486.00	$75.00	$8,250.00	$120.00	$13,200.00	$30.00	$3,300.00
24					$0.00		$0.00		$0.00		$0.00
TOTALS				VENDOR 1 TOTAL	$210,816.66	VENDOR 2 TOTAL	$260,426.24	VENDOR 3 TOTAL	$472,013.00	VENDOR 4 TOTAL	$255,616.00

AWARD:	
NOTES:	

Agenda No. 3.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**March 23, 2021**
Department:	**Engineering**
Subject:	**Resolution No. 21-R-24 - Consideration and/or action approving a Resolution authorizing an agreement with the developer of the Parklands II Subdivision project for construction of certain Public Improvements. (B. James/K. Woodlee)**

BACKGROUND

The Parklands II Subdivision is a 60.8-acre planned development of 214 single family residential lots located southeast of the Parklands Subdivision in the northeastern-most corner of Schertz (see attached Master Development Plan). The subdivision is bounded on the south by a residential collector roadway identified on the City's Master Thoroughfare Plan. The City's Unified Development Code (UDC) requires dedication of right way and construction of adjacent thoroughfares in order for a final plat to be filed.

The master plan for the Parklands II calls for the subdivision to be developed in four separate units, each of which are adjacent to a segment of the thoroughfare. The only planned connection to the roadway is located in Unit 4. The segments of the roadway adjacent to Units 1 through 3 will not be accessible to anyone until the connection is made with Unit 4. The proposed Subdivision Improvement Agreement provides for the developer, Scrappy Development, LLC, to defer the obligation to construct the thoroughfare until Unit 4 of the Subdivision — or for four years, whichever is sooner. There is a provision for the agreement to be extended if appropriate and approved by City Council. The developer is required to post a surety for 125% of the cost of the road improvements.

GOAL

The goal of Resolution 21-R-24 is to allow development of the Parklands II Subdivision to proceed in a manner mutually beneficial to the developer and the City.

COMMUNITY BENEFIT

Deferral of the obligation to construct the roadway is in keeping with the strategy of promoting the orderly growth of development in the City. Allowing the deferral of construction of a thoroughfare road until such a point during development when the road will be accessible and useful for vehicular traffic will save the City time and expense of maintaining the roadway segment and the road will not be subject to deterioration before it is useful to anyone in the community.

SUMMARY OF RECOMMENDED ACTION

Staff recommends that Council approve Resolution 21-R-24.

FISCAL IMPACT

There is no fiscal impact to the City related to this resolution.

RECOMMENDATION

Approve Resolution 21-R-24 authorizing the City Manager to execute a Subdivision Improvement Agreement with the developer of the Parklands II Subdivision.

Attachments

Parklands II Master Development Plan

Resolution 21-R-24

Improvement Agreement

NOTES:

1. ALL INTERNAL STREETS WITHIN THE M.D.P. LIMITS ARE LOCAL "A" WITH A 50' R.O.W., 30' PAVEMENT AND 10' PARKWAYS UNLESS OTHERWISE NOTED
2. THIS PROPERTY IS NOT WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
3. UTILITY SERVICE PROVIDED BY THE FOLLOWING ENTITIES:

WATER SERVICE	CITY OF SCHERTZ
SEWER SERVICE	CITY OF SCHERTZ/CIBOLO CREEK MUNICIPAL AUTHORITY
TELEPHONE SERVICE	AT&T
CABLE TELEVISION	TIME WARNER CABLE
ELECTRIC	GVEC
GAS	CENTERPOINT ENGERGY

4. THE FRONT, SIDE, AND REAR SETBACKS WILL CONFORM TO THE MINIMUM SETBACKS REQUIRED BY THE PROPOSED PLANNED DEVELOPMENT DISTRICT (PDD)
5. A VARIABLE SIGHT CLEARANCE EASEMENT WILL BE REQUIRED AT CORNER LOTS IF THE INTERSECTION DOES NOT MEET SIGHT DISTANCE REQUIREMENTS AS DEFINED IN LATEST EDITION OF AASHTO MANUAL.
6. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (N.A.D.) OF 1983.
7. THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE ALIGNMENT. ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.
8. REFERENCED PROPERTY IS IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SCALED FROM FEMA FLOOD MAP 90 & 95 OF 480, COMMUNITY PANEL NO. 48187C0095F & 48187C0095F, DATED NOVEMNER 02, 2007.
9. ALL PRIVATE OPEN SPACE, COMMON AREAS, GREENBELTS, DRAINAGE EASEMENT ETC. ARE THE RESPONSIBILITY OF THE DEVELOPER OR ITS SUCCESSORS AND / OR ASSIGNS.

LAND USE DENSITY TABLE

UNIT	TOTAL ACREAGE	DRAINAGE/ OPEN SPACE	R.O.W. DEDICATION	RESIDENTIAL ACREAGE	SF 7200	SF 8200	SF 9000	TYPICAL LOT DIMENSIONS	DWELLING UNITS	DENSITY (DWELLING UNITS/ACRES)	EXISTING ZONING	APPROXIMATE UNIT SCHEDULE
1	22.28	2.94	0.49	18.85	34	15	23	60' x 120'	72	3.23	OCL	2019
2	9.74	0.32	0.14	9.28	20	5	8	60' x 120'	33	3.39	PRE/OCL	2020
3	12.00	0.44	0.48	11.08	28	14	4	60' x 120'	46	3.83	OCL	2021
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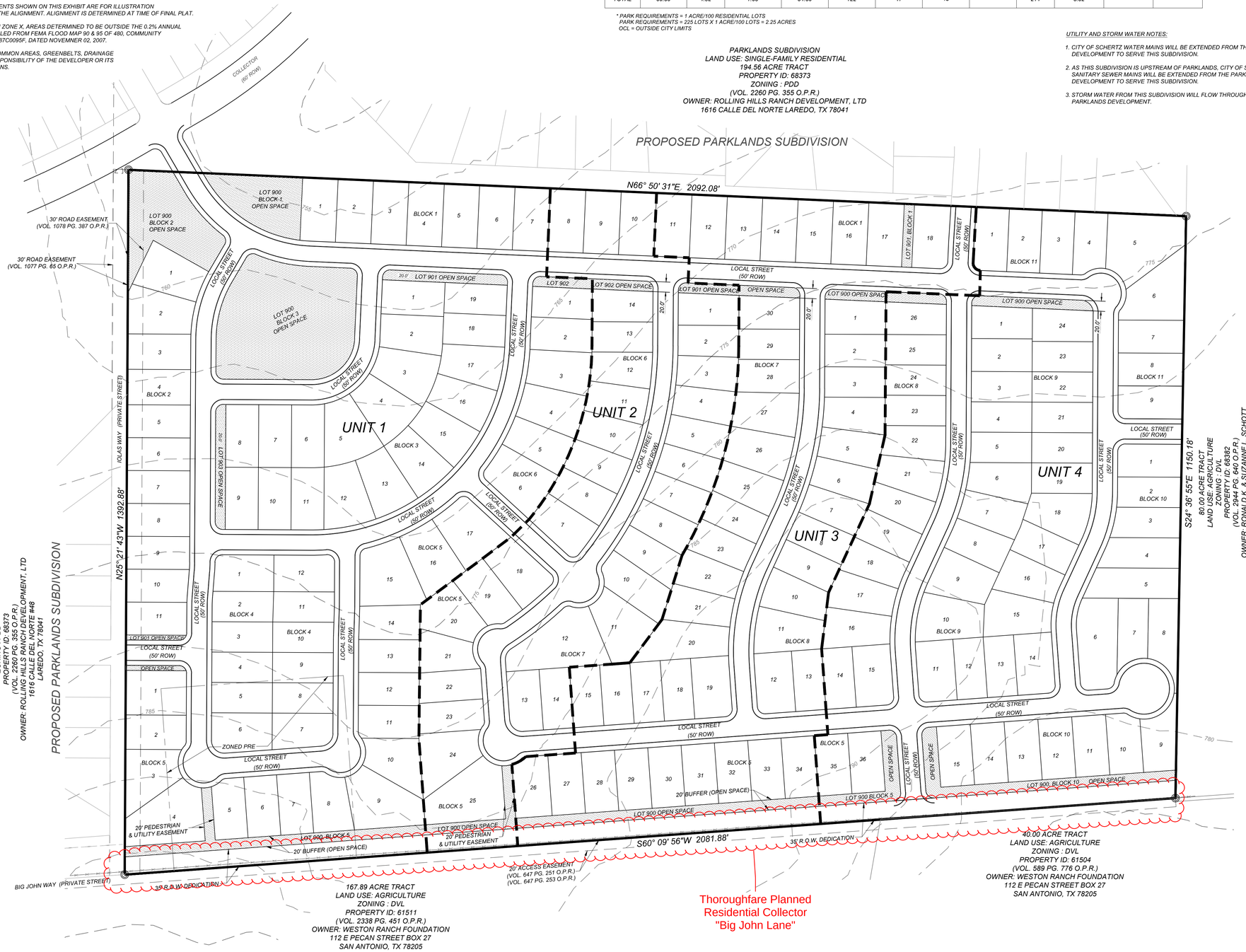
TOTAL	60.80	4.32	1.68	54.80	122	47	45		214	3.52		

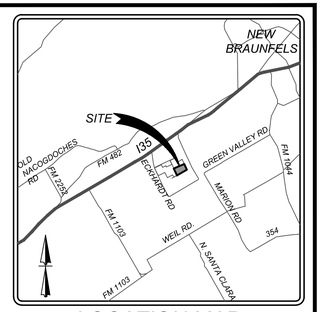
* PARK REQUIREMENTS = 1 ACRE/100 RESIDENTIAL LOTS
PARK REQUIREMENTS = 225 LOTS X 1 ACRE/100 LOTS = 2.25 ACRES
OCL = OUTSIDE CITY LIMITS

PARKLANDS SUBDIVISION
LAND USE: SINGLE-FAMILY RESIDENTIAL
194.56 ACRE TRACT
PROPERTY ID: 68373
ZONING : PDD
(VOL. 2260 PG. 355 O.P.R.)
OWNER: ROLLING HILLS RANCH DEVELOPMENT, LTD
1616 CALLE DEL NORTE LAREDO, TX 78041

UTILITY AND STORM WATER NOTES:

1. CITY OF SCHERTZ WATER MAINS WILL BE EXTENDED FROM THE PARKLANDS DEVELOPMENT TO SERVE THIS SUBDIVISION.
2. AS THIS SUBDIVISION IS UPSTREAM OF PARKLANDS, CITY OF SCHERTZ SANITARY SEWER MAINS WILL BE EXTENDED FROM THE PARKLANDS DEVELOPMENT TO SERVE THIS SUBDIVISION.
3. STORM WATER FROM THIS SUBDIVISION WILL FLOW THROUGH THE PARKLANDS DEVELOPMENT.





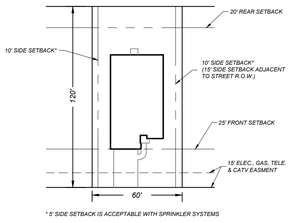
LOCATION MAP
N.T.S.

LEGEND

- = BOUNDARY
- = RIGHT - OF -WAY
- = PHASING LIMITS
- —715— = 5' CONTOURS
- = OVERHEAD ELECTRIC TRANSMISSION LINES
- = OPEN PACE / DRAINAGE EASEMENT

DEVELOPER/APPLICANT/OWNER:
SCRAPPY DEVELOPMENT, LLC
1202 W. BITTERS RD BLDG. 1 SUITE 1200
SAN ANTONIO, TX 78216
PHONE: (210) 493-2811

SURVEYOR:
KFW SURVEYING
3421 PAESANOS PKWY, SUITE 101
SAN ANTONIO, TX 78231
PHONE: (210) 979-8444
FAX: (210) 979-8441



* 5' SIDE SETBACK IS ACCEPTABLE WITH SPRINKLER SYSTEMS

TYPICAL LOT
NOT TO SCALE

THE PARKLANDS II SUBDIVISION MASTER DEVELOPMENT PLAN

SCHERTZ, TEXAS
GUADALUPE COUNTY

LEGAL DESCRIPTION:
A 60.80 ACRE TRACT OF LAND, BEING ALL OF A 10.0 ACRE TRACT, CALLED TRACT 1, THE REMAINING PORTION OF A 50.800 ACRE TRACT, CALLED TRACT 2 CONVEYED TO NANCY PINDER OF RECORD IN VOLUME 1306 PAGE 477 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS, A 10.01 ACRE TRACT CONVEYED TO THOMAS JORDAN OF RECORD IN VOLUME 3068 PAGE 400 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS, A 3.00 ACRE TRACT CONVEYED TO PATRICK LYNN PINDER OF RECORD IN VOLUME 2338 PAGE 732 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS, A 2.00 ACRE TRACT CONVEYED TO NANCY PINDER OF RECORD IN VOLUME 3062 PAGE 852 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS AND A 1.00 ACRE TRACT CONVEYED TO NANCY PINDER OF RECORD IN VOLUME 2550 PAGE 244 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS.

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

KFW
ENGINEERS + SURVEYING
FIRM# 9513 FIRM# 10122300
192 WEST MILL ST.
NEW BRAUNFELS, TX 78130
PHONE: (830) 220 - 6042
FAX: (830) 627 - 9097

PREPARED : JUNE 07, 2019

EXHIBIT B

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

Date: Jun 12, 2019, 10:57am User ID: dsmondak
File: P:\1265\JOB\01 WORK\80220250.dwg

RESOLUTION NO. 21-R-24

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, AUTHORIZING AN AGREEMENT WITH THE DEVELOPER OF THE PARKANDS II SUBDIVISION PROJECT FOR CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS

WHEREAS, the Proposed Parklands II Subdivision is situated adjacent to a future residential collector street identified on the current Master Thoroughfare Plan of the City of Schertz (the "City"); and

WHEREAS, the City's Unified Development Code (UDC) requires dedication of right of way and improvement of thoroughfare roadways; and

WHEREAS, the segment of the collector roadway adjacent to Units 1, 2, and 3 of the subdivision will not serve any transportation purpose until improvement of the segment adjacent to Unit 4 of the Subdivision, or a connecting segment within or adjacent to another property; and

WHEREAS, it is not in the City's best interest to accept and maintain a street with no vehicular traffic; and

WHEREAS, The UDC of the City of Schertz provides for developers to enter into agreements to defer the construction of required improvements until a time after the associated plat is filed.

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 Scrappy Development, LLC, relating to deferral of construction of certain public improvements, generally in the form attached, 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 23rd day of March, 2021

CITY OF SCHERTZ, TEXAS

_____

Ralph Gutierrez, Mayor

ATTEST:

_____

Brenda Dennis, City Secretary

(CITY SEAL)

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

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

IMPROVEMENT AGREEMENT
PARKLANDS II SUBDIVISION – PUBLIC IMPROVEMENTS

This IMPROVEMENT AGREEMENT (this "Agreement") is by and between Scrappy Development, LLC, a Texas limited liability company (the "Owner"), and the CITY OF SCHERTZ, a Texas municipal corporation (the "City"), and is effective upon the execution of this Agreement by the Owner and the City (the "Effective Date").

WHEREAS, the Owner is the owner of that certain real property located in the City of Schertz, Guadalupe County, Texas, more specifically described on **Exhibit "A"**, attached hereto and made a part hereof for all purposes (the "Property" or "Subdivision");

WHEREAS, the Owner seeks to continue to develop the Property and such development requires the construction of certain public improvements: and

WHEREAS, the City desires that the public improvements be constructed at a future time to be determined, but prior to final plat recordation of the last unit of the Subdivision; and,

WHEREAS, pursuant to Section 21.4.15(C.)(2.) and (F.) and (G.) of the City's Unified Development Code, the obligation to construct the public improvements that serve the Subdivision may be deferred if an Improvement Agreement is executed and a letter of credit is provided to secure the obligation to construct the public improvements; and

WHEREAS, the Owner seeks to defer the completion of construction of the public improvements to a future date, not to exceed four years (except with mutually agreed upon extension, including any appropriate modification of surety amount, based on conditions such as lot absorption), after the execution of this Agreement pursuant to the terms of this Agreement and Section 21.4.15 of the City's Unified Development Code:

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

a) The Owner is obligated by Section 21.14.1.K of the City's Unified Development Code to dedicate a minimum of one-half of the right-of-way and construct, or cause to be constructed, one-half, or a minimum section, of street improvements more particularly shown on THE PARKLANDS II SUBDIVISION BIG JOHN LANE IMPROVEMENT SCHEMATIC dated February 3, 2021, **(Exhibit "D")**, and subsequent detailed construction plans approved by the City and any revisions approved by the City, for one-half of the residential collector thoroughfare adjacent to the southern boundary of the Subdivision (such improvements shall be referred to herein as the "Improvements").

b) The Improvements shall be built and completed in accordance with the City design standards prior to plat recordation of Unit 4 of the Subdivision, or within four years after the execution of this Agreement unless the four-year time limitation is extended due to conditions such as delays in development of the Parklands II Subdivision, or other proximate land development, whichever comes earlier.

c) The cost of the Improvements is estimated to be **five hundred sixty-six thousand three hundred seventy-seven and 66/100 Dollars ($566,377.66)** (the "Cost Estimate"), as more particularly shown on **Exhibit "B"** attached hereto and made a part hereof for all purposes. The Owner and the City agree that the amount of the Cost Estimate set forth herein is a commercially reasonable estimate of the cost of the Improvements.

d) In lieu of the Owner's obligation to construct, or cause to be constructed, the Improvements, at or before final plat recordation of Units 1 through 3 of the Subdivision, the Owner shall provide to the City, concurrent with the execution of this Agreement, a letter of credit in the form attached hereto as **Exhibit "C"** (the "Surety") in an amount equal to 125% of the Cost Estimate amount **seven hundred seven thousand nine hundred seventy-one and 25/100 Dollars ($707,971.25)**, (the "Improvement Funds").

e) The Owner agrees that, prior to recordation of a final plat of Unit 4 of the Subdivision, or within four years of the execution of this Agreement, whichever comes first, to complete the construction of the Improvements in accordance with approved construction plans and in full compliance with the City of Schertz Unified Development Code Section 21.4.15, which is

incorporated by reference herein as though fully set forth in this Section of this Agreement. For the purpose of clarification, and in no way limiting the Owner's obligations under Section 21.4.15, the Parties agree that full completion of construction of the Improvements shall not occur until the City accepts the Improvements in the manner prescribed in Section 21.4.15 of the City's Unified Development Code.

f) In the event the Owner fails to fully complete construction of the Improvements during the time limits set forth herein in the manner prescribed herein, the City may declare this Agreement to be in default and at the City's sole discretion:

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

g) Within 60 days of the City's acceptance of the Improvements, the City shall release the Surety to the Owner and the Parties shall have no further obligation to each other under this Agreement.

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:

Scrappy Development LLC
1202 W. Bitters, Bldg. 1, Suite 1200
San Antonio, TX 78216
Attention: Mr. Jaime Johnson, VP of Land Development

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:

SCRAPPY DEVELOPMENT LLC a
Texas limited liability company

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

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of March, 2021 by Gordon V. Hartman, the President of Scrappy Development, LLC, a Texas limited liability company on behalf of said limited liability company.

(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: Dr. Mark Browne, City Manager

Date: _____

THE STATE OF TEXAS §
§
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the ____ day of March, 2021 by Dr. Mark Browne, City Manager of the City of Schertz, Texas, a Texas municipal corporation, on behalf of said City.

(SEAL)

_____
Notary Public in and for
The State of Texas

My Commission Expires:_____

EXHIBIT "A"

The Property

Master Plan

[See attached]

NOTES:

1. ALL INTERNAL STREETS WITHIN THE M.D.P. LIMITS ARE LOCAL "A" WITH A 50' R.O.W., 30' PAVEMENT AND 10' PARKWAYS UNLESS OTHERWISE NOTED
2. THIS PROPERTY IS NOT WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
3. UTILITY SERVICE PROVIDED BY THE FOLLOWING ENTITIES:

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SEWER SERVICE	CITY OF SCHERTZ/CIBOLO CREEK MUNICIPAL AUTHORITY
TELEPHONE SERVICE	AT&T
CABLE TELEVISION	TIME WARNER CABLE
ELECTRIC	GVEC
GAS	CENTERPOINT ENGERGY

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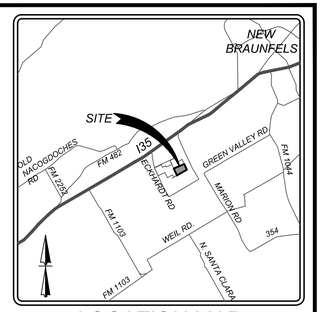
* PARK REQUIREMENTS = 1 ACRE/100 RESIDENTIAL LOTS
PARK REQUIREMENTS = 225 LOTS X 1 ACRE/100 LOTS = 2.25 ACRES
OCL = OUTSIDE CITY LIMITS

SCALE : 1"=100'

0' 100' 300'

200'



LOCATION MAP
N.T.S.

PARKLANDS SUBDIVISION
LAND USE: SINGLE-FAMILY RESIDENTIAL
194.56 ACRE TRACT
PROPERTY ID: 68373
ZONING : PDD
(VOL. 2260 PG. 355 O.P.R.)
OWNER: ROLLING HILLS RANCH DEVELOPMENT, LTD
1616 CALLE DEL NORTE LAREDO, TX 78041

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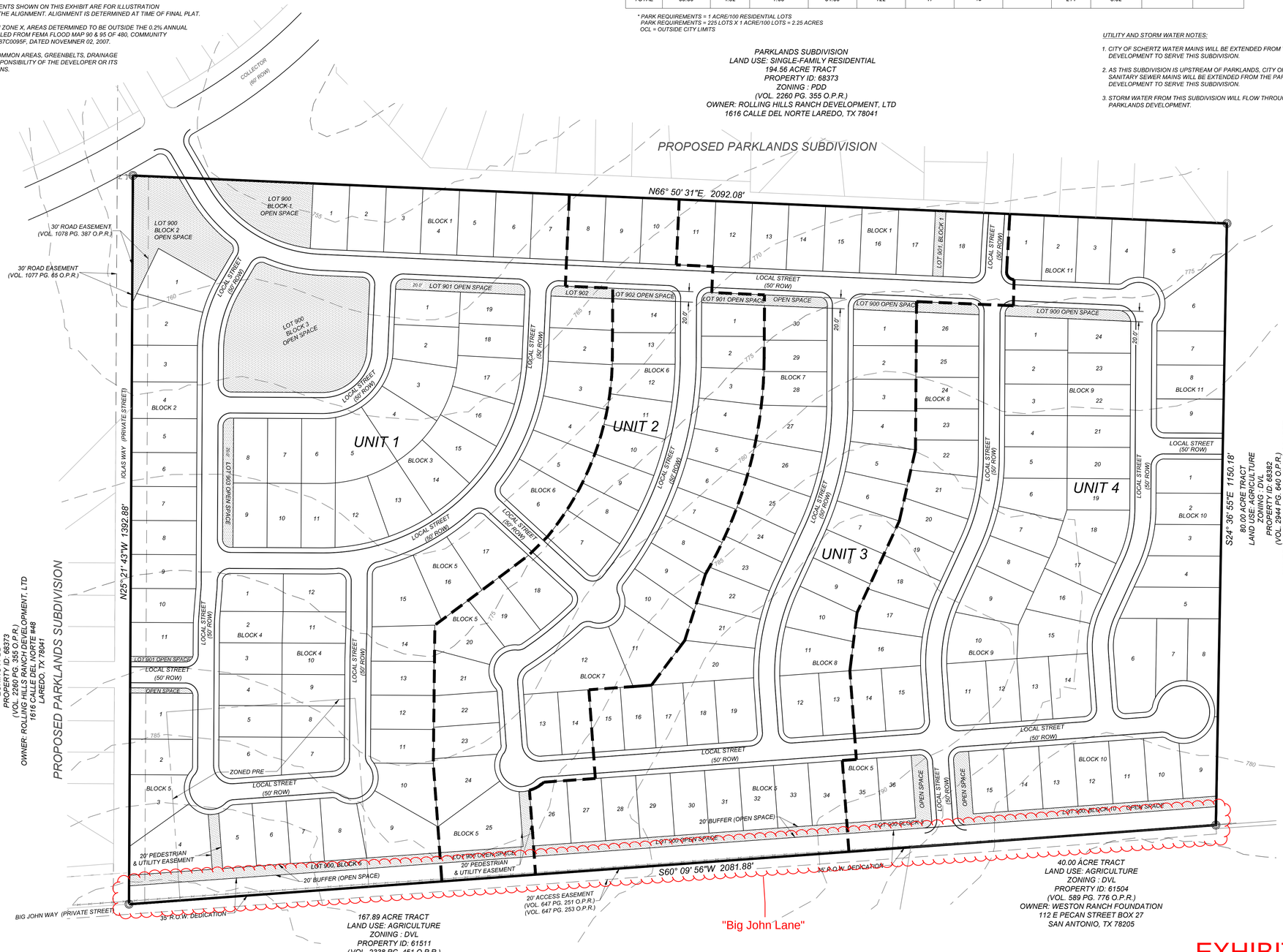
2. AS THIS SUBDIVISION IS UPSTREAM OF PARKLANDS, CITY OF SCHERTZ SANITARY SEWER MAINS WILL BE EXTENDED FROM THE PARKLANDS DEVELOPMENT TO SERVE THIS SUBDIVISION.
3. STORM WATER FROM THIS SUBDIVISION WILL FLOW THROUGH THE PARKLANDS DEVELOPMENT.

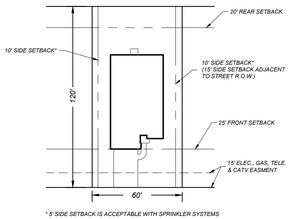


LEGEND

- = BOUNDARY
- = RIGHT - OF -WAY
- = PHASING LIMITS
- —715— = 5' CONTOURS
- = OVERHEAD ELECTRIC TRANSMISSION LINES
- = OPEN PACE / DRAINAGE EASEMENT

DEVELOPER/APPLICANT/OWNER:
SCRAPPY DEVELOPMENT, LLC
1202 W. BITTERS RD BLDG. 1 SUITE 1200
SAN ANTONIO, TX 78216
PHONE: (210) 493-2811

SURVEYOR:
KFW SURVEYING
3421 PAESANOS PKWY, SUITE 101
SAN ANTONIO, TX 78231
PHONE: (210) 979-8444
FAX: (210) 979-8441



* 5' SIDE SETBACK IS ACCEPTABLE WITH SPRINKLER SYSTEMS

TYPICAL LOT
NOT TO SCALE

THE PARKLANDS II SUBDIVISION MASTER DEVELOPMENT PLAN

SCHERTZ, TEXAS
GUADALUPE COUNTY

LEGAL DESCRIPTION:
A 60.80 ACRE TRACT OF LAND, BEING ALL OF A 10.0 ACRE TRACT, CALLED TRACT 1, THE REMAINING PORTION OF A 50.800 ACRE TRACT, CALLED TRACT 2 CONVEYED TO NANCY PINDER OF RECORD IN VOLUME 1306 PAGE 477 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS, A 10.01 ACRE TRACT CONVEYED TO THOMAS JORDAN OF RECORD IN VOLUME 3068 PAGE 400 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS, A 3.00 ACRE TRACT CONVEYED TO PATRICK LYNN PINDER OF RECORD IN VOLUME 2338 PAGE 732 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS, A 2.00 ACRE TRACT CONVEYED TO NANCY PINDER OF RECORD IN VOLUME 3062 PAGE 852 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS AND A 1.00 ACRE TRACT CONVEYED TO NANCY PINDER OF RECORD IN VOLUME 2550 PAGE 244 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS.

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

EXHIBIT "A"

KFW ENGINEERS + SURVEYING
FIRM# 9513 FIRM# 10122300
192 WEST MILL ST.
NEW BRAUNFELS, TX 78130
PHONE: (830) 220 - 6042
FAX: (830) 627 - 9097

PREPARED : JUNE 07, 2019

EXHIBIT B

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

Date: Jun 12, 2019, 10:57am User ID: dsmondak
File: P:\1200\JOB\01 WORK\80220250.dwg

EXHIBIT "B"

The Cost Estimate

[See attached]

EXHIBIT "B"

KFW ENGINEERS + SURVEYING

PARKLANDS II SUBDIVISION
OPINION OF PROBABLE COST

BIG JOHN LN IMPROVEMENTS

UNITS:	Overall	DATE:	3-Feb-21
NO. OF LOTS:		STATUS OF DESIGN:	Conceptual
ACREAGE:		SOURCE OF UNIT PRICES:	N/A
DENSITY:		DATE OBTAINED:	N/A

BIG JOHN LN IMPROVEMENTS

BIG JOHN LN (COLLECTOR) 2,085 LINEAR FT

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Street Improvements					
1.	Clearing (including ROW)	AC	1.70	$ 1,500.00	$ 2,550.00
2.	Excavation	CY	6,072	$ 4.00	$ 24,286.39
3.	Embankment	CY	2,024	$ 3.50	$ 7,083.53
4.	19" Flex Base	SY	6,070	$ 20.50	$ 124,435.00
5.	3" HMAC, Type D w/ Prime & Tack Coat	SY	5,670	$ 15.25	$ 86,467.50
6.	Geogrid	SY	6,070	$ 5.00	$ 30,350.00
7.	12" Moisture Conditioned Subgrade	SY	6,070	$ 3.50	$ 21,245.00
8.	Concrete Curb & Gutter	LF	2,085	$ 16.00	$ 33,360.00
9.	Header Curb	LF	2,130	$ 15.00	$ 31,950.00
10.	Timber Guard Post w/Markers	EA	16	$ 200.00	$ 3,200.00
11.	5' Sidewalk	LF	2,075	$ 28.50	$ 59,137.50
12.	Signage	LS	1	$ 9,500.00	$ 9,500.00
13.	TPDES	LS	1	$ 9,360.00	$ 9,360.00
				Sub-Total:	**$ 442,924.92**
Drainage Improvements					
1.	Excavation	CY	26	$ 4.00	$ 104.00
2.	Concrete Sidewalk Box Drain	CY	4	$ 2,350.00	$ 9,400.00
3.	Handrail	LF	19	$ 125.00	$ 2,375.00
4.	6-in Concrete Riprap	SY	25	$ 115.00	$ 2,875.00
				Sub-Total:	**$ 14,754.00**
Contingency				10%	$ 45,767.89
Engineering + Surveying Fees					$ 62,930.85
				TOTAL IMPROVEMENTS :	***$ 566,377.66***

EXHIBIT "C"

The Surety

[See attached]

EXHIBIT "D"

BIG JOHN WAY IMPROVEMENT SCHEMATIC

[See attached]

194.56 ACRE TRACT
(VOL. 2260 PG. 355 O.P.R.)
OWNER: ROLLING HILLS RANCH DEVELOPMENT, LTD

30' ROAD EASEMENT
(VOL. 1503 PG. 813 O.P.R.)
TO BE ABANDONED

30' ROAD EASEMENT
(VOL. 1077 PG. 65 O.P.R.)

4 5 6 7 8 9 25

20' P.U.E.

20' WATER ESMT.

35' ROAD DEDICATION
(PROVIDED WITH UNIT 1 PLATTING)

SCALE : 1"=30'
0' 30' 90'
60'

LOT 900 OPEN SPACE

"A" "B"

12" W

BIG JOHN LN
(FUTURE 70' ROW)

6+00 7+00 8+00 9+00 10+00 11+00 12+00 13+00 14+00

MATCHLINE STA: 15+00.00

BEGIN BIG JOHN LN IMPROVEMENTS
(PARKLANDS II DEVELOPMENT)

20' EASEMENT
(VOL. 647 PG. 251 O.P.R.)
(VOL. 647 PG. 253 O.P.R.)

167.89 ACRE TRACT
(VOL. 2338 PG. 451 O.P.R.)
OWNER: WESTON RANCH FOUNDATION

SECTION B-B (FUTURE)

UNITS 2 & 3

BLOCK 5

UNIT 4

OPEN SPACE

26 27 28 29 30 31 32 33 34 35 36 37

35' ROAD DEDICATION
(PROVIDED WITH UNIT 2 & 3 PLATTING)

35' ROAD DEDICATION
(PROVIDED WITH UNIT 4 PLATTING)

LOT 900 OPEN SPACE

12" W

BIG JOHN LN
(FUTURE 70' ROW)

16+00 17+00 18+00 19+00 20+00 21+00 22+00 23+00

MATCHLINE STA: 15+00.00

MATCHLINE STA: 24+00.00

20' EASEMENT
(VOL. 647 PG. 251 O.P.R.)
(VOL. 647 PG. 253 O.P.R.)

167.89 ACRE TRACT
(VOL. 2338 PG. 451 O.P.R.)
OWNER: WESTON RANCH FOUNDATION

40.00 ACRE TRACT
(VOL. 589 PG. 776 O.P.R.)
OWNER: WESTON RANCH FOUNDATION
(VOL. 2338 PG. 451 O.P.R.)

SECTION B-B (FUTURE)

SCALE : 1"=30'

BLOCK 10

UNIT 4

15 14 13 12 11 10 9

35' ROAD DEDICATION
(PROVIDED WITH UNIT 4 PLATTING)

LOT 900, BLOCK 10 OPEN SPACE

12" W

BIG JOHN LN
(FUTURE 70' ROW)

24+00 25+00 26+00 27+00 28+00 28+41

MATCHLINE STA: 24+00.00

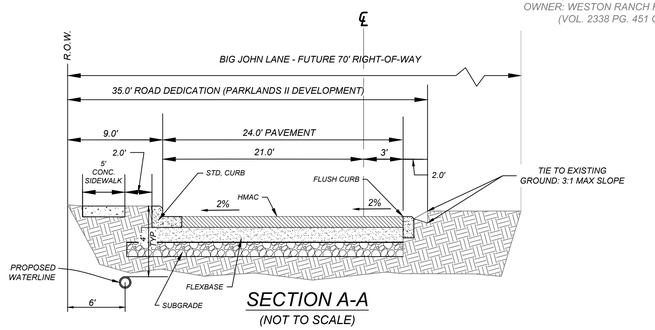
20' EASEMENT
(VOL. 647 PG. 251 O.P.R.)
(VOL. 647 PG. 253 O.P.R.)

80.00 ACRE TRACT
(VOL. 2944 PG. 640 O.P.R.)
OWNER: ROLAND K. & SUZANNE L. SCHOTT

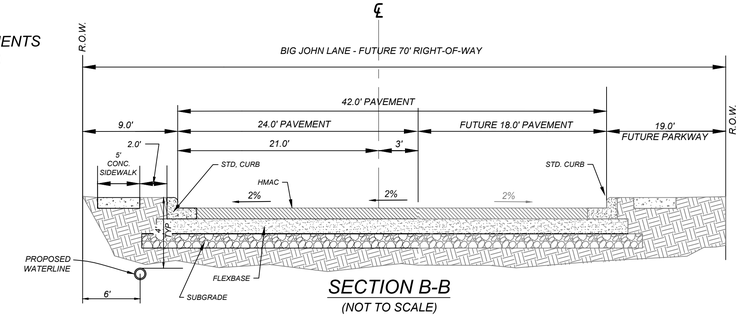
40.00 ACRE TRACT
(VOL. 589 PG. 776 O.P.R.)
OWNER: WESTON RANCH FOUNDATION
(VOL. 2338 PG. 451 O.P.R.)

BEGIN BIG JOHN LN IMPROVEMENTS
(PARKLANDS II DEVELOPMENT)

SECTION B-B (FUTURE)



SECTION A-A
(NOT TO SCALE)



SECTION B-B
(NOT TO SCALE)

EXHIBIT "D"

KFW ENGINEERS + SURVEYING
182 W Mill St., New Braunfels, Tx. 78130
Phone # 830.625.8555 Fax # 830.627.8097
TBPE Firm # 5913 • TBPLS Firm #: 10122300

ISSUE DATE

REVISIONS

THE PARKLANDS II SUBDIVISION
SCHERTZ, TX

BIG JOHN LN IMPROVEMENT SCHEMATIC

JOB NO. 205-29-02
DATE: FEBRUARY 3, 2021
DRAWN: CHECKED: NR

SHEET NUMBER:
EX-D

Date: Feb 03, 2021, 11:28am User ID: nreynolds
File: L:\Projects\205-29-02\02 Design Exhibits (CAD)\Big John Lane_Horizontal Alignment.dwg

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

Agenda No. 4.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**March 23, 2021**
Department:	**City Secretary**
Subject:	**Resolution No. 21-R-17 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing EMS charity care adjustments and other matters in connection therewith. (C. Kelm/J. Mabbitt)**

BACKGROUND

On August 27, 2019, City Council approved the Schertz EMS Charity Care Policy. Approving the Charity Care Policy benefits our citizens who do not have insurance and do not have the ability to pay for ambulance services. In the past, these accounts were sent to collections and written off throughout year with little expectation to recover any revenue.

GOAL

The City has been participating in the Texas Ambulance Services Supplemental Payment Program (TASPP) since 2015. This program reimbursed the City for losses incurred when providing services to patients who have Medicaid and to the uninsured. Beginning on October 1, 2019, this program moved away from reimbursing uninsured and Medicaid patients and is now only reimbursing based on charity care. The City has applied for reimbursement for a portion of these charity care adjustments.

COMMUNITY BENEFIT

Our charity care policy benefits those who cannot afford ambulance services. Having a Charity Care Policy is a requirement of the Centers for Medicare and Medicaid Services (CMS) which allows the City to apply for reimbursement for a portion of those funds that are written off.

SUMMARY OF RECOMMENDED ACTION

Consideration and/or action approving a Resolution by the City Council authorizing EMS charity care adjustments.

FISCAL IMPACT

670 accounts for a total of $926,665.48 will be written off based on the EMS Charity Care Policy. It is estimated that EMS will be eligible for reimbursements up to $200,000 in FY21 for all accounts adjusted. These accounts were from August 2019 through July 2020.

RECOMMENDATION

Staff recommends City Council approve Resolution 21-R-17

Attachments

Schertz EMS Billing Policy

Resolution 21-R-17

Schertz EMS Billing Policy

Schertz EMS is committed to providing the best care to patients in the cities that we serve. Our fees include a base charge for the transport and a mileage fee. These fees are approved annually by Schertz City Council. Schertz EMS accepts assignment from all third-party payers. We will make every attempt to bill and collect from the patient's insurance company. Medicare, Medicaid and most commercial insurance cover ambulance transportation that is medically necessary. Insurance companies pay claims based on the type of coverage each individual policy provides. Schertz EMS does not have contracts with insurance companies; therefore we do not waive the unpaid portion of the bill which includes the co-pay, co-insurance or the deductible.

Fees

Response Services	
Aid Call	$ 200.00
Air Medical Assist Call	$ 700.00
BLS Non- Emergency	$1,090.00
BLS Emergency	$1,210.00
ALS Non-Emergency	$1,230.00
ALS Emergency No Specialty Care	$1,440.00
ALS Emergency W \ Specialty Care	$1,600.00
Mileage, per mile	$ 20.00

Passport to Care Subscription Program

Oftentimes insurance companies deny payment for specific services or will only cover a portion of the fees actually billed. In order to offset the cost of ambulance service charges, Schertz EMS offers an opportunity of enrollment in our ambulance subscription program. For a nominal annual fee per year, per household, subscribers will be covered from out of pocket expenses such as deductibles and co-payments or from services not covered by insurance companies.

Passport to Care Subscription Rates

	Insured	**Not Insured**
Single	$50.00	$65.00
Family	$60.00	$75.00

CHARITY CARE POLICY:

The City of Schertz EMS Department may provide healthcare services to patients without the expectation of reimbursement (charity care services) if the patient meets the charity care guidelines below, and is determined to be eligible to be a charity care patient. Charity care services do not include bad debt, payment shortfall(s), insurance allowances, courtesy allowances, or reductions given to patients who do not meet the provider's charity care policy or financial assistance policy.

Charity care services become effective as of October 1, 2019, and will only be available as long as the State of Texas provides reimbursement for charity care services through the Texas Ambulance Services Supplemental Payment Program/Medicaid 1115 Waiver, or similar means of reimbursement.

The City of Schertz EMS Department may change the charity care determination criteria under Section 2. II. on a regular basis and will maintain the current criteria.

CHARITY CARE POLICY GUIDELINES:

1. The City of Schertz EMS Department must determine each patient's ability to pay for the ambulance services provided before classifying the patient as a charity care patient. If the patient does not have the ability to pay for the ambulance services, the City of Schertz EMS Department may determine the patient as a charity care patient.

To determine a patient's ability to pay, the City of Schertz EMS Department shall:

I. gather patient information during and/or after the services are provided, as applicable given the patient's condition. This may include the issuance of one or more requests for information with the patient to obtain information necessary for the City of Schertz EMS Department to determine the patient's ability to pay for the ambulance services provided. During communication with a patient, the City of Schertz EMS Department shall include information about its charity care services;

II. undertake an insurance discovery process to identify if the patient has third party insurance including Medicaid, Medicare, or other forms of insurance; and,

III. undertake reasonable collections efforts to verify and/or yield essential information about the ability of the patient to pay for the ambulance services provided.

2. The City of Schertz EMS Department may classify the patient as a charity care patient if the following occur:

I. The current revenue cycle process results in one or more of the following:

a. the patient does not provide evidence of insurability, or the City of Schertz EMS Department is unable to obtain information from the patient during the requests for information in 1. I. within a 30-day period. The lack of a response by the patient may be considered an affirmation that the

patient does not have third party insurance and does not have the ability to pay for the ambulance services provided;

b. the insurance discovery process in 1. II. determines that the patient does not have a third party insurance product that will pay for the ambulance services provided. The lack of insurance or having an insurance product that does not pay for ambulance service may be considered by the City of Schertz EMS Department as a determinant that the patient does not have third party insurance and does not have the ability to pay for the ambulance services provided; or,

c. the collections effort in 1. III. results in no payment, or minimal payment, from the patient over a 30-day period. Receiving no payment or minimal payment from the patient may be considered by the City of Schertz EMS Department as a determinant that the patient does not have third party insurance and does not have the ability to pay for the ambulance services provided;

II. The payment predictor model indicates that a patient does not have a high likelihood of payment as identified by the following classifications:

a. results indicate a low, medium, or non-classified designation
   1) low designation results are identified as “L” (red)
   2) medium designation results are identified as “M” (yellow)
   3) non-classified designation results are identified as “NC” (red) and indicates that there is insufficient patient information to adequately determine likelihood of payment, thus indicating a low likelihood of payment

3. The City of Schertz EMS Department may also classify the patient as a charity patient if:

I. The service to an insured patient is denied by the insurance provider as not covered;

II. The City of Schertz EMS Department is notified that the patient has been granted charity care by the sending or receiving hospital; or,

III. The City of Schertz EMS Department is notified that the patient is deceased and there are no additional remedy options that may be pursued.

4. Once the City of Schertz EMS Department determines the patient is a charity care patient, the City of Schertz EMS Department will make no further attempts to collect from the patient.

5. The ambulance services provided to the charity care patient shall be valued at 100% of the net cost of providing those services by the City of Schertz EMS Department.

Payment Plans

Schertz EMS will accept payment plans if the need arises. A minimum of $25 per month will be accepted on a case by case basis. Payment plans will be setup with the EMS Billing Department.

Prompt Payment Reduction

A prompt payment reduction of 25% will be offered to those who receive an invoice, after insurance applies payment, and make payment in full within 30 days of the invoice date.

Collection Agency

Patients will be sent to collections after 105 days of non-payment or non-response. The collection agency will attempt to collect the debt with an additional 30% fee included with the amount owed.

Billing Adjustments

Bills of homeless patients who we cannot locate and deceased patients who do not have insurance or estates from which to recover EMS charges will be adjusted based on the charity care policy. Insurance and attorney requests for adjustments will be on a case by case basis.

RESOLUTION NO. 21-R-17

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EMS CHARITY CARE ADJUSTMENTS AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City of Schertz EMS provides ambulance services to the City of Schertz and other surrounding communities and emergency services districts; and

WHEREAS, The City of Schertz EMS has been participating in the Texas Ambulance Services Supplemental Payment Program (TASSPP) since 2015; and

WHEREAS, The Centers for Medicare and Medicaid Services requires a charity care policy to continue participating in TASSPP; and

WHEREAS, the City Council has determined that it is in the best interest of the City to have a charity care policy; and

WHEREAS, the City staff has recommended that the City maintain charity care adjustments for accounts meeting the Schertz EMS Charity Care Policy.

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

Section 1. The City Council hereby authorizes the charity care write off for 670 accounts in the amount of $926,665.48.

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 23rd day of March 2021.

CITY OF SCHERTZ, TEXAS

_____

Ralph Gutierrez, Mayor

ATTEST:

_____

Brenda Dennis, City Secretary

(CITY SEAL)

Agenda No. 5.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**March 23, 2021**
Department:	**Finance**
Subject:	**Resolution No. 21-R-23 - Consideration and/or action approving a Resolution accepting the Comprehensive Annual Financial Report - CAFR Fiscal Year 2019-20. (M. Browne/B. James/J. Walters/B. Martin)**

BACKGROUND

State law requires that local governments complete an annual audit by an independent licensed public accounting firm. This is the official Financial Statement - Fiscal Year 2019-20 Comprehensive Annual Financial Report (CAFR) for the City of Schertz as of September 30, 2020. These statements show the financial performance and financial health of the City for the previous fiscal year. The presentation will be made by Paula Lowe, CPA, Audit Partner, of Patillo, Brown, and Hill, LLP. The Audit Committee consisting of Mayor Gutierrez, Councilmember Whittaker, Councilmember Heyward, City Manager Mark Browne, Assistant City Manager Brian James, Assistant City Manager Charles Kelm, Finance Director James Walters, and Assistant Finance Director Babett Martin met on March 19, 2021 to review the audit findings and financial statement as presented by the auditor, Paula Lowe, CPA, Audit Partner, of Patillo, Brown, and Hill, LLP.

GOAL

Inform City Council about the financial performance and health of the City.

COMMUNITY BENEFIT

The annual audit provides the community assurance the city is in good financial standing and operating in compliance with generally accepted accounting principles and governmental accounting standards.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 21-R-23 accepting the FY 2019-20 CAFR.

FISCAL IMPACT

None

RECOMMENDATION

Staff recommends approval of Resolution No. 21-R-23 regarding the Fiscal Year 2019-20 Comprehensive Annual Financial Report

Attachments

Resolution 21-R-23
audit letter
CAFR

RESOLUTION NO. 21-R-23

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE APPROVAL OF THE COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR FISCAL YEAR 2019-20, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the "City") has recommended that the City Council approve the Comprehensive Annual Financial Report for Fiscal Year 2019-20 ; and

WHEREAS, the Audit Committee has recommended that it is in the best interest of the City to approve the Comprehensive Annual Financial Report for Fiscal Year 2019-20; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the Comprehensive Annual Financial Report for Fiscal Year 2019-20.

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

Section 1. The City Council hereby authorizes the approval of the Comprehensive Annual Financial Report for Fiscal Year 2019-20.

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 23rd day of March 2021.

CITY OF SCHERTZ, TEXAS

Rafael Gutierrez, Mayor

ATTEST:

City Secretary, Brenda Dennis

(CITY SEAL)

PATTILLO, BROWN & HILL, L.L.P.
401 West State Highway 6
Waco, Texas 76710
254.772.4901 | pbhcpa.com

Honorable Mayor and
Members of the City Council
City of Schertz, Texas

We have audited the financial statements of the City of Schertz, Texas (the "City") as of and for the year ended September 30, 2020 and have issued our report thereon dated March 19, 2021. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated July 24, 2020, our responsibility, as described by professional standards, is to form and express opinions about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the City solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, and, as appropriate, our firm have complied with all relevant ethical requirements regarding independence.

As a part of the engagement we assisted in preparing the financial statements, related notes to the financial statements, and the schedule of expenditures of federal awards of the City in conformity with U.S. generally accepted accounting principles and Uniform Guidance. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services were not conducted in accordance with *Government Auditing Standards.*

In order to ensure we maintain our independence for performing these nonaudit services certain safeguards were applied to this engagement. Management assumed responsibility for the financial statements, related notes to the financial statements, and the schedule of expenditures of federal awards, and any other nonaudit services we provided. Management acknowledged in the management representation letter our assistance with the preparation of the financial statements, related notes to the financial statements, and the schedule of expenditures of federal wards, and that these items were reviewed and approved prior to their issuance and accepted responsibility for them. Further, the nonaudit services were overseen by an individual within management that has the suitable skill, knowledge, or experience; evaluated the adequacy and results of the services; and accepted responsibility for them.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the City is included in Note I to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during the year. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

Management's estimate of the useful lives of capital assets is based on the expected lifespan of the asset in accordance with standard guidelines. We evaluated the key factors and assumptions used to develop the estimate of useful lives in determining that it is reasonable in relation to the financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimate of the allowance for uncollectible court fines and delinquent property taxes receivable are based on historical collections. We evaluated the key factors and assumptions used to develop the allowance for uncollectible court fines in determining that it is reasonable in relation to the financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimate of the allowance for uncollectible EMS receivable is based on historical collections. We evaluated the key factors and assumptions used to develop the allowance for EMS revenues in determining that it is reasonable in relation to the financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimate of the net pension and total OPEB liabilities and related expenses are based on actuarial assumptions which are determined by the demographics of the plan and future projections that the actuarial makes based on historical information of the plan and the investment market. We evaluated the key factors and assumptions used to develop the net pension and total OPEB liabilities and pension and OPEB expenses and determined that they are reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the City's financial statements relate to the net pension and OPEB liabilities. The disclosures in the financial statements are neutral, consistent, and clear.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. Management has corrected all identified misstatements.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures.

None of the misstatements identified by us as a result of our audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole or applicable opinion units.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the City's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management, which are included in the management representation letter dated March 19, 2021.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the City, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the City's auditors.

New Accounting Pronouncements

The Governmental Accounting Standards Board (GASB) issued the following statements which become effective for fiscal years 2021 and 2022.

Statement No. 84, *Fiduciary Activities* – This Statement improves guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. The focus is generally on whether a government is controlling the assets of the fiduciary activity and on the beneficiaries with whom a fiduciary relationship exists. This Statement will become effective for the City in fiscal year 2021.

Statement No. 87, *Leases* – This Statement will improve the accounting and financial reporting for leases by governments by requiring recognition of certain lease assets and liabilities previously classified as operating leases. It establishes a single model for lease accounting based on the principle that leases are financing the right to use an underlying asset. Under the Statement a lessee is required to recognize a lease liability and an intangible right-to-use asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resource, enhancing the relevance and consistency of information about leasing activities. This Statement will become effective for the City in fiscal year 2022.

Restriction on Use

This report is intended solely for the information and use of the City Council and management of the City and is not intended to be and should not be used by anyone other than these specified parties.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 19, 2021

CITY OF SCHERTZ, TEXAS

COMPREHENSIVE ANNUAL FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2020

OFFICIALS ISSUING REPORT

James M. Browne
City Manager

James Walters
Director of Finance

CITY OF SCHERTZ, TEXAS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

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INTRODUCTORY SECTION

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SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

March 19, 2021

To the Honorable Mayor, City Council, and the Citizens of Schertz:

State law requires that local governments publish a complete set of financial statements presented in conformity with generally accepted accounting principles in the United States of America (U.S. GAAP) and audited in accordance with generally accepted auditing standards in the United States of America by a firm of licensed certified public accountants. Pursuant to that requirement, we hereby issue the comprehensive annual financial report of the City of Schertz for the fiscal year ended September 30, 2020.

This report consists of management's representations concerning the finances of the City of Schertz. Consequently, management assumes full responsibility for the completeness and reliability of all the information presented in this report. To provide a reasonable basis for making these representations, management of the City of Schertz has established a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City of Schertz's financial statements in conformity with U.S. GAAP. Because the cost of internal controls should not outweigh their benefits, the City of Schertz comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The City of Schertz's financial statements have been audited by Pattillo, Brown & Hill, LLP a firm of licensed certified public accountants. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City of Schertz for the fiscal year ended September 30, 2020, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City of Schertz's financial statements for the fiscal year ended September 30, 2020, are fairly presented in conformity with U.S. GAAP. The independent auditor's report is presented as the first component of the financial section of this report.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The City of Schertz's MD&A can be found immediately following the report of the independent auditors.

Profile of the Government

The City of Schertz, incorporated in 1958, is located in the central part of Texas, which is considered to be a top growth area in the state, and one of the top growth areas in the country. The City of Schertz currently occupies a land area of 32.21 square miles with a population of 41,199 in 2019 according to the US Census Bureau. The City of Schertz is empowered to levy a property tax on both real and personal properties located within its boundaries. It also is empowered by state statue to extend its corporate limits by annexation, which occurs periodically when deemed appropriate by the governing body.

The City of Schertz has operated under the council-manager form of government since November 30, 1972. Policymaking and legislative authority are vested in a City Council consisting of the Mayor and seven at-large

councilmembers. The City Council is responsible for establishing public policy on City matters by the passage of appropriate ordinances and resolutions. The City Manager is responsible for overseeing the day-to-day operations of the government, implementing policy established by City Council, and for appointing the heads of the various departments. The council is elected on a non-partisan basis. Council members serve three-year staggered terms, with two council members elected every three years and then three council members elected the final three years in the cycle. The mayor is elected to serve a three-year term.

The City of Schertz provides a full range of services, including police and fire protection, EMS services, library services, the construction and maintenance of streets, recreational facilities, cultural events, and water and sewer services.

The annual budget and five-year forecast serve as the foundation for the City of Schertz's financial planning and control. All city departments are required to submit requests for appropriation to the City Manager by June of each year. The City Manager uses these requests as the starting point for developing a proposed budget. The City Manager then presents the proposed budget to the council for review in early August. The council then holds public hearings and community meetings on the proposed budget and to adopt a final budget by September 30th. The fiscal year for Schertz is from October 1 through September 30. The appropriated budget is prepared by each department (e.g. police). The City Manager may make transfers of appropriations within a department. The City Manager may make transfers between departments and funds with City Council approval. Budget to actual comparisons are provided in this report for each individual governmental fund for which an appropriated annual budget has been adopted. For the general fund, this comparison is presented on pages 55-56 as part of the required supplementary information.

Factors Affecting Financial Condition

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the City of Schertz operates.

Local economy. Economic growth in Schertz remained strong in 2020. The surrounding metro area saw some contractions evidenced by the Federal Reserve Bank of Dallas reporting the San Antonio Business-Cycle Index decreased 4.33% year over year for September 2020. This Index potentially indicates a new period of economic contraction around the state. As of September 2020, the unemployment rate for Texas was 8.3% and several metro areas including Austin, Dallas-Fort Worth, and San Antonio, are below the state average. Schertz in particular had an **unemployment rate of 6.2 percent during this time**.

Despite these indicators for the surrounding area, the City of Schertz realized a **15.3% increase year-over-year in sales tax collections** during the fiscal year. Despite the pandemic, Schertz' retail outlets and restaurants remained open and doing busines during the pandemic. The businesses in the industrial complex also remained open, many of whom reworked their product lines to assist with creations of masks and other goods needed during the pandemic.

Further showcasing Schertz' economic resilience, it also saw a diverse range of new products developed its real estate and land markets with approximately 270,000 square feet of new commercial and industrial space. Nexus Medical's new facility located on Schertz Parkway. The 36,450 sf building a project is host to 100 employees. Other new facilities included Casa Mechanical's new facility (71,255 sf) located on 7770 FM 482 and Ryder Truck's facility expansion (19,226 sf) on 9993 Doerr Ln. The industrial vacancy rate decreased from 9.4% to 9.0% from the previous quarter.

Long-term financial planning. The community approved bond propositions in November 2010 for quality of life projects which included an aquatics facility, improvements to the baseball fields and soccer fields, building a new animal adoption facility, and improvements to Main Street. The only remaining project are the Main Street improvements.

In November 2015, the City placed 2 bond propositions before the voters totaling $15 million. $7 million was for FM roadways which the City will partner with the Texas Department of Transportation, who will provide matching funds, and $8 million for a new Fire Station located in the southern portion of Schertz. $2 million for the FM roadways have been issued and sent to the Texas Department of Transportation for improvements on FM 1103 as of July 2018. In June 2018, the second $4 million was issued for the Fire Station to begin construction. The fire station was completed in November 2020.

Current Year Budget Initiatives. For FY 2020-21, the City is using the momentum from the previous year and is putting an additional $500,000 into city infrastructure from the General Fund Fund Balance and undergoing a new Comprehensive Land Use Plan. Due to growing needs the City will also hire a Police Captain and Senior Planner.

Financial Information:

Internal Control. Management is responsible for establishing and maintaining internal controls designed to ensure that assets of the City are protected from loss, theft or misuse and to provide adequate accounting information compiled to allow for the preparation of financial statements in conformity with generally accepted accounting principles for local governments as prescribed by the Governmental Accounting Standards Board (GASB), the Financial Accounting Standards Board (FASB) and the American Institute of Certified Public Accountants (AICPA). The internal control system is designed to provide reasonable, but not absolute assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of an internal control should not exceed the benefits derived from the internal control. The City utilizes financial accounting software which is designed with a system of internal controls. These controls are continually being reevaluated to provide reasonable, but not absolute, assurances.

Budget Controls. The City also utilizes budgetary controls. Legally expenditures cannot exceed the appropriated amount. The objective of these budgetary controls is to ensure compliance with the adopted budget approved by the City Council as mandated by the city charter and state law. The levels of budgetary control are established at the line-item basis and at the fund level. Staff believes these controls help monitor and direct approved expenditures to a level within the budget parameters which directly results in a strong financial performance.

Financial Results. Assets and fund balances continue to grow as the City grows and financial results remain strong. While additional debt was issued during the year, Staff closely monitors and plans the amount of issuance to keep steady debt ratios per capita, per revenue, and per operations tax rate to the debt tax rate. Examples of these ratios can be found in the Statistical Section on pages 121, 123, 125, and 127. A more detailed summary of the City's Financial Performance is available in the Management Discussion and Analysis section on page 4.

Independent Audit. Every year an independent audit is performed of the general ledger, accounts, financial records, and transactions of all city departments. The audit is completed by an independent certified public accounting firm selected by the City Council. The City is in compliance with this requirement and the independent auditor's report by Pattillo, Brown & Hill, LLP. Certified Public Accountants, has been included in this report.

Awards and Acknowledgements

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Schertz for its comprehensive annual financial report for the fiscal year ended September 30, 2019. This was the 35th consecutive year that the City has received this prestigious award. In order to be awarded a Certificate of Achievement, the City must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

A Certificate of Achievement is valid for a period of one year only. We believe our current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements and we will be submitting it to the GFOA to determine its eligibility for another certificate.

The preparation of this report would not have been possible without the efficient and dedicated services of the entire staff of the finance department. We would like to express our appreciation to all members of the department who assisted and contributed to the preparation of this report.

In conclusion, we would have none of the success we have enjoyed without the assistance of each and every staff member, as well as the support and strategic direction from the Mayor and the City Council during the strategic planning, pre-budget, and budget approval process.

Respectfully submitted,

James M. Browne
City Manager

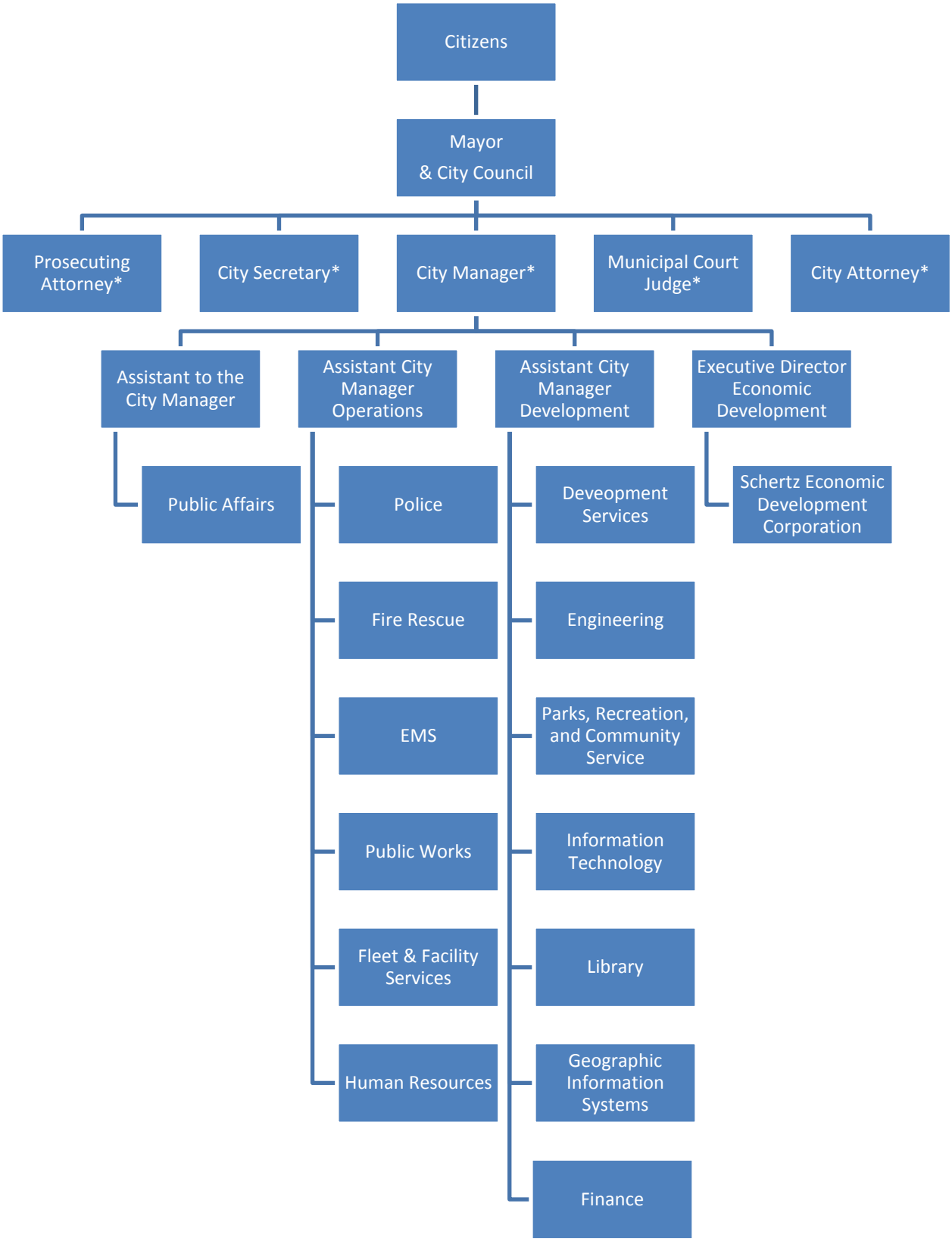
James P. Walters
Finance Director

CITY OF SCHERTZ, TEXAS

CITY OFFICIALS

MAYOR	RALPH GUTIERREZ
MAYOR PRO-TEM	ROSEMARY SCOTT
CITY COUNCIL	MARK E. DAVIS
	SCOTT LARSON
	MICHAEL DAHLE
	DAVID SCAGLIOLA
	ALLISON HEYWARD
	TIM BROWN
CITY MANAGER	JAMES M. BROWNE
DIRECTOR OF FINANCE	JAMES WALTERS
CITY ATTORNEY	CHARLES ZECH, DENTON, NAVARRO, ROCHA, BERNAL & ZECH, P.C.

CITY OF SCHERTZ
ORGANIZATIONAL CHART
FY 2019-20



*Appointed by City Council

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Schertz Texas

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

September 30, 2019

Christopher P. Morrill

Executive Director/CEO

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FINANCIAL SECTION

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PATTILLO, BROWN & HILL, L.L.P.
401 West State Highway 6
Waco, Texas 76710
254.772.4901 | pbhcpa.com

INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and
Members of the City Council
City of Schertz, Texas

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Schertz, Texas, as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the City of Schertz, Texas' basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

The City of Schertz's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the Schertz-Seguin Local Government Corporation or the Cibolo Valley Local Government Corporation, which collectively represent 10.0 percent and 11.9 percent, respectively, of the assets and net position of the Water and Sewer Fund, and 9.7 percent and 11.8 percent, respectively, of the assets and net position of the business-type activities. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for Schertz-Seguin Local Government Corporation and Cibolo Valley Local Government Corporation, is based solely on the report of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

OFFICE LOCATIONS
TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque

AICPA GAQC Member

Opinions

In our opinion, based on our audit and the reports of other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Schertz, Texas, as of September 30, 2020, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the City of Schertz, Texas' fiscal year 2019 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated March 18, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended September 30, 2019 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Schertz, Texas' basic financial statements. The introductory section, combining and individual nonmajor fund financial statements and schedules, and statistical section, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 19, 2021, on our consideration of the City of Schertz, Texas' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Schertz, Texas' internal control over financial reporting and compliance.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 19, 2021

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MANAGEMENT'S DISCUSSION AND ANALYSIS

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As management of the City of Schertz, we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City of Schertz for the fiscal year ended September 30, 2020. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found in the introductory section of this report.

Financial Highlights

The assets and deferred outflows of the City of Schertz exceeded its liabilities and deferred inflows at the close of the most recent fiscal year by $243,392,976 (net position). Of this amount, $34,728,518 (unrestricted net position) may be used to meet the City's ongoing obligations to citizens and creditors.

The City's total net position increased by $7,756,417. The primary reason for this increase was a decrease in the City's net pension liability of approximately $4.1 million from the prior year.

As of the close of the current fiscal year, the City's governmental funds reported combined ending fund balances of $50,993,654, a decrease of $5,840,724 in comparison with the prior year. The primary cause of this decrease was a payment of $3.7 million by the City of Schertz Economic Development Corporation to Schertz 312, LLC related to an economic development performance agreement.

At the end of the fiscal year, the combined total of the General Fund assigned and unassigned fund balances was $12,098,536 which is 35.51% of the general fund expenditures not including capital outlay. The fund balance policy is to reserve at least a 26% balance.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the City's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City of Schertz is improving or deteriorating.

The statement of activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g. uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City of Schertz that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City of Schertz include general government, public safety, streets and parks, health, and culture and recreation. The business-type activities of the City of Schertz include a water and sewer department and an emergency medical services department.

Fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of Schertz, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The funds of the City of Schertz can be divided into two categories: governmental and proprietary.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information is useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City of Schertz maintains thirteen individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, the debt service fund, the economic development corporation and the capital projects fund, all of which are considered to be major funds. Data from the other seven governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report.

Proprietary funds. The City of Schertz maintains one type of proprietary fund. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City of Schertz uses enterprise funds to account for its water and sewer department and for its emergency medical services department.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the water and sewer department and for the emergency medical services department, both of which are considered to be major funds of the City of Schertz.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the City's general fund budgetary schedule. The City of Schertz adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with this budget. The economic development corporation also adopts an annual budget, and a comparison schedule for it also is provided in the required supplementary information.

The combining statements referred to earlier in connection with non-major governmental funds are presented immediately following the required supplementary information.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City of Schertz, assets and deferred outflows exceeded liabilities and deferred inflows by $243,392,976 at the close of the most recent fiscal year. The largest portion of the City's total net position (68%) reflects its net investment in capital assets (e.g., land, buildings, machinery, and equipment) less any related debt used to acquire those assets that is still outstanding, plus bond proceeds that have not yet been signed. The City of Schertz uses these capital assets to provide services to citizens; consequently, these assets are not available for operational type of future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the City's total net position (18%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position, $34,728,518, may be used to meet the government's ongoing obligations to citizens and creditors.

At the end of the current fiscal year, the City of Schertz is able to report positive balances in all three categories of net position, both for the government as a whole, as well as for its separate governmental and business-type activities. The same situation held true for the prior fiscal year.

City of Schertz's Net Position
Government-Wide

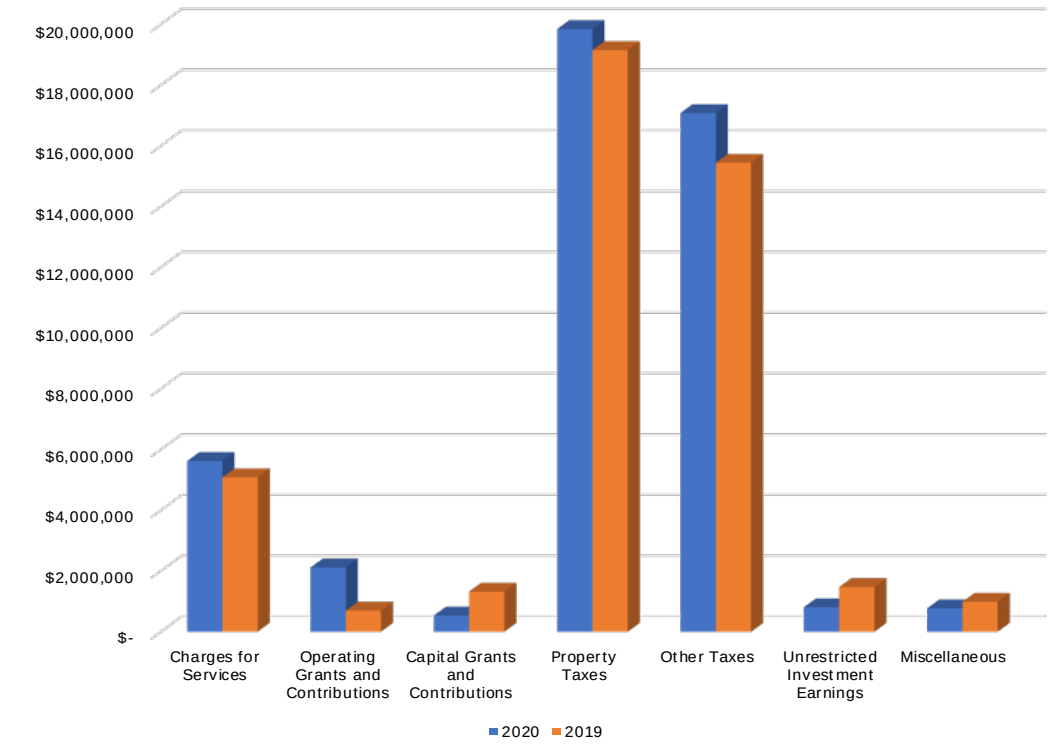
	Governmental Activities		Business-Type Activities		Total	
	2020	2019	2020	2019	2020	2019
Current and other assets	$ 62,199,597	$ 62,483,126	$ 54,664,167	$ 55,115,512	$ 116,863,764	$ 117,598,638
Capital assets	144,079,930	143,800,297	92,643,825	86,809,556	236,723,755	230,609,853
Total assets	206,279,527	206,283,423	147,307,992	141,925,068	353,587,519	348,208,491
Deferred outflows of resources	3,267,540	5,026,512	806,262	1,307,526	4,073,802	6,334,038
Current liabilities	12,527,345	8,595,801	5,245,378	4,792,951	17,772,723	13,388,752
Long-term liabilities	73,002,458	81,400,396	20,706,167	23,649,513	93,708,625	105,049,909
Total liabilities	85,529,803	89,996,197	25,951,545	28,442,464	111,481,348	118,438,661
Deferred inflows of resources	2,235,923	434,900	551,074	32,409	2,786,997	467,309
Net position:						
Net investment in capital assets	88,959,102	89,869,766	75,969,319	68,271,075	164,928,421	158,140,841
Restricted	28,664,438	28,088,355	15,071,599	13,232,638	43,736,037	41,320,993
Unrestricted	4,157,801	2,920,717	30,570,717	33,254,008	34,728,518	36,174,725
Total net position	$ 121,781,341	$ 120,878,838	$ 121,611,635	$ 114,757,721	$ 243,392,976	$ 235,636,559

The government's net position increased by $7,756,417 during the current fiscal year. Approximately $4.1 million of this increase represents a decrease in the City's net pension liability from the previous year. The following table indicates changes in net position for governmental and business-type activities followed by graphs displaying total revenues and expenses by type:

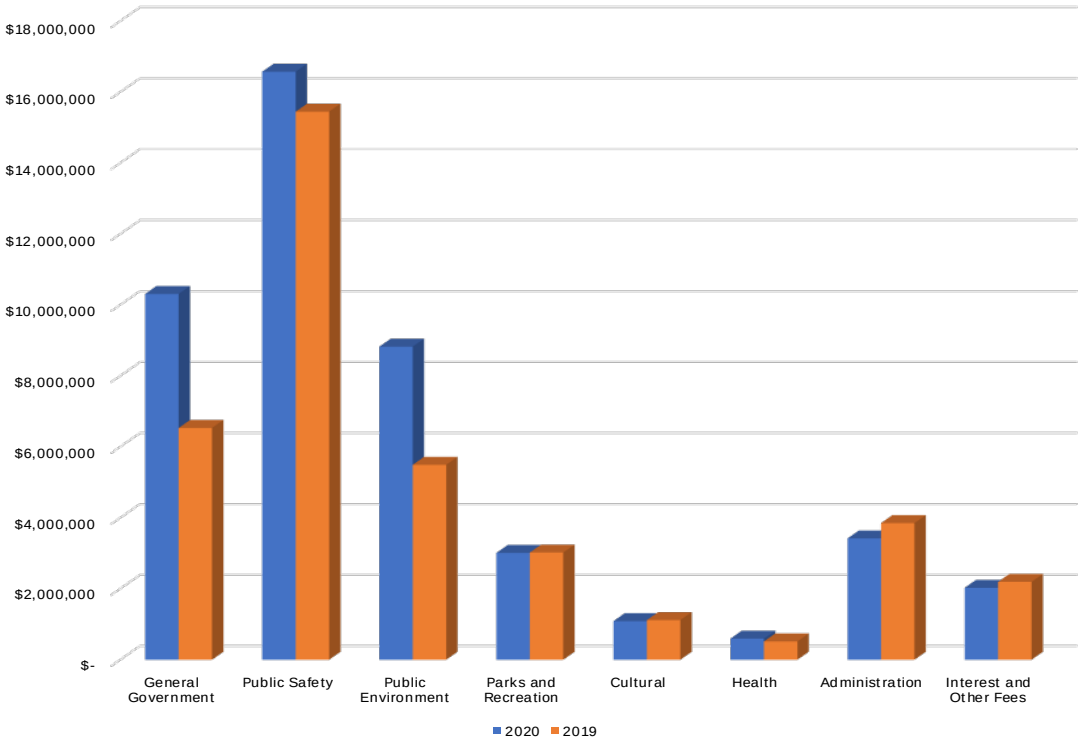
City of Schertz's Changes in Net Position
Government-Wide

	Governmental Activities		Business-Type Activities		Total	
	2020	2019	2020	2019	2020	2019
Revenues:						
Program revenues:						
Charges for services	$ 5,619,998	$ 5,080,958	$ 35,824,170	$ 33,930,093	$ 41,444,168	$ 39,011,051
Operating grants & contributions	2,113,673	692,042	-	-	2,113,673	692,042
Capital contributions	531,096	1,319,793	292,408	1,975,524	823,504	3,295,317
General revenues:						
Property taxes	19,844,912	19,151,005	-	-	19,844,912	19,151,005
Other taxes	17,076,462	15,439,226	-	-	17,076,462	15,439,226
Investment earnings	804,674	1,470,258	431,555	855,216	1,236,229	2,325,474
Miscellaneous	767,799	984,257	706,296	267,788	1,474,095	1,252,045
Total revenues	46,758,614	44,137,539	37,254,429	37,028,621	84,013,043	81,166,160
Expenses:						
General government	10,310,363	6,534,013	-	-	10,310,363	6,534,013
Public safety	16,575,191	15,448,886	-	-	16,575,191	15,448,886
Public environment	8,825,099	5,495,192	-	-	8,825,099	5,495,192
Parks and recreation	3,012,134	3,022,278	-	-	3,012,134	3,022,278
Cultural	1,089,564	1,119,650	-	-	1,089,564	1,119,650
Health	596,288	516,890	-	-	596,288	516,890
Administration	3,419,407	3,853,255	-	-	3,419,407	3,853,255
Interest and other fees	2,028,065	2,196,180	-	-	2,028,065	2,196,180
Water and sewer	-	-	24,349,219	25,608,390	24,349,219	25,608,390
EMS	-	-	6,051,296	6,529,631	6,051,296	6,529,631
Total expenses	45,856,111	38,186,344	30,400,515	32,138,021	76,256,626	70,324,365
Increase in net position before transfers	902,503	5,951,195	6,853,914	4,890,600	7,756,417	10,841,795
Transfers	-	(81,525)	-	81,525	-	-
Change in net position	902,503	5,869,670	6,853,914	4,972,125	7,756,417	10,841,795
Net position - beginning of year	120,878,838	115,009,168	114,757,721	98,368,826	235,636,559	213,377,994
Prior period adjustment	-	-	-	11,416,770	-	11,416,770
Net position - end of year	$ 121,781,341	$ 120,878,838	$ 121,611,635	$ 114,757,721	$ 243,392,976	$ 235,636,559

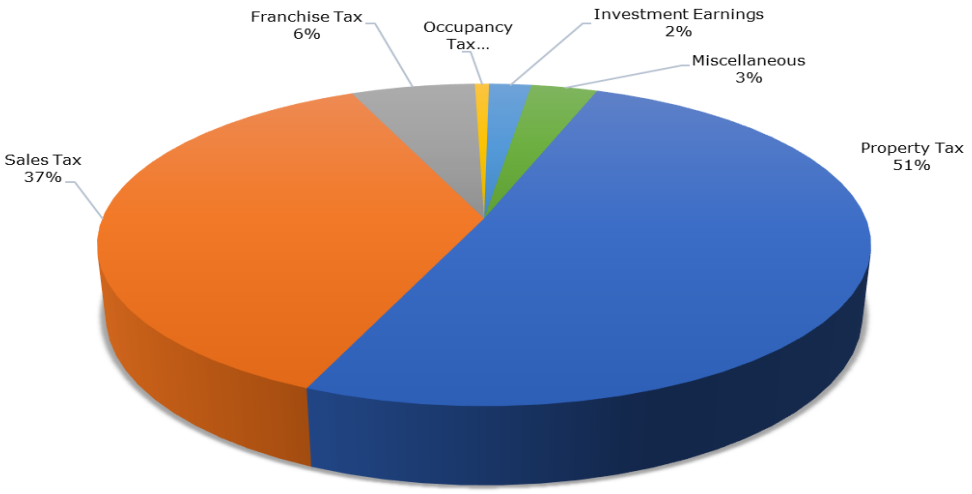
TOTAL REVENUES – GOVERNMENT-WIDE



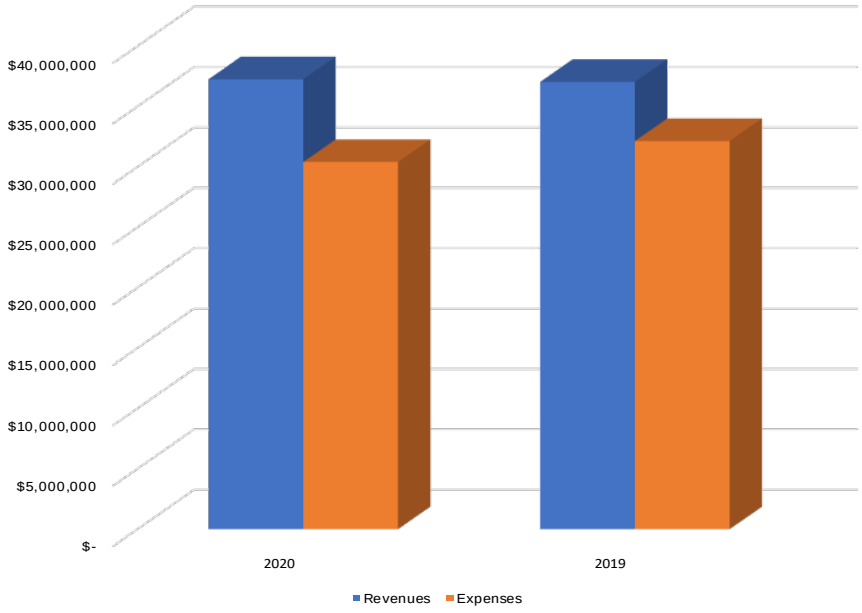
TOTAL EXPENSES – GOVERNMENT-WIDE



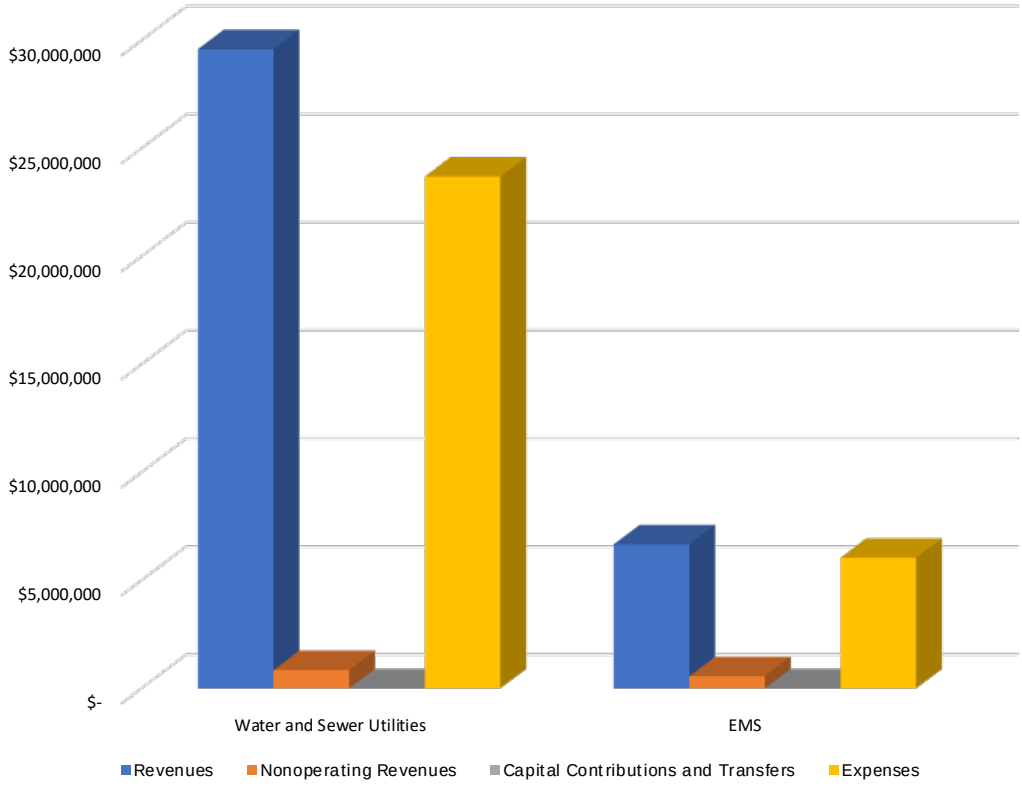
GENERAL REVENUE BY SOURCE – GOVERNMENTAL ACTIVITIES



TOTAL REVENUES AND EXPENSES – BUSINESS-TYPE ACTIVITIES



BUSINESS-TYPE REVENUES AND EXPENSES



Financial Analysis of the Government's Funds

As noted earlier, the City of Schertz uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of $50,993,654. Of this total amount, $10,126,057 constitutes unassigned fund balance, which is available for spending at the government's discretion. The remainder of fund balance is non-spendable, restricted, or assigned to indicate that it is not available for new spending because it has already been committed to pay debt service, for capital improvement projects, and other assigned purposes.

The general fund is the chief operating fund of the City of Schertz. At the end of the current fiscal year, unassigned fund balance of the general fund was $10,126,057, while total fund balance was $14,897,460, a decrease of $2,568,208 from the prior year. Overall, the decrease was caused by a large budgeted transfer out for capital projects, but the fund also experienced increases in property and sales tax revenues in spite of the COVID-19 pandemic. As a measure of the general fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 35.51% of total general fund expenditures, not including capital outlay.

The debt service fund has a total fund balance of $785,919, all of which is restricted for the payment of debt service. The net decrease in fund balance during the current year in the debt service fund was $216,307. This decrease was due to regular principal and interest payments on long-term debt exceeding interest and sinking property tax revenue during the year. Over time, however, the debt service fund has sufficient cash and equivalents on hand to remain liquid.

The capital projects fund has a total fund balance of $10,137,558, a decrease of $3,050,113. This decrease was caused by the expenditure of accumulated funds for planned capital projects, which were supplemented by amounts transferred from the general and Economic Development Corporation funds.

The Economic Development Fund presents the activities of the Schertz Economic Development Corporation (the "EDC"), which promotes economic development activities using a portion of the City's sales tax revenue. At year end, the EDC fund reported an ending fund balance of $21,018,626, which is a decrease of $758,630 compared to the prior year. The primary cause of this change was a planned use of fund balance that was less than the $3 million budgeted.

Proprietary funds. The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. Unrestricted net position of the water and sewer fund at the end of the year amounted to $29,368,969 and those for the Schertz EMS fund amounted to $1,201,748, which are 124% and 20% of fund operating costs, respectively.

General Fund Budgetary Highlights

The General Fund expenditures were $2,129,055 less than the $31,816,758 budget. This was the result of cost savings across most of the General Fund due to decreased demand for services. Generally, activities citywide decreased because of the COVID-19 pandemic beginning in March 2020. Revenues were $592,075 more than budgeted, primarily due to increased property and sales tax revenues over the budgeted amount. Overall, ending fund balance in the general fund was $2,326,686 higher than budgeted.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital assets. The City's investment in capital assets for its governmental and business-type activities as of September 30, 2020, amounts to $236,723,755 (net of accumulated depreciation). Developers contributed $823,504 in infrastructure during the year. The City also has several projects in progress from voter approved bonds.

	Governmental Activities		Business-Type Activities		Total	
	2020	2019	2020	2019	2020	2019
Land	$ 8,074,199	$ 8,073,199	$ 1,844,488	$ 1,696,942	$ 9,918,687	$ 9,770,141
Water rights	-	-	70,245	70,245	70,245	70,245
Buildings and improvements	44,447,749	46,367,441	3,635,532	5,489,184	48,083,281	51,856,625
Machinery, equipment, and vehicles	14,552,416	12,958,097	5,976,040	6,007,550	20,528,456	18,965,647
Infrastructure	119,945,442	117,414,346	100,588,293	100,295,885	220,533,735	217,710,231
Construction in progress	24,826,910	21,045,668	17,266,273	9,248,439	42,093,183	30,294,107
Accumulated depreciation	(67,766,786)	(62,058,454)	(36,737,046)	(35,998,689)	(104,503,832)	(98,057,143)
TOTALS	$ 144,079,930	$ 143,800,297	$ 92,643,825	$ 86,809,556	$ 236,723,755	$ 230,609,853

Significant capital asset activity for the year included continued construction on the Corbett Elevated Tank project for $2.5 million, various sewer system improvements amounting to $3.6 million, and an additional $1 million spent on the new Fire Station 3.

Additional information on the City's capital assets can be found in the noes to the basic financial statements.

LONG TERM DEBT

At the end of the current fiscal year, the City of Schertz had total long-term debt outstanding of $79,905,573. The related principal and interest payment for the bonds are backed by an annual ad valorem tax levied against all taxable property within the City. The City of Schertz maintains a "AA+" rating from Standard and Poors.

	Governmental Activities		Business-Type Activities		Total	
	2020	2019	2020	2019	2020	2019
General obligation bonds	$ 44,620,000	$ 48,320,000	$ 3,685,000	$ 4,445,000	$ 48,305,000	$ 52,765,000
Certificates of obligation	15,235,000	16,235,000	11,505,000	12,330,000	26,740,000	28,565,000
Tax notes and leases	362,134	555,699	282,468	659,421	644,602	1,215,120
Premium on bonds	2,170,381	2,338,297	828,781	871,608	2,999,162	3,209,905
Compensated absences	967,540	1,226,399	249,269	336,139	1,216,809	1,562,538
TOTALS	$ 63,355,055	$ 68,675,395	$ 16,550,518	$ 18,642,168	$ 79,905,573	$ 87,317,563

Total debt decreased compared to the prior year due to continued payment on existing debt without any additional issuances. Additional information on the City's long-term debt can be found in the notes to the basic financial statements.

Economic Factors and Next Year's Budgets and Rates

At the end of the last fiscal year, the assigned and unassigned fund balance in the general fund increased to $14.2 million. The City of Schertz has appropriated $1.1 million of this amount for spending in the 2021 fiscal year budget in accordance to the City's fund balance policy. The approved tax rate decreased from $0.5146 to $0.5087 per $100 of valuation.

The City also considered the effects of the ongoing COVID-19 pandemic. Although the pandemic has resulted in an economic downturn and presents significant future uncertainty, the City's property tax revenues were not significantly affected, as those tax revenues were due in January before the pandemic began. Each year the City updates its five-year budgeting forecast and has implemented a long-term debt model to assist management in making informed financial decisions that will impact the community now and in the future.

Requests for Information

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Office of the Finance Director, City of Schertz, 1400 Schertz Parkway, Schertz, Texas 78154.

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BASIC
FINANCIAL STATEMENTS

CITY OF SCHERTZ, TEXAS

STATEMENT OF NET POSITION

SEPTEMBER 30, 2020

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
ASSETS			
Current assets:			
Cash and cash equivalents	$ 48,999,891	$ 13,084,856	$ 62,084,747
Investments	4,677,758	1,139,981	5,817,739
Receivables, net of allowances:			
Taxes	3,332,944	-	3,332,944
Accounts and other	3,420,493	6,538,364	9,958,857
Service concession arrangement receivable	90,909	-	90,909
Accrued interest	-	6,324	6,324
Inventories	99,871	236,682	336,553
Prepaids	14,916	2,311	17,227
Internal balances	(16,139)	16,139	-
Total Current Assets	60,620,643	21,024,657	81,645,300
Noncurrent assets:			
Restricted assets:			
Cash and cash equivalents	867,708	17,504,886	18,372,594
Investments	-	1,831,586	1,831,586
Service concession arrangement receivable	711,246	-	711,246
Investment in joint venture	-	14,303,038	14,303,038
Capital assets:			
Land	8,074,199	1,844,488	9,918,687
Water rights	-	70,245	70,245
Buildings and improvements	44,447,749	3,635,532	48,083,281
Equipment and vehicles	14,552,416	5,976,040	20,528,456
Infrastructure	119,945,442	100,588,293	220,533,735
Construction in progress	24,826,910	17,266,273	42,093,183
Accumulated depreciation	(67,766,786)	(36,737,046)	(104,503,832)
Total Noncurrent Assets	145,658,884	126,283,335	271,942,219
Total Assets	206,279,527	147,307,992	353,587,519
DEFERRED OUTFLOWS OF RESOURCES			
Deferred loss on debt refunding	591,766	40,743	632,509
Deferred OPEB related outflows	464,967	133,129	598,096
Deferred pension related outflows	2,210,807	632,390	2,843,197
Total Deferred Outflows of Resources	3,267,540	806,262	4,073,802
LIABILITIES			
Current liabilities:			
Accounts payable	5,446,713	3,491,409	8,938,122
Accrued liabilities	1,209,493	321,460	1,530,953
Retainage payable	111,135	332,514	443,649
Due to other governments	123,911	-	123,911
Unearned revenue	39,159	444,762	483,921
Accrued interest payable	328,322	95,042	423,364
Customer deposits	7,040	560,191	567,231
Total Current Liabilities	7,265,773	5,245,378	12,511,151

The accompanying notes are an integral part of these financial statements.

CITY OF SCHERTZ, TEXAS

STATEMENT OF NET POSITION

SEPTEMBER 30, 2020

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
LIABILITIES (continued)			
Noncurrent liabilities:			
Current Portion:			
Compensated absences	$ 193,508	$ 56,048	$ 249,556
Total OPEB liability	49,258	14,087	63,345
Service concession arrangement	55,241	-	55,241
Long-term debt	4,963,565	1,856,953	6,820,518
Long-term liabilities:			
Compensated absences	774,032	224,190	998,222
Total OPEB liability	2,263,331	647,333	2,910,664
Net pension liability	12,108,954	3,463,260	15,572,214
Service concession arrangement	432,191	-	432,191
Long-term debt	57,423,950	14,444,296	71,868,246
Total Non Current liabilities	78,264,030	20,706,167	98,970,197
Total Liabilities	85,529,803	25,951,545	111,481,348
DEFERRED INFLOWS OF RESOURCES			
Deferred service concession arrangement	314,723	-	314,723
Deferred OPEB related inflows	390,190	111,750	501,940
Deferred pension related inflows	1,531,010	439,324	1,970,334
Total Deferred Inflows of Resources	2,235,923	551,074	2,786,997
NET POSITION			
Net investment in capital assets	88,959,102	75,969,319	164,928,421
Restricted for:			
Police and municipal court	2,008,135	-	2,008,135
PEG capital fees	807,140	-	807,140
Tourism development	2,116,464	-	2,116,464
Economic development	21,018,626	-	21,018,626
Parks and tree mitigation	755,464	-	755,464
Debt service	906,735	-	906,735
Scholarships and other purposes	1,051,874	-	1,051,874
Construction	-	15,071,599	15,071,599
Unrestricted	4,157,801	30,570,717	34,728,518
Total Net Position	$ 121,781,341	$ 121,611,635	$ 243,392,976

The accompanying notes are an integral part of these financial statements.

CITY OF SCHERTZ, TEXAS

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2020

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary government:				
Governmental activities:				
General government	$ 10,310,363	$ 836,246	$ -	$ -
Public safety	16,575,191	3,276,129	2,100,164	-
Public environment	8,825,099	850,201	-	531,096
Parks and recreation	3,012,134	331,174	-	-
Cultural	1,089,564	299,944	13,509	-
Health	596,288	26,304	-	-
Administration	3,419,407	-	-	-
Interest	2,028,065	-	-	-
Total Governmental Activities	45,856,111	5,619,998	2,113,673	531,096
Business-type activities:				
Water and sewer	24,349,219	29,709,279	-	292,408
EMS	6,051,296	6,114,891	-	-
Total Business-Type Activities	30,400,515	35,824,170	-	292,408
Total Primary Government	$ 76,256,626	$ 41,444,168	$ 2,113,673	$ 823,504

General revenues:	
Taxes:	
Ad valorem	
Sales	
Franchise fees	
Hotel/motel	
Mixed drink	
Investment earnings	
Miscellaneous	
Total General Revenues	
Change in Net Position	
Net Position - Beginning	
Net Position - Ending	

The accompanying notes are an integral part of these financial statements.

Net (Expense) Revenue and Changes in Net Position		
Primary Government		
Governmental Activities	Business-Type Activities	Total
$(9,474,117)	$ -	$(9,474,117)
(11,198,898)	-	(11,198,898)
(7,443,802)	-	(7,443,802)
(2,680,960)	-	(2,680,960)
(776,111)	-	(776,111)
(569,984)	-	(569,984)
(3,419,407)	-	(3,419,407)
(2,028,065)	-	(2,028,065)
(37,591,344)	-	(37,591,344)
-	5,652,468	5,652,468
-	63,595	63,595
-	5,716,063	5,716,063
(37,591,344)	5,716,063	(31,875,281)
19,844,912	-	19,844,912
14,432,152	-	14,432,152
2,305,225	-	2,305,225
268,946	-	268,946
70,139	-	70,139
804,674	431,555	1,236,229
767,799	706,296	1,474,095
38,493,847	1,137,851	39,631,698
902,503	6,853,914	7,756,417
120,878,838	114,757,721	235,636,559
$ 121,781,341	$ 121,611,635	$ 243,392,976

CITY OF SCHERTZ, TEXAS

BALANCE SHEET
GOVERNMENTAL FUNDS

SEPTEMBER 30, 2020

	General Fund	Capital Projects Fund	Debt Service Fund
ASSETS			
Cash and cash equivalents	$ 11,379,721	$ 10,677,080	$ 785,919
Investments	2,507,998	-	-
Receivables (net of allowances)			
Taxes	2,393,311	-	120,816
Accounts and other	3,381,019	-	-
Inventory	99,871	-	-
Prepaid items	14,916	-	-
Restricted assets:			
Cash and cash equivalents	867,708	-	-
Total Assets	20,644,544	10,677,080	906,735
LIABILITIES			
Accounts payable	1,005,821	428,387	-
Accrued salaries and benefits	1,209,493	-	-
Retainage payable	-	111,135	-
Customer deposits	7,040	-	-
Due to other governments	123,911	-	-
Due to other funds	16,139	-	-
Unearned revenues	39,159	-	-
Total Liabilities	2,401,563	539,522	-
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenues	3,345,521	-	120,816
Total Deferred Inflows of Resources	3,345,521	-	120,816
FUND BALANCES			
Nonspendable for:			
Inventory	99,871	-	-
Prepaid items	14,916	-	-
Restricted for:			
Police and public safety/municipal court	226,092	-	-
Municipal court	823,452	-	-
PEG capital fees	807,140	-	-
Capital improvement	-	6,065,616	-
Debt service	-	-	785,919
Tourism development	-	-	-
Parks and tree mitigation	-	-	-
Historical Committee and library	-	-	-
Economic development	-	-	-
Animal control	33,408	-	-
Veterans	2,109	-	-
Scholarships	104,156	-	-
Committed for:			
Capital Projects	-	4,071,942	-
Civic Center/CIED	687,780	-	-
Assigned for:			
Property replacement	891,319	-	-
Subsequent year's budget	1,081,160	-	-
Unassigned	10,126,057	-	-
Total Fund Balances	14,897,460	10,137,558	785,919
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 20,644,544	$ 10,677,080	$ 906,735

The accompanying notes are an integral part of these financial statements.

Economic Development Corporation	Nonmajor Governmental Funds	Total Governmental Funds
$ 22,032,946	$ 4,124,225	$ 48,999,891
2,169,760	-	4,677,758
818,817	-	3,332,944
7,949	31,525	3,420,493
-	-	99,871
-	-	14,916
-	-	867,708
25,029,472	4,155,750	61,413,581
4,010,846	1,659	5,446,713
-	-	1,209,493
-	-	111,135
-	-	7,040
-	-	123,911
-	-	16,139
-	-	39,159
4,010,846	1,659	6,953,590
-	-	3,466,337
-	-	3,466,337
-	-	99,871
-	-	14,916
-	255,787	481,879
-	-	823,452
-	-	807,140
-	937,627	7,003,243
-	-	785,919
-	2,116,464	2,116,464
-	755,464	755,464
-	88,749	88,749
21,018,626	-	21,018,626
-	-	33,408
-	-	2,109
-	-	104,156
-	-	4,071,942
-	-	687,780
-	-	891,319
-	-	1,081,160
-	-	10,126,057
21,018,626	4,154,091	50,993,654
$ 25,029,472	$ 4,155,750	$ 61,413,581

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CITY OF SCHERTZ, TEXAS

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION

SEPTEMBER 30, 2020

Total Fund Balances - Governmental Funds	$	50,993,654
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not current financial resources and, therefore, are not reported in the governmental funds balance sheet.		144,079,930
Bonds payable and accrued compensated absences will not be liquidated with current financial resources and, therefore, have not been included in the fund financial statements.	(	61,184,674)
Interest payable on long-term debt is accrued in the government-wide financial statements, whereas in the fund financial statements, interest expenditures are reported when due.	(	328,322)
Premiums on bond issuances and deferred losses on bond refunding are recorded as other financing sources and uses when paid in the fund financial statements but are capitalized and amortized in the government-wide financial statements over the life of the bonds.		
Premiums	(	2,170,381)
Deferred loss		591,766
Receivables from grants, property taxes and fines and fees are not available soon enough to pay for the current period's expenditures and are, therefore, deferred in the fund financial statements.		3,466,337
Included in the items related to debt is the recognition of the City's net pension liability, total OPEB liability, and related deferred outflows and inflows of resources.		
Net pension liability	(	12,108,954)
Deferred outflows related to pensions		2,210,807
Deferred inflows related to pensions	(	1,531,010)
Total OPEB liability	(	2,312,589)
Deferred outflows related to OPEB		464,967
Deferred inflows related to OPEB	(	390,190)
Net Position of Governmental Activities	$	121,781,341

The accompanying notes are an integral part
of these financial statements.

CITY OF SCHERTZ, TEXAS

STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

	General Fund	Capital Projects Fund	Debt Service Fund
REVENUES			
Taxes	$ 25,000,163	$ -	$ 6,714,516
Permits and fees	1,750,837	-	-
Service fees	1,724,150	-	-
Fines and fees	833,148	-	-
Intergovernmental	951,604	-	-
Investment earnings	300,369	154,977	19,900
Miscellaneous	559,393	132,901	75,000
Total Revenues	31,119,664	287,878	6,809,416
EXPENDITURES			
Current:			
General government	5,381,790	-	-
Public safety	15,324,530	-	-
Public environment	1,270,894	-	-
Parks and recreation	2,067,649	-	-
Cultural	1,034,435	-	-
Health	589,616	-	-
Administration	2,799,004	-	-
Capital outlay	1,175,241	7,837,991	-
Debt service:			
Principal	44,544	-	4,885,000
Interest and fiscal charges	-	-	2,136,523
Bond issue costs	-	-	4,200
Total Expenditures	29,687,703	7,837,991	7,025,723
Excess (Deficiency) of Revenues Over Expenditures	1,431,961	(7,550,113)	(216,307)
OTHER FINANCING SOURCES (USES)			
Transfers in	-	4,500,000	-
Transfers out	(4,000,169)	-	-
Total Other Financing Sources (Uses)	(4,000,169)	4,500,000	-
NET CHANGE IN FUND BALANCE	(2,568,208)	(3,050,113)	(216,307)
FUND BALANCES - BEGINNING	17,465,668	13,187,671	1,002,226
FUND BALANCES - ENDING	$ 14,897,460	$ 10,137,558	$ 785,919

The accompanying notes are an integral part of these financial statements.

Economic Development Corporation	Nonmajor Governmental Funds	Total Governmental Funds
$ 4,819,288	$ 268,946	$ 36,802,913
-	56,427	1,807,264
-	859,448	2,583,598
-	47,509	880,657
-	-	951,604
288,740	40,688	804,674
-	505	767,799
5,108,028	1,273,523	44,598,509
4,886,456	96,123	10,364,369
-	42,063	15,366,593
-	-	1,270,894
-	34,434	2,102,083
-	10,456	1,044,891
-	-	589,616
480,202	74,428	3,353,634
-	263,654	9,276,886
-	-	4,929,544
-	-	2,136,523
-	-	4,200
5,366,658	521,158	50,439,233
(258,630)	752,365	(5,840,724)
-	169	4,500,169
(500,000)	-	(4,500,169)
(500,000)	169	-
(758,630)	752,534	(5,840,724)
21,777,256	3,401,557	56,834,378
$ 21,018,626	$ 4,154,091	$ 50,993,654

CITY OF SCHERTZ, TEXAS

RECONCILIATION OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2020

Net Changes in Fund Balances - Governmental Funds	$(5,840,724)
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures. However, in the governmental activities statement of activities, that cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.	
Capital outlay	6,893,784
Depreciation expense	(6,612,811)
The net effect of miscellaneous transactions involving capital assets (i.e., sales, trade-ins, or donations) is to decrease net position.	(1,340)
Revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the funds.	
Grants	1,526,256
Property taxes	(15,708)
Court fines	118,461
The issuance of long-term debt (e.g. bonds) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas the amounts are deferred and amortized in the Statement of Activities.	
Repayment of principal of long-term debt	5,061,481
Amortization of:	
Loss on refunding	(80,729)
Current year changes in certain long-term liabilities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	
Compensated Absences	258,859
Net pension liability	(263,110)
Total OPEB liability	(167,387)
Interest payable on long-term debt is accrued in the government-wide financial statements, whereas in the fund financial statements, interest expenditures are reported when due.	25,471
Change in Net Position of Governmental Activities	$ 902,503

The accompanying notes are an integral part
of these financial statements.

CITY OF SCHERTZ, TEXAS

STATEMENT OF NET POSITION
PROPRIETARY FUNDS

SEPTEMBER 30, 2020

	Business-Type Activities Enterprise Funds			Governmental Activities
	Water and Sewer System	Schertz EMS	Total Enterprise Fund	Internal Service Fund
ASSETS				
Current assets:				
Cash and cash equivalents	$ 11,686,996	$ 1,397,860	$ 13,084,856	$ -
Investments	1,139,981	-	1,139,981	-
Accounts receivable, net of allowance:				-
Customer accounts	4,052,754	2,485,610	6,538,364	-
Due from other funds	-	16,139	16,139	-
Accrued interest	6,324	-	6,324	-
Inventory	112,717	123,965	236,682	-
Prepaids	-	2,311	2,311	-
Total Current Assets	16,998,772	4,025,885	21,024,657	-
Noncurrent assets:				
Restricted assets:				
Cash and cash equivalents	17,504,886	-	17,504,886	-
Investments	1,831,586	-	1,831,586	-
Investment in joint ventures	14,303,038	-	14,303,038	-
Capital assets:				
Land	1,844,488	-	1,844,488	-
Water rights	70,245	-	70,245	-
Buildings and improvements	3,635,532	-	3,635,532	-
Machinery, equipment, and vehicles	3,231,083	2,744,957	5,976,040	-
Infrastructure	100,588,293	-	100,588,293	-
Construction in progress	17,266,273	-	17,266,273	-
Less: accumulated depreciation	(34,684,251)	(2,052,795)	(36,737,046)	-
Total Noncurrent Assets	125,591,173	692,162	126,283,335	-
Total Assets	142,589,945	4,718,047	147,307,992	-
DEFERRED OUTFLOWS OF RESOURCES				
Deferred loss on refunding	40,743	-	40,743	-
Deferred OPEB related outflows	76,987	56,142	133,129	-
Deferred pension related outflows	235,622	396,768	632,390	-
Total Deferred Outflows of Resources	353,352	452,910	806,262	-

The accompanying notes are an integral part of these financial statements.

CITY OF SCHERTZ, TEXAS

STATEMENT OF NET POSITION
PROPRIETARY FUNDS

SEPTEMBER 30, 2020

	Business-Type Activities Enterprise Funds			Governmental Activities
	Water and Sewer System	Schertz EMS	Total Enterprise Fund	Internal Service Fund
LIABILITIES				
Current liabilities:				
Accounts payable	$ 3,415,313	$ 76,096	$ 3,491,409	$ -
Accrued liabilities	110,467	210,993	321,460	-
Retainage payable	332,514	-	332,514	-
Customer deposits	560,191	-	560,191	-
Accrued interest	92,897	2,145	95,042	-
Unearned revenue	444,738	24	444,762	-
Current portion of long-term liabilities:				
Compensated absences	25,206	30,842	56,048	-
Total OPEB liability	5,289	8,798	14,087	
Long-term debt	1,680,000	176,953	1,856,953	-
Total Current Liabilities	6,666,615	505,851	7,172,466	-
Noncurrent liabilities:				
Compensated absences	100,823	123,367	224,190	-
Total OPEB liability	347,542	299,791	647,333	-
Net pension liability	1,300,280	2,162,980	3,463,260	-
Long-term debt	14,256,021	188,275	14,444,296	-
Total Noncurrent Liabilities	16,004,666	2,774,413	18,779,079	-
Total Liabilities	22,671,281	3,280,264	25,951,545	-
DEFERRED INFLOWS OF RESOURCES				
Deferred OPEB related inflows	55,943	55,807	111,750	-
Deferred pension related inflows	133,120	306,204	439,324	-
Total Deferred Outflows of Resources	189,063	362,011	551,074	-
NET POSITION				
Net investment in capital assets	75,642,385	326,934	75,969,319	-
Restricted for construction	15,071,599	-	15,071,599	-
Unrestricted	29,368,969	1,201,748	30,570,717	-
Total Net Position	$ 120,082,953	$ 1,528,682	$ 121,611,635	$ -

The accompanying notes are an integral part of these financial statements.

CITY OF SCHERTZ, TEXAS

STATEMENT OF REVENUES, EXPENSES AND
CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Business-Type Activities Enterprise Funds			Governmental Activities
	Water and Sewer System	Schertz EMS	Total Enterprise Funds	Internal Service Fund
OPERATING REVENUES				
Fees charged to users	$ 29,354,240	$ 6,114,891	$ 35,469,131	$ -
Charges for premiums	-	-	-	3,367,441
Other charges	82,921	-	82,921	-
Miscellaneous	154,344	551,952	706,296	-
Total Operating Revenues	29,591,505	6,666,843	36,258,348	3,367,441
OPERATING EXPENSES				
Personnel services	2,544,981	4,106,827	6,651,808	3,367,441
General and administrative	2,944,215	564,911	3,509,126	-
Contractual services	14,809,760	674,540	15,484,300	-
Supplies and maintenance	892,011	371,259	1,263,270	-
Depreciation	2,504,881	329,218	2,834,099	-
Total Operating Costs	23,695,848	6,046,755	29,742,603	3,367,441
Operating Income (Loss)	5,895,657	620,088	6,515,745	-
NON-OPERATING REVENUES (EXPENSES)				
Investment revenue	420,916	10,639	431,555	-
Lease revenue	272,118	-	272,118	-
Interest expense	(653,371)	(4,541)	(657,912)	-
Total Non-Operating Revenues (Expenses)	39,663	6,098	45,761	-
Income before contributions	5,935,320	626,186	6,561,506	-
Capital contributions	292,408	-	292,408	-
CHANGE IN NET POSITION	6,227,728	626,186	6,853,914	-
NET POSITION - BEGINNING	113,855,225	902,496	114,757,721	-
NET POSITION - END OF YEAR	$ 120,082,953	$ 1,528,682	$ 121,611,635	$ -

The accompanying notes are an integral part
of these financial statements.

CITY OF SCHERTZ, TEXAS

STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Business-Type Activities Enterprise Funds			Governmental Activities
	Water and Sewer System	Schertz EMS	Total Enterprise	Internal Service Fund
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash received from customers and users	$ 29,475,501	$ 7,028,440	$ 36,503,941	$ -
Cash received from interfund services	-	-	-	3,367,441
Cash paid to employees for services	(2,256,072)	(4,301,834)	(6,557,906)	(3,367,441)
Cash paid to suppliers for goods and services	(21,121,676)	(1,624,259)	(22,745,935)	-
Net Cash Provided By operating Activities	6,097,753	1,102,347	7,200,100	-
CASH FLOWS FROM CAPITAL & RELATED FINANCING ACTIVITIES				
Acquisition and construction of capital assets	(8,300,305)	(84,138)	(8,384,443)	-
Interest paid on long-term debt	(394,102)	5,879	(388,223)	-
Principal paid on long-term debt	(1,895,000)	(360,133)	(2,255,133)	-
Net Cash Used in Capital and Related Financing Activities	(10,589,407)	(438,392)	(11,027,799)	-
CASH FLOWS FROM INVESTING ACTIVITIES				
Sale (purchase) of investments	27,577,692	616,919	28,194,611	-
Payments from leases	272,118	-	272,118	-
Interest and investment earnings	420,916	10,639	431,555	-
Net Cash Provided By (Used in) Investing Activities	28,270,726	627,558	28,898,284	-
Net (Decrease) Increase in Cash and Cash Equivalents	23,779,072	1,291,513	25,070,585	-
Cash and cash equivalents at beginning of year:				
Cash and cash equivalents	1,955,132	106,347	2,061,479	-
Restricted cash and cash equivalents	3,457,678	-	3,457,678	-
	5,412,810	106,347	5,519,157	-
Cash and cash equivalents at end of year				
Cash and cash equivalents	11,686,996	1,397,860	13,084,856	-
Restricted cash and cash equivalents	17,504,886	-	17,504,886	-
	$ 29,191,882	$ 1,397,860	$ 30,589,742	$ -

The accompanying notes are an integral part of these financial statements.

CITY OF SCHERTZ, TEXAS

STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Business-Type Activities Enterprise Funds			Governmental Activities
	Water and Sewer System	Schertz EMS	Total Enterprise	Internal Service Fund
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY OPERATING ACTIVITIES				
Operating income (loss)	$ 5,895,657	$ 620,088	$ 6,515,745	$ -
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:				
Depreciation	2,504,881	329,218	2,834,099	-
Change in investment in joint venture	(2,886,268)	-	(2,886,268)	-
Decrease (increase) in accounts receivable	(57,065)	362,724	305,659	-
Decrease (increase) in inventory	(27,702)	(62,059)	(89,761)	-
Decrease (increase) in prepaids	-	(2,311)	(2,311)	-
Increase (decrease) in deferred pension outflows	166,030	392,631	558,661	-
Increase (decrease) in deferred OPEB outflows	(57,969)	(18,764)	(76,733)	-
Increase (decrease) in accounts payable	438,280	50,821	489,101	-
Increase (decrease) in accrued liabilities	31,875	-	31,875	-
Increase (decrease) in customer deposits	(72,589)	(1,135)	(73,724)	-
Increase (decrease) in unearned revenue	13,650	8	13,658	-
Increase (decrease) in compensated absences	6,329	(62,230)	(55,901)	-
Increase (decrease) in net pension liability	(178,259)	(742,911)	(921,170)	-
Increase (decrease) in deferred OPEB inflows	46,950	38,133	85,083	-
Increase (decrease) in deferred pension inflows	131,184	302,398	433,582	-
Increase (decrease) in total OPEB liability	142,769	(104,264)	38,505	-
Net cash provided by operating activities	$ 6,097,753	$ 1,102,347	$ 7,200,100	$ -
SCHEDULE OF NON-CASH CAPITAL ACTIVITIES				
Developer contributions of capital assets	292,408	-	292,408	-

The accompanying notes are an integral part of these financial statements.

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of Schertz is a municipal corporation governed by an elected mayor and five-member council. The financial statements of the City have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The more significant of the City's accounting policies are described below:

A. Reporting Entity

Component Units - As required by generally accepted accounting principles, these financial statements present the government and its component units, entities for which the government is considered to be financially accountable. Blended component units, although legally separate entities, are, in substance, part of the government's operations; thus, data from these units are be combined with data of the primary government. Discretely presented component units, on the other hand, are reported in a separate column in the government-wide financial statements to emphasize it is legally separate from the government. The City reports the following component unit:

Schertz Economic Development Corporation - The Corporation was organized for the purpose of promoting economic development in order to eliminate unemployment and underemployment and to promote and encourage employment and public welfare of, for, and on behalf of the City. The board of directors consists of seven (7) members appointed by the city council. The City is financially accountable for the Corporation because the city council approves the Corporation's budget and appoints all board members. For financial reporting purposes, the SEDC is reported as a blended component unit due to the City having operational responsibility for the component unit, and that any debt issued by SEDC would be expected to be paid using City resources. Thus, SEDC is presented as a special revenue fund within the City's financial statements. Complete financial statements for the Schertz Economic Development Corporation may be obtained from City Hall.

Joint Ventures - A joint venture is a legally separate entity that results from a contractual arrangement and that is owned, operated, or governed by two or more participating governments. The following entities meet the criteria as joint ventures. Separate financial statements for these entities may be obtained at City Hall.

Schertz/Seguin Local Government Corporation - is a public, nonprofit corporation organized to aid, assist, and act on behalf of the cities of Schertz and Seguin in acquiring, constructing, maintaining, and operating a water utility system. The participating governments have an ongoing financial responsibility to fund the operation of the corporation through either purchase of services or by subsidizing the operations.

Cibolo Valley Local Government Corporation - is a public, nonprofit corporation organized July 28, 2011 to aid, assist, and act on behalf of the cities of Cibolo, Converse and Schertz in acquiring, constructing, maintaining, and operating a water utility system. The participating governments have an ongoing financial responsibility to fund the operation of the corporation through either purchase of services or by subsidizing the operations.

B. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges of customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Nonexchange revenues that are measurable but not available are recorded as unavailable revenue (a deferred inflow of resources). These revenues are generally property taxes and warrants outstanding. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Exchange revenues (payments for services) received in advance of the service being provided are recorded as unearned revenue.

The City reports the following major governmental funds:

The General Fund is the City's primary operating fund which accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The Capital Projects Fund accounts for the acquisition and construction of major capital facilities financed from bond proceeds, grants, and transfers from other funds.

The Debt Service Fund accounts for the resources accumulated and payments made for principal and interest on long-term general obligation debt of governmental funds.

Economic Development Corporation collects sales taxes to support business development and expansion within the City.

The City reports the following major enterprise funds:

The Water and Sewer System Fund accounts for the water and sewer services provided to the citizens through user charges.

The EMS Fund accounts for the emergency medical services provided to the citizens of the City and other participating governments through user charges.

Additionally, the City reports the following fund types:

Internal Service Fund accounts for the City’s group medical insurance program.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this are charges between the City's general government function and various other functions of the City. Eliminations of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as program revenues include 1) charges to customers or applications for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions. General revenues include all taxes and investment earnings.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the water and sewer enterprise fund and the EMS enterprise fund are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

D. Cash and Cash Equivalents

The City's cash and cash equivalents are considered to be cash on hand and demand deposits. Cash is reported as restricted when it has restrictions on its use narrower than the purpose of the fund in which it is reported. This can result in differences in presentation between fund statements and government-wide statements.

For purposes of the statement of cash flows, the City considers cash and other investments with maturities of three months or less from the date of purchase to be cash and cash equivalents.

E. Investments

The City is authorized to invest in (1) obligations of the United States or its agencies and instrumentalities; (2) direct obligations of the State of Texas or its agencies; (3) other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the State of Texas of the United States; (4) obligations of states, agencies, counties, cities, and other political subdivisions of any state having been rated of not less than "AA" or its equivalent; (5) certificates of deposit issued by state and national banks domiciled in Texas that are guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or its successor, or secured by obligations mentioned above; and (6) fully collateralized direct repurchase agreements having a defined termination date. In addition, the City is authorized to invest in local government investment pools. The investment pools operate in accordance with appropriate state laws and regulations and have regulatory oversight from the Texas Public Funds Investment Act Sec. 2256.0016.

Investments for the City are reported at fair value, except for the position in investment pools, which are reported at net asset value per share (which approximates fair value) even though it is calculated using the amortized cost method.

The City categorized its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset’s fair value: Level 1 inputs are quotes prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

F. Receivables and Payables

Activities between the funds that are representative of inter-fund loans outstanding at the end of the fiscal year are referred to as due to/from other funds. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances".

Accounts receivable are reported net of allowances for uncollectible accounts. The allowance account represents management's estimate of uncollectible accounts based upon experience and historical trends.

Property taxes for the City are levied each October 1 on the taxable value as of the preceding January 1, the date a lien attaches, for all taxable real and personal property located in the City. Taxes are due by January 31 following the October 1 assessment date and become delinquent on February 1, at which time they begin accruing penalty and interest. The enforceable legal claim date for property taxes is the assessment date; therefore, the City did not record a receivable for accrual of future taxes at year end. Accordingly, no current taxes receivable are reported. Delinquent taxes have been reported in the financial statements net of the allowance for uncollectible taxes. Tax revenues are recognized as they become available. Accordingly, an amount equal to taxes not yet available has been reported as unavailable revenue (a deferred inflow of resources) at the government fund level.

G. Inventories and Prepaid Items

All inventories are valued at cost using the first-in/first-out (FIFO) method. Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both governmental-wide and fund financial statements and in the fund financial statements are offset by a nonspendable fund balance which indicates they do not represent "available spendable resources".

H. Restricted Assets

Certain proceeds from bonds, resources set aside for their repayment, and other restrictive agreements are classified as restricted assets on the balance sheet because they are maintained in separate bank accounts and their use is limited by applicable bond covenants and/or contractual arrangements.

I. Capital Assets

Capital assets, which include land, buildings and improvements, machinery, equipment, vehicles, and infrastructure assets (i.e., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of more than $5,000 and an estimated useful life in excess of one year. When capital assets are purchased, they are capitalized and depreciated in the government-wide financial statements and the proprietary fund statements. Capital assets are recorded as expenditures of the current period in the governmental fund financial statements.

Capital assets are valued at cost where historical records are available and at an estimated cost where no records exist. Donated capital assets, donated works of art and similar items received as part of a service concession arrangement are reported at acquisition value, rather than fair value.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Improvements to capital assets that materially extend the life of the asset or add to the value are capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during construction will not be capitalized in the governmental activities on the government-wide financial statements; however, capitalization of interest is required for business-type activities. There was no capitalized interest during the current fiscal year.

Capital assets are depreciated over their useful lives on a straight-line basis as follows:

Assets	Use Lives (Years)
Buildings and improvements	10 - 50
Machinery, equipment, and vehicles	2 - 20
Infrastructure	15 - 30

J. Deferred Inflows/Outflows of Resources

In addition to assets, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has the following items that qualify for reporting in this category.

- Deferred charges on refunding – A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

- Pension and OPEB contributions after measurement date – These contributions are deferred and recognized in the following fiscal year.

- Difference in expected and actual pension and OPEB experience - This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.

- Changes in actuarial assumptions and other inputs – This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.

In addition to liabilities, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has the following types of items that qualify for reporting in this category.

- Unavailable revenue is reported only in the governmental funds balance sheet. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

- Difference in projected and actual earnings on pension assets – This difference is deferred and amortized over a closed five-year period.

- Difference in expected and actual pension and OPEB experience - This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.

- Changes in actuarial assumptions and other inputs – This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.

K. Compensated Absences

It is the City's policy to permit employees to accumulate earned but unused vacation and compensatory time benefits. There is no liability for unpaid accumulated sick leave since the City does not have a policy to pay any amounts when employees separate from service with the City. All vacation and compensatory time pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements. The general fund, water and sewer fund and the EMS fund are used to liquidate compensated absences.

L. Pensions

The net pension liability, deferred inflows, and outflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Texas Municipal Retirement System (TMRS), and additions to and deductions from TMRS's fiduciary net position have been determined on the same basis as they are reported by TMRS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

M. Other Post-Employment Benefits (OPEB)

Supplemental Death Benefits Fund. For purposes of measuring the total Texas Municipal Retirement System Supplemental Death Benefit Fund (TMRS SDBF) OPEB liability, related deferred outflows and inflows of resources, and expense, City specific information about its total TMRS SDBF liability and additions to/deductions from the City's total TMRS SDBF liability have been determined on the same basis as they are reported by TMRS. The TMRS SDBF expense and deferred (inflows)/outflows of resources related to TMRS SDBF, primarily result from changes in the components of the total TMRS SDBF liability. Most changes in the total TMRS SDBF liability will be included in TMRS SDBF expense in the period of the change. For example, changes in the total TMRS SDBF liability resulting from current-period service cost, interest on the TOL, and changes of benefit terms are required to be included in TMRS SDBF expense immediately. Changes in the total TMRS SDBF liability that have not been included in TMRS SDBF expense are required to be reported as deferred outflows of resources or deferred inflows of resources related to TMRS SDBF.

Retiree Health Insurance. For purposes of measuring the total OPEB liability, OPEB related deferred outflows and inflows of resources, and OPEB expense, benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Contributions are not required but are measured as payments by the City for benefits due and payable that are not reimbursed by plan assets. Information regarding the City's total OPEB liability is obtained from a report prepared by a consulting actuary, Gabriel Roeder Smith & Company.

N. Long-Term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums, discounts, and losses on defeasance are amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount. Losses on defeasance are reported as deferred outflows of resources. Bond issuance costs are expensed as incurred.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

O. Fund Balance

Fund balances in governmental funds are classified as follows:

Nonspendable - Represents amounts that cannot be spent because they are either not in spendable form (such as inventory or prepaid items) or legally required to remain intact.

Restricted - Represents amounts that are constrained by external parties, constitutional provisions or enabling legislation.

Committed - Represents amounts that can only be used for a specific purpose because of a formal action by the government's highest level of decision-making authority: an ordinance adopted by City Council prior to the end of the fiscal year. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken (the adoption of another ordinance) to remove or revise the limitation.

Assigned - Represents amounts which the City intends to use for a specific purpose but do not meet the criteria of restricted or committed. The City Council may make assignments through formal documentation in the minutes. The City Council authorized (by way of policy) the City Manager to also make assignments. The City Manager's assignments do not require formal action; however, the City Manager has not assigned any funds at this time.

Unassigned - Represents the residual balance that may be spent on any other purpose of the City. Only the General Fund reports positive unassigned fund balances; if another fund were to have unassigned fund balance, it would be in the event of a deficit.

When an expenditure is incurred for a purpose in which multiple classifications are available, the City considers restricted balances spent first, committed second, and assigned third.

P. Net Position

Net position represents the difference between assets plus deferred outflows of resources less liabilities and deferred inflows of resources. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets, and adding back unspent proceeds. Net position is reported as restricted when there are limitations imposed by creditors, grantors, or laws or regulations of other governments.

Q. Estimates

The preparation of financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual amounts could differ from those estimates.

R. Budgetary Information

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for all governmental funds except the library grant special revenue fund, police department forfeiture special revenue fund and the capital projects fund, which adopts project-length budgets.

S. Reclassifications

Certain reclassifications have been made in the presentation of the September 30, 2020 financial statements. All comparative information for prior periods has been reclassified to match the new presentation. The changes in presentation had no impact on the changes in net position or fund balance.

II. DETAILED NOTES ON ALL FUNDS AND ACTIVITIES

A. Cash, Cash Equivalents and Investments

As of September 30, 2020, the City had the following cash, cash equivalents and investments:

	Reported Value	Weighted Average Maturity (days)
Investment type:		
LOGIC	$ 16,517,388	52
Lone Star Investment Pool	26,805,191	40
Texas CLASS	28,316,948	56
Certificates of Deposit	4,352,113	111
U.S. Agency Securities	3,297,212	389
Subtotal	79,288,852	
Plus: depository and petty cash	8,822,544	
Total cash and investments	$ 88,111,396	

LOGIC, Lone Star Investment Pool and Texas CLASS are recorded as cash equivalents in the financial statements. All of the pools have redemption notice periods of one day and may redeem daily. The investment pools' authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities markets, general banking moratorium or national state of emergency that affects the pools' liquidity.

Interest Rate Risk. As a means of limiting its exposure to fair value losses arising from rising interest rates, the City's investment policy limits the City's investment portfolio to highly liquid investments to meet unanticipated cash requirements, and/or to redeploy cash into other investments expected to outperform current holdings.

Credit Risk. State law limits investments in certificates of deposit to guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor or the National Credit Union Share Insurance Fund, or its successor and investment pools continuously rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service. The City's investment policy does not further limit its investment choices. As of September 30, 2020, the City's investments in the pooled investment funds were rated AAAm by Standard & Poor's. The City has also invested in debt securities provided by the Federal Home Loan Bank, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Farm Credit Banks, and U.S Treasury Notes. As of September 30, 2020, the City's investments in debt securities were rated BBB+ by Standard & Poor's.

Custodial Credit Risk - Deposits. In the case of deposits, this is the risk that in the event of a bank failure, the government's deposits may not be returned. As of September 30, 2020, the City's cash and cash equivalents (including certificates of deposit, and component unit holdings) were fully collateralized by the City's depository by a combination of pledged collateral and FDIC insurance. All collateral is held in the City's name.

Custodial Credit Risk - Investments. For an investment, this is the risk that, in the event of the failure of the counterparty, the government will not be able to recover the value of its investment or collateral securities that are in the possession of an outside party. All of the government securities owned by the City are held by its agent in the City's name.

Restricted Cash - Cash is restricted in the Proprietary fund for construction projects, impact fees and customer deposits.

B. Property Taxes

Taxes are levied on and payable as of October 1. The City has contracted with the Guadalupe County Tax Assessor-Collector to collect taxes on its behalf. Current taxes become delinquent February 1. Current year delinquent taxes not paid by July 1 are turned over to attorneys for collection action. The total taxable value as of October 1, 2019, upon which the fiscal 2020 levy was based, was $3,794,711,341 (i.e., market value less exemptions). The estimated market value was $5,135,969,482, making the taxable value 73.9% of the estimated market value.

The City is permitted by the Constitution of the State of Texas to levy taxes up to $2.50 per $100 of taxable assessed valuation for all governmental purposes. Pursuant to a decision of the Attorney General of the State of Texas, up to $1.50 per $100 of assessed valuation may be used for the payment of long-term debt. The combined tax rate to finance general governmental services, including the payment of principal and interest on long-term debt for the year ended September 30, 2020, was $0.5087 per $100 of assessed value, which means that the City has a tax margin of $1.9913 for each $100 value and could increase its annual tax levy by approximately $75,564,087 based upon the present assessed valuation before the limit is reached.

However, the City may not adopt a tax rate that exceeds the tax rate calculated in accordance with the Texas Property Tax Code without holding a public hearing. The Property Tax Code subjects an increase in the effective tax rate to a referendum election, if petitioned by registered voters, when the effective tax rate increase is more than eight percent (8%) of the previous year's effective tax rate.

Property taxes are recorded as receivables and unearned revenues at the time the taxes are assessed. In governmental funds, revenues are recognized as the related ad valorem taxes are collected. Additional amounts estimated to be collectible in the time to be a resource for payment of obligations incurred during the fiscal year and therefore susceptible to accrual in accordance with generally accepted accounting principles have been recognized as revenue. In the government-wide financial statements, the entire levy is recognized as revenue, net of estimated uncollectible amounts (if any), at the levy date.

C. Receivables

Receivables as September 30, 2020 for the government's individual major funds and nonmajor funds in the aggregate, including the applicable allowances for uncollectible accounts, are as follows:

	Governmental Activities				Business-type Activities	
	General Fund	Economic Development	Debt Service	Nonmajor Funds	Water and Sewer Fund	Schertz EMS
Receivables:						
Property taxes	$ 256,219	$ -	$ 128,527	$ -	$ -	$ -
Sales tax	1,637,634	818,817	-	-	-	-
Occupancy taxes	-	-	-	31,525	-	-
Franchise taxes	493,400	-	-	-	-	-
Customers	2,236	-	-	-	4,183,673	4,850,568
Court fines	3,878,178	-	-	-	-	-
Grants	1,500,854	-	-	-	-	-
Other	328,344	7,949	-	-	-	112,189
Gross receivables	8,096,865	826,766	128,527	31,525	4,183,673	4,962,757
Less: allowance for uncollectible accounts	(2,322,535)	-	(7,711)	-	(35,029)	(2,477,147)
Net receivables	$ 5,774,330	$ 826,766	$ 120,816	$ 31,525	$ 4,148,644	$ 2,485,610

D. Deferred Inflows and Outflows of Resources

Governmental funds report unavailable revenue in connection with receivables for revenue that is not considered to be available to liquidate liabilities of the current period. At the end of the current fiscal year, the various components of unavailable revenue and unavailable revenue reported in the governmental funds were as follows:

	Unavailable
General Fund	
Grants	$ 1,526,256
Delinquent property taxes receivable	240,847
Court fines	1,578,418
Total General Fund	3,345,521
Debt Service Fund	
Delinquent property taxes receivable	120,816
Total Debt Service Fund	120,816
Total Governmental Funds	$ 3,466,337

Additionally, the proprietary funds and governmental activities statements of net position report various deferred outflows and inflows of resources, primarily due to pensions and OPEB, that are summarized by column. The following table presents the disaggregated amounts.

	Governmental Activities	Business-type Activities Water/ Sewer	EMS	Totals
Deferred outflows:				
Charge on refunding	$ 591,766	$ 40,743	$ -	$ 632,509
Related to pensions	2,210,807	235,622	396,768	2,843,197
Related to OPEB - SDBF	176,022	17,839	32,554	226,415
Related to OPEB - Retiree Health Plan	288,945	28,962	53,774	371,681
Total deferred outflow	$ 3,267,540	$ 323,166	$ 483,096	$ 4,073,802
Deferred inflows:				
Service concession arrangement	$ 314,723	$ -	$ -	314,723
Related to pensions	1,531,010	133,120	306,204	1,970,334
Related to OPEB - SDBF	100,508	10,039	18,741	129,288
Related to OPEB - Retiree Health plan	289,682	28,533	54,437	372,652
Total deferred inflow	$ 2,235,923	$ 171,692	$ 379,382	$ 2,786,997

E. Interfund Balances and Transfers

The composition of interfund balances as of September 30, 2020 is as follows:

Due From	Due To	Amount	Purpose
EMS	General	$ 16,139	Short-term pool cash loan

The following schedule briefly summarizes the City's transfer activity for the year ending September 30, 2020:

Transfer From	Transfer To	Amount	Purpose
General	Nonmajor governmental	$ 169	Suplement funds sources
General	Capital Projects	4,000,000	Funding for various capital projects
EDC	Capital Projects	500,000	Funding for various capital projects

F. Capital Assets

Capital asset activity for the year ended September 30, 2020 was as follows:

	Beginning Balance	Additions	Transfers/ Retirements	Ending Balance
Governmental activities:				
Capital assets not being depreciated:				
Land	$ 8,073,199	$ 1,000	$ -	$ 8,074,199
Construction in progress	21,045,668	3,864,741	(83,499)	24,826,910
Total capital assets not being depreciated	29,118,867	3,865,741	(83,499)	32,901,109
Capital assets being depreciated:				
Buildings and improvements	46,367,441	-	(1,919,692)	44,447,749
Machinery, equipment, and vehicles	12,958,097	2,496,947	(902,628)	14,552,416
Street and infrastructure	117,414,346	531,096	2,000,000	119,945,442
Total assets being depreciated	176,739,884	3,028,043	(822,320)	178,945,607
Less accumulated depreciation for:				
Buildings and improvements	(15,113,305)	(1,569,679)	(140,652)	(16,823,636)
Machinery, equipment, and vehicles	(7,142,846)	(1,177,719)	889,747	(7,430,818)
Street and infrastructure	(39,802,303)	(3,865,413)	155,384	(43,512,332)
Total accumulated depreciation	(62,058,454)	(6,612,811)	904,479	(67,766,786)
Total capital assets being depreciated, net	114,681,430	(3,584,768)	82,159	111,178,821
Governmental activities capital assets, net	$ 143,800,297	$ 280,973	$(1,340)	$ 144,079,930

	Beginning Balance	Additions	Transfers/ Retirements	Ending Balance
Business-type activities:				
Capital assets, not being depreciated:				
Land	$ 1,696,942	$ 147,546	$ -	$ 1,844,488
Water rights	70,245	-	-	70,245
Construction in progress	9,248,439	8,017,834	-	17,266,273
Total capital assets, not being depreciated	11,015,626	8,165,380	-	19,181,006
Capital assets being depreciated:				
Buildings and improvements	5,489,184	-	(1,853,652)	3,635,532
Machinery, equipment, and vehicles	6,007,550	237,865	(269,375)	5,976,040
Infrastructure	100,295,885	292,408	-	100,588,293
Total assets being depreciated	111,792,619	530,273	(2,123,027)	110,199,865
Less accumulated depreciation for:				
Buildings and improvements	(2,696,375)	(152,395)	1,880,059	(968,711)
Machinery, equipment, and vehicles	(5,352,311)	(622,266)	215,683	(5,758,894)
Infrastructure	(27,950,003)	(2,059,438)	-	(30,009,441)
Total accumulated depreciation	(35,998,689)	(2,834,099)	2,095,742	(36,737,046)
Total capital assets being depreciated, net	75,793,930	(2,303,826)	(27,285)	73,462,819
Business-type activities capital assets, net	$ 86,809,556	$ 5,861,554	$(27,285)	$ 92,643,825

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental activities:	
General government	$ 685,676
Public safety	1,081,765
Public environment	3,902,377
Parks and recreation	893,563
Cultural	42,377
Administration	7,053
Total	$ 6,612,811
Business-type activities:	
Water and sewer system	$ 2,504,881
EMS	329,218
Total	$ 2,834,099
Total Depreciation	$ 9,446,910

G. Operating Leases

The City has agreements with several telecommunication companies to place cellular towers on City water towers. The following schedule represents the future minimum lease payments.

Year Ending September 30,	Total
2021	$ 238,749
2022	250,687
2023	263,221
2024	276,382
2025	290,201
2026-2028	960,602
	$ 2,279,842

H. Long-Term Debt

Changes in long-term debt for the year ending September 30, 2020 are as follows:

	Beginning Balance	Issued	Refunded/ Retired	Ending Balance	Amount Due Within One Year
Governmental activities:					
General Obligation Bonds	$ 36,965,000	$ -	$(2,350,000)	$ 34,615,000	$ 2,350,000
Certificates of Obligation	16,235,000	-	(1,000,000)	15,235,000	1,035,000
General Obligation Bonds-Private Placement	11,355,000	-	(1,350,000)	10,005,000	1,380,000
Tax Notes-Private Placement	530,000	-	(185,000)	345,000	190,000
Premium from Debt	2,338,297	-	(167,916)	2,170,381	-
Capital Lease	25,699	-	(8,565)	17,134	8,565
Compensated Absences	1,226,399	182,752	(441,611)	967,540	193,508
Total governmental	$ 68,675,395	$ 182,752	$(5,503,092)	$ 63,355,055	$ 5,157,073
Business-type activities:					
General Obligation Bonds	$ 3,215,000	$ -	$(570,000)	$ 2,645,000	$ 590,000
Certificates of Obligation	12,330,000	-	(825,000)	11,505,000	850,000
General Obligation Bonds-Private Placement	1,230,000	-	(190,000)	1,040,000	200,000
Tax Notes-Private Placement	460,000	-	(310,000)	150,000	150,000
Unamortized Premium	871,608	-	(42,827)	828,781	-
Capital Lease	199,421	-	(66,953)	132,468	66,953
Compensated Absences	336,139	47,894	(134,764)	249,269	49,854
Total business-type	$ 18,642,168	$ 47,894	$(2,139,544)	$ 16,550,518	$ 1,906,807

Bonds Payable

The City issues a variety of long-term debt instruments in order to acquire and/or construct major capital facilities and equipment for governmental activities. These instruments include general obligation bonds, certificates of obligation, and tax notes. These debt obligations are secured by primarily future property tax revenues. In some cases, these bonds are also secured by a pledge of net revenues from the utility system, emergency medical services and economic development sales taxes. However, the amount of the formal pledge is generally limited to $1,000. Proprietary operating revenues for the year exceeded $36.3 million and sales tax revenue was $14.4 million.

Additionally, certain obligations that were marketed as private placements have been separately identified; however, the terms of these obligations are not significantly different than other obligations and do not have substantive acceleration clauses. Should the City default on these bonds, any registered owner of the obligations is entitled to seek a writ of mandamus from a court of proper jurisdiction requiring the City to make payment.

A summary of the terms of long-term debt outstanding at September 30, 2020, is as follows:

	Issue Amount	Maturity	Rate	Balance
Governmental Activities				
General Obligation Bonds				
2011 Series	$ 8,250,000	2036	3.0% - 6.0%	$ 6,320,000
2012 Series	7,625,000	2032	2.00%	5,085,000
2014 Series, Refunding	8,450,000	2030	2.0% - 4.0%	7,900,000
2015 Series, Refunding	4,185,000	2031	2.0% - 3.25%	1,830,000
2016 Series	5,880,000	2036	2.0% - 4.0%	4,830,000
2017 Series	3,935,000	2037	2.0% - 4.0%	3,495,000
2018 Series, Refunding	5,830,000	2033	3.125% - 5%	5,155,000
Private Placement obligations				
2007 Series GO	6,000,000	2027	4.07%	2,590,000
2011A Series GO Refunding	6,745,000	2024	2.33%	2,490,000
2018 Series GO Refunding	6,035,000	2028	2.12%	4,925,000
2015 Tax Notes	245,000	2021	1.75%	40,000
2015A Tax Notes	1,020,000	2023	1.54%	305,000
Certificates of Obligation				
2016 Series A	2,375,000	2036	2.0% - 4.0%	1,685,000
2016 Series B	1,475,000	2036	3.0% - 3.75%	1,250,000
2017 Series	4,935,000	2037	3.0% - 3.75%	4,120,000
2018 Series	4,845,000	2038	3.0% - 5.0%	4,415,000
2019 Series	4,015,000	2039	2.5% - 5%	3,765,000
Total Governmental Long-Term Obligations				$ 60,200,000

	Issue Amount	Maturity	Rate	Balance
Business-type Activities				
General Obligation Bonds				
2011 Series, Refunding	$ 2,675,000	2021	2.0% - 3.0%	$ 240,000
2018 Series, Refunding	2,740,000	2026	3.125% - 5%	2,405,000
Certificates of Obligation				
2013 Series	4,965,000	2033	2.0% - 4.0%	2,690,000
2017 Series	540,000	2022	3.0% - 3.75%	225,000
2018 Series	5,595,000	2028	3.0% - 5.0%	5,235,000
2019 Series	3,480,000	2039	2.5% - 5%	3,355,000
Private Placement obligations				
2013 Series GO Refunding	2,130,000	2025	2.58%	1,040,000
2015 Tax Notes	1,880,000	2021	1.75%	150,000
Total Business-Type Long-Term Obligations				$ 15,340,000

Annual future debt service requirements of bonded debt as of September 30, 2020, are as follows:

Governmental activities:

Year Ended September 30,	General Obligation Bonds			Certificates of Obligation		
	Principal	Interest	Total	Principal	Interest	Total
2021	$ 2,350,000	$ 1,199,709	$ 3,549,709	$ 1,035,000	$ 510,519	$ 1,545,519
2022	2,005,000	1,119,576	3,124,576	1,070,000	472,219	1,542,219
2023	2,090,000	1,046,890	3,136,890	1,120,000	432,319	1,552,319
2024	2,195,000	970,158	3,165,158	1,010,000	391,244	1,401,244
2025	2,250,000	889,602	3,139,602	905,000	352,719	1,257,719
2026-2030	13,290,000	3,108,828	16,398,828	3,680,000	1,329,200	5,009,200
2031-2035	9,000,000	889,983	9,889,983	4,115,000	706,353	4,821,353
2036-2040	1,435,000	30,613	1,465,613	2,300,000	109,431	2,409,431
Total	$ 34,615,000	$ 9,255,360	$ 43,870,360	$ 15,235,000	$ 4,304,003	$ 19,539,003

	Private Placement Debt					
Year Ended September 30,	General Obligation Bonds			Tax Notes		
	Principal	Interest	Total	Principal	Interest	Total
2021	$ 1,380,000	$ 249,534	$ 1,629,534	$ 190,000	$ 5,397	$ 195,397
2022	1,595,000	210,303	1,805,303	155,000	2,387	157,387
2023	1,625,000	167,982	1,792,982	-	-	-
2024	1,640,000	124,903	1,764,903	-	-	-
2025	1,010,000	88,758	1,098,758	-	-	-
2026-2030	2,755,000	95,698	2,850,698	-	-	-
Total	$ 10,005,000	$ 937,178	$ 10,942,178	$ 345,000	$ 7,784	$ 352,784

Business-type activities:

Year Ended September 30,	General Obligation Bonds			Certificates of Obligation		
	Principal	Interest	Total	Principal	Interest	Total
2021	$ 590,000	$ 118,700	$ 708,700	$ 850,000	$ 404,675	$ 1,254,675
2022	370,000	93,500	463,500	605,000	378,775	983,775
2023	390,000	74,500	464,500	510,000	356,300	866,300
2024	410,000	54,500	464,500	530,000	333,613	863,613
2025	435,000	33,375	468,375	550,000	310,250	860,250
2026-2030	450,000	11,250	461,250	3,155,000	1,165,962	4,320,962
2031-2035	-	-	-	3,290,000	547,025	3,837,025
2036-2040	-	-	-	2,015,000	89,944	2,104,944
Total	$ 2,645,000	$ 385,825	$ 3,030,825	$ 11,505,000	$ 3,586,544	$ 15,091,544

	Private Placement Debt					
Year Ended September 30,	General Obligation Bonds			Tax Notes		
	Principal	Interest	Total	Principal	Interest	Total
2021	$ 200,000	$ 24,252	$ 224,252	$ 150,000	$ 2,625	$ 152,625
2022	205,000	19,028	224,028	-	-	-
2023	205,000	13,739	218,739	-	-	-
2024	215,000	8,321	223,321	-	-	-
2025	215,000	2,774	217,774	-	-	-
2026-2030	-	-	-	-	-	-
Total	$ 1,040,000	$ 68,112	$ 1,108,112	$ 150,000	$ 2,625	$ 152,625

Capital Leases

The City enters into various lease agreements to finance machinery and equipment; they are classified as capital leases due to bargain-purchase options. Therefore, capital assets and a related capital lease obligation have been recorded at the present value of the future minimum lease payments at the inception date. The lease obligations are secured by the purchased equipment. The assets acquired through capital lease are reported in capital assets with the following accumulated depreciation at September 30, 2020:

Assets:	Governmental Activities	Business-type Activities
Equipment	$ 54,275	$ 332,967
Less: accumulated depreciation	(28,433)	(198,305)
Total	$ 25,842	$ 134,662

Future minimum lease payments are as follows:

Year Ending September 30,	Governmental Activities	Business-type Activities
2021	$ 8,565	$ 67,313
2022	8,569	65,875
Total payments	17,134	133,188
Less: amount representing interest	-	(720)
Present value of minimum lease payments	$ 17,134	$ 132,468

I. Net Pension and Total OPEB Liabilities and Expenses

Amounts are aggregated into a single net pension liability and total OPEB liability, and expenses for certain columns. Below is the detail of net pension liability and total OPEB liability and expenses for governmental and business-type activities.

	Governmental Activities	Business-type Activities: Water/ Sewer	Business-type Activities: EMS	Totals
Net pension liability	$ 12,108,954	$ 1,300,280	$ 2,162,980	$ 15,572,214
Total OPEB liability:				
Due within one year:				
TMRS SDBF	$ 3,068	$ 329	$ 548	$ 3,945
Retiree health plan	46,190	4,960	8,250	59,400
Total due within one year	49,258	5,289	8,798	63,345
Due in within more than one year:				
TMRS SDBF	626,855	171,814	7,472	806,141
Retiree health plan	1,636,476	175,728	292,319	2,104,523
Total due in more than one year	2,263,331	347,542	299,791	2,910,664
Total OPEB liability	$ 2,312,589	$ 352,831	$ 308,589	$ 2,974,009

	Governmental Activities	Business-type Activities: Water/ Sewer	Business-type Activities: EMS	Totals
Pension expense	$ 2,515,909	$ 270,162	$ 449,408	$ 3,235,479
OPEB expense:				
TMRS SDBF	$ 61,569	$ 12,184	$ 5,169	$ 78,922
Retiree Health Plan	156,298	33,234	10,710	200,242
Total OPEB expense	$ 217,867	$ 45,418	$ 15,879	$ 279,164

III. OTHER INFORMATION

A. Retirement Plan

Plan Description. The City of Schertz participates as one of 888 plans in the nontraditional, joint contributory, hybrid defined benefit pension plan administered by the Texas Municipal Retirement System (TMRS). TMRS is an agency created by the state of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for municipal employees in the State of Texas. The TMRS Act places the general administration and management of the system with a six-member Board of Trustees. Although the Governor, with the advice and consent of the Senate, appoints the Board, TMRS is not fiscally dependent on the State of Texas. TMRS's defined benefit pension plan is a tax-qualified plan under Section 401(a) of the Internal Service Code. TMRS issues a publicly available comprehensive annual financial report (CAFR) that can be obtained at www.tmrs.com.

All eligible employees of the City are required to participate in TMRS.

Benefits Provided. TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the City-financed monetary credits with interest were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven payment options. Members may also choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75% of the member's deposits and interest.

The City grants monetary credits for service rendered of a theoretical amount equal to two times what would have been contributed by the employee, with interest. Monetary credits, also known as the matching ratio, are 200% of the employee's accumulated contributions and are only payable in the form of an annuity.

Beginning in 2008, the City granted an annually repeating (automatic) basis monetary credit referred to as an updated service credit (USC) which is a theoretical amount that takes into account salary increases or plan improvements. If at any time during their career an employee earns a USC, this amount remains in their account earning interest at 5% until retirement. At retirement, the benefit is calculated as if the sum of the employee's accumulated contributions with interest and the employer match plus employer-financed monetary credits, such as USC, with interest were used to purchase an annuity. Additionally, initiated in 2008, the City provided on an annually repeating (automatic) basis cost of living adjustments (COLA) for retirees equal to a percentage of the change in the consumer price index (CPI).

At the December 31, 2019 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	116
Inactive employees entitled to but not yet receiving benefits	209
Active employees	344
Total	669

Contributions. The contribution rates for employees in TMRS are either 5%, 6%, or 7% of employee gross earnings, and the City matching percentages are either 100%, 150%, or 200%, both as adopted by the governing body of the City. Under the state law governing TMRS, the contribution rate for each city is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Employees for the City were required to contribute 7% of their annual gross earnings during the fiscal year. The contribution rates for the City were 15.92% and 16.04% in calendar years 2020 and 2019, respectively. The City's contributions to TMRS for the year ended September 30, 2020 were $3,235,479 and were equal to the required contributions.

Net Pension Liability. The City's Net Pension Liability (NPL) was measured as of December 31, 2019, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date. The net pension liability is typically liquidated through the General Fund and Enterprise Funds.

Actuarial Assumptions

The Total Pension Liability in the December 31, 2019 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.50% per year
Overall payroll growth	2.75% per year
Investment rate of return	6.75% net of pension plan investment expense, including inflation

Salary increases are based on a service-related table. Mortality rates for active members are based on the PUB(10) mortality tables with the Public Safety table used for males and the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based on the Gender-distinct 2019 Municipal Retirees of Texas mortality tables. The rates for actives, healthy retirees and beneficiaries are projected on a fully generational basis by Scale UMP to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees is used with a 4-year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2014 to December 31, 2018. They were adopted in 2019 and first used in the December 31, 2019 actuarial valuation. The post-retirement mortality assumption for healthy annuitants and Annuity Purchase Rate (APRs) are based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. In conjunction with these changes first used in the December 31, 2013 valuation, the System adopted the Entry Age Normal actuarial cost method and a one-time change to the amortization policy. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income, in order to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. In determining their best estimate of a recommended investment return assumption under the various alternative asset allocation portfolios, GRS focused on the area between (1) arithmetic mean (aggressive) without an adjustment for time (conservative) and (2) the geometric mean (conservative) with an adjustment for time (aggressive).

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return (Arithmetic)
Global Equity	30.00%	5.30%
Core Fixed Income	10.00%	1.25%
Non-Core Fixed Income	20.00%	4.14%
Real Estate	10.00%	3.85%
Real Return	10.00%	4.00%
Absolute Return	10.00%	3.48%
Private Equity	10.00%	7.75%
Total	100.0%	

Discount Rate

The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

The below schedule presents the changes in the Net Pension Liability as of December 31, 2019:

	Increase (Decease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a)-(b)
Balance at 12/31/2018	$ 71,981,331	$ 52,293,723	$ 19,687,608
Changes for the year:			
Service cost	3,421,878	-	3,421,878
Interest	4,898,478	-	4,898,478
Difference between expected and actual experience	(108,478)	-	(108,478)
Change in assumptions	263,015	-	263,015
Contributions - employer	-	3,163,340	(3,163,340)
Contributions - employee	-	1,380,585	(1,380,585)
Net investment income	-	8,093,416	(8,093,416)
Benefit payments, including refunds of employee contributions	(2,244,447)	(2,244,447)	-
Administrative expense	-	(45,681)	45,681
Other changes	-	(1,373)	1,373
Net changes	6,230,446	10,345,840	(4,115,394)
Balance at 12/31/2019	$ 78,211,777	$ 62,639,563	$ 15,572,214

The following presents the net pension liability of the City, calculated using the discount rate of 6.75%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower (5.75%) or 1-percentage point higher (7.75%) than the current rate:

	1% Decrease in Discount Rate (5.75%)	Discount Rate (6.75%)	1% Increase in Discount Rate (7.75%)
Net pension liability	$ 28,805,341	$ 15,572,214	$ 4,920,053

Pension Expense and Deferred Outflows/Inflows of Resources Related to Pensions. For the year ended September 30, 2020, the City recognized pension expense of $3,569,490. Also, as of September 30, 2020, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$ 293,422	$ 94,103
Changes in actuarial assumptions	222,869	
Difference between projected and actual investment earnings	-	1,876,231
Contributions subsequent to the measurement date	2,326,906	-
Total	$ 2,843,197	$ 1,970,334

$2,326,906 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the year ending September 30, 2021. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

For the Year Ended September 30,	
2021	$(373,727)
2022	(393,997)
2023	186,999
2024	(879,260)
2025	5,942

B. Other Post-Employment Benefits

The City participates in two defined-benefit other post-employment benefit (OPEB) plans: the Texas Municipal Retirement System Supplemental Death Benefits Fund (TMRS SDBF), and its own single-employer retiree health plan. Both are described in detail below.

The total OPEB liabilities of both plans are typically liquidated through the General Fund and Enterprise Funds.

TMRS Supplemental Death Benefits Fund

***Plan Description*.** The City voluntarily participates in a single-employer other postemployment benefit (OPEB) plan administered by TMRS. The Plan is a group-term life insurance plan known as the Supplemental Death Benefits Fund (SDBF). The Plan is established and administered in accordance with the TMRS Act identically to the City's pension plan. SDBF includes coverage for both active and retired members, and assets are commingled for the payment of such benefits. Therefore, the Plan does not qualify as an OPEB Trust in accordance with paragraph 4 of GASB Statement No. 75.

Benefits Provided. The SDBF provides group-term life insurance to City employees who are active members in TMRS, including or not including retirees. The City Council opted into this program via an ordinance, and may terminate coverage under, and discontinue participation in, the SDBF by adopting an ordinance before November 1 of any year to be effective the following January 1.

Payments from this fund are similar to group-term life insurance benefits, and are paid to the designated beneficiaries upon the receipt of an approved application for payment. The death benefit for active employees provides a lump-sum payment approximately equal to the employee's annual salary (calculated based on the employee's actual earnings for the 12-month period preceding the month of death). The death benefit for retirees is considered an other employment benefit and is a fixed amount of $7,500.

Membership in the plan at December 31, 2019, the valuation and measurement date, consisted of:

Inactive employees or beneficiaries currently receiving benefits	90
Inactive employees entitled to but not yet receiving benefits	59
Active employees	344
Total	493

Contributions. The City contributes to the SDBF at a contractually required rate as determined by an annual actuarial valuation, which was 0.12% for 2020 and 0.12% for 2019, of which 0.02% represented the retiree-only portion for each year, as a percentage of annual covered payroll. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year; the intent is not to prefund retiree term life insurance during employees' entire careers. The City's contributions to the SDBF for the years ended September 30, 2020 were $4,080 representing contributions for both active and retiree coverage, which equaled the required contributions each year.

Total OPEB Liability. The Total OPEB Liability in the December 31, 2019 actuarial valuation was determined using the following actuarial assumptions and inputs:

Measurement year ended December 31,	2019
Inflation rate	2.50% per annum
Discount rate	2.75%
Actuarial cost method	Entry Age Normal Method
Projected salary increases	3.50% to 11.5% including inflation
Administrative expenses	All administrative expenses are paid through the Pension Trust and accounted for under reporting requirements under GASB Statement No. 68.
Mortality Rates - Service Retirees	2019 Municipal Retirees of Texas Mortality Tables. The rates are projeted on a fully generational bases with scale UMP.
Mortality Rates - Disabled Retirees	2019 Municipal Retirees of Texas Mortality Tables with a 4 year set forward for males and a 3 year set-forward for females. In addition, a 3.5% and 3% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis with scale UMP to account for future mortality improvements subject to the floor.

Changes in assumptions reflect the annual change in the municipal bond rate. The actuarial assumptions used in the December 31, 2019 valuation were based on the results of an actuarial experience study for the period December 31, 2014 to December 31, 2018.

Discount Rate. The SDBF program is treated as an unfunded OPEB plan because the SDBF trust covers both actives and retirees and the assets are not segregated for these groups. As such, a single discount rate of 3.71% was used to measure the total OPEB liability. Because the plan is essentially a "pay-as-you-go" plan, the single discount rate is equal to the prevailing municipal bond rate. The source of the municipal bond rate was fixed-income municipal bonds with 20 years to maturity that include only federally tax-exempt municipal bonds as reported in Fidelity Index's "20-year Municipal GO AA Index" as of December 31, 2019.

Discount Rate Sensitivity Analysis. The following schedule shows the impact of the total OPEB liability if the discount rate used was 1% less than and 1% greater than the discount rate that was used (2.75%) in measuring the total OPEB liability.

	1% Decrease in Discount Rate (1.75%)	Discount Rate (2.75%)	1% Increase in Discount Rate (3.75%)
Total SDB OPEB Liability	$ 1,012,834	$ 810,086	$ 657,204

Changes in the Total OPEB Liability. Total City's Total OPEB Liability (TOL), based on the above actuarial factors, as of December 31, 2019, the measurement and actuarial valuation date, was calculated as follows:

	Total OPEB Liability
Balance at 12/31/2018	$ 710,387
Changes for the year:	
Service cost	33,528
Interest	26,904
Difference between expected and actual experience	(105,282)
Changes of assumptions or other inputs	148,494
Benefit payments, including refunds of employee contributions	(3,945)
Net changes	99,699
Balance at 12/31/2019	$ 810,086

Changes in assumptions and other inputs reflect a change in the discount rate from 3.71% to 2.75%.

OPEB Expense and Deferred Inflows and Outflows of Resources Related to OPEB. For the year ended September 30, 2020, the City recognized OPEB expense of $78,922. Also, as of September 30, 2020, the City reported deferred outflows and inflows of resources related to the TMRS OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$ 62,704	$ 90,023
Changes in actuarial assumptions	160,764	39,265
Contributions subsequent to the measurement date	2,947	-
Total	$ 226,415	$ 129,288

$2,947 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date will be recognized as a reduction of the Total OPEB liability for the year ending September 30, 2021. Other amounts reported as deferred outflows and inflows of resources related to the TMRS OPEB will be recognized in OPEB expense in future periods as follows:

For the Year Ended September 30,	
2021	$ 18,490
2022	18,490
2023	18,490
2024	18,490
2025	13,171
Thereafter	7,049

City of Schertz Retiree Health Other Post-Employment Benefit Plan

In addition to the TMRS OPEB, The City administers a single employer defined benefit healthcare plan for retirees, established under legal authority of the City Charter. The City is the only employer participating in the Plan. The Plan does not issue a publicly available financial report.

The City provides post-employment benefits for eligible participants enrolled in City-sponsored plans. The benefits are provided in the form of an implicit rate subsidy where the City contributes towards the retiree health premiums before achieving Medicare eligibility. While the Plan offers retiree only rates, a very small implicit liability still exists. Membership in the plan as of December 31, 2019, the valuation date, consisted of:

Inactive employees or beneficiaries currently receiving benefits	8
Inactive employees entitled to but not yet receiving benefits	-
Active employees	332
Total	340

Current active employees must be eligible for service retirement under the Texas Municipal Retirement System. To attain this eligibility active employees must be at least age 60 with 5 years of service or have at least 20 years of employment with the City. When a regular, full-time employee retires, they are eligible to maintain their coverage in the City's group health coverage. The City does not provide an explicit subsidy for retiree medical insurance. The liability for the City is due to the implicit rate.

The City made no direct contributions for monthly premiums. The retirees pay 102% of the monthly premiums which range based on the type of plan from $508 for retiree only to $1,796 for a retiree and their family.

The City's Retiree Health OPEB Liability (TOL) as of December 31, 2019, was calculated as follows:

	Total OPEB Liability
Balance at 12/31/2018	$ 2,086,718
Changes for the year:	
Service cost	125,648
Interest	78,646
Difference between expected and actual experience	(343,086)
Changes of assumptions or other inputs	275,398
Benefit payments, including refunds of employee contributions	(59,401)
Net changes	77,205
Balance at 12/31/2019	$ 2,163,923

The actuarial valuation was performed as of December 31, 2019. Changes of assumptions reflect a change in the discount rate from 3.71% as of December 31, 2018 to 2.75% as of December 31, 2019, revised TMRS demographic assumptions, and updates to both the health care trend and participation assumptions.

The following presents the TOL of the City, calculated using the discount rate of 2.75% as well as what the City's TOL would be if it were calculated using a discount rate that is 1-percentage point lower (1.75%) and 1-percentage point higher (3.75%) than the current rate:

	1% Decrease in Discount Rate (1.75%)	Discount Rate (2.75%)	1% Increase in Discount Rate (3.75%)
Total OPEB liability - retiree health	$ 2,371,845	$ 2,163,923	$ 1,973,066

The following presents what the total OPEB liability of the City would be if it were calculated using healthcare cost trend rates that are 1-percentage point lower (6% decreasing to 3.5%) or 1-percentage point higher (8% decreasing to 5.5%) than the current healthcare cost trends:

	1% Decrease	Current Healthcare Cost Trend Rate Assumption	1% Increase
Total OPEB liability - retiree health	$ 1,906,398	$ 2,163,923	$ 2,469,777

For the year ended September 30, 2020, the City recognized OPEB expense of $200,242. Also, as of September 30, 2020, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$ 12,008	$ 307,562
Changes in actuarial assumptions	314,511	65,090
Contributions subsequent to the measurement date	45,162	-
Total	$ 371,681	$ 372,652

$45,162 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date will be recognized as a reduction of the Total OPEB liability for the year ending September 30, 2021. Other amounts reported as deferred outflows and inflows of resources related to the City's Retiree Health OPEB will be recognized in OPEB expense as follows:

For the Year Ended September 30,	
2021	$(4,051)
2022	(4,051)
2023	(4,051)
2024	(4,051)
2025	(4,051)
Thereafter	(25,878)

C. Joint Ventures

Schertz/Seguin Local Government Corporation

The Schertz/Seguin Local Government Corporation is a public, nonprofit corporation organized to aid, assist, and act on behalf of the cities of Schertz and Seguin in acquiring, constructing, maintaining, and operating a water utility system. The participating governments have an ongoing financial responsibility to fund the operation of the corporation through either purchase of services or by subsidizing the operations. Payments to the corporation are generally for the purchase of water treatment and for covering the Corporation's debt service requirements; they are reflected as "operating expenses" in the water and sewer fund and totaled $6,942,912 for the year ended September 30, 2020. Separate financial statements for the Schertz/Seguin Local Government Corporation may be obtained from the City of Seguin, 210 East Gonzales Street, Seguin, Texas 78156.

The City of Schertz is jointly liable, together with the City of Seguin, for operating deficits and long-term debt of the Schertz/Seguin Local Government Corporation. The Corporation had net revenue bonds outstanding in the amount of $161,747,682 (as of September 30, 2020) to provide funds to build, improve, extend, enlarge and repair the Corporation's utility system, fund a reserve, and pay the costs of bond issuance. The bond resolution pledges intergovernmental contract revenues from the cities of Schertz and Seguin (the participating governments) to bond holders. Under the intergovernmental water supply contract, the participating governments are unconditionally obligated to pay their respective shares of annual contract revenue bond debt service from the operation of their respective utility systems.

The organizing documents for the Corporation provide that, in the event of dissolution, the net assets of the Corporation will be equally divided among the Cities of Schertz and Seguin. As such, the City's net investment in the joint venture has been recorded in the Water and Sewer Fund in the amount of $13,189,181. This amount reflects the City's portion of the net position of SSLGC as of September 30, 2019, the most recent fiscal year for which information is available.

Cibolo Valley Local Government Corporation

The Cibolo Valley Local Government Corporation (CVLGC) is a public nonprofit corporation incorporated in March 2012 to assist and act on behalf of the cities of Schertz and Cibolo to obtain additional water sources. The participating governments have an ongoing financial responsibility to fund the operation of the corporation through either purchase of services or by subsidizing the operations. Payments to the corporation are generally for the purchase of wastewater treatment and for covering the Corporation's debt service requirements; they are reflected as "operating expenses" in the water and sewer fund and totaled $100,000 for the year ended September 30, 2020. Separate financial statements for the CVLGC may be obtained from the City of Seguin, 210 East Gonzales Street, Seguin, Texas 78156.

The City of Schertz is jointly liable, together with the City of Cibolo, for operating deficits and long-term debt of CVLGC. In the event of dissolution, the net assets of the Corporation will be equally divided among the Cities of Schertz and Cibolo. As such, the City's net investment in the joint venture has been recorded in the Water and Sewer Fund in the amount of $1,113,857 as of September 30, 2020.

D. Commitments and Contingencies

Tax Increment Financing (the "Zone")

The City is a principal in the City of Schertz Tax Increment Reinvestment Zone #2, pursuant to Chapter 311 of the Texas Tax Code. Under the terms of the Zone agreement, the City of Schertz, Bexar County, and San Antonio River Authority are funding infrastructure improvements through tax increment financing to the Sedona Development Project.

At the time the Zone was created, the property tax base was "frozen" and increment taxes resulting from the increases to property tax base are being used to finance Zone improvements. The total projected cost is a combined figure of $45,000,000. Project costs of the developer will be funded up to 100% of the tax increment generated by the City of Schertz, Bexar County, and San Antonio River Authority (SARA). The City of Schertz (combined with SARA) have committed up to $32,877,000 of the total $45,000,000. The Zone has a statutory termination date of December 31, 2027. The TIRZ has collected $2,844,145 from taxing entities (net of administrative reimbursements) and remitted $2,000,000 to the developer as of September 30, 2020.

380 Agreements

The Chapter 380 Incentive program, authorized by Chapter 380 of the Texas Local Government Code, enables the City of Schertz to provide grants or reimbursements from the City's general fund. To become eligible for Chapter 380 Incentives, projects must: create at least of $100 million in new real and personal property; or generate at least $35 million in gross sales that is subject to the collection of local sales and use tax. Businesses that have a 380 Incentive agreement with the City are eligible to receive a reimbursement of taxes paid for the year if they have met the requirements outlined in the agreement by a certain date each year. For the fiscal year ended September 30, 2020, the City reimbursed $1,223,379 in property taxes paid.

Economic Development Incentive Agreements

The City of Schertz Economic Development Corporation (the SEDC) negotiates economic development incentive agreement on behalf of the SEDC and the City of Schertz (the City) on an individual basis. As of September 30, 2020, the City had nine active incentive agreements.

On May 2, 2017, the City and the Corporation approved the Schertz Incentive Policy which outlines the City's primary tools to attract commercial investment and promote economic development. Projects are selected on a case-by-case basis in accordance current policy and state laws at the discretion of the governing body. All incentive agreements are formalized through a performance agreement with specified terms and recapture criteria.

The SEDC Incentive program, authorized by Chapters 501, 502 and 505 of the Texas Local Government Code, enables the Corporation to fund allowable projects from the collection of one-half of one percent of sales tax proceeds collected in the City of Schertz. In accordance with state law, the SEDC Incentive Policy establishes grants and loans for businesses that create Primary Jobs for the following categories: Existing Businesses (3 years of operation within City), Small Businesses (fewer than 50 full-time jobs or annual sales less than $10 million), Large Impact Businesses (Up to $100 million in taxable property), and Extra Large Businesses (over $100 million in taxable property).

The City and Corporation's outstanding incentive agreement grants are as follows:

	FY 2019-20 Amt.	Est. Remaining Grant
City of Schertz - LGC 380.001	$ 420,050	$ 200,000
SEDC - LGC 501.101	811,445	522,819
SEDC - LGC 201.103	4,722,292	3,534,167

Service Concession Arrangements

The City entered into an agreement with Young Men's Christian Association of Greater San Antonio ("YMCA"), under which YMCA will operate and collect user fees from the Natatorium and Outdoor Pools for the next 20 years. YMCA will pay the city $100,000 annually over the course of the arrangement to cover costs of debt service related to the facility; the present value of these installment payments is estimated to be $820,141. The City will approve the rates and services that YMCA will provide, however, YMCA will retain all revenues earned from the operation of the Natatorium. The YMCA will remit all revenues received from operating the Outdoor Pools to the City with the exception of revenues earned from YMCA specific programs. As of September 30, 2019, the Natatorium is still under construction and is reported by the City as Construction in Progress. The City reports the Outdoor Pools and related equipment as capital assets recorded at historical cost. The City reports a receivable in the amount of $820,141 on the government-wide statements at year-end pursuant to the service concession arrangement, and a liability of $498,361 for the present value of maintenance costs estimated over the life of the Service Concession arrangement. The balance of these two amounts is recorded as a deferred inflow of resources.

Litigation

The City is the subject of various claims and litigation that have arisen in the course of its operations. Management is of the opinion that the City's liability in these cases, if decided adversely to the City, will not have a material effect on the City's financial position.

Cibolo Creek Municipal Authority

The Cibolo Creek Municipal Authority (CCMA) provides sewage treatment for the area in and around the City. In Fiscal year 2014, the City entered into an agreement with CCMA to construct a sewage treatment facility in the southern portion of the City to primarily serve citizens of the City but also neighboring Cities and future development. Because the City would be the primary customer at this time, the agreement stipulates that the City will pay all future debt service on the bonds issued by CCMA to finance the project. The City is the sole member at this time, so it is responsible for 100% of the project costs. Should other members join, the City's share of the costs would be reduced.

Future debt service on the CCMA bonds are as follows:

Year Ended September 30,	Principal	Interest	Total
2021	$ 160,000	$ 250,950	$ 410,950
2022	165,000	247,750	412,750
2023	170,000	242,800	412,800
2024	175,000	237,700	412,700
2025	180,000	232,450	412,450
2026-2030	1,010,000	1,048,850	2,058,850
2031-2035	1,225,000	830,250	2,055,250
2036-2040	1,540,000	519,250	2,059,250
2041-2044	1,490,000	152,000	1,642,000
Total	$ 6,115,000	$ 3,762,000	$ 9,877,000

Construction Commitments

The City of Schertz has entered into commitments for various projects as follows:

Primary Government:	Estimated Project Cost to City	Expended to Date	Estimated Future Commitment
Governmental Activities:			
FM 78 and Main Street	$ 1,000,000	$ 235,006	$ 764,994
Fire Station 3	8,480,775	8,480,775	-
Building Improvements	1,600,000	72,560	1,527,440
Main Street Improvements	407,057	-	407,057
FM 1518 Street Improvements	5,000,000	600,656	4,399,344
Pedestrian Routes Project	350,000	149,234	200,766
Senior Center	800,000	793,181	6,819
YMCA-Bathroom Reovation	540,500	505,707	34,793
Window Replacement-Recreation Center	1,152,264	792,198	360,066
Total Governmental Commitments	19,330,596	11,629,317	7,701,279
Business-Type Activities:			
Woman Hollering WasteWater	5,940,424	1,211,157	4,729,267
Corbett Ground Storage Tank & Pumps	1,650,000	930	1,649,070
Corbett Elevated Water Tank	5,500,000	4,892,528	607,472
Trainer Hale Road Distribution Main	500,000	-	500,000
Scenic Hills/Greenridge	73,252	12,495	60,757
Oil-Water Separator	120,000	79,883	40,117
E Dietz Creek De-Silting	573,055	508,834	64,221
FM1103 Utility Relocation	1,315,000	1,265,958	49,042
Total Business-Type Activities	15,671,731	7,971,785	7,699,946
Total Estimated Future Commitments	$ 35,002,327	$ 19,601,102	$ 15,401,225

Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The City contracts with the Texas Municipal League Intergovernmental Risk Pool, a public entity risk pool currently operating as a common risk management and insurance program providing insurance coverage in the following areas: general liability, automobile liability and physical damage, law enforcement liability, worker's compensation, real and personal property, mobile equipment, and errors and omissions liability. TML is a multi-employer group that provides for a combination of risk sharing among pool participants and stop loss coverage. Contributions are set annually by the provider. Liability by the City is generally limited to the contributed amounts. There were no significant increases or decreases in coverage from the prior year. For the past three fiscal years, no claims or settlements have exceeded deductible amounts.

E. Subsequent Event

In November 2020, the City issued General Obligation Refunding Bonds, Series 2020 in the amount of $7,555,000. These bonds have interest rates ranging from 1.50% and 4.00% and will mature in February 2036. These bonds will be used to refund the General Obligation Refunding Bonds, Series 2011 to provide a present value savings and are secured by the City's ad valorem tax revenue.

F. New Accounting Standards

Significant new accounting standards issued by the Governmental Accounting Standards Board (GASB) not yet implemented by the City include the following:

Statement No. 84, *Fiduciary Activities* – This Statement improves guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. The focus is generally on whether a government is controlling the assets of the fiduciary activity and on the beneficiaries with whom a fiduciary relationship exists. This Statement will become effective for the City in fiscal year 2021.

Statement No. 87, *Leases* – This Statement will improve the accounting and financial reporting for leases by governments by requiring recognition of certain lease assets and liabilities previously classifies as operating leases. It establishes a single model for lease accounting based on the principle that leases are financing the right to use an underlying asset. Under the Statement a lessee is required to recognize a lease liability and an intangible right-to-use asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resource, enhancing the relevance and consistency of information about leasing activities. This Statement will become effective for the City in fiscal year 2022.

G. COVID-19

In early March 2020, the COVID-19 virus was declared a global pandemic, and it continues to cause market fluctuations. Business continuity and financial markets, including supply chains and consumer demand across a broad range of industries and countries, could be severely impacted for months or more, as governments and their citizens take significant and unprecedented measures to mitigate the consequences of the pandemic. Management is carefully monitoring the situation and evaluating its options during this time.

REQUIRED
SUPPLEMENTARY INFORMATION

CITY OF SCHERTZ, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
GENERAL FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Original Budget	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
REVENUES				
Taxes	$ 24,085,050	$ 24,085,050	$ 25,000,163	$ 915,113
Permits and fees	1,799,110	1,799,110	1,750,837	(48,273)
Service fees	1,901,742	1,901,742	1,724,150	(177,592)
Fines and fees	902,728	902,728	833,148	(69,580)
Intergovernmental	756,100	756,100	951,604	195,504
Investment earnings	480,000	480,000	300,369	(179,631)
Miscellaneous	570,760	602,859	559,393	(43,466)
Total Revenues	30,495,490	30,527,589	31,119,664	592,075
EXPENDITURES				
General government:				
Council	108,837	129,542	110,886	18,656
City manager	1,194,870	1,194,870	1,168,026	26,844
Municipal court	340,383	340,383	324,431	15,952
311 customer relations	107,747	107,747	110,238	(2,491)
Planning & zoning	253,322	253,322	182,849	70,473
Legal	150,000	150,000	107,721	42,279
City secretary	201,461	201,461	206,458	(4,997)
Nondepartmental	2,015,010	1,851,617	1,446,148	405,469
Public affairs	596,624	596,625	557,107	39,518
Engineering	767,011	767,011	659,373	107,638
Geographic information systems	182,674	182,674	187,173	(4,499)
Citizens assistance	330,000	330,000	287,962	42,038
Special events	24,510	29,510	31,690	(2,180)
Total General Government	6,272,449	6,134,762	5,380,062	754,700
Public safety:				
Police department	9,079,001	9,079,001	7,604,159	1,474,842
Fire department	5,458,243	5,595,724	5,056,610	539,114
Inspection	999,402	999,402	903,194	96,208
Total Public Safety	15,536,646	15,674,127	13,563,963	2,110,164
Public environment:				
Streets	1,522,166	1,749,074	1,521,425	227,649
Total Public Environment	1,522,166	1,749,074	1,521,425	227,649
Parks and recreation:				
Parks	1,553,939	1,620,028	1,312,154	307,874
Pools	569,878	569,878	471,528	98,350
Community/Civic Center	395,017	395,018	320,481	74,537
Total Parks and Recreation	2,518,834	2,584,924	2,104,163	480,761
Cultural:				
Library	1,025,736	1,025,897	1,034,435	(8,538)
Total Cultural	1,025,736	1,025,897	1,034,435	(8,538)

CITY OF SCHERTZ, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
GENERAL FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Original Budget	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
EXPENDITURES (CONTINUED)				
Health:				
Animal control	$ 669,982	$ 699,826	$ 648,503	$ 51,323
Total Health	669,982	699,826	648,503	51,323
Administration:				
Information technology	2,455,137	2,470,537	1,821,502	649,035
Human resources	639,174	704,174	668,638	35,536
Finance	608,893	608,893	634,266	(25,373)
Purchasing & asset management	233,183	233,183	235,505	(2,322)
Building maintenance	1,491,682	1,608,197	1,432,015	176,182
Fleet service	1,046,481	1,046,481	913,883	132,598
Interfund charges	(2,723,317)	(2,723,317)	(2,703,943)	(19,374)
Total Administration	3,751,233	3,948,148	3,001,866	946,282
Total Expenditures - general fund	31,297,046	31,816,758	27,254,417	4,562,341
Grant fund - sub-fund 405	-	-	2,433,286	(2,433,286)
Total Expenditures	31,297,046	31,816,758	29,687,703	2,129,055
Excess of revenues over expenditures	(801,556)	(1,289,169)	1,431,961	2,721,130
OTHER FINANCING SOURCES (USES)				
Transfers in	95,000	405,025	-	(405,025)
Transfers out	(4,010,750)	(4,010,750)	(4,000,169)	10,581
Total Other Financing Sources (Uses)	(3,915,750)	(3,605,725)	(4,000,169)	(394,444)
NET CHANGE IN FUND BALANCE	(4,717,306)	(4,894,894)	(2,568,208)	2,326,686
FUND BALANCE - BEGINNING	17,465,668	17,465,668	17,465,668	-
FUND BALANCE - ENDING	$ 12,748,362	$ 12,570,774	$ 14,897,460	$ 2,326,686

CITY OF SCHERTZ, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
ECONOMIC DEVELOPMENT CORPORATION

FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Original Budget	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
REVENUES				
Taxes	$ 4,412,283	$ 4,412,283	$ 4,819,288	$ 407,005
Investment income	430,000	430,000	288,740	(141,260)
Total Revenues	4,842,283	4,842,283	5,108,028	265,745
EXPENDITURES				
Current:				
General government	6,922,995	6,929,900	4,886,456	2,043,444
Administration	529,936	523,031	480,202	42,829
Total Expenditures	7,452,931	7,452,931	5,366,658	2,086,273
OTHER FINANCING SOURCES (USES)				
Transfers out	(500,000)	(500,000)	(500,000)	-
Total Other Financing Sources (Uses)	(500,000)	(500,000)	(500,000)	-
NET CHANGE IN FUND BALANCE	(3,110,648)	(3,110,648)	(758,630)	2,352,018
FUND BALANCE - BEGINNING	21,777,256	21,777,256	21,777,256	-
FUND BALANCE - ENDING	$ 18,666,608	$ 18,666,608	$ 21,018,626	$ 2,352,018

Budgetary Information - The budget is prepared in accordance with accounting principles generally accepted in the United States of America. The City maintains strict budgetary controls. The objective of these controls is to ensure compliance with legal provision embodied in the annual appropriated budget approved by the City Council and as such is a good management control device. Annual budgets are adopted for the general fund; debt service fund; hotel motel tax, park fund, tree mitigation; police forfeiture fund, library advisory board fund, and the historical committee fund. Project-length financial plans are adopted for capital projects funds. Of these budgets, only the General Fund, Debt Service and Economic Development Corporation are legally adopted. A Grant sub-fund is included in the General Fund for financial reporting purposes, and was not included in the legally adopted budget of the General Fund. Therefore, the amount of the Grant sub-fund is presented as a reconciling item between the budgetary General Fund actual amounts and the General Fund amounts presented in the basic financial statements.

Budgetary preparation and control are exercised at the department level. Actual expenditures may not legally exceed appropriations at the fund level. Appropriations lapse at year-end.

For the fiscal year ended September 30, 2020, actual expenditures did not exceed budgeted expenditures at the fund level for any of the City's funds.

Encumbrance accounting, in which appropriations are recorded as budgetary expenditures, is not utilized by the City.

CITY OF SCHERTZ, TEXAS

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
TEXAS MUNICIPAL RETIREMENT SYSTEM

FOR THE YEAR ENDED SEPTEMBER 30, 2020

Measurement Date December 31,	**2019**	**2018**	**2017**
Total pension liability			
Service cost	$ 3,421,878	$ 3,301,265	$ 3,073,538
Interest on total pension liability	4,898,478	4,505,483	4,111,517
Difference between expected and actual experience	(108,478)	34,393	416,585
Change of assumptions	263,015	-	-
Benefit payments/refunds of contributions	(2,244,447)	(1,914,159)	(1,843,774)
Net Change in Total Pension Liability	6,230,446	5,926,982	5,757,866
Total Pension Liability, Beginning	71,981,331	66,054,349	60,296,483
Total Pension Liability, Ending (a)	$ 78,211,777	$ 71,981,331	$ 66,054,349
Plan fiduciary net position			
Contributions - employer	$ 3,163,340	$ 3,033,936	$ 2,793,644
Contributions - employee	1,380,585	1,326,518	1,232,232
Net investment income	8,093,416	(1,540,890)	5,999,805
Benefit payments/refunds of contributions	(2,244,447)	(1,914,159)	(1,843,774)
Administrative expenses	(45,681)	(29,768)	(31,080)
Other	(1,373)	(1,554)	(1,575)
Net Change in Fiduciary Position	10,345,840	874,083	8,149,252
Fiduciary Net Position, Beginning	52,293,723	51,419,640	43,270,388
Fiduciary Net Position, Ending (b)	62,639,563	52,293,723	51,419,640
Net pension liability = (a)-(b)	$ 15,572,214	$ 19,687,608	$ 14,634,709
Fiduciary Net Position as a Percentage of Total Pension Liability	80.09%	72.65%	77.84%
Covered Payroll	$ 19,722,641	$ 18,896,766	$ 17,603,310
Net Pension Liability as a Percentage of Covered Payroll	78.96%	104.19%	83.14%

Note: GASB Statement No. 68 requires 10 years of data to be provided in this schedule. As of year-end, all years are not available. Additional years will be added in the future as the information becomes available.

2016	2015	2014
$ 2,855,745	$ 2,724,337	$ 2,558,743
3,763,562	3,556,428	3,245,266
139,216	120,434	(122,286)
-	59,193	-
(1,581,272)	(1,570,211)	(1,068,487)
5,177,251	4,890,181	4,613,236
55,119,232	50,229,051	45,615,815
$ 60,296,483	$ 55,119,232	$ 50,229,051
$ 2,627,335	$ 2,542,565	$ 2,403,929
1,152,864	1,095,260	1,077,097
2,602,572	53,742	1,841,586
(1,581,272)	(1,570,211)	(1,068,487)
(29,385)	(32,727)	(19,219)
(1,583)	(1,616)	(1,580)
4,770,531	2,087,013	4,233,326
38,499,857	36,412,844	32,179,518
43,270,388	38,499,857	36,412,844
$ 17,026,095	$ 16,619,375	$ 13,816,207
71.76%	69.85%	72.49%
$ 16,478,620	$ 15,648,114	$ 15,389,154
103.32%	106.21%	89.78%

CITY OF SCHERTZ, TEXAS

SCHEDULE OF EMPLOYER CONTRIBUTIONS
TEXAS MUNICIPAL RETIREMENT SYSTEM

FOR THE YEAR ENDED SEPTEMBER 30, 2020

Fiscal Year Ended September 30,	**2020**	**2019**
Actuarially determined contribution	$ 3,235,479	$ 3,129,413
Contributions in relation to the actuarially determined contribution	3,235,479	3,129,413
Contribution deficiency (excess)	-	-
Covered payroll	20,401,412	19,520,269
Contributions as a percentage of covered payroll	15.86%	16.03%

Note: GASB Statement No. 68 requires 10 years of data to be provided in this schedule. As of year-end, all years are not available. Additional years will be added in the future as the information becomes available.

NOTES TO SCHEDULE OF CONTRIBUTIONS

Valuation Date:

Actuarially determined contribution rates are calculated as of December 31st and become effective on January 1st, 13 months and a day later.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial cost method	Entry age normal
Amortization method	Level percentage of payroll, closed
Remaining amortization period	26 years
Asset valuation method	10 year smoothed market; 12% soft corridor
Inflation	2.50%
Salary increases	3.50% to 11.50% including inflation
Investment rate of return	6.75%
Retirement age	Experience-based table of rates that are specific to the City's plan of benefits. Last updated for the 2019 valuation pursuant to an experience study of the period 2014-2018.
Mortality	Post-retirement: 2019 Municpal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP. Pre-retirement: PUB(10) mortality tables, with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis with scale UMP.

2018	2017	2016	2015
$ 2,971,592	$ 2,756,511	$ 2,592,593	$ 2,487,856
2,971,592	2,756,511	2,592,593	2,487,856
-	-	-	-
18,605,654	17,347,849	16,175,988	15,486,735
15.97%	15.89%	16.03%	16.06%

CITY OF SCHERTZ, TEXAS

SCHEDULE OF CHANGES IN TMRS OTHER POST-EMPLOYMENT BENEFIT LIABILITY
AND RELATED RATIOS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

Measurement Date December 31,	**2019**	**2018**	**2017**
Total OPEB liability			
Service cost	$ 33,528	$ 37,794	$ 29,926
Interest on total OPEB liability	26,904	21,182	20,123
Differences in actuarial experience	(105,282)	86,276	-
Change of assumptions	148,494	(54,027)	57,257
Benefit payments	(3,945)	(3,779)	(3,521)
Net change in total OPEB liability	99,699	87,446	103,785
Total OPEB liability, beginning	710,387	622,941	519,156
Total OPEB liability, ending (a)	$ 810,086	$ 710,387	$ 622,941
Covered-employee payroll	$ 19,722,641	$ 18,896,766	$ 17,603,310
Total OPEB liability as a percentage of covered-employee payroll	4.11%	3.76%	3.54%

Note: 10 years of data is required to be provided in this schedule. As of year-end, all years are not available. Additional years will be added in the future as the information becomes available.

NOTES TO SCHEDULE

Valuation Date:
Actuarially determined contribution rates are calculated as of December 31st and become effective on January 1st, 13 months and a day later.

Methods and Assumptions Used to Determine Contribution Rates:

Inflation	2.50%
Salary increases	3.50% to 11.50% including inflation
Discount rate	2.75%
Administrative expenses	All administrative expenses are paid through the Pension Trust and accounted for under reporting requirements under GASB Statement No. 68.
Mortality rates - service retirees	2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP.
Mortality rates - disabled retirees	2019 Municipal Retirees of Texas Mortality Tables with a 4 year setforward for males and a 3 year set-forward for females. In addition, a 3.5% and 3% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the 3% floor.
Other information	No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement No. 75 to pay related benefits. Changes in actuarial assumptions reflect changes in the discount rate and, in 2019, changes in assumptions adopted from review of plan provisions.

CITY OF SCHERTZ, TEXAS

SCHEDULE OF CHANGES IN CITY RETIREE HEALTH OTHER POST-EMPLOYMENT BENEFIT LIABILITY AND RELATED RATIOS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

Measurement Date December 31,	**2020**	**2019**	**2018**
Total OPEB liability			
Service cost	$ 125,648	$ 121,821	$ 107,517
Interest on total OPEB liability	78,646	67,947	69,435
Difference in actuarial experience	(343,086)	14,962	
Change of assumptions	275,398	(81,106)	96,092
Benefit payments	(59,401)	(57,530)	(42,189)
Net change in total OPEB liability	77,205	66,094	230,855
Total OPEB liability, beginning	2,086,718	2,020,624	1,789,769
Total OPEB liability, ending (a)	$ 2,163,923	$ 2,086,718	$ 2,020,624
Covered payroll	$ 19,521,924	$ 18,974,951	$ 16,068,891
Total OPEB liability as a percentage of covered payroll	11.08%	11.00%	12.57%

Note: 10 years of data is required to be provided in this schedule. As of year-end, all years are not available. Additional years will be added in the future as the information becomes available.

NOTES TO SCHEDULE

Valuation Date: December 31, 2020

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial cost method	Individual entry-age
Discount rate	2.75% as of December 31, 2019
Inflation	2.50%
Salary increases	3.50% to 11.50% including inflation
Demographic assumptions	Based on the experience study covering the four-year period ending December 31, 2018 as conducted for the Texas Municipal Retirement System (TMRS).
Mortality	For healthy retirees, the gender-distinct 2019 Municipal Retirees of Texas mortality tables are used. The rates are projected on a fully generational basis using the ultimate mortality improvement rates in the MP tables to account for future mortality improvements.
Health care trend rates	Initial rate of 7.00% declining to an ultimate rate of 4.15% after 15 years.
Participation rates	For all non-Medicare retirees, 30% if retiring from age 50 to 59, and 35% if retiring from age 60 to 64.
Other information	The discount rate changed from 3.71% as of December 31, 2018 to 2.75% as of December 31, 2019. Additionally, the demographic assumptions were updated to reflect the 2019 TMRS Experience Study. Both the participation assumption and health care trend rates were updated to reflect the plan's anticipated experience.

SUPPLEMENTARY INFORMATION

Comparative Schedules – Governmental Funds

General Fund
Economic Development Corporation
Debt Service Fund
Capital Projects Fund

Combining Statements and Individual Fund Schedules - Nonmajor Governmental Funds

Hotel Occupancy Fund - will account for proceeds of hotel occupancy taxes to be used strictly for those kinds of programs that promote the tourism industry.

Park Fund - will account for revenues from developers' fees (in lieu of park land dedication), grants, and donations and is designed to monitor and manage improvement of the City's park system.

Tree Mitigation Fund - will account for revenues from permits, grants and donations to preserve and replace trees in the City.

Treasury Forfeitures Fund - will account for revenue received from drug related cases in conjunction with other law enforcement agencies within the jurisdiction of the U.S. Treasury department.

Justice Forfeitures Fund - will account for revenue received from drug related cases in conjunction with other law enforcement agencies within the jurisdiction of the US Department of Justice.

State Forfeitures Fund - will account for revenue received from drug related cases in conjunction with other law enforcement agencies within the jurisdiction of the State Forfeiture Program.

Library Advisory Board - to account for certain fees generated at the library to be used by the Board for general improvements to the Library.

Historical Committee Fund - will account for funds received for the preservation of the history of the City.

Capital Recovery Roadways Fund - to account for a fee assessed for capital recovery on new construction.

CITY OF SCHERTZ, TEXAS

COMPARATIVE BALANCE SHEETS
GENERAL FUND

SEPTEMBER 30, 2020
(WITH COMPARATIVE TOTALS FOR 2019)

	2020	2019
ASSETS		
Cash and cash equivalents	$ 11,379,721	$ 1,211,660
Investments	2,507,998	15,105,396
Receivables (net of allowances)		
Taxes	2,393,311	2,134,563
Accounts and other	3,381,019	1,775,482
Inventory	99,871	117,009
Prepaids	14,916	14,916
Restricted assets:		
Cash and cash equivalents	867,708	785,708
Total Assets	20,644,544	21,144,734
LIABILITIES		
Accounts payable	1,005,821	685,560
Accrued salaries and benefits	1,209,493	970,679
Customer deposits	7,040	22,251
Due to other governments	123,911	123,116
Due to other funds	16,139	16,139
Unearned revenues	39,159	33,314
Total Liabilities	2,401,563	1,851,059
DEFERRED INFLOWS OF RESOURCES		
Unavailable revenues	3,345,521	1,754,646
Total Deferred Inflows of Resources	3,345,521	1,754,646
FUND BALANCES		
Nonspendable for:		
Inventory	114,787	131,925
Restricted for:		
Police and public safety/municipal court	226,092	226,093
Municipal court	823,452	823,451
PEG capital fees	807,140	723,353
Animal control	33,408	33,408
Veterans	2,109	2,109
Scholarships	104,156	101,673
Committed for:		
Civic Center/CIED	687,780	687,779
Assigned for:		
Property replacement	891,319	891,321
Subsequent year's budget	1,081,160	4,689,305
Unassigned	10,126,057	9,228,612
Total Fund Balances	14,897,460	17,539,029
Total Liabilities, Deferred inflows of Resources, and Fund Balances	$ 20,644,544	$ 21,144,734

CITY OF SCHERTZ, TEXAS

COMPARATIVE SCHEDULES OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
GENERAL FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2020
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED 2019)

	2020	2019
REVENUES		
Taxes	$ 25,000,163	$ 23,488,223
Permits and fees	1,750,837	1,605,299
Service fees	1,724,150	1,909,300
Fines and fees	833,148	926,657
Intergovernmental	951,604	965,768
Investment earnings	300,369	489,051
Miscellaneous	559,393	684,882
Total Revenues	31,119,664	30,069,180
EXPENDITURES		
Current:		
General government	5,381,790	5,389,701
Public safety	15,324,530	13,926,364
Public environment	1,270,894	1,112,041
Parks and recreation	2,067,649	2,350,370
Cultural	1,034,435	998,445
Health	589,616	498,871
Administration	2,799,004	3,231,294
Capital outlay	1,175,241	649,055
Debt service:		
Principal	44,544	-
Total Expenditures	29,687,703	28,156,141
Excess (Deficiency) of Revenues Over Expenditures	1,431,961	1,913,039
OTHER FINANCING SOURCES (USES)		
Transfers out	(4,000,169)	(4,463)
Total Other Financing Sources (Uses)	(4,000,169)	(4,463)
NET CHANGE IN FUND BALANCE	(2,568,208)	1,908,576
FUND BALANCES - BEGINNING	17,465,668	15,630,453
FUND BALANCES - ENDING	$ 14,897,460	$ 17,539,029

CITY OF SCHERTZ, TEXAS

COMPARATIVE BALANCE SHEETS

ECONOMIC DEVELOPMENT CORPORATION

SEPTEMBER 30,2020
(WITH COMPARATIVE TOTALS FOR 2019)

	2020	2019
ASSETS		
Cash and cash equivalents	$ 22,032,946	$ 224,144
Investments	2,169,760	20,824,561
Receivables, net of allowances:		
Taxes	818,817	739,361
Accounts and other	7,949	8,448
Total Assets	25,029,472	21,796,514
LIABILITIES		
Accounts payable	4,010,846	19,258
Total Liabilities	4,010,846	19,258
FUND BALANCES		
Restricted for:		
Economic development	21,018,626	21,777,256
Total Fund Balances	21,018,626	21,777,256
Total Liabilities and Fund Balances	$ 25,029,472	$ 21,796,514

CITY OF SCHERTZ, TEXAS

COMPARATIVE SCHEDULES OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
ECONOMIC DEVELOPMENT CORPORATION

FOR THE YEAR ENDED SEPTEMBER 30, 2020
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED 2019)

	2020	2019
REVENUES		
Taxes	$ 4,819,288	$ 4,172,238
Investment earnings	288,740	452,214
Miscellaneous	-	196,003
Total Revenues	5,108,028	4,820,455
EXPENDITURES		
Current:		
General government	4,886,456	358,810
Administration	480,202	496,357
Total Expenditures	5,366,658	855,167
Excess (Deficiency) of Revenues Over (Under) Expenditures	(258,630)	3,965,288
OTHER FINANCING SOURCES (USES)		
Transfers out	(500,000)	-
Total Other Financing Sources (Uses)	(500,000)	-
NET CHANGE IN FUND BALANCE	(758,630)	3,965,288
FUND BALANCES - BEGINNING	21,777,256	17,811,968
FUND BALANCES - ENDING	$ 21,018,626	$ 21,777,256

CITY OF SCHERTZ, TEXAS

COMPARATIVE BALANCE SHEETS
DEBT SERVICE FUND

SEPTEMBER 30, 2020
(WITH COMPARATIVE TOTALS FOR 2019)

	2020	2019
ASSETS		
Cash and cash equivalents	$ 785,919	$ 91,510
Investments	-	910,716
Receivables, net of allowances:		
Taxes	120,816	82,682
Total Assets	906,735	1,084,908
DEFERRED INFLOWS OF RESOURCES		
Unavailable revenues	120,816	82,682
Total Deferred Inflows of Resources	120,816	82,682
FUND BALANCES		
Restricted for:		
Debt service	785,919	1,002,226
Total Fund Balances	785,919	1,002,226
Total Deferred Inflows of Resources and Fund Balances	$ 906,735	$ 1,084,908

CITY OF SCHERTZ, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
DEBT SERVICE FUND
BUDGET AND ACTUAL

FOR THE YEAR ENDED SEPTEMBER 30, 2020

(WITH COMPARATIVE ACTUAL TOTALS FOR 2019)

	Original Budget	Final Budget	2020 Actual Amounts	Variance With Final Budget Positive (Negative)	2019 Actual Amounts
REVENUES					
Property taxes	$ 6,733,000	$ 6,733,000	$ 6,714,516	$(18,484)	$ 6,414,868
Investment income	50,000	50,000	19,900	(30,100)	70,318
Miscellaneous	100,000	100,000	75,000	(25,000)	100,277
Total Revenue	6,883,000	6,883,000	6,809,416	(73,584)	6,585,463
EXPENDITURES					
Debt service:					
Principal	4,952,413	4,952,413	4,885,000	67,413	4,565,000
Interest and fiscal charges	2,069,590	2,069,590	2,136,523	(66,933)	2,069,215
Bond issue costs	5,000	5,000	4,200	800	120,869
Payment to refunded bond escrow agent	-	-	-	-	5,489,912
Total Expenditures	7,027,003	7,027,003	7,025,723	1,280	12,244,996
Excess (Deficiency) of Revenues over Expenditures	(144,003)	(144,003)	(216,307)	(74,864)	(5,659,533)
OTHER FINANCING SOURCES (USES)					
Issuance of refunding debt	-	-	-	-	5,225,000
Premiums from issuance of debt	-	-	-	-	336,901
Total Other Financing Sources (Uses)	-	-	-	-	5,561,901
NET CHANGE IN FUND BALANCE	(144,003)	(144,003)	(216,307)	(72,304)	(97,632)
FUND BALANCE - BEGINNING	1,002,226	1,002,226	1,002,226	-	1,099,858
FUND BALANCE - ENDING	$ 858,223	$ 858,223	$ 785,919	$(72,304)	$ 1,002,226

CITY OF SCHERTZ, TEXAS

COMPARATIVE BALANCE SHEETS
CAPITAL PROJECTS FUND

SEPTEMBER 30, 2020
(WITH COMPARATIVE TOTALS FOR 2019)

	2020	2019
ASSETS		
Cash and cash equivalents	$ 10,677,080	$ 34,120
Investments	-	14,147,499
Accounts receivable	-	52,248
Total Assets	10,677,080	14,233,867
LIABILITIES		
Accounts payable	428,387	825,769
Retainage payable	111,135	293,788
Total Liabilities	539,522	1,119,557
FUND BALANCES		
Restricted for:		
Capital improvement	6,065,616	13,114,310
Total Fund Balances	6,065,616	13,114,310
Total Liabilities and Fund Balance	$ 6,605,138	$ 14,233,867

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CITY OF SCHERTZ, TEXAS

COMPARATIVE SCHEDULES OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
CAPITAL PROJECTS FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2020

(WITH COMPARTIVE TOTALS FOR THE YEAR ENDED 2019)

	2020	2019
REVENUES		
Intergovernmental	$ -	$ 91,913
Investment earnings	154,977	382,850
Miscellaneous	132,901	-
Total Revenues	287,878	474,763
EXPENDITURES		
Capital outlay	7,837,991	8,308,326
Debt service:		
Bond issue costs	-	68,213
Total Expenditures	7,837,991	8,376,539
Excess (Deficiency) of Revenues Over Expenditures	(7,550,113)	(7,901,776)
OTHER FINANCING SOURCES (USES)		
Issuance of debt	-	4,620,000
Premiums from issuance of debt	-	303,214
Transfers in	4,500,000	117,632
Transfers out	-	(81,525)
Total Other Financing Sources (Uses)	4,500,000	4,959,321
NET CHANGE IN FUND BALANCE	(3,050,113)	(2,942,455)
FUND BALANCES - BEGINNING	13,187,671	16,056,765
FUND BALANCES - ENDING	$ 10,137,558	$ 13,114,310

CITY OF SCHERTZ, TEXAS

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS

SEPTEMBER 30, 2020

	Special Revenue Funds			
	Hotel Occupancy Fund	Park Fund	Tree Mitigation	Treasury Forfeitures
ASSETS				
Cash and cash equivalents	$ 2,084,939	$ 292,236	$ 464,828	$ 32,560
Accounts receivable, net of allowance	31,525	-	-	-
Total Assets	2,116,464	292,236	464,828	32,560
LIABILITIES				
Accounts payable	-	-	1,600	-
Total Liabilities	-	-	1,600	-
FUND BALANCES				
Restricted for:				
Tourism development	2,116,464	-	-	-
Tree mitigation	-	-	463,228	-
Parks	-	292,236	-	-
Police forfeiture	-	-	-	32,560
Roadways	-	-	-	-
Library	-	-	-	-
Historical committee	-	-	-	-
Total Fund Balances	2,116,464	292,236	463,228	32,560
Total Liabilities and Fund Balances	$ 2,116,464	$ 292,236	$ 464,828	$ 32,560

Special Revenue Funds				Capital Projects Fund	
Justice Forfeitures	State Forfeitures	Library Advisory Board	Historical Committee Fund	Capital Recovery Roadways	Total Nonmajor Governmental Funds
$ 210,453	$ 12,774	$ 75,103	$ 13,705	$ 937,627	$ 4,124,225
-	-	-	-	-	31,525
210,453	12,774	75,103	13,705	937,627	4,155,750
-	-	59	-	-	1,659
-	-	59	-	-	1,659
-	-	-	-	-	2,116,464
-	-	-	-	-	463,228
-	-	-	-	-	292,236
210,453	12,774	-	-	-	255,787
-	-	-	-	937,627	937,627
-	-	75,044	-	-	75,044
-	-	-	13,705	-	13,705
210,453	12,774	75,044	13,705	937,627	4,154,091
$ 210,453	$ 12,774	$ 75,103	$ 13,705	$ 937,627	$ 4,155,750

CITY OF SCHERTZ, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Special Revenue Funds			
	Hotel Occupancy Fund	Park Fund	Tree Mitigation	Treasury Forfeiture
REVENUES				
Occupancy tax	$ 268,946	$ -	$ -	$ -
Permits and fees	-	4,000	52,427	-
Service fees	-	-	-	-
Fines and fees	-	-	-	4,400
Investment earnings	26,224	3,325	5,569	-
Miscellaneous	-	1	500	-
Total Revenues	295,170	7,326	58,496	4,400
EXPENDITURES				
Current:				
General government	95,954	-	-	-
Public safety	-	-	-	-
Parks and recreation	-	5,760	28,674	-
Cultural	-	-	-	-
Administration	74,428	-	-	-
Capital outlay	223,189	-	-	-
Total Expenditures	393,571	5,760	28,674	-
Excess (Deficiency) of Revenue Over Expenditures	(98,401)	1,566	29,822	4,400
OTHER FINANCING SOURCES (USES)				
Transfer in	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
NET CHANGE IN FUND BALANCES	(98,401)	1,566	29,822	4,400
FUND BALANCES - BEGINNING	2,214,865	290,670	433,406	28,160
FUND BALANCES - ENDING	$ 2,116,464	$ 292,236	$ 463,228	$ 32,560

Special Revenue Funds				Capital Projects Fund	
Justice Forfeitures	State Forfeitures	Library Advisory Board	Historical Committee Fund	Capital Recovery Roadways	Total Nonmajor Governmental Funds
$ -	$ -	$ -	$ -	$ -	$ 268,946
-	-	-	-	-	56,427
-	-	9,204	43	850,201	859,448
35,444	7,665	-	-	-	47,509
2,747	-	850	-	1,973	40,688
-	-	4	-	-	505
38,191	7,665	10,058	43	852,174	1,273,523
-	-	-	169	-	96,123
42,063	-	-	-	-	42,063
-	-	-	-	-	34,434
-	-	10,456	-	-	10,456
-	-	-	-	-	74,428
40,465	-	-	-	-	263,654
82,528	-	10,456	169	-	521,158
(44,337)	7,665	(398)	(126)	852,174	752,365
-	-	-	169	-	169
-	-	-	169	-	169
(44,337)	7,665	(398)	43	852,174	752,534
254,790	5,109	75,442	13,662	85,453	3,401,557
$ 210,453	$ 12,774	$ 75,044	$ 13,705	$ 937,627	$ 4,154,091

CITY OF SCHERTZ, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
HOTEL OCCUPANCY FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2020

(WITH COMPARATIVE ACTUAL TOTALS FOR 2019)

	Original Budget	Final Budget	2020 Actual Amounts	Variance With Final Budget Positive (Negative)	2019 Actual Amounts
REVENUES					
Occupancy tax	$ 500,000	$ 500,000	$ 268,946	$(231,054)	$ 514,679
Investment earnings	53,000	53,000	26,224	(26,776)	48,015
Miscellaneous	-	-	-	-	3,071
Total Revenues	553,000	553,000	295,170	(257,830)	565,765
EXPENDITURES					
Current:					
General government	181,466	181,466	95,954	85,512	130,265
Administration	74,428	74,428	74,428	-	67,582
Capital outlay	250,000	250,000	223,189	26,811	-
Total Expenditures	505,894	505,894	393,571	112,323	197,847
NET CHANGE IN FUND BALANCE	47,106	47,106	(98,401)	(145,507)	367,918
FUND BALANCE - BEGINNING	2,214,865	2,214,865	2,214,865	-	1,846,947
FUND BALANCE - ENDING	$ 2,261,971	$ 2,261,971	$ 2,116,464	$(145,507)	$ 2,214,865

CITY OF SCHERTZ, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
PARK FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2020

(WITH COMPARATIVE ACTUAL TOTALS FOR 2019)

	Original Budget	Final Budget	2020 Actual Amounts	Variance With Final Budget Positive (Negative)	2019 Actual Amounts
REVENUES					
Licenses and permits	$ 70,000	$ 70,000	$ 4,000	$(66,000)	$ 11,000
Investment earnings	8,000	8,000	3,325	(4,675)	7,600
Investment earnings	-	-	1	1	7,600
Total Revenues	78,000	78,000	7,326	(70,674)	18,600
EXPENDITURES					
Current:					
Parks and recreation	-	-	5,760	(5,760)	15,250
Capital outlay	177,000	177,000	-	177,000	86,841
Total Expenditures	177,000	177,000	5,760	171,240	102,091
NET CHANGE IN FUND BALANCE	(99,000)	(99,000)	1,566	100,566	(83,491)
FUND BALANCE - BEGINNING	290,670	290,670	290,670	-	374,161
FUND BALANCE - ENDING	$ 191,670	$ 191,670	$ 292,236	$ 100,566	$ 290,670

CITY OF SCHERTZ, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
TREE MITITGATION FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2020
(WITH COMPARATIVE ACTUAL TOTALS FOR 2019)

	Original Budget	Final Budget	2020 Actual Amounts	Variance With Final Budget Positive (Negative)	2019 Actual Amounts
REVENUES					
Licenses and permits	$ 70,000	$ 70,000	$ 52,427	$(17,573)	$ 19,162
Investment earnings	8,750	8,750	5,569	(3,181)	10,306
Miscellaneous	-	-	500	500	-
Total Revenues	78,750	78,750	58,496	(20,254)	29,468
EXPENDITURES					
Current:					
Parks and recreation	-	75,000	28,674	46,326	27,867
Total Expenditures	-	75,000	28,674	46,326	27,867
NET CHANGE IN FUND BALANCE	78,750	3,750	29,822	26,072	1,601
FUND BALANCE - BEGINNING	433,406	433,406	433,406	-	431,805
FUND BALANCE - ENDING	$ 512,156	$ 437,156	$ 463,228	$ 26,072	$ 433,406

CITY OF SCHERTZ, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

TREASURY FORFEITURES FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2020
(WITH COMPARATIVE TOTALS FOR 2019)

	2020	2019
REVENUES		
Fines and fees	$ 4,400	$ 900
Investment earnings	-	-
Total Revenues	4,400	900
EXPENDITURES		
Capital outlay	-	206
Total Expenditures	-	206
NET CHANGE IN FUND BALANCE	4,400	694
FUND BALANCE - BEGINNING	28,160	27,466
FUND BALANCE - ENDING	$ 32,560	$ 28,160

CITY OF SCHERTZ, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
JUSTICE FORFEITURES FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2020

(WITH COMPARATIVE ACTUAL TOTALS FOR 2019)

	Original Budget	Final Budget	2020 Actual Amounts	Variance With Final Budget Positive (Negative)	2019 Actual Amounts
REVENUES					
Fines and fees	$ -	$ -	$ 35,444	$ 35,444	$ 23,509
Investment earnings	-	-	2,747	2,747	6,600
Total Revenues	-	-	38,191	38,191	30,109
EXPENDITURES					
Current:					
Public safety	-	-	42,063	(42,063)	50,306
Capital outlay	-	-	40,465	(40,465)	39,144
Total Expenditures	-	-	82,528	(82,528)	89,450
NET CHANGE IN FUND BALANCE	-	-	(44,337)	(44,337)	(59,341)
FUND BALANCE - BEGINNING	254,790	254,790	254,790	-	314,131
FUND BALANCE - ENDING	$ 254,790	$ 254,790	$ 210,453	$(44,337)	$ 314,131

CITY OF SCHERTZ, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

STATE FORFEITURES FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2020
(WITH COMPARATIVE TOTALS FOR 2019)

	2020	2019
REVENUES		
Fines and fees	$ 7,665	$ 2,548
Investment earnings	-	-
Total Revenues	7,665	2,548
EXPENDITURES		
Current:		
Public safety	-	8,773
Total Expenditures	-	8,773
NET CHANGE IN FUND BALANCE	7,665	(6,225)
FUND BALANCE - BEGINNING	5,109	11,334
FUND BALANCE - ENDING	$ 12,774	$ 5,109

CITY OF SCHERTZ, TEXAS

SCHEDULE OF REVENUES, EXPEDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
LIBRARY ADVISORY BOARD

FOR THE YEAR ENDED SEPTEMBER 30, 2020

(WITH COMPARATIVE ACTUAL TOTALS FOR 2019)

	Original Budget	Final Budget	2020 Actual Amounts	Variance With Final Budget Positive (Negative)	2019 Actual Amounts
REVENUES					
Service fees	$ 20,000	$ 20,000	$ 9,204	$(10,796)	$ 21,365
Investment earnings	1,550	1,550	850	(700)	1,853
Miscellaneous	200	200	4	(196)	7
Total Revenues	21,750	21,750	10,058	(11,692)	23,225
EXPENDITURES					
Current:					
Cultural	21,200	21,200	10,456	10,744	19,664
Total Expenditures	21,200	21,200	10,456	10,744	19,664
NET CHANGE IN FUND BALANCE	550	550	(398)	(948)	3,561
FUND BALANCE - BEGINNING	75,442	75,442	75,442	-	71,881
FUND BALANCE - ENDING	$ 75,992	$ 75,992	$ 75,044	$(948)	$ 75,442

CITY OF SCHERTZ, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
HISTORICAL COMMITTEE FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2020
(WITH COMPARATIVE ACTUAL TOTALS FOR 2019)

	Original Budget	Final Budget	2020 Actual Amounts	Variance With Final Budget Positive (Negative)	2019 Actual Amounts
REVENUES					
Sale of merchandise	$ 1,000	$ 1,000	$ 43	$(957)	$ 708
Miscellaneous	-	-	-	-	17
Total Revenues	1,000	1,000	43	(957)	725
EXPENDITURES					
Current:					
General government	11,750	11,750	169	11,581	2,871
Total Expenditures	11,750	11,750	169	11,581	2,871
Excess of Revenues Over Expenditures	(10,750)	(10,750)	(126)	10,624	(2,146)
OTHER FINANCING SOURCES (USES)					
Transfers in	10,750	10,750	169	(10,581)	2,871
Total Other Financing Sources (Uses)	10,750	10,750	169	(10,581)	2,871
NET CHANGE IN FUND BALANCE	-	-	43	43	725
FUND BALANCE - BEGINNING	13,662	13,662	13,662	-	12,937
FUND BALANCE - ENDING	$ 13,662	$ 13,662	$ 13,705	$ 43	$ 13,662

CITY OF SCHERTZ, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

CAPITAL RECOVERY ROADWAYS

FOR THE YEAR ENDED SEPTEMBER 30, 2020
(WITH COMPARATIVE TOTALS FOR 2019)

	2020	2019
REVENUES		
Service fees	$ 850,201	$ 138,920
Investment earnings	1,973	1,451
Total Revenues	852,174	140,371
OTHER FINANCING SOURCES (USES)		
Transfers out	-	(116,040)
Total Other Financing Sources (Uses)	-	(116,040)
NET CHANGE IN FUND BALANCE	852,174	24,331
FUND BALANCE - BEGINNING	85,453	61,122
FUND BALANCE - ENDING	$ 937,627	$ 85,453

STATISTICAL SECTION

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STATISTICAL SECTION
(Unaudited)

This part of the City of Schertz, Texas Comprehensive Annual Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

Contents	**Page**
Financial Trends These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.	86 – 95
Revenue Capacity These schedules contain information to help the reader assess the City's most significant local revenue sources.	96 - 104
Debt Capacity These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.	105 - 110
Demographic and Economic Information These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.	111 - 114
Operating Information These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.	115 - 120

CITY OF SCHERTZ, TEXAS

NET POSITION BY COMPONENT

LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)
(UNAUDITED)

	Fiscal Year			
	2011	2012	2013	2014
Governmental activities				
Net investment in capital assets	$ 55,415,699	$ 56,616,809	$ 57,543,618	$ 62,792,671
Restricted	2,089,971	1,917,098	7,788,354	10,401,728
Unrestricted	7,370,101	8,907,326	6,645,418	8,613,239
Total Governmental Activities Net Position	$ 64,875,771	$ 67,441,233	$ 71,977,390	$ 81,807,638
Business-type activities				
Net investment in capital assets	$ 51,838,589	$ 50,161,157	$ 53,071,836	$ 53,674,437
Restricted	-	-	-	-
Unrestricted	7,441,722	11,577,645	11,902,282	16,450,988
Total Business-Type Activities Net Position	$ 59,280,311	$ 61,738,802	$ 64,974,118	$ 70,125,425
Primary government				
Net investment in capital assets	$ 107,254,288	$ 106,777,966	$ 110,615,454	$ 116,467,108
Restricted	2,089,971	1,917,098	7,788,354	10,401,728
Unrestricted	14,811,823	20,484,971	18,547,700	25,064,227
Total Primary Government Net Position	$ 124,156,082	$ 129,180,035	$ 136,951,508	$ 151,933,063

Fiscal Year					
2015	2016	2017	2018	2019	2020
$ 68,125,738	$ 74,237,004	$ 84,537,238	$ 89,266,885	$ 89,869,766	$ 88,959,102
13,343,280	17,095,325	20,437,116	23,391,047	28,088,355	28,664,438
1,640,519	2,231,341	1,673,567	2,351,236	2,920,717	4,157,801
$ 83,109,537	$ 93,563,670	$ 106,647,921	$ 115,009,168	$ 120,878,838	$ 121,781,341
$ 59,625,205	$ 64,210,231	$ 70,361,035	$ 64,871,629	$ 68,271,075	$ 75,969,319
-	-	10,565,463	12,626,526	13,232,638	15,071,599
14,243,922	15,737,470	20,781,291	20,870,671	33,254,008	30,570,717
$ 73,869,127	$ 79,947,701	$ 101,707,789	$ 98,368,826	$ 114,757,721	$ 121,611,635
$ 127,750,943	$ 138,447,235	$ 154,898,273	$ 154,138,514	$ 158,140,841	$ 164,928,421
13,343,280	17,095,325	20,437,116	23,391,047	41,320,993	43,736,037
15,884,441	17,968,811	22,454,858	35,848,433	36,174,725	34,728,518
$ 156,978,664	$ 173,511,371	$ 197,790,247	$ 213,377,994	$ 235,636,559	$ 243,392,976

CITY OF SCHERTZ, TEXAS

CHANGE IN NET POSITION
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)
(UNAUDITED)

	Fiscal Year			
	2011	2012	2013	2014
Expenses				
Governmental activities:				
General government	$ 8,112,954	$ 7,802,092	$ 7,066,087	$ 6,958,530
Public safety	8,390,740	9,103,676	9,567,595	10,025,703
Public environment	3,152,119	3,586,087	3,622,834	3,740,538
Parks and recreation	1,673,098	1,584,605	1,807,559	1,807,136
Cultural	876,339	916,967	907,676	870,159
Health	374,516	357,658	344,647	407,114
Administration	1,321,055	1,117,044	1,180,656	1,942,312
Interest and other fees	2,251,472	2,302,912	3,340,951	2,352,856
Total Governmental Activities Expenses	26,152,293	26,771,041	27,838,005	28,104,348
Business-type activities:				
Water and sewer	15,280,871	16,349,967	16,954,871	17,762,116
EMS	3,659,031	3,758,425	3,959,445	4,268,125
Total Business-Type Activities Expenses	18,939,902	20,108,392	20,914,316	22,030,241
Total Primary Government Expenses	45,092,195	46,879,433	48,752,321	50,134,589
Program Revenues				
Governmental activities:				
Charges for services:				
General government	1,495,563	2,286,488	2,230,800	1,974,637
Public safety	2,815,029	2,216,385	2,516,547	2,536,476
Public environment	-	-	-	-
Parks and recreation	524,443	541,512	721,222	917,639
Cultural	228,242	279,267	305,932	309,897
Health	39,743	36,746	38,149	32,429
Operating grants and contributions	717,105	764,997	234,084	220,264
Capital grants and contributions	2,998,115	1,178,573	1,531,740	5,756,456
Total Governmental Activities Program Revenues	8,818,240	7,303,968	7,578,474	11,747,798
Business-type activities:				
Charges for services:				
Water and sewer	17,073,075	17,411,568	17,696,327	19,147,872
EMS	3,564,852	3,561,114	4,459,600	4,533,753
Capital grants and contributions	2,175,889	828,853	1,301,235	2,809,110
Total Business-Type Activities Program Revenues	22,813,816	21,801,535	23,457,162	26,490,735
Total Primary Government Program Revenues	31,632,056	29,105,503	31,035,636	38,238,533
Net (expense) revenue:				
Governmental activities	(17,334,053)	(19,467,073)	(20,259,531)	(16,356,550)
Business-type activities	3,873,914	1,693,143	2,542,846	4,460,494
Total Primary Government Net Expense	(13,460,139)	(17,773,930)	(17,716,685)	(11,896,056)

TABLE 2

Fiscal Year					
2015	2016	2017	2018	2019	2020
$ 6,443,227	$ 6,557,778	$ 6,253,926	$ 7,421,918	$ 6,534,013	$ 10,310,363
10,836,712	12,141,968	13,061,120	13,899,278	15,448,886	16,575,191
3,876,644	4,147,653	4,460,540	4,930,723	5,495,192	8,825,099
2,164,604	2,034,964	2,859,974	2,707,292	3,022,278	3,012,134
892,194	954,871	1,004,747	1,042,085	1,119,650	1,089,564
470,468	570,204	776,494	724,780	516,890	596,288
1,845,877	1,954,276	3,052,102	3,067,983	3,853,255	3,419,407
2,226,635	2,240,783	2,355,714	2,125,687	2,196,180	2,028,065
28,756,361	30,602,497	33,824,617	35,919,746	38,186,344	45,856,111
18,440,959	20,269,111	21,346,078	23,579,854	25,608,390	24,349,219
4,719,526	5,004,110	6,006,178	6,110,407	6,529,631	6,051,296
23,160,485	25,273,221	27,352,256	29,690,261	32,138,021	30,400,515
51,916,846	55,875,718	61,176,873	65,610,007	70,324,365	76,256,626
1,840,547	1,507,252	874,737	1,013,698	947,538	836,246
2,603,476	2,415,537	4,131,548	4,104,911	3,177,329	3,276,129
-	-	-	-	138,920	850,201
794,003	788,727	544,460	640,231	484,495	331,174
325,178	326,079	330,412	313,668	311,575	299,944
26,744	30,308	29,742	27,930	21,101	26,304
336,252	342,485	552,878	776,942	692,042	2,113,673
5,509,530	6,227,664	10,043,483	4,744,489	1,319,793	531,096
11,435,730	11,638,052	16,507,260	11,621,869	7,092,793	8,264,767
20,700,369	22,003,794	25,390,713	27,099,237	27,333,475	29,709,279
4,415,126	5,921,223	6,366,894	6,092,559	6,596,618	6,114,891
4,158,552	2,831,126	6,111,474	3,132,348	1,975,524	292,408
29,274,047	30,756,143	37,869,081	36,324,144	35,905,617	36,116,578
40,709,777	42,394,195	54,376,341	47,946,013	42,998,410	44,381,345
(17,320,631)	(18,964,445)	(17,317,357)	(24,297,877)	(31,093,551)	(37,591,344)
6,113,562	5,482,922	10,516,825	6,633,883	3,767,596	5,716,063
(11,207,069)	(13,481,523)	(6,800,532)	(17,663,994)	(27,325,955)	(31,875,281)

CITY OF SCHERTZ, TEXAS

CHANGE IN NET POSITION
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)
(UNAUDITED)

	Fiscal Year			
	2011	2012	2013	2014
General Revenues and Other Changes in Net Position				
Governmental activities:				
Taxes				
Ad valorem	$ 10,280,768	$ 11,298,204	$ 12,359,146	$ 12,794,172
Sales	7,054,394	7,968,212	9,637,097	10,553,382
Franchise fees	1,542,046	1,647,712	1,681,079	2,073,162
Hotel/motel	391,181	470,290	503,267	552,570
Mixed drink	33,630	28,586	30,421	39,917
Bingo	2,173	-	-	-
Investment income	48,235	60,265	54,270	43,279
Miscellaneous	316,840	621,560	505,268	180,316
Transfers	84,235	(62,294)	25,140	(50,000)
Total Governmental Activities	19,753,502	22,032,535	24,795,688	26,186,798
Business-type activities:				
Interest and investment earnings	37,950	36,409	53,089	31,810
Miscellaneous	457,094	666,645	664,521	609,003
Transfers	(84,235)	62,294	(25,140)	50,000
Total Business-Type Activities	410,809	765,348	692,470	690,813
Total Primary Government	20,164,311	22,797,883	25,488,158	26,877,611
Change in Net Position				
Governmental activities	2,419,449	2,565,462	4,536,157	9,830,248
Business-type activities	4,284,723	2,458,491	3,235,316	5,151,307
Total Primary Government	$ 6,704,172	$ 5,023,953	$ 7,771,473	$ 14,981,555

Source: City financial statements

TABLE 2

Fiscal Year					
2015	2016	2017	2018	2019	2020
$ 14,139,037	$ 15,131,997	$ 16,166,006	$ 17,018,950	$ 19,151,005	$ 19,844,912
10,315,125	10,921,489	10,844,503	12,668,555	12,506,879	14,432,152
2,263,783	2,250,815	2,208,373	2,393,182	2,357,150	2,305,225
563,734	544,871	499,466	520,424	514,679	268,946
43,656	43,073	42,699	43,395	60,518	70,139
-	-	-	-	-	-
56,820	187,847	448,408	909,985	1,470,258	804,674
197,881	309,275	182,754	283,496	984,257	767,799
(42,235)	29,211	9,399	19,186	(81,525)	-
27,537,801	29,418,578	30,401,608	33,857,173	36,963,221	38,493,847
47,728	102,642	211,466	532,367	855,216	431,555
344,731	522,221	475,733	453,374	267,788	706,296
42,235	(29,211)	(9,399)	(19,186)	81,525	-
434,694	595,652	677,800	966,555	1,204,529	1,137,851
27,972,495	30,014,230	31,079,408	34,823,728	38,167,750	39,631,698
10,217,170	10,454,133	13,084,251	9,559,296	5,869,670	902,503
6,548,256	6,078,574	11,194,625	7,600,438	4,972,125	6,853,914
$ 16,765,426	$ 16,532,707	$ 24,278,876	$ 17,159,734	$ 10,841,795	$ 7,756,417

CITY OF SCHERTZ, TEXAS

FUND BALANCES OF GOVERNMENTAL FUNDS

LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)
(UNAUDITED)

	2011	2012	2013	2014
Nonspendable Fund Balance:				
Inventory	$ 43,504	$ 63,556	$ 50,768	$ 88,518
Prepaid items	-	2,367	754,443	21,735
Note receivable	120,080	120,080	120,080	-
Total Nonspendable Fund Balance	163,584	186,003	925,291	110,253
Restricted Fund Balance:				
Police and public safety	403,799	338,118	496,890	529,264
Municipal court	459,244	527,513	646,422	628,459
PEG capital fees	317,453	409,870	456,175	489,509
Capital improvement	10,219,300	17,104,595	15,360,800	9,600,028
Debt service	117,250	227,674	517,199	625,435
Tourism development	301,517	390,561	470,250	501,996
Tree mitigation	173,999	217,600	157,659	359,205
Parks	84,329	90,718	136,647	304,655
Historical Committee & library	231,686	65,409	77,554	78,098
Economic Development Corporation	3,394,850	4,366,005	6,022,128	7,792,578
Animal control	-	-	-	-
Veterans	-	-	-	-
Scholarship	-	-	-	54,176
Total Restricted Fund Balance	15,703,427	23,738,063	24,341,724	20,963,403
Committed Fund Balance:				
Capital improvement	-	-	165,000	31,718
Total Nonspendable Fund Balance	-	-	165,000	31,718
Assigned Fund Balance:				
Property replacement	202,723	322,656	456,034	694,916
Special events	93,447	92,555	99,770	31,177
Capital improvement	162,113	243,546	145,167	-
Historical Committee	9,940	-	-	-
Subsequent year's budget	-	-	-	-
Youth activities	-	11,090	-	-
Total Assigned Fund Balance	468,223	669,847	700,971	726,093
Unassigned Fund Balance	1,899,105	2,560,667	4,206,734	5,587,262
Total Governmental Funds	$ 18,234,339	$ 27,154,580	$ 30,339,720	$ 27,418,729

Source: Balance Sheets - Governmental Funds in City's CAFRs.

2015	2016	2017	2018	2019	2020
$ 101,084	$ 107,529	$ 98,263	$ 94,876	$ 117,009	$ 99,871
16,000	112,974	-	-	14,916	14,916
-	-	-	-	-	-
117,084	220,503	98,263	94,876	131,925	114,787
494,337	555,722	514,931	454,773	514,152	481,879
683,558	714,609	728,350	728,350	823,451	823,452
509,535	577,590	638,506	723,353	723,353	807,140
8,924,587	11,665,693	16,915,997	16,117,887	13,199,763	7,003,243
847,178	1,311,577	1,450,082	1,099,858	1,002,226	785,919
848,969	1,186,062	1,503,873	1,846,947	2,214,865	2,116,464
331,149	340,386	331,913	431,805	433,406	463,228
341,551	441,606	367,812	374,161	290,670	292,236
76,787	75,420	77,137	84,818	89,104	88,749
9,821,747	12,227,179	15,069,421	17,811,968	21,777,256	21,018,626
-	18,667	35,660	35,660	33,408	33,408
-	4,985	4,796	4,796	2,109	2,109
60,944	63,048	77,458	84,989	101,673	104,156
22,940,342	29,182,544	37,715,936	39,799,365	41,205,436	34,020,609
-	342,519	454,376	454,376	687,779	4,759,722
-	342,519	454,376	454,376	687,779	4,759,722
785,005	752,503	854,198	854,198	891,321	891,319
6,657	6,743	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	2,226,359	4,689,305	1,081,160
-	-	-	-	-	-
791,662	759,246	854,198	3,080,557	5,580,626	1,972,479
7,280,240	8,509,467	9,976,169	12,548,013	9,228,612	10,126,057
$ 31,129,328	$ 39,014,279	$ 49,098,942	$ 55,977,187	$ 56,834,378	$ 50,993,654

CITY OF SCHERTZ, TEXAS

CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)
(UNAUDITED)

	2011	2012	2013	2014
Revenues				
Taxes	$ 19,309,675	$ 21,401,991	$ 24,181,863	$ 26,021,730
Permits and fees	1,776,292	1,363,461	1,609,954	1,805,047
Service fees	1,645,489	1,547,007	1,739,387	1,763,964
Fines and fees	1,452,610	2,027,613	1,927,744	1,750,311
Intergovernmental	1,216,211	1,000,413	492,332	221,769
Other revenue	603,498	969,921	767,110	671,731
Total Revenues	26,003,775	28,310,406	30,718,390	32,234,552
Expenditures				
Current:				
General government	7,164,667	7,094,834	6,311,276	5,981,439
Public safety	7,885,119	8,690,849	9,113,840	9,409,894
Public environment	846,150	976,327	951,528	1,012,607
Parks and recreation	1,195,171	1,398,692	1,412,329	1,338,232
Cultural	937,611	845,124	840,595	815,691
Health	360,746	346,318	341,961	394,918
Administration	1,506,831	1,249,557	1,289,078	2,270,041
Capital outlay	2,956,511	1,299,843	3,277,397	8,000,467
Debt service:				
Principal	2,371,070	2,704,898	3,217,325	3,695,597
Interest and fiscal charges	2,066,221	2,313,510	2,381,171	2,108,610
Bond issue costs	244,237	254,971	31,750	165,650
Payment to refund agent	-	-	-	-
Total Expenditures	27,534,334	27,174,923	29,168,250	35,193,146
Excess of Revenues Over (Under) Expenditures	(1,530,559)	1,135,483	1,550,140	(2,958,594)
Other Financing Sources (Uses)				
Bond & debt issuances	8,206,572	14,370,000	1,635,000	8,583,715
Refunding bond issuance	-	-	-	-
Premium (discount) on bond issue	283,000	175,473	-	686,137
Payment to refund agent	-	(6,698,421)	-	(9,182,250)
Transfer in	348,846	139,635	788,084	1,243,833
Transfer out	(264,611)	(201,929)	(788,084)	(1,293,832)
Net Other Financing Sources (Uses)	8,573,807	7,784,758	1,635,000	37,603
Net Change in Fund Balances	$ 7,043,248	$ 8,920,241	$ 3,185,140	$(2,920,991)
Debt Service as a Percentage of Noncapital Expenditures	17.4%	19.5%	21.6%	21.3%

Source: Statement of Revenues, Expenditures, and Changes in Fund Balance for Governmental Funds.

TABLE 4

2015	2016	2017	2018	2019	2020
$ 27,348,297	$ 28,865,727	$ 29,720,578	$ 32,632,702	$ 34,590,008	$ 36,802,913
1,731,302	1,493,336	2,540,045	2,557,056	1,635,461	1,807,264
1,797,151	1,789,321	2,132,299	2,159,193	2,070,293	2,583,598
1,534,588	1,441,474	1,217,621	1,049,989	953,614	880,657
393,607	401,494	397,073	609,131	1,057,681	951,604
689,805	1,741,436	1,897,153	1,761,285	2,454,515	1,572,473
33,494,750	35,732,788	37,904,769	40,769,356	42,761,572	44,598,509
5,582,441	5,657,998	5,394,918	6,327,133	5,881,647	10,364,369
10,158,401	11,048,767	11,870,636	12,728,222	13,985,443	15,366,593
952,663	1,007,326	1,128,979	1,136,052	1,112,041	1,270,894
1,658,197	1,528,356	1,885,915	1,697,872	2,393,487	2,102,083
821,146	869,162	921,870	955,153	1,018,109	1,044,891
404,008	480,175	672,934	628,054	498,871	589,616
2,056,646	2,015,573	2,912,855	3,015,239	3,795,233	3,353,634
2,314,668	10,192,398	5,492,196	7,708,625	9,083,572	9,276,886
3,918,008	4,040,975	4,473,174	4,744,116	4,565,000	4,929,544
2,112,746	1,896,911	2,113,679	2,099,190	2,069,215	2,136,523
7,992	449,358	214,280	129,417	189,082	4,200
-	-	-	-	5,489,912	-
29,986,916	39,186,999	37,081,436	41,169,073	50,081,612	50,439,233
3,507,834	(3,454,211)	823,333	(399,717)	(7,320,040)	(5,840,724)
245,000	10,750,000	8,870,000	4,887,829	4,620,000	-
-	4,185,000	-	6,035,000	5,225,000	-
-	590,432	381,931	269,212	640,115	-
-	(4,215,482)	-	(6,159,623)	-	-
989,120	863,583	438,803	777,487	120,503	4,500,169
(1,031,355)	(834,371)	(429,404)	(758,302)	(202,028)	(4,500,169)
202,765	11,339,162	9,261,330	5,051,603	10,403,590	-
$ 3,710,599	$ 7,884,951	$ 10,084,663	$ 4,651,886	$ 3,083,550	$(5,840,724)
21.3%	20.5%	20.4%	22.2%	17.3%	16.2%

CITY OF SCHERTZ, TEXAS

GOVERNMENTAL FUNDS TAX REVENUES BY SOURCE
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)
(UNAUDITED)

Fiscal Year	Property Tax	Sales & Use Tax	Franchise Tax	Mixed Beverage
2011	$ 10,286,251	$ 7,054,394	$ 1,542,046	$ 33,630
2012	11,287,191	7,968,212	1,647,712	28,586
2013	12,329,999	9,637,097	1,681,079	30,421
2014	12,802,668	10,553,382	2,073,162	39,917
2015	14,161,999	10,315,125	2,263,783	43,553
2016	15,105,480	10,921,489	2,250,815	43,072
2017	16,125,537	10,844,503	2,208,373	42,668
2018	17,007,148	12,668,555	2,393,182	43,384
2019	19,150,782	12,506,879	2,357,150	60,518
2020	19,726,451	14,432,152	2,305,225	70,139

Bingo	Hotel Occupancy	Total
$ 2,173	$ 391,181	$ 19,309,675
-	470,290	21,401,991
-	503,267	24,181,863
31	552,570	26,021,730
103	563,734	27,348,297
1	544,870	28,865,727
31	499,466	29,720,578
11	520,424	32,632,704
24	514,679	34,590,032
24	268,946	36,802,937

CITY OF SCHERTZ, TEXAS **TABLE 6**

TOTAL WATER AND SEWER CONSUMPTION AND RATES

LAST TEN FISCAL YEARS

Fiscal Year Ended September 30,	Total Water & Sewer Consumption (In Gallons)	Water & Sewer Base Rate	Water & Sewer Initial Rate Per 1,000 Gallons
2020	1,982,664,200	38.15	6.97
2019	1,622,930,500	37.15	6.84
2018	1,583,312,400	35.61	6.53
2017	1,583,462,300	34.35	6.21
2016	1,509,250,000	30.11	5.73
2015	1,472,948,300	26.54	5.43
2014	1,543,351,600	24.38	5.17
2013	1,550,039,700	22.69	4.84
2012	1,604,952,300	22.69	4.84
2011	1,676,323,900	22.69	4.75

CITY OF SCHERTZ, TEXAS **TABLE 7**

PRINCIPAL WATER AND SEWER CONSUMERS

LAST TEN FISCAL YEARS

	2020			2011		
TAXPAYERS	Total Water Consumption (In Gallons)	Rank	Percentage of Total City Water Consumption	Total Water Consumption (In Gallons)	Rank	Percentage of Total City Water Consumption
Caterpillar Inc.	169,429,600	1	8.55%			
Beck Readymix Concrete	117,018,500	2	5.90%	87,304,700	1	
Sycamore Creek Apartments	113,447,200	3	5.72%			0.00%
SA WFR Partners, LLC	84,070,100	4	4.24%	60,814,100	2	4.94%
IPT San Antonio Logistics CTR	82,032,700	5	4.14%			
Sebastian Apartments	76,545,800	6	3.86%	35,899,500	3	2.92%
Val Verde 6561	66,374,900	7	3.35%	27,988,600	5	
Sysco / Cooling Tower	65,618,600	8	3.31%			0.00%
Legacy Oaks Apartments	64,797,000	9	3.27%			
Pecan Grove TXLLC	61,635,700	10	3.11%	24,208,400	6	1.97%
Wal-Mart Supermarket #3391 spk				23,437,100	7	1.90%
Sedona Master Community, INC				29,971,700	4	2.43%
Lowe's Home Improvement Warehouse				22,409,900	8	1.82%
CCMA				22,123,100	9	1.80%
				20,585,900	10	1.67%
TOTAL	900,970,100		45.44%	354,743,000		19.45%
Total City Water Consumption	1,982,664,200			1,231,376,600		

CITY OF SCHERTZ, TEXAS **TABLE 8**

DIRECT AND OVERLAPPING PROPERTY TAX RATES

LAST TEN FISCAL YEARS
(UNAUDITED)

	City Direct Rates			Overlapping School Districts	
Fiscal Year	Basic Rate	Debt Service	Total	Schertz-Cibolo-Universal City ISD	Comal ISD
2020	0.3496	0.1650	0.5146	1.4200	1.3200
2019	0.3497	0.1649	0.5146	1.4900	1.3200
2018	0.3248	0.1662	0.4910	1.4900	1.3900
2017	0.3168	0.1743	0.4911	1.4700	1.3900
2016	0.3159	0.1752	0.4911	1.4900	1.3900
2015	0.3164	0.1810	0.4974	1.4900	1.3900
2014	0.3010	0.1964	0.4974	1.4900	1.4300
2013	0.2993	0.2006	0.4999	1.4600	1.4300
2012	0.2993	0.1850	0.4843	1.4350	1.4300
2011	0.2993	0.1500	0.4493	1.4350	1.3700

	Overlapping Counties					
	Bexar				Comal	Guadalupe
Fiscal Year	County	Hospital District	River Authority	Community College District	County	County
2020	0.2774	0.2762	0.0186	0.1492	0.3224	0.3319
2019	0.2774	0.2762	0.0186	0.1492	0.2952	0.3319
2018	0.2928	0.2762	0.0173	0.1492	0.3078	0.3799
2017	0.2928	0.2762	0.0173	0.1492	0.2928	0.3851
2016	0.2929	0.2762	0.0173	0.1492	0.2929	0.3851
2015	0.2929	0.2762	0.0178	0.1492	0.2929	0.3941
2014	0.2782	0.2762	0.0174	0.1492	0.2782	0.3999
2013	0.3052	0.2762	0.0174	0.1416	0.3504	0.4036
2012	0.3269	0.2762	0.0167	0.1416	0.3340	0.4036
2011	0.3269	0.2662	0.0160	0.1359	0.3130	0.3999

CITY OF SCHERTZ, TEXAS **TABLE 9**

PRINCIPAL PROPERTY OF TAX PAYERS

CURRENT YEAR AND NINE YEARS AGO

	2020			2011		
Taxpayer	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value
Caterpillar Inc.	$ 120,824,839	1	2.91%			
SYSCO San Antonio, Inc.	107,425,724	2	2.59%			
Amazon Com Services Inc	74,629,384	3	1.80%			
US Real Estate LP	59,963,917	4	1.44%			
Rebublic Beverage Company	58,711,000	5	1.41%	$ 51,762,770	1	2.21%
Colfin 2018-3 Industrial Owner LLC	57,353,060	6	1.38%			
Shell US Gas and Power LLC	37,942,000	7	0.91%			
SA WFR Partners LLC	25,352,359	8	0.61%			
EM Limited Partnership	22,655,200	9	0.55%	9,857,599	9	0.42%
GE Oil & Gas INC	19,515,060	10	0.47%			
AOH-Vantage at Schertz LLC				17,367,333	2	0.74%
San Antonio MTA LP				17,153,935	3	0.73%
Wal-Mart Real Estate Business Trust				14,529,843	4	0.62%
City Bank				14,108,720	5	0.60%
Eye Care Centers of America Inc.				13,293,056	6	0.57%
H.E.Butt Grocery Co.				12,040,678	7	0.51%
Atlantic Financial Group LTD				10,313,859	8	0.44%
Lowe's Home Center Inc.				8,284,756	10	0.35%
TOTALS	$ 584,372,543		14.07%	$ 168,712,549		7.20%
TOTAL TAXABLE ASSESSED VALUE	$ 4,152,459,607			$ 2,342,355,490		

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CITY OF SCHERTZ, TEXAS **TABLE 10**

PROPERTY TAX LEVIES AND COLLECTIONS

LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year Ended September 30,	Taxes Levied for the Fiscal Year	Collected Within Fiscal Year of Levy		Collections In Subsequent Years	Total Collections To Date	
		Amount	% of Levy		Amount	% of Levy
2020	$ 20,854,329	$ 20,758,493	99.54%	68,692	$ 20,827,185	99.87%
2019	19,922,568	19,825,244	99.51%	85,062	19,910,306	99.94%
2018	18,010,824	17,899,825	99.38%	-	17,899,825	99.38%
2017	17,356,822	17,241,556	99.34%	72,675	17,314,231	99.75%
2016	16,238,180	16,160,248	99.52%	57,835	16,218,083	99.88%
2015	14,793,867	14,738,760	99.63%	44,730	14,783,490	99.93%
2014	13,383,759	13,297,258	99.35%	68,412	13,365,670	99.86%
2013	12,536,540	12,455,336	99.35%	71,432	12,526,768	99.92%
2012	11,239,572	11,159,974	99.29%	71,740	11,231,714	99.93%
2011	9,978,430	9,895,240	99.17%	74,770	9,970,010	99.92%

CITY OF SCHERTZ, TEXAS

TAXABLE ASSESSED VALUE

LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year Ended September 30,	Taxable Value January 1,	Residential Property	Commercial Property
2020	2019	$ 3,004,686,341	$ 1,613,615,732
2019	2018	2,860,333,982	1,401,636,211
2018	2017	2,049,067,806	2,344,365,139
2017	2016	1,895,085,016	2,269,590,522
2016	2015	1,702,601,947	2,087,223,204
2015	2014	1,568,651,309	1,793,803,709
2014	2013	1,445,731,509	1,540,565,195
2013	2012	1,383,423,359	1,396,349,905
2012	2011	1,337,223,390	1,233,687,039
2011	2010	1,272,970,256	1,253,600,729

*Taxable Assessed Value is before any applicable freeze adjustments.

Source: Bexar, Comal and Guadalupe County Appraisal Districts.

TABLE 11

Tax-Exempt Property	Other Property	Total Taxable Assessed Value*	Total Direct Tax Rate
$(716,028,336)	$ 250,185,870	$ 4,152,459,607	0.5146
(621,773,006)	260,571,835	3,900,769,022	0.5146
(757,265,921)	146,860,809	3,647,504,903	0.4911
(649,173,041)	132,002,406	3,375,850,131	0.4911
(544,328,535)	130,353,515	3,037,267,611	0.4974
(460,271,461)	135,084,054	2,752,562,574	0.4974
(340,747,650)	107,013,520	2,600,365,551	0.4999
(285,245,142)	105,837,429	2,411,270,623	0.4843
(262,591,896)	102,952,090	2,363,893,708	0.4493
(280,015,063)	117,337,786	2,342,355,490	0.4342

CITY OF SCHERTZ, TEXAS

RATIOS OF OUTSTANDING DEBT BY TYPE

LAST TEN FISCAL YEARS

	Governmental Activities					
Fiscal Year	General Obligation Bonds	Certificates of Obligation	Tax Notes	Capital Lease	Revenue Bonds	Certificates of Obligation
2020	$ 46,223,908	$ 15,801,473	$ 345,000	$ 17,134	$ -	$ 12,067,332
2019	49,960,772	16,834,029	530,000	25,699	-	12,919,712
2018	52,752,896	13,636,966	715,000	34,264	-	13,211,178
2017	56,613,614	9,011,415	1,230,000	25,147	-	8,174,779
2016	56,352,272	4,057,189	1,740,000	58,321	-	8,331,966
2015	53,410,128	277,801	1,210,000	91,495	-	8,946,153
2014	56,487,433	543,934	1,585,000	123,370	-	9,561,204
2013	58,693,750	801,767	2,155,000	22,398	2,215,000	5,048,233
2012	60,878,759	1,581,300	190,000	60,190	2,342,656	5,383,700
2011	48,035,253	8,615,077	250,000	97,188	2,476,681	5,704,200

Business-Type Activities						
Public Facility Loan	General Obligation Bonds	Capital Lease	Tax Notes	Total Primary Government	Percent of Gross Income	Per Capita
$ -	$ 3,951,449	$ 132,468	$ 150,000	$ 78,688,764	5.60%	1,841
-	4,727,188	199,421	460,000	85,656,821	5.60%	2,042
-	2,127,657	289,553	765,000	83,532,514	5.98%	2,028
-	2,533,626	92,721	1,065,000	75,076,605	6.22%	1,996
-	3,014,595	162,262	1,360,000	75,076,605	6.39%	1,979
-	3,490,564	231,803	1,640,000	69,297,944	5.99%	1,830
-	3,966,533	347,705	65,000	72,680,179	6.35%	1,992
-	2,127,502	-	130,000	71,193,650	6.50%	1,982
-	2,413,471	-	190,000	73,040,076	8.15%	2,117
-	2,684,440	-	250,000	68,112,839	8.01%	2,031

CITY OF SCHERTZ, TEXAS **TABLE 13**

RATIOS OF GENERAL BONDED DEBT OUTSTANDING

LAST TEN FISCAL YEARS

Fiscal Year	General Bonded Debt Outstanding: General Obligation Bonds	Certificates of Obligation	Amounts Available for Debt Service	Total	Percentage of Actual Taxable Value of Property	Per Capita
2020	$ 50,175,357	$ 15,801,473	$(1,051,874)	$ 64,924,956	1.56%	1,577
2019	54,687,960	16,834,029	(1,084,908)	70,437,081	1.81%	1,785
2018	54,880,553	13,636,966	(809,427)	67,708,092	1.86%	1,785
2017	59,147,240	9,011,415	(924,989)	67,233,666	1.99%	1,776
2016	59,366,867	4,057,189	(813,306)	62,610,750	2.06%	1,716
2015	56,900,692	277,801	(847,178)	56,331,315	2.05%	1,568
2014	60,453,966	543,934	(517,199)	60,480,701	2.33%	1,753
2013	60,821,252	801,767	(227,674)	61,395,345	2.55%	1,830
2012	63,292,230	1,581,300	(117,250)	64,756,280	2.74%	2,418
2011	50,719,693	8,615,077	(286,215)	59,048,555	2.52%	2,231

CITY OF SCHERTZ, TEXAS **TABLE 14**

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT

CURRENT YEAR

Governmental Unit	Debt Outstanding	Estimated Percentage Applicable*	Estimated Share of Overlapping Debt
Debt repaid with property taxes:			
Alamo CCD	$ 437,790,000	0.30%	$ 1,313,370
Bexar County	1,944,900,000	0.30%	5,834,700
Bexar County Hospital District	932,030,000	0.30%	2,796,090
Comal County	140,350,000	4.31%	6,049,085
Comal ISD	722,510,179	4.42%	31,934,950
Guadalupe County	9,405,000	20.03%	1,883,822
Schertz-Cibolo-Universal ISD	397,644,650	48.57%	193,136,006
Subtotal, Overlapping Debt			242,948,022
City Governmental Activities Direct Debt			62,370,381
TOTAL NET OVERLAPPING DEBT			$ 305,318,403

NOTES: The overlapping debt was received from the Municipal Advisory Council of Texas. Details regarding the City's outstanding debt can be found in the notes to the basic financial statements.

Overlapping debt is the proportionate share of the debts of local jurisdictions located wholly or in part within the limits of the City of Shertz. This schedule is intended to demonstrate the total debt that the City of Shertz property tax payers will be expected to repay. The amount of debt applicable to the City of Schertz is computed by (a) determining what portion of total assessed value of the overlapping jurisdiction lies within the limits of the City and (b) applying this percentage to the total governmental activities debt of the overlapping jurisdiction.

CITY OF SCHERTZ, TEXAS **TABLE 15**

DEBT MARGIN INFORMATION

LAST TEN FISCAL YEARS

Assessed Value, 2019 Tax Roll		$ 4,152,459,607
Debt Limit - Texas statues do not provide a legal debt limit for cities; however, through accepted practice a practical "economic" debt limit is considered to be 10% of the assessed value.		$ 415,245,961
Amount of Applicable Debt:		
General Bonded Debt	$ 62,370,381	
Less Debt Service Net Position	(1,051,874)	61,318,507
DEBT MARGIN		$ 353,927,454
Total Net Debt as a Percentage of Debt Margin		17.33%

	Fiscal Year		
	2016	2017	2018
Assessed Value	$ 3,375,850,131	$ 3,647,504,903	$ 3,783,027,833
Debt Limit	337,585,013	364,750,490	378,302,783
Total Net Debt Applicable to Limit	61,181,169	65,792,916	66,329,699
Total Debt Margin	$ 276,403,844	$ 298,957,574	$ 311,973,084

	2013	2014	2015
Assessed Value	$ 2,600,365,551	$ 2,752,562,574	$ 3,037,267,611
Debt Limit	260,036,555	275,256,257	303,726,761
Total Net Debt Applicable to Limit	60,499,568	56,803,499	53,424,303
Total Debt Margin	$ 199,536,987	$ 218,452,758	$ 250,302,458

	2010	2011	2012
Assessed Value	$ 2,363,893,708	$ 2,411,270,623	$ 2,600,365,551
Debt Limit	236,389,371	241,127,062	260,036,555
Total Net Debt Applicable to Limit	55,298,550	60,973,626	60,499,568
Total Debt Margin	$ 181,090,821	$ 180,153,436	$ 199,536,987

CITY OF SCHERTZ, TEXAS **TABLE 16**

PLEDGED REVENUE COVERAGE

LAST TEN FISCAL YEARS

	Water Revenue Bonds					
				Debt Service		
Fiscal Year	Utility Service Charges	Less: Operating Expenses	Net Available Revenue	Principal	Interest	Coverage
2020	$ 29,735,911	$ 24,032,772	5,703,139	$ 1,961,953	$ 612,643	2.22
2019	27,246,250	22,622,986	4,623,264	1,845,132	561,880	1.92
2018	27,099,237	20,802,263	6,296,974	1,671,134	391,609	3.05
2017	25,390,713	18,697,162	6,693,551	1,554,541	368,390	3.48
2016	22,003,794	17,603,487	4,400,307	1,441,741	417,346	2.37
2015	20,700,369	15,916,597	4,783,772	1,448,407	428,912	2.55
2014	19,147,872	15,246,653	3,901,219	1,010,500	426,100	2.72
2013	17,696,327	14,553,274	3,143,053	728,800	359,680	2.89
2012	17,411,568	14,185,126	3,226,442	697,100	396,968	2.95
2011	16,843,780	13,229,037	3,614,743	577,824	409,801	3.66

NOTE: Details regarding the City's outstanding debt can be found in the notes to the basic financial statements. Operating expenses do not include the depreciation, interest, or amortization expenses.

CITY OF SCHERTZ, TEXAS **TABLE 17**

DEMOGRAPHIC AND ECONOMIC STATISTICS

LAST TEN FISCAL YEARS

Fiscal Year	Population	Personal Income	Per Capita Personal Income	Median Age	Education Level in Years of Schooling	School Enrollment	Unemployment Rate
2020	42,734	$ 1,680,129,944	$ 39,316	37.4	16.2	15,675	5.1%
2019	41,948	1,473,255,708	35,121	38.0	16.2	15,925	2.7%
2018	41,182	1,396,481,620	33,910	37.3	15.9	15,817	3.2%
2017	39,453	1,266,046,770	32,090	37.2	15.9	15,497	3.8%
2016	37,938	1,175,319,240	30,980	36.9	15.8	15,460	3.4%
2015	37,865	1,157,835,970	30,578	36.1	15.6	15,009	3.2%
2014	36,477	1,144,465,875	31,375	36.9	15.4	14,515	5.1%
2013	35,929	1,095,331,494	30,486	37.1	15.4	14,058	5.5%
2012	34,499	895,739,206	25,964	36.8	15.4	13,016	5.6%
2011	33,544	850,069,800	25,342	37.8	15.4	12,533	5.7%

Sources: Population, personal income, median age and education level informaiton provided by City Economic Development Corporation. School enrollment provided by Schertz-Cibolo-Universal City Independent School District. Unemployment data provided by Texas Workforce Commission.

CITY OF SCHERTZ, TEXAS **TABLE 18**

TOP TEN PRINCIPAL EMPLOYERS

CURRENT YEAR AND NINE YEARS AGO

	2020		2011	
Employer	Employees	Percentage of Total City Employment	Employees	Percentage of Total City Employment
Amazon	2,000	10.67%	1,615	10.39%
Schertz-Cibolo-Universal City ISD	1,953	10.42%		
Sysco	783	4.18%		
Fed Ex Ground	600	3.20%	220	1.42%
Republic National Distributing Company	569	3.04%		
Brandt Companies	408	2.18%	320	2.06%
City of Schertz	404	2.16%	120	0.77%
FedEx Freight	325	1.73%		
Hollingsworth	262	1.40%	154	0.99%
Caterpillar	191	1.02%		
Builders First Source	140	0.75%		
Quality Custom Distribution	130	0.69%	120	0.77%
Manco	91	0.49%	350	2.25%
Wal-mart Stores			321	2.07%
EyeCare Centers of America			300	1.93%
H.E.B Grocery Co.			200	1.29%
Valero Energy		-	125	0.80%
Theis Distributing Co.				
TOTAL	7,856	41.93%	3,845	24.74%

Source: City Economic Development Corporation

CITY OF SCHERTZ, TEXAS

FULL-TIME EQUIVALENT CITY GOVERNMENTAL EMPLOYEES BY FUNCTION

LAST TEN FISCAL YEARS

	Full-Time Equivalent Employees as of September 30,			
Function	2011	2012	2013	2014
General Government				
City Manager	6	7	7	6
Court Support	-	-	-	-
Municipal Court	5	6	6	6
Customer Relations	5	5	5	5
Planning and Zoning	4	3	3	3
General Services	15	15	13	13
City Secretary	2	2	2	2
Public Affairs	3	4	4	4
Records Management	1	1	1	1
Schertz Magazine	2	2	2	2
Engineer	2	4	3	3
GIS	2	2	2	2
Information Technology	4	4	6	6
Human Resources	4	4	4	4
Finance	6	6	6	6
Purchasing	5	5	4	3
Fleet Service	4	4	4	4
Building Maintenance	-	-	2	2
Facility Services	-	-	-	-
Public Safety				
Police	65	70	75	75
Fire	32	32	32	33
Inspections	7	7	7	8
Marshal Services	8	8	8	8
Health				
Animal Control	6	6	6	7
Environmental Health	-	-	-	-
Parks and Culture				
Parks	9	9	9	9
Pools	-	-	-	-
Event Facilities	1	1	1	1
Library	14	14	14	14
Public Environment				
Streets	14	14	14	14
Public Works				
Public Works	4	4	6	6
Business Office	10	10	10	10
Water and Sewer	17	17	16	16
Drainage	7	7	8	8
EMS	34	35	35	36
Economic Development	3	4	4	4
TOTAL	299	311	318	320

Full-Time Equivalent Employees as of September 30,					
2015	2016	2017	2018	2019	2020
6	5	5	5	5	5
-	-	-	-	-	-
6	6	6	6	4	4
5	5	5	5	3	3
3	4	4	4	3	3
13	-	-	-	-	-
2	2	2	2	2	2
4	4	4	5	5	5
1	1	1	-	-	-
2	2	2	-	-	-
3	7	7	7	7	8
2	2	2	2	2	2
6	6	7	8	8	8
4	5	5	5	5	5
8	8	8	8	7	7
3	3	3	3	3	3
6	6	6	6	7	8
3	-	-	-	-	-
-	16	16	17	10	10
75	78	81	86	86	87
33	36	39	45	45	46
9	8	8	11	12	12
8	8	5	-	-	-
7	8	8	7	7	8
-	3	3	4	4	4
9	9	10	12	11	11
-	-	-	-	-	-
1	1	1	1	5	5
14	14	14	15	14	14
14	14	14	14	14	17
6	4	4	4	4	4
10	10	10	10	9	9
16	16	16	19	19	19
8	6	6	8	8	8
37	39	41	45	45	45
4	4	4	4	4	4
327	339	346	366	357	365

CITY OF SCHERTZ, TEXAS

OPERATING INDICATORS BY FUNCTION/PROGRAM

LAST TEN FISCAL YEARS

	Fiscal Year			
Function	2011	2012	2013	2014
General Government				
Building Permits Issued	4,950	2,643	3,054	2,869
Schertz Tales				
Number of Magazines Printed	168,000	168,000	168,000	180,000
Police				
CFS	26,205	19,434	19,894	19,067
Arrests	762	666	800	776
Traffic Violations	13,231	20,881	19,335	15,077
Accidents	1,575	1,665	1,960	1,823
Fire				
Number of Rescue/Other Responses	1,657	1,799	2,046	1,759
Number of Fire Responses	110	74	108	110
Number of Inspections	616	429	332	252
Number of Training Classes Conducted	142	168	132	125
Number of Pre-Plan Inspections	536	714	729	735
EMS				
Requests for Transport	7,443	7,545	8,391	8,840
Actual Transports	4,801	4,766	5,451	5,713
EMT Students	85	79	116	87
Marshal Service				
Warrants Issued	4,141	2,888	3,344	2,354
Warrants Cleared	3,985	4,118	4,687	3,781
Food Establishment Permits	118	123	127	82
Food Establishment Inspection	244	180	281	218
Foster/Adoption Inspections	18	14	24	16
Parks				
Facility Reservations	237	234	258	301
Community and Civic Centers				
Civic Center	354	325	444	458
Community Center Rentals	666	816	735	437
North Community Center Rentals	241	307	288	244

Fiscal Year					
2015	2016	2017	2018	2019	2020
3,087	5,919	4,800	5,251	4,748	2,993
180,000	180,000	180,000	180,000	180,000	187,500
36,138	39,064	34,428	45,190	41,327	57,149
595	603	423	624	603	527
12,306	8,960	8,001	11,359	12,541	8,326
2,040	2,119	2,057	2,244	2,304	1,752
2,167	2,327	2,758	3,055	3,804	3,953
99	67	86	161	100	108
698	440	519	562	528	30
150	460	340	600	804	763
980	867	922	788	865	814
9,286	9,723	9,956	10,059	10,759	10,713
6,118	6,123	6,201	6,165	6,738	6,549
84	89	90	90	90	84
3,798	2,587	2,816	1,598	2,036	1,738
3,691	3,492	2,822	2,022	1,834	664
135	145	201	181	55	189
136	153	13	211	96	209
22	21	21	18	8	10
275	240	251	248	241	75
478	483	590	516	441	293
455	370	455	381	326	193
209	185	230	235	188	92

CITY OF SCHERTZ, TEXAS

OPERATING INDICATORS BY FUNCTION/PROGRAM

LAST TEN FISCAL YEARS

	Fiscal Year			
Function	2011	2012	2013	2014
Animal Services				
Number of Animals Handled	1,802	1,463	1,326	1,218
Number of Adoptions	257	291	362	309
Number of Return to Owners	313	149	231	222
Number of Transfers	300	312	301	316
Library				
Annual Circulation	414,074	410,312	404,691	395,998
Library Visits	254,934	256,349	254,633	253,237
Library Program Attendance	13,767	16,035	12,581	15,048
Registered Users	28,589	30,475	31,658	30,759
Water				
New Connections	439	271	168	235
Water Main Breaks	76	52	38	45
Total Consumption (Thousands of Gallons)	16,763,239	16,131,415	15,500,413	15,497,071
Daily Average Consumption (Thousands of Gallons)	45,927	44,196	42,466	42,458
Peak Daily Consumption (Thousands of Gallons)	11,000	9,290	9,483	10,089
Total Customers	12,234	12,557	12,757	13,324
Average Use Per Connection	5,725	5,517	5,905	5,467
Sewer				
Total Customers	10,907	10,988	11,456	11,578
Facilities Maintenance				
Number of Buildings Maintained	19	19	19	19
Square Footage	166,591	166,591	166,591	166,591

Fiscal Year					
2015	2016	2017	2018	2019	2020
1,304	1,313	1,283	926	1,157	1,015
357	410	348	319	366	450
213	205	228	218	233	335
296	316	326	297	227	188
394,766	399,622	385,206	414,790	447,379	254,643
259,413	255,109	235,428	258,695	237,821	102,297
13,825	15,282	16,814	16,945	18,412	6,524
31,138	30,702	31,432	30,806	33,104	31,296
369	213	303	235	300	357
45	45	45	50	52	65
14,757,134	16,097,931	15,222,373	15,833,124	17,602,330	1,976,687
40,431	43,942	41,705	43,378	48,225	54,155
8,385	10,985	11,000	9,083	11,094	14,011
13,570	13,877	14,124	14,678	16,434	13,683
5,135	5,352	5,244	5,294	4,587	5,600
11,413	12,282	12,398	12,866	12,853	13,112
21	21	21	25	26	27
234,202	234,202	234,202	245,218	257,218	301,656

CITY OF SCHERTZ, TEXAS

CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM

LAST TEN FISCAL YEARS

	Fiscal Year			
Function	2011	2012	2013	2014
Police				
Stations	1	1	1	1
Patrol Units	42	42	42	42
Fire				
Stations	2	2	2	2
Training Facility	-	-	-	-
Fire Vehicles	13	13	13	15
EMS				
Ambulances	6	6	7	7
Marshal Service				
Vehicles	8	8	7	7
Streets				
Streets, Paved (Miles)	132	134	137	141
Streets, Unpaved (Miles)	5	5	5	5
Parks and Recreation				
Parks - Developed	17	17	13	13
Parks - Undeveloped	4	4	8	8
Playground	15	15	16	16
Swimming Pools	2	2	2	2
Baby Pools	2	2	2	2
Baseball/Softball Diamonds	9	9	12	12
Soccer Fields	12	12	12	12
Community Centers	4	4	4	4
Animal Control				
Control Vehicle	3	3	3	3
Library				
Facility	1	1	1	1
Volumes in Collection	73,904	81,468	86,221	100,478
Water				
Number of Reservoirs	-	-	-	-
Number of Pump Stations	5	5	5	5
Water Mains (Miles)	192	192	197	199
Sewer				
Sanitary Sewers (Miles)	84	85	87	90
Storm Sewers (Miles)	10	10	11	11
Facilities Maintenance				
Vehicles	5	4	5	5
Generators	3	3	3	3

Fiscal Year					
2015	2016	2017	2018	2019	2020
1	1	1	1	1	1
48	50	64	69	68	72
2	2	2	3	3	3
-	-	-	-	0	0
16	16	16	18	19	20
9	9	8	8	9	9
7	7	7	7	7	7
149	153	159	153	165.4	165
5	5	5	5	5	5
14	15	20	21	21	
9	10	4	4	4	21
18	19	19	19	20	4
2	2	4	4	4	21
2	2	2	2	2	4
15	15	15	15	15	2
12	12	12	12	12	15
4	4	4	4	4	12
					4
3	4	3	4	4	6
1	1	1	1	1	1
113,085	97,412	107,382	110,266	150,972	139,447
-	-	-	0	0	0
5	5	5	5	5	6
210	211	221	225	228	228.5
96	98	110	113	116	116.2
12	12	12	13.6	13.8	13.8
6	6	6	11	11	10
4	4	4	7	10	7

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CITY OF SCHERTZ, TEXAS

SINGLE AUDIT REPORT

FOR THE YEAR ENDED SEPTEMBER 30, 2020

CITY OF SCHERTZ, TEXAS

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SEPTEMBER 30, 2020

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PATTILLO, BROWN & HILL, L.L.P.
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Waco, Texas 76710
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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE *UNIFORM GUIDANCE*

Honorable Mayor and Members
Of the City Council and Citizens
City of Schertz, Texas

Report on Compliance for Each Major Federal Program

We have audited the City of Schertz, Texas' (the "City") compliance with the types of compliance requirements described in the U.S. *Office of Management and Budget (OMB) Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2020. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("*Uniform Guidance*"). Those standards and the *Uniform Guidance* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Federal Program

In our opinion, the City of Schertz, Texas, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2020.

OFFICE LOCATIONS
TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque

AICPA GAQC Member

Report on Internal Control over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with *Uniform Guidance*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Schedule of Expenditures of Federal Awards

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Schertz, Texas, as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated March 19, 2021, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (*Uniform Guidance*) and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the *Uniform Guidance*. Accordingly, this report is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 19, 2021

PATTILLO, BROWN & HILL, L.L.P.
401 West State Highway 6
Waco, Texas 76710
254.772.4901 | pbhcpa.com

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Mayor and Members
of the City Council and Citizens
City of Schertz, Texas

We have audited in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Schertz, Texas (the "City") as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated March 19, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for determining audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

OFFICE LOCATIONS
TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque

AICPA GAQC Member

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatements, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 19, 2021

CITY OF SCHERTZ, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

Federal Grantor/ Pass-Through Grantor/ Program Title	CFDA Number	Pass-Through Entity Identifying Number	Expenditures
U.S. Department of Justice			
Direct Programs:			
Equitable Sharing Agreement & Certification	16.922	N/A	82,528
Total Direct Programs			82,528
Total U.S. Department of Justice			82,528
U.S. Department of Treasury			
Passed through the Texas Department of Emergency Management:			
COVID-19 - Coronavirus Relief Fund	21.019	451	64,521
COVID-19 - Coronavirus Relief Fund	21.019	452	1,777,301
Total Texas Department of Emergency Management			1,841,822
Passed through Bexar County, Texas:			
COVID-19 - Coronavirus Relief Fund	21.019	N/A	113,775
Total Bexar County, Texas			113,775
Total CFDA Number 21.019			1,955,597
Total U.S. Department of Treasury			1,955,597
Institute of Museum and Library Services			
Passed through the Texas State Library and Archives Commission:			
Interlibrary Loan Program (ILL)	45.310	N/A	13,509
Total Texas State Library and Archives Commission			13,509
Total Institute of Museum and Library Services			13,509
U.S. Department of Homeland Security			
Passed through Texas Department of Emergency Management:			
Disaster Grants - Public Assistance - TIFMAS	97.036	N/A	72,533
Total Texas Department of Emergency Management			72,533
Total U.S. Department of Homeland Security			72,533
Total Expenditures of Federal Awards			$ 2,124,167

CITY OF SCHERTZ, TEXAS

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

1. GENERAL

The accompanying schedule of expenditures of federal awards presents the activity of all applicable federal awards of the City of Schertz, Texas. The City's reporting entity is defined in Note I to the City's basic financial statements. Federal awards received directly from federal and state agencies as well as federal awards passed through other government agencies are included in the respective schedule.

2. BASIS OF ACCOUNTING

The accompanying schedule of expenditures of federal awards is presented using modified accrual basis of accounting, which is described in Note I to the City's basic financial statements.

3. RELATIONSHIP TO FEDERAL FINANCIAL REPORTS

Grant expenditure reports as of September 30, 2020, which have been submitted to grantor agencies will, in some cases, differ slightly from amounts disclosed herein. The reports prepared for grantor agencies are typically prepared at a later date and often reflect refined estimates of year-end accruals. The reports will agree at termination of the grant as the discrepancies noted are timing differences.

4. INDIRECT COSTS

The City has not elected to use the 10% de minimis indirect cost rate as allowed in the Uniform Guidance, Section 414.

5. PASS-THROUGH EXPENDITURES

None of the federal programs expended by the City were passed through to subrecipients.

CITY OF SCHERTZ, TEXAS

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

Summary of the Auditor's Results

Financial Statements:

Type of auditor's report issued:	Unmodified
Internal control over financial reporting: Material weakness(es) identified?	No
Significant deficiency(ies) identified that are not considered a material weakness?	None reported
Noncompliance material to financial statements noted?	No

Federal Awards:

Internal control over major programs:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified that are not considered a material weakness?	None reported
Type of auditor's report issued on compliance for major federal programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	None
Identification of major federal programs:	

CFDA Number(s):	Name of Federal Program or Cluster:
21.019	COVID-19 - Coronavirus Relief Fund

The dollar threshold used to distinguish between type A and type B federal programs.	$750,000
Auditee qualified as low-risk auditee?	No

Findings Relating to the Financial Statements Which are Required to be Reported in Accordance With Generally Accepted Government Auditing Standards

None reported

Findings and Questioned Costs for Federal Awards

None reported

CITY OF SCHERTZ, TEXAS

SCHEDULE OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

None

Agenda No. 6.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**March 23, 2021**
Department:	**Planning & Community Development**
Subject:	**Ordinance No. 21-S-08- Conduct a Public Hearing and consideration and/or action approving an Ordinance by the City Council of the City of Schertz , Texas on a request to rezone approximately 58 acres of land from Single-Family Residential / Agricultural (R-A) to Planned Development District (PDD), generally located approximately 1,560 feet north west of the intersection of FM 1518 and Ware-Seguin Road, also known as Bexar County Property Identification Numbers 310073, 310106, 310101, 310105, 310104, 310078, 1157215, 310077, and 310083, City of Schertz, Bexar County, Texas. (B. James / L. Wood / E. Delgado)** ***First Reading***

BACKGROUND

The applicant is proposing to rezone approximately 58 acres of land from Single-Family Residential / Agricultural (R-A) to Planned Development District (PDD), specifically as part of The Crossvine PDD.

The Crossvine Project History:

2005	Sedona Subdivision PUD was adopted for mix use development Ord. #05-S-49
2006	Sedona Subdivision PUD was amended Ord. #06-S-36
2012	Sedona Trails PDD was adopted as new mixed use development Ord. #12-S-01
2012	The Crossvine PDD was amended and adopted by Ord. #12-S-16; Changing Sedona to Crossvine
2014	The Crossvine PDD was amended and adopted by Ord. #14-S-08
2017	The Crossvine PDD was amended and adopted by Ord. #17-S-01 to allow for a new Garden Home configuration the “3rd Amendment"
2021	The proposed Crossvine PDD "4th Amendment": to incorporate an additional 57.486 acres into The Crossvine PDD zoned area.

The overall subject property of 57.486 acres included within the requested rezone consists of the following tracts:

1. A 2.010 acre, parcel 310105, currently zoned Single Family Residential / Agricultural (R-A)
2. A 0.504 acre tract, parcel 310106, currently zoned Single Family Residential / Agricultural (R-A)
3. A 9.977 acre tract, parcel 310073, currently zoned Single Family Residential / Agricultural (R-A)
4. A 14.994 acre tract, parcel 310078, currently zoned Single Family Residential / Agricultural (R-A)
5. A 3.987 acre tract, parcel 310104, currently zoned Single Family Residential / Agricultural (R-A)
6. A 5.01 acre tract, parcel 1157215, currently zoned Single Family Residential / Agricultural (R-A)
7. A 20.003 acre tract, divided into two parcels 310077 (10.179 acres) and 310083 (10.364 acres) both of which are currently zoned Single Family Residential / Agricultural (R-A)
8. A 1.00 acre tract, parcel 310101, currently zoned Single Family Residential / Agricultural (R-A)

The eight tracts above are identified in the proposed Crossvine PDD "4th Amendment" document

as proposed "Module IIIB".

The proposed zone change request is for approximately 58 acres from Single-Family Residential / Agricultural (RA) to Planned Development District (PDD). The subject property, referred to in the PDD design standards is identified as "Module IIIB", will be an expansion of the existing Crossvine PDD project area. The development program for "Module IIIB" includes single-family residential lots as allowed by the existing The Crossvine PDD. Additionally, the subject property will all be incorporated and subject to all requirements associated with Module I of The Crossvine PDD, the proposed 4th amendment, and the contemplated subsequent amendments. More specifically, the 57.486 acres will be developed under the DSFR (1), DSFR (2), and DSFR (3) land use categories, as described in the below table. The proposed design of Module IIIB will be a natural expansion of the land plan design and development aesthetic of The Crossvine; the expansion shall include design elements that have made development within The Crossvine unique, such as accessible green spaces, walking trails, meandering roadways, and intimate cul-de-sacs. In addition, the construction, landscaping, signage, and other features in Module IIIB will adhere to the Public Amenity and Architectural Standards as previously established in Crossvine Module 1.

Land Use Dimensional Requirements

Use Category	Min. Area Sq. Ft.	Min. Width Ft.	Min. Depth Ft.
DSFR (1)	5,500	50	110
DSFR (2)	7,200	60	120
DSFR (3)	8,400	70	120

**Full table identified on page 5 of The Crossvine PDD Fourth Amendment- Design Standards*

The requested Crossvine PDD 4th Amendment, which is essentially to incorporate an additional 57.486 acres into The Crossvine PDD-zoned property, will be developed in accordance with the previously adopted The Crossvine Module I design standards, permitting the development of single-family residential lots in the above three use categories.

Fourteen (14) public hearing notices were mailed to surrounding property owners on January 29, 2021, in relation to the public hearing at the February 10, 2021 Planning and Zoning Commission meeting. A public hearing notice was published in the “San Antonio Express” on March 3, 2021. At the time of this report, staff has received one (1) response in favor, one (1) response opposed, zero (0) responses neutral to, and one (1) response which did not indicate if they were in favor or opposed, just that they would like to attend the meeting.

During the public hearing at the February 10, 2021 Planning and Zoning Commission meeting, the following residents spoke:

- Guy Long- 12506 Ware Seguin Road
  - Expressed concerns on the street naming of Ware Seguin Road and Ware Seguin Loop. Also expressed concerns with infrastructure of the neighborhood, and traffic issues.
- Shelena Wells- 12432 Ware Seguin Road
  - Expressed she has the same concerns as Mr. Long in terms of infrastructure and traffic.

GOAL

To zone change approximately 58 acres from Single-Family Residential / Agricultural (RA) to Planned Development District (PDD), specifically as part of The Crossvine PDD.

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

The Comprehensive Land Use Plan (CLUP) and Schertz Sector Plan Update identifies the subject property as "Estate Neighborhood". Traditionally Estate Neighborhood is designed to be 0.5 acre tracts, but due to the adjacency of existing land zoned as part of The Crossvine PDD and being directly adjacent to FM 1518, the Estate Neighborhood classification does not seem appropriate at this time based on the change of conditions surrounding the subject property. In addition, there are areas of the existing The Crossvine development that are also identified as Estate Neighborhood; therefore, the addition of the approximately 58 acres would be consistent with the portions of The Crossvine that are already zoned PDD.

- Impact of Infrastructure: The proposed zoning should have minimal impact on the existing and planned water and wastewater systems in the area.
- Impact of Public Facilities/Services: The proposed rezoning request should have minimal impact on public services, such as schools, fire, police, parks and sanitation services since the proposed use is currently planned for the subject property.
- Compatibility with Existing and Potential Adjacent Land Uses: The subject property is currently surrounded by undeveloped land, single family residential, and existing Crossvine PDD zoned property. Staff believes that the rezoning request, essentially to incorporate an additional 58 acres into the existing Crossvine PDD, will be compatible with the surround properties.

FISCAL IMPACT

None.

RECOMMENDATION

Based on the subject property being immediately adjacent to existing The Crossvine PDD zoned properties on two sides, and FM 1518 the proposed zoning should have minimal impact on the adjacent properties. The proposed The Crossvine PDD 4th amendment to incorporate the additional 57.486 acres is consistent with PDD design standards previously approved and will be a natural continuation of the existing The Crossvine development.

This item was heard at the February 10, 2021, Planning and Zoning Commission which provided a recommendation of approval of the zone change with a vote of 5 / 2. Commissioner Evans and Commissioner Platt voted nay on the recommendation of approval.

- Commissioner Evans indicated concerns with roadway improvements, Traffic Impact Analysis timing, and wording between the existing Crossvine PDD, the proposed 4th Amendment, and the Unified Development code as reasons for his nay vote.
- Commissioner Platt indicated concerns with traffic and the conceptual plan included within the proposed zone change does not align with the rest of The Crossvine development.

Staff recommends approval of zone change request, to incorporate approximately 58 acres into the Crossvine PDD.

Attachments

Ord. No. 21-S-08

Exhibit A

Exhibit B

Exhibit C- PDD Design Standards
Aerial Map
Public Hearing Notice Map
Public Hearing Notice Responses

ORDINANCE NO. 21-S-08

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 58 ACRES OF LAND TO PLANNED DEVELOPMENT DISTRICT (PDD), GENERALLY LOCATED APPROXIMATELY 1,560 FEET NORTH WEST OF THE INTERSTECTION OF FM 1518 AND WARE-SEGUIN ROAD, ALSO KNOWN AS BEXAR COUNTY PROPERTY IDENTIFICATION NUMBERS 310073, 310101, 310105, 310104, 310078, 1157215, 310077, AND 310083, CITY OF SCHERTZ, BEXAR COUNTY, TEXAS.

WHEREAS, an application to rezone approximately 58 acres of land located approximately 1,560 feet north west of the intersection between FM 1518 and Ware-Seguin Road, and more specifically described in the Exhibit A and Exhibit B 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 February 10, 2021, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve the requested rezoning according to the development standards set forth in Exhibit C attached herein (the "Development Standards"); and

WHEREAS, on March 23, 2021, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested zoning be approved as provided for herein.

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

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

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

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

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

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

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

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

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

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

Approved on first reading the 23rd day of March, 2021.

PASSED, APPROVED AND ADOPTED on final reading the 6th day of April, 2021.

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Brenda Dennis, City Secretary
(SEAL OF THE CITY)

TRACT 1: 2.010 ac

FIELD NOTES
September 18, 2019

BEING 2.010 acres of land, more or less, out of the Julian Diaz Survey No. 66, Abstract 187, County Block 5059, Bexar County, Texas and also being out of a 4.991 acre tract described in Volume 8354,. Pag 909 of the Real Property Records of Bexar County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found in the common line with a 5.000 acre tract described in Volume 14514, Page 528 of the Real Property Records of Bexar County, Texas for the most southerly corner of this tract and the most southerly corner of the above reference 4.991 acre tract, said point also being the most easterly corner of a 4.000 acre tract described in Volume 8354, Page 460 of the Real Property Records of Bexar County, Texas;

THENCE, N 30°00'54" W, (*N 30 °20'23" W-8354/460*)119.06 feet generally along an existing wire fence and the common line with said 4.000 acre tract to an iron found in same for a corner of this tract and the most southerly corner of a 0.50 acre tract described in Volume 9392, Page 1253 of the Real Property Records of Bexar County, Texas;

THENCE, N 59°50'29" E, 170.29 feet (*N 59 °35'37" E, 168.32 feet-9392/1253*) along the common line with said 0.50 acre tract to an iron rod found for an interior corner of this tract and the most easterly corner of said 0.50 acre tract;

THENCE, N 30°23'56" W, 129.62 feet (*N 30 °21'45" W, 129.45 feet-9392/1253*) along the common line with said 0.50 acre tract to an iron rod found in the common line with a 9.977 acre tract described in Volume 18693, Page 578 of the Real Property Records of Bexar County, Texas for a corner of this tract and the most northerly corner of said 0.50 acre tract;

THENCE, N 59°37'47" E, (*N 59 °39'37" E-8354/909*) 271.61 feet generally along an existing wire fence and the common line with said 9.977 acre tract to a metal fence corner post found for the most northerly corner of this tract and the most westerly corner of a 2.49 acre tract described in Volume 16138, Page 967 of the Real Property Records of Bexar County, Texas;

THENCE, S 29°54'52" E, 248.79 feet (*S 30 °19'18" E, 248.25 feet-16138/967*) generally along an existing wire fence and the common line with said 2.49 acre tract, crossing said 4.991 acre tract to an iron rod found in the common line with a 15.00 acre tract described in Volume 18733, Page 1544 of the Real Property Records of Bexar County, Texas for the most easterly corner of this tract and the most southerly corner of said 2.49 acre tract;

THENCE, S 59°42'23" W, (*S 59 °40'39" W-8354/909*) 251.17 feet along the common line with said 15.00 acre tract to an iron rod found for an angle point of this tract and the most northerly corner of said 5.000 acre tract;

THENCE, S 59°44'20" W, (*S 59 °40'39" W-8354/909*) 189.42 feet along the common lline with said 5.000 acre tract to the POINT OF BEGINNING and containing 2.010 acres of land, more or less.

Note: Plat also prepared this day.

J. M. Butz, Jr.
Registered Professional Land Surveyor
No. 2024

FN19-149

EXHIBIT 1

TRACT 2: 0.504

FIELD NOTES
August 11, 2017

BEING 0.504 acre of land, more or less, out of the Julian Diaz Survey No. 66, Abstract 187, County Block 5059, Bexar County, Texas and being described as a 0.50 acre tract in Volume 9392, Page 1253 of the Real Property Records of Bexar County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found in the common line with a 10.000 acre tract described in Volume 13868, Page 1327 of the Real Property Records of Bexar County, Texas for the most westerly corner of this tract and the most westerly corner of said 0.50 acre tract, said point also being the most northerly corner of a 4.000 acre tract described in Volume 8354, Page 460 of the Real Property Records of Bexar County, Texas;

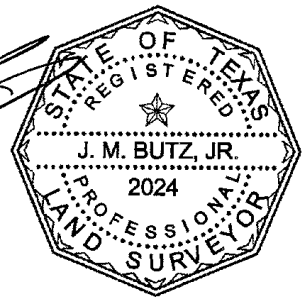
THENCE, N 59°37'47" E, 169.42 feet (*N 59°35'19" E, 168.41 feet-9392/1253*) generally along an existing fence and the common line with said 10.000 acre tract to an iron rod found in same for the most northerly corner of this tract and the most northerly corner of said 0.50 acre tract, said point being S 59°37'47" E, 881.93 feet from an iron rod found in the existing southwest R.O.W. line of F. M. Highway 1518 for the most easterly corner of said 10.000 acre tract;

THENCE, S 30°23'56" E, 129.65 feet (*S 30°21'45" E, 129.45 feet-9392/1253*) along the common line with the remaining portion of a 4.991 acre tract described in Volume 8354, Page 909 of the Real Property Records of Bexar County, Texas to an iron rod found for the most easterly corner of this tract and the most easterly corner of said 0.50 acre tract;

THENCE, S 59°50'29" W, 170.29 feet (*S 59°35'37" W, 168.32 feet-9392/1253*) along the common line with the remaining portion of said 4.991 acre tract to an iron rod found in the common line with said 4.000 acre tract;

THENCE, N 30°00'54" W, 129.02 feet (*N 30°24'04" W, 129.24 feet-9392/1253*) generally along an existing fence and the common line with said 4.000 acre tract to the POINT OF BEGINNING and containing 0.504 acre of land, more or less.

Note: Plat also prepared this day.



J. M. Butz, Jr.
Registered Professional Land Surveyor
No. 2024

FN17-127

EXHIBIT 2

TRACT 3: 9.977 ac

FIELD NOTES
July 27, 2017

BEING 9.977 acres of land, more or less, out of the Julian Diaz Survey No. 66, Abstract 187, County Block 5059, Bexar County, Texas and also being described as a 10.00 acre tract in Volume 13868, Page 1327 of the Real Property Records of Bexar County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found in the existing southwest R.O.W. line of F. M. Highway 1518 for the most easterly corner of this tract and the most easterly corner of the above referenced 10.00 acre tract, said point also being the most northerly corner of a 1.000 acre tract described in Volume 11742, Page 1697 of the Real Property Records of Bexar County, Texas;

THENCE, S 59°43'33" W, (*S 59°39'04" W-13868/1327*) 434.47 feet (*S 59°46'11" W, 435.60 feet-11742/1697*) generally along an existing fence and the common line with said 1.000 acre tract to an iron rod found for the an angle point of this tract and the most westerly corner of said 1.000 acre tract;

THENCE, S 59°37'47" W, (*S 59°39'04" W-13868/1327*) 616.88 feet (*S 59°39'37" W, 615.98 feet-8354/909*) generally along an existing fence and the common line with a 2.49 acre tract described in Volume 16138, Page 967 of the Real Property Records of Bexar County, Texas: the remaining portion of a 4.991 acre tract described in Volume 8354, Page 909 of the Real Property Records of Bexar County, Texas and the common line with a 0.500 acre tract described in Volume 10187, Page 27 of the Real Property Records of Bexar County, Texas to an iron rod found for an angle point of this tract and the most westerly corner of said 0.500 acre tract;

THENCE, S 59°37'09" W, (*S 59°39'04" W-13868/1327*) 698.97 feet (*S 59°39'37" W, 700.04 feet-8354/460*) generally along an existing fence and the common line with a 4.000 acre tract described in Volume 8354, Page 460 of the Real Property Records of Bexar County, Texas to an iron rod found for the most southerly corner of this tract and the most westerly corner of said 4.000 acre tract;

THENCE, N 28°59'16" W, 249.16 feet (*N 29°00'13" W, 248.80 feet-13868/1327*) generally along an existing fence and the common line with a 9.968 acre tract described in Volume 9231, Page 2119 of the Real Property Records of Bexar County, Texas to an iron rod found in the common line with a 145.427 acre tract described in Volume 11564, Page 1814 of the Real Property Records of Bexar County, Texas for the most westerly corner of this tract and the most northerly corenr of said 9.968 acre tract;

THENCE, N 59°39'37" E, 1745.68 feet (*Ref. Brg. N 59°39'37" E, 1745.52 feet-13868/1327*) generally along an existing fence and the common line with said 145.427 acre tract to an iron rod found in the existing southwest R.O.W. line of F. M. Highway 1518 for the most northerly corner of this tract and the most easterly corner of said 145.427 acre tract;

THENCE, S 30°03'26" E, 248.76 feet (*S 30°11'36" E, 248.45 feet-13868/1327*) along said southwest R.O.W. line to the POINT OF BEGINNING and containing 9.977 acres of land, more or less.

Note: Plat also prepared this day.

J. M. Butz, Jr.
Registered Professional Land Surveyor
No. 2024

STATE OF TEXAS
REGISTERED
J. M. BUTZ, JR.
2024
PROFESSIONAL
LAND SURVEYOR

FN17-124

EXHIBIT 3

TRACT 4: 14.994 ac

FIELD NOTES
August 11, 2017

BEING 14.994 acres of land, more or less, out of the Julian Diaz Survey No. 66, Abstract 187, County Block 5059, Bexar County, Texas and being comprised of a 10.000 acre tract described in Volume 1638, Page 193 of the Real Property Records of Bexar County, Texas and 4.994 acres out of a 10.000 acre tract described in Volume 1599, Page 315 of the Real Property Records of Bexar County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found in the existing southwest R.O.W. line of F. M. Highway 1518 for the most northerly corner of this tract and the most northerly corner of said 10.000 acre tract described in Volume 1599, Page 315, said point also being the most easterly corner of a 2.49 acre tract described in Volume 16138, Page 967 of the Real Property Records of Bexar County, Texas;

THENCE, S 30°05'54" E, (*S 30°16'00" E-1599/315*) along said southwest R.O.W. line passing the most easterly corner of said 10.000 acre tract described in Volume 1599, Page 315 at 247.71 feet and continuing a total distance of 494.33 feet to an iron rod found in same for the most easterly corner of this tract and the most easterly corner of said 10.000 acre tract described in Volume 1638, Page 193;

THENCE, S 59°42'25" W, 1767.14 feet (*S 59°39'37" W, 1766.07 feet-1638/193*) generally along an existing fence and the common line with a 10.000 acre tract described in Volume 1839, Page 504 of the Real Property Records of Bexar County, Texas; Lot 1, Block 2 of Boenig Subdivision as recorded in Volume 8600, Page 159 of the Deed and Plat Records of Bexar County, Texas and a 14.199 acre tract described in Volume 17653, Page 2384 of the Real Property Records of Bexar County, Texas to an iron rod found in the common line with a 10.000 acre tract described in Volume 10054, Page 1692 of the Real Property Records of Bexar County, Texas for the most southerly corner of this tract and the most southerly corner of said 10.000 acre tract described in Volume 1638, Page 193;

THENCE, N 28°58'19" W, 246.78 feet (*N 29°06'11" W, 247.05 feet-1638/193*) generally along an existing fence and the common line with said 10.000 acre tract described in Volume 10054, Page 1692 to an iron rod set for the most westerly corner of this tract and the most westerly corner of said 10.000 acre tract described in Volume 1638, Page 193, and also being the most southerly corner of a 5.000 acre tract described in Volume 14514, Page 528 of the Real Property Records of Bexar County, Texas;

THENCE, N 59°44'23" E, 795.24 feet (*N 59°39'37" E, 794.80 feet-14514/528*) along the common line with said 5.000 acre tract to an iron rod set for a corner of this tract and a corner of said 5.000 acre tract and the beginning of a curve to the right;

THENCE, along the common line with said 5.000 acre tract in a northeasterly direction and having a central angle of 141°03'36" , a radius of 50.00 feet (*50.00 feet-14514/528*), a tangent distance of 141.43 feet, an arc length of 123.10 feet (*122.17 feet-14514/528*) and chord bearing and distance of N 39°37'07" E, 94.28 feet (*N 39°39'27" E, 93.97 feet-14514/528*) to an iron rod set for the end of this curve and the beginning of a curve to the left;

EXHIBIT 4

TRACT 4

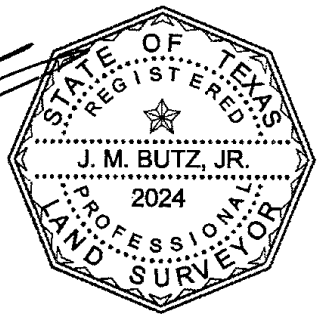
Page 2 (14.994 acres)

THENCE, along the common line with said 5.000 acre tract in an easterly direction and having a central of 49°55'25", a radius of 20.00 feet, (*20.00 feet-14514/528*) a tangent distance of 9.31 feet, an arc length of 17.43 feet, (*17.45 feet-14514/528*) and a chord bearing an distance of N 84°41'46" E, 16.88 feet (*N 84°39'12" E, 16.90 feet-14514/528*) to an iron rod found for the end of this curve and a corner of this tract and a corner of said 5.000 acre tract, said point also being a corner of a 50' Ingress-Egress Easement described in Volume 14514, Page 528 of the Real Property Records of Bexar County, Texas;

THENCE, N 30°17'43" W, 222.81 feet (*N 30°20'57" W, 220.70 feet-14514/528*) along the common line with said 5.000 acre tact to an iron rod found in the common line with a 4.991 acre tract described in Volume 8354, Page 909 of the Real Property Records of Bexar County, Texas for a corner of this tract and the most northerly corner of said 5.000 acre tract;

THENCE, N 59°42'23" E, (*N 59°39'37" E-1599/315*) 864.04 feet generally along an existing fence and the common line with said 4.991 acre tract and said 2.49 acre tract to the POINT OF BEGINNING and containing 14.994 acres of land, more or less.

Note: Plat also prepared this day



J. M. Butz, Jr.
Registered Professional Land Surveyor
No. 2024

FN17-126.1

EXHIBIT 4 Cont.

TRACT 5: 3.987 ac

FIELD NOTES
August 11, 2017

BEING 3.987 acres of land, more or less, out of the Julian Diaz Survey No. 66, Abstract 187, County Block 5059, Bexar County, Texas and being described as a 4.000 acre tract in Volume 8354, Page 460 of the Real Property Records of Bexar County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found in the common line with a 10.000 acre tract described in Volume 13868, Page 1327 of the Real Property Records of Bexar County, Texas for the most northerly corner of this tract and the most northerly corner of the above referenced 4.000 acre tract, said point also being the most westerly corner of a 0.50 acre tract described in Volume 9392, Page 1253 of the Real Property Records of Bexar County, Texas;

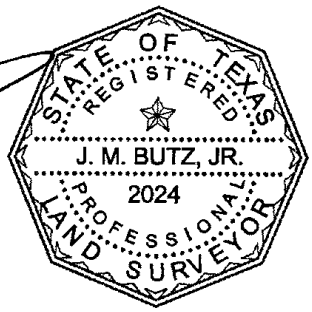
THENCE, S 30°00'54" E, (*S 30°20'23" E-8354/460*) generally along an existing fence and the common line with said 0.50 acre tract passing an iron rod found at 129.02 feet (*129.24 feet-9392/1253*) and continuing along the common line with the remaining portion of a 4.991 acre tract described in Volume 8354, Page 909 of the Real Property Records of Bexar County, Texas a total distance of 248.09 feet (*248.10 feet-8354/460*) to an iron rod found in the common line with a 5.000 acre tract described in Volume 14514, Page 528 of the Real Property Records of Bexar County, Texas for the most easterly corner of this tract and the most easterly corner of said 4.000 acre tract;

THENCE, S 59°42'15" W, 703.95 feet (*S 59°42'11" W, 706.03 feet-8354/460*) along the common line with said 5.000 acre tract to an iron rod found in the common line with a 10.000 acre tract described in Volume 10054, Page 1692 of the Real Property Records of Bexar County, Texas for the most southerly corner of this tract and the most southerly corner of said 4.000 acre tract;

THENCE, N 28°51'36" W, 247.13 feet (*N 28°57'15" W, 247.65 feet-8354/460*) generally along an existing fence and the common line with said 10.000 acre tract and a 9.968 acre tract described in Volume 9231, Page 2119 of the Real Property Records of Bexar County, Texas to an iron rod found in same for the most westerly corner of this tract and the most westerly corner of said 4.000 acre tract, said point also being the most southerly corner of said 10.000 acre tract described in Volume 13868, Page 1327;

THENCE, N 59°37'09" E, 698.97 feet (*N 59°39'37" E, 700.04 feet-8354/460*) generally along an existing fence and the common line with said 10.000 acre tract to the POINT OF BEGINNING and containing 3.987 acres of land, more or less.

Note: Plat also prepared this day.



J. M. Butz, Jr.
Registered Professional Land Surveyor
No. 2024

FN17-126.2

EXHIBIT 5

TRACT 6: 5.01 ac

STATE OF TEXAS
COUNTY OF BEXAR

Field note description of a 5.01 acre tract of land out of the Julian Diaz Survey No. 66, Abstract No. 187, County Block 5059 in Bexar County, Texas. Said 5.01 acre tract of land being the same land as described in a Corrective Foreclosure Sale Deed to U.S. Bank, N.A. as Trustee for the Registered Holders of Structured Asset Securities Corporation Mortgage Pass-through Certificates, Series 2007-TC1, recorded in Volume 14514, Page 528 of the Official Public Records of Bexar County, Texas. Said 5.01 acre tract of land also being out of a called 10.0 acre tract of land as described in a Deed to Salustiano A. Pino, recorded in Volume 1599, Page 315 of the Official Public Records of Bexar County, Texas. Said 5.01 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a one half inch iron rod found on the southwest right-of-way line of F.M. Highway 1518 (80' ROW), for the north corner of a called 10.0 acre tract of land as described in a deed to Roy B. Juarez and wife Edna M. Juarez, recorded in Volume 1839, Page 504 of the Deed Records of Bexar County, Texas.

THENCE along the southwest right-of-way line of F.M. Highway 1518, North 30° 32' 00" West, a distance of 247.59 feet to a "x" found in concrete in the center of a fifty-foot wide ingress and egress easement and being the east corner of a called 10.000 acre tract of land as described in a deed to Salustiano A. Pino, recorded in Volume 1599, Page 315 of the Deed Records of Bexar County, Texas, and North 30° 32' 00" West, a distance of 247.65 feet to a "x" found for the north corner of the aforesaid 10.000 acre tract of land.

THENCE along the northwest line of the aforesaid 10.000 acre tract of land, South 59° 13' 49" West, a distance of 663.70 feet to a one half inch iron rod found for the north corner and point of **BEGINNING** of the herein described 5.01 acre tract of land.

THENCE cutting into the aforesaid 10.000 acre tract of land, **South 30° 48' 21" East**, a distance of **222.73** feet, (record being South 30° 20' 57" East, a distance of 220.70 feet) to a one half inch iron rod found for the east corner of this tract and being the P.C. of a curve to the right.

THENCE with said curve to the right (whose radius is 20.00 feet, central angle is 49° 59' 06" and whose chord bears South 84° 11' 48" West, a distance of 16.90 feet) an arc distance of 17.45 feet to a one half inch iron rod set for the P.R.C. of a curve to the left.

THENCE with said curve to the left (whose radius is 50.00 feet, central angle is 139° 44' 10" and whose chord bears South 39° 19' 16" West, a distance of 93.89 feet) an arc distance of 121.94 feet to a one half inch iron rod set for the end of the curve and being on the southeast line of the aforesaid 10.000 acre tract of land.

THENCE with the southeast line of the aforesaid 10.000 acre tract, **South 59° 13' 31" West,** a distance of **795.26 feet**, (record being South 59° 39' 37" West, a distance of 794.80 feet) to a one half inch iron rod found for the south corner of this tract, same being the south corner of the aforesaid 10.000 acre tract of land.

THENCE with the southwest line of this tract and the northeast line of a tract of land as conveyed to Jennifer Varelans, recorded in Volume 10054, Page 1692 of the Official Public Records of Bexar County, Texas, **North 29° 23' 43" West,** a distance of **248.54** feet (record being North 29° 06' 10" West, a distance of 245.77 feet) to a one half inch iron rod found for the west corner of this tract and the south corner of a tract of land as conveyed to Salustiano A Pino, recorded in Volume 8354, Page 460 of the Official Public Records of Bexar County, Texas.

THENCE with the northwest line of this tract and the southeast line of the Salustiano A. Pino tract, **North 59° 17' 02" East,** a distance of **892.76** feet (record being North 59° 39' 37" East, a distance of 893.07 feet) to a the **POINT OF BEGINNING.**

EXHIBIT 6

TRACT 6

STATE OF TEXAS
COUNTY OF BEXAR

Field note description of a non-exclusive ingress and egress easement over a 1.18 acre tract of land out of the Julian Diaz Survey No. 66, Abstract No. 187, County Block 5059 in Bexar County, Texas. Said ingress and egress easement being the same easement as described in a Corrective Foreclosure Sale Deed to U.S. Bank, N.A. as Trustee for the Registered Holders of Structured Asset Securities Corporation Mortgage Pass-through Certificates, Series 2007-TC1, recorded in Volume 14514, Page 528 of the Official Public Records of Bexar County, Texas. Said ingress and egress easement being partially out of a called 10.0 acre tract of land as described in a Deed to Salustiano A. Pino, recorded in Volume 1599, Page 315 of the Official Public Records of Bexar County, Texas. Said ingress and egress easement being more particularly described by metes and bounds as follows:

COMMENCING at a one half inch iron rod found on the southwest right-of-way line of F.M. Highway 1518 (80' ROW), for the north corner of a called 10.0 acre tract of land as described in a deed to Roy B. Juarez and wife Edna M. Juarez, recorded in Volume 1839, Page 504 of the Deed Records of Bexar County, Texas.

THENCE along the southwest right-of-way line of F.M. Highway 1518, **North 30° 32' 00" West**, a distance of **247.59** feet to a point for the center of a fifty foot wide ingress and egress easement and being the point of **BEGINNING** of the herein described ingress and egress easement.

Thence continuing along the southwest right-of-way line of F.M. Highway 1518, **North 30° 32' 00" West**, a distance of **25.32** feet to a point for the north corner of this ingress and egress easement.

THENCE along the northwest line of this ingress and egress easement, **South 59° 12' 13" West**, a distance of **862.65** feet to a point for the P.C. of a curve to the right.

THENCE with said curve to the right (whose radius is 20.00 feet, central angle is 49° 59' 06" and whose chord bears South 84° 11' 48" West, a distance of 16.90 feet) an arc distance of 17.45 feet to a one half inch iron rod set for the P.R.C. of a curve to the left.

THENCE with said curve to the left (whose radius is 50.00 feet, central angle is 139° 44' 10" and whose chord bears South 39° 19' 16" West, a distance of 93.89 feet) an arc distance of 121.94 feet to a one half inch iron rod set for the P.C.C. of the curve and being on the southeast line of the aforesaid 10.000 acre tract of land.

THENCE continuing with said curve to the left (whose radius is 50.00 feet, central angle is 140° 15' 24" and whose chord bears North 79° 19' 28" East, a distance of 94.05 feet) an arc distance of 122.40 feet to a point for the P.R.C. of a curve to the right.

THENCE with said curve to the right (whose radius is 20.00 feet, central angle is 49° 59' 26" and whose chord bears North 84° 11' 29" East, a distance of 16.90 feet) an arc distance of 17.45 feet to a point for the P.T. of the curve.

THENCE with the southeast line of this ingress and egress easement, **North 59° 12' 13" East,** a distance of **862.41 feet to a point on the southwest right-of-way line of F.M. Highway 1518.**

THENCE along the southwest right-of-way line of F.M. 1518, **North 30° 32' 00" West,** a distance of **24.67** feet to the **POINT OF BEGINNING.**

EXHIBIT 6 Cont.

TRACT 7: 20.003 ac

FIELD NOTES
August 11, 2017

BEING 20.003 acres of land, more or less, out of the Julian Diaz Survey No. 66, Abstract 187, County Block 5059, Bexar County, Texas and being comprised of a 9.968 acre tract described in Volume 9231, Page 2119 and a 10.000 acre tract described in Volume 10054, Page 1692, both in the Real Property Records of Bexar County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found in the existing northeast R.O.W. line of Ware-Seguin Road for the most southerly corner of this tract and the most southerly corner of the above referenced 10.000 acre tract, said point also being the most westerly corner of Lot 2 of the Boenig Subdivision, Unit 1 as recorded in Volume 7800, Page 85 of the Deed and Plat Records of Bexar County, Texas;

THENCE, N 40°41'55" W, 85.28 feet (*N 40°48'00" W, 85.28 feet-10054/1692*) along said northeast R.O.W. line to an iron rod set in same for an angle point of this tract;

THENCE, N 33°11'23" W, 30.62 feet (*N 28°54'23" W, 30.64 feet-10054/1692*) along said northeast R.O.W. line to an iron rod set for an interior corner of this tract, and the common corner with said 9.968 acre tract;

THENCE, S 58°29'07" W, 30.44 feet (*S 58°27'31" W, 30.41 feet-9231/2119*) along the northwest R.O.W. line of said Ware-Seguin Road to an iron rod set for a corner of this tract and the southerly corner of said 9.968 acre tract;

THENCE, N 28°56'17" W, 1598.70 feet (*N 29°06'10" W, 1598.01 feet-9231/2119*) generally along an existing fence and the common line with a 91.288 acre tract described in Volume 11601, Page 2280 of the Real Property Records of Bexar County, Texas to an iron rod found for the most westerly corner of this tract and the most westerly corner of said 9.968 acre tract;

THENCE, N 59°59'10" E, 509.96 feet (*N 59°39'37" E, 509.12 feet-9231/2119*) generally along an existing fence and the common line with a 145.276 acre tract described in Volume 11564, Page 1814 of the Real Property Records of Bexar County, Texas to an iron rod found for the most northerly corner of this tract and the most northerly corner of said 9.968 acre tract, said point also being the most westerly corner of a 10.000 acre tract described in Volume 13868, Page 1327 of the Real Property Records of Bexar County, Texas;

THENCE, S 28°59'16" E, 249.16 feet (*S 28°00'13" E, 248.80 feet-13868/1327*) generally along an existing fence and the common line with said 10.000 acre tract to an iron rod found for an angle point of this tract and the most southerly corner of said 10.000 acre tract;

THENCE, S 28°51'36" E, 247.12 feet (*S 28°57'15" E, 247.65 feet-8354/460*) generally along an existing fence and the common line with a 4.000 acre tract described in Volume 8354, Page 460 of the Real Property Records of Bexar County, Texas to an iron rod found for an angle point of this tract and the most southerly corner of said 4.000 acre tract;

EXHIBIT 7

TRACT 7

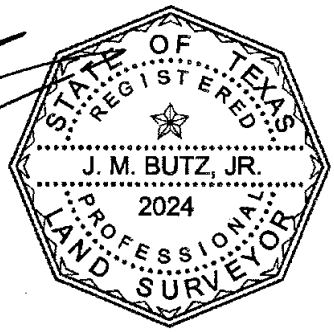
Page 2 (20.003 acre tract)

THENCE, S 28°58'19" E, (*S 29°06'10" E-10054/1692*) 494.53 feet generally along an existing fence and the common line with a 5.000 acre tract described in Volume 14514, Page 528 of the Real Property Records of Bexar County, Texas and a 10.000 acre tract described in Volume 1638, Page 193 of the Real Property Records of Bexar County, Texas to an iron rod found for an angle point of this tract and the most southerly corner of said 10.000 acre tract;

THENCE, S 29°02'59" E, (*S 29°06'10" E-10054/1692*) 730.22 feet generally along an existing fence and the common line with a 14.199 acre tract described in Volume 17653, Page 2384 of the Real Property Records of Bexar County, Texas to an iron rod found for the most easterly corner of this tract and the most easterly corner of the 10.00 acre tract described in Volume 10054, Page 1692 of the Real Property Records of Bexar County, Texas, said point also being the most northerly corner of said Lot 2 of the Boenig Subdivision, Unit 1;

THENCE, S 61°04'30" W, 461.40 feet (*S 61°58'25" W, 461.71 feet-10054/1692*) generally along an existing fence and the common line with said Lot 2 to the POINT OF BEGINNING and containing 20.003 acres of land, more or less.

Note: Plat also prepared this day.



J. M. Butz, Jr.
Registered Professional Land Surveyor
No. 2024

FN17-125

EXHIBIT 7 Cont.

TRACT 8: 1.00 ac

A 1.00 ACRE TRACT OUT OF THE JULIAN DIAZ SURVEY NO. 66, ABSTRACT NO. 187, COUNTY BLOCK 5059, BEXAR COUNTY, TEXAS, SAME BEING THE CALLED 1.00 ACRE TRACT, DESCRIBED IN A DEED TO SAUL MENDOZA AND LAURA MENDOZA, IN VOLUME 11742, PAGE 1697, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, SAID 1.00 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT " ATTACHED HERETO AND MADE A PART HEREOF.

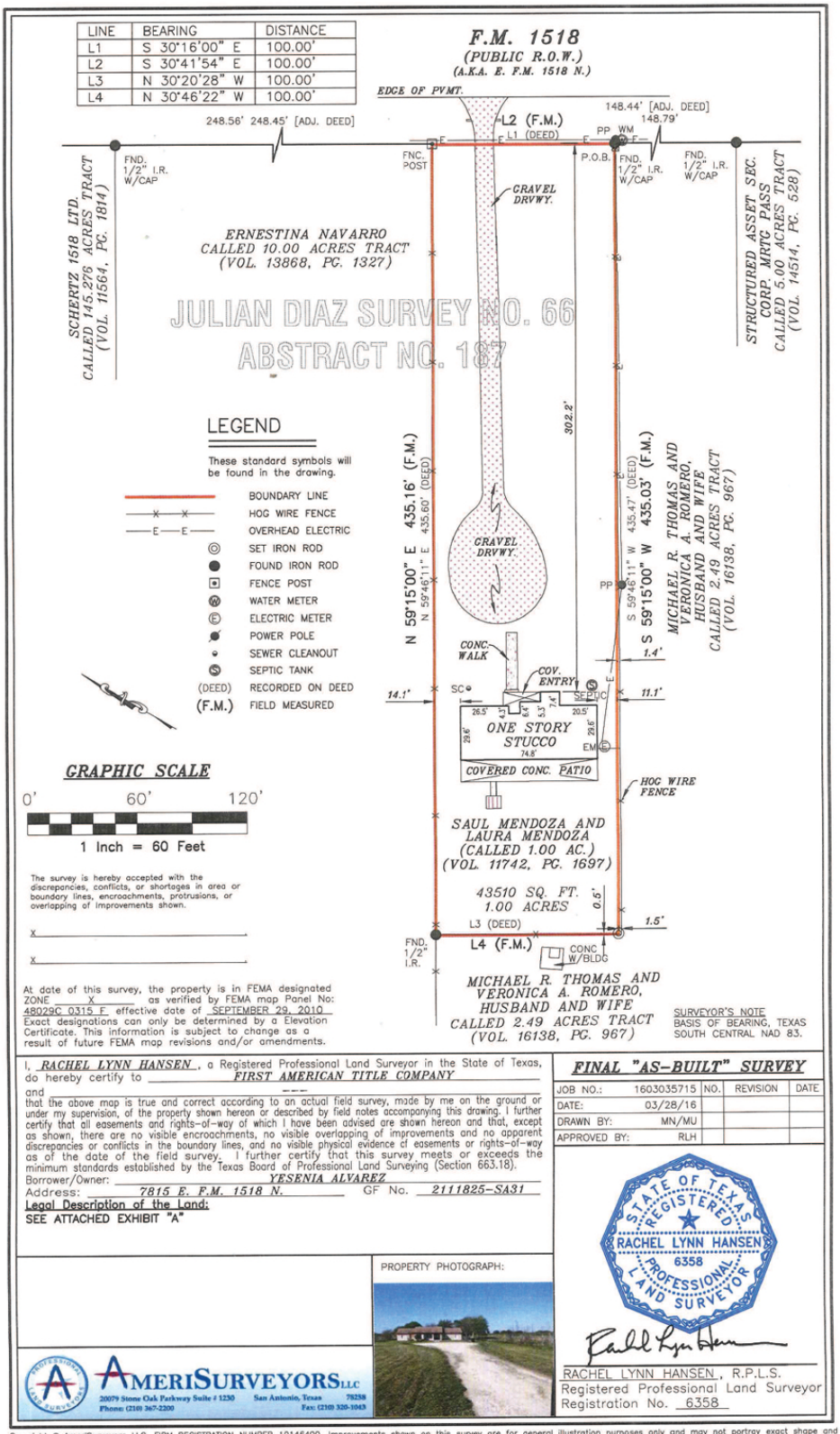


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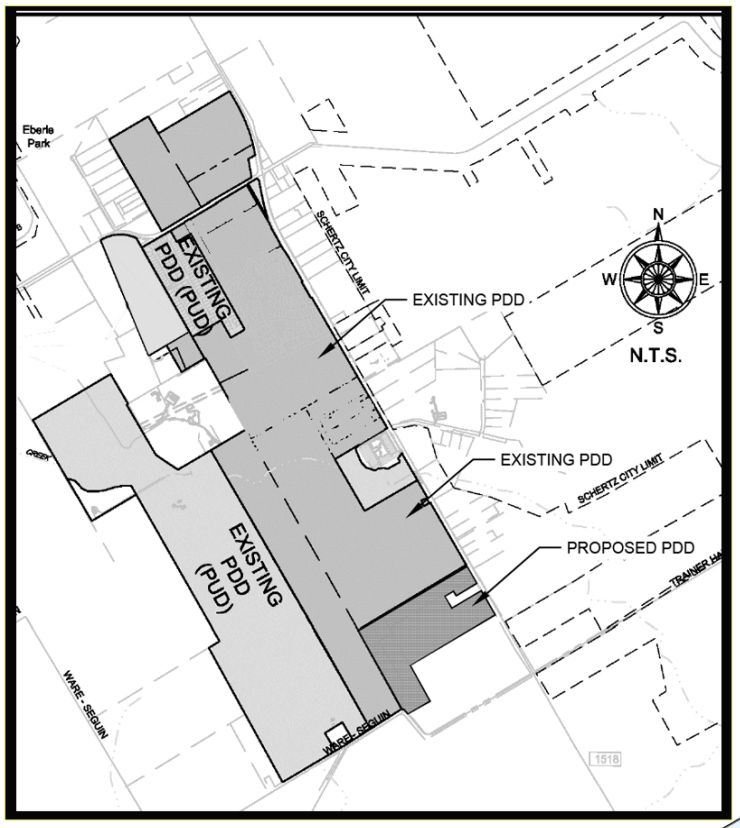
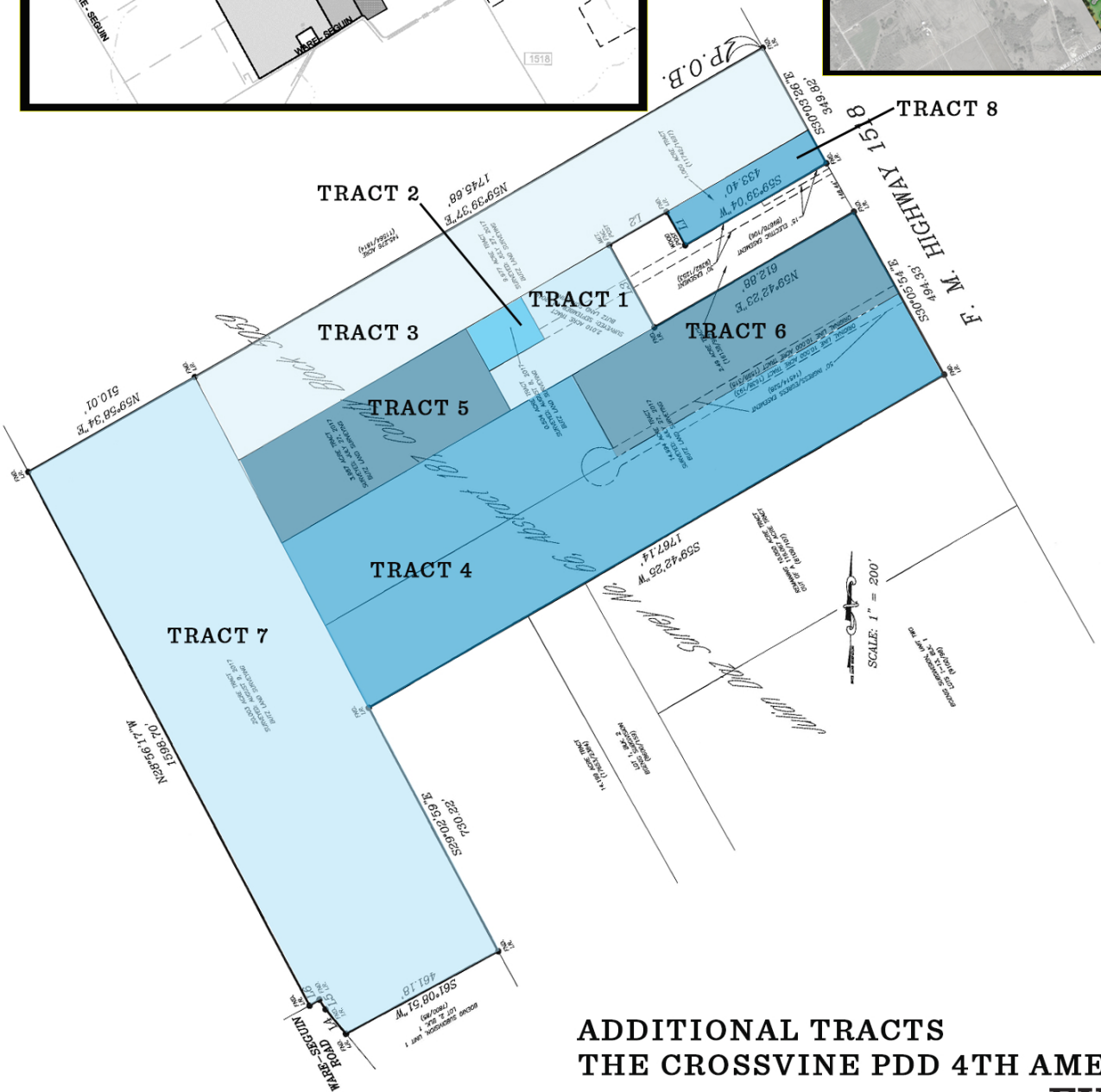
EXHIBIT 8





ADDITIONAL TRACTS
THE CROSSVINE PDD 4TH AMENDMENT
EXHIBIT 9

THE

CROSSVINE

SCHERTZ • TEXAS • 78154

THE CROSSVINE PDD
4th AMENDMENT
12-18-20

The Crossvine PDD Fourth Amendment

The Sedona Trails PDD was approved by the Planning and Zoning Commission and the City Council of Schertz, Texas on January 24, 2012 (the "Sedona Trails PDD") by Ordinance 12-S-01. The history and prior iterations of the Sedona Trails PDD are more specifically detailed and set forth in the preamble to the Sedona Trails PDD which was approved on January 24, 2012. The Sedona Trails PDD was subsequently amended by (i) Ordinance 12-S-16 on August 21, 2012 (the "First Amendment") (ii) Ordinance 14-S-08 on March 11th, 2014 (the "Second Amendment"), (iii) Ordinance 17-S-01 on February 28, 2017 (the "Third Amendment"), and renamed The Crossvine PDD along with detailing and defining certain items referenced in the Sedona Trails PDD which were unresolved and primarily focusing on Community and Public Amenity Standards, Architectural Design Standards for single-family residences, and related matters of clarification (collectively, the Sedona Trails PDD and the First Amendment are hereinafter referred to as "The Crossvine PDD").

As contemplated in The Crossvine PDD, this Amendment (the "Fourth Amendment") is the continuation of the definition of the Overall Conceptual Master Plan and is primarily focused on the addition of property to The Crossvine PDD (which is hereinafter referred to as "Module IIIB"). For the purposes of this Fourth Amendment, defined terms set forth in The Crossvine PDD are hereby incorporated by reference and included herein and reference shall be made to The Crossvine PDD for specific elements which are not specifically defined or otherwise set forth herein.

The Crossvine PDD remains in full force and effect with the exception of the matters addressed herein which shall be considered to be amendments to The Crossvine PDD. Elements, requirements, and conditions set forth in The Crossvine PDD shall be deemed to apply to those portions of the Property addressed by this Fourth Amendment unless specifically excluded, changed, or modified. Similarly, nothing in this Fourth Amendment shall be deemed to modify any elements, requirements, or conditions of The Crossvine PDD unless specifically noted herein.

The UDC for the City establishes certain requirements and standards for the development of Planned Development Districts. The version of the UDC (and regulations, fees, etc. associated therewith) applicable to the Project Area shall control all development standards except to the extent modified by this Fourth Amendment, The Crossvine PDD, or by the original Sedona PUD. Provisions of the UDC shall be interpreted to be consistent with The Crossvine PDD (as amended) and, in the event of any apparent conflict, the UDC shall be deemed amended to give full effect to The Crossvine PDD (as amended).

Amendments to The Crossvine PDD Section 2: Legal Description/Metes and Bounds

Addition of Property to The Crossvine PDD Project Area

The Crossvine PDD Project Area is expanded by this Fourth Amendment to include eight additional tracts of land. These tracts shall be incorporated into Module III and shall be more specifically known as Module IIIB. Briefly described, the additional included tracts of land (collectively, the "Additional Tracts") are:

1. A 2.010 acre tract generally located SE of The Crossvine Module IIIA and west of FM 1518 ("Additional Tract 1"); and
2. A 0.504 acre tract of land generally located SE of The Crossvine Module IIIA and west of FM 1518 ("Additional Tract 2"); and
3. A 9.977 acre tract of land generally located SE of The Crossvine Module IIIA and west of FM 1518 ("Additional Tract 3"); and
4. A 14.994 acre tract generally located SE of The Crossvine Module IIIA and west of FM 1518 ("Additional Tract 4"); and
5. A 3.987 acre tract of land generally located SE of The Crossvine Module IIIA and west of FM 1518 ("Additional Tract 5"); and
6. A 5.01 acre tract of land generally located SE of The Crossvine Module IIIA and west of FM 1518 ("Additional Tract 6"); and
7. A 20.003 acre tract of land generally located SE of The Crossvine Module IIIA and west of FM 1518 ("Additional Tract 7"); and
8. A 1.00 acre tract of land generally located SE of The Crossvine Module IIIA and west of FM 1518 ("Additional Tract 8").

Legal descriptions for each of the eight tracts of land noted above and to be included in The Crossvine PDD pursuant to this Fourth Amendment are included as Exhibits 1-8. In addition, a location map which graphically depicts the location of each of the above referenced tracts is included as Exhibit 9.

Additional Tracts; Zoning and PDD Applicability

Module IIIB shall be developed as single-family residential lots as currently allowed and governed by The Crossvine PDD or as may ultimately be permitted or allowed by The Crossvine PDD. The zoning for the Additional Tracts and the applicability of The Crossvine PDD to such Additional Tracts shall be:

Additional Tract 1:	Shall be incorporated into Module III and the terms, conditions and requirements associated with Module I shall apply as set forth in The Crossvine PDD, this Amendment, and contemplated subsequent amendments;
Additional Tract 2:	Shall be incorporated into Module III and the terms, conditions and requirements associated with Module I shall apply as set forth in The Crossvine PDD, this Amendment, and contemplated subsequent amendments;
Additional Tract 3:	Shall be incorporated into Module III and the terms, conditions and requirements associated with Module I shall apply as set forth in The Crossvine PDD, this Amendment, and contemplated subsequent amendments;

Additional Tract 4:	Shall be incorporated into Module III and the terms, conditions and requirements associated with Module I shall apply as set forth in The Crossvine PDD, this Amendment, and contemplated subsequent amendments;
Additional Tract 5:	Shall be incorporated into Module III and the terms, conditions and requirements associated with Module I shall apply as set forth in The Crossvine PDD, this Amendment, and contemplated subsequent amendments;
Additional Tract 6:	Shall be incorporated into Module III and the terms, conditions and requirements associated with Module I shall apply as set forth in The Crossvine PDD, this Amendment, and contemplated subsequent amendments;
Additional Tract 7:	Shall be incorporated into Module III and the terms, conditions and requirements associated with Module I shall apply as set forth in The Crossvine PDD, this Amendment, and contemplated subsequent amendments;
Additional Tract 8:	Shall be incorporated into Module III and the terms, conditions and requirements associated with Module I shall apply as set forth in The Crossvine PDD, this Amendment, and contemplated subsequent amendments.

Provided, however, as it relates to the Additional Tracts, the current use of such property shall continue to be permitted, including, but not limited to additional improvements, renovations, structures, etc. which are ancillary to the current use of such property.

Amendments to The Crossvine PDD Section 7: Module III

7.1.1 Module IIIB

Module IIIB is composed of 57.486 acres. Module IIIB shall be developed with single-family residential development and will likely be composed primarily of DSFR (1); although any Detached Single-Family Residential (DSFR(1)-DSFR(3)) shall be permitted in Module IIIB as well as any Detached Single-Family Residential lots which may be permitted in any subsequent amendment to The Crossvine PDD. Module IIIB abuts Module IIIA on its northern boundary, FM 1518 along its eastern boundary, and Ware Seguin Road on its southern boundary. The design for Module IIIB shall be a natural extension of the land plan design and development aesthetic of The Crossvine. The dominant theme and aesthetics of The Crossvine of accessible greenspace, walking trails, meandering roadways and intimate cul-de-sacs will be maintained. The construction, landscaping, signage, and other features in Module III will adhere to the Public Amenity and Architectural Standards as previously established by The Crossvine PDD for Module I.

Exhibit 10 (the "Module IIIB Conceptual Land Plan") attached hereto reflects the currently anticipated development of Module IIIB. It is hereby agreed that the zoning for Module IIIB (collectively, the "Module IIIB Zoning Categories") shall be:

Single-Family Residential: The area designated as Single-Family Residential shall include DSFR(1)-DSFR(3) or any subsequently approved single-family zoning along with the ancillary uses in the development of such areas (e.g., greenbelts, mail kiosks, amenity centers, etc.).

Land Use Dimensional Requirements (Ordinance 12-S-16)

	Min. Lot Size and Dimensions			Minimum Setback (Ft.)					Misc. Requirements				
Use Category	Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Side Ft. - Resid.	Side Ft. Non-Resid.	Rear Ft. Resid	Rear Ft. Non Resid	Min. Off-Street Pkg	Max. Height (Ft.)	Max. Imperv Cover	DUE Allocation	Max. Home Size (*conditioned area) (in sq. ft.)*
Improved Property Land Use - Resid.													
Detached Single Family Residential													
DSFR(1)	5,500	50	110	20*	5	5	10	10	2	38	65%	1	3519**
DSFR(2)	7,200	60	120	20*	5	5	10	10	2	38	65%	1	4014**
DSFR(3)	8,400	70	120	20*	5	5	10	10	2	38	65%	1	4509**

**20 ft. minimum set back is from ROW line to garage. Porch, patio, courtyard or house may protrude into setback by no more than 5 ft.*

***Amended as a Minor Special Exception, approved by City of Schertz 4-18-2017*

TRACT 1: 2.010 ac

FIELD NOTES
September 18, 2019

BEING 2.010 acres of land, more or less, out of the Julian Diaz Survey No. 66, Abstract 187, County Block 5059, Bexar County, Texas and also being out of a 4.991 acre tract described in Volume 8354,. Pag 909 of the Real Property Records of Bexar County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found in the common line with a 5.000 acre tract described in Volume 14514, Page 528 of the Real Property Records of Bexar County, Texas for the most southerly corner of this tract and the most southerly corner of the above reference 4.991 acre tract, said point also being the most easterly corner of a 4.000 acre tract described in Volume 8354, Page 460 of the Real Property Records of Bexar County, Texas;

THENCE, N 30°00'54" W, (*N 30 °20'23" W-8354/460*)119.06 feet generally along an existing wire fence and the common line with said 4.000 acre tract to an iron found in same for a corner of this tract and the most southerly corner of a 0.50 acre tract described in Volume 9392, Page 1253 of the Real Property Records of Bexar County, Texas;

THENCE, N 59°50'29" E, 170.29 feet (*N 59 °35'37" E, 168.32 feet-9392/1253*) along the common line with said 0.50 acre tract to an iron rod found for an interior corner of this tract and the most easterly corner of said 0.50 acre tract;

THENCE, N 30°23'56" W, 129.62 feet (*N 30 °21'45" W, 129.45 feet-9392/1253*) along the common line with said 0.50 acre tract to an iron rod found in the common line with a 9.977 acre tract described in Volume 18693, Page 578 of the Real Property Records of Bexar County, Texas for a corner of this tract and the most northerly corner of said 0.50 acre tract;

THENCE, N 59°37'47" E, (*N 59 °39'37" E-8354/909*) 271.61 feet generally along an existing wire fence and the common line with said 9.977 acre tract to a metal fence corner post found for the most northerly corner of this tract and the most westerly corner of a 2.49 acre tract described in Volume 16138, Page 967 of the Real Property Records of Bexar County, Texas;

THENCE, S 29°54'52" E, 248.79 feet (*S 30 °19'18" E, 248.25 feet-16138/967*) generally along an existing wire fence and the common line with said 2.49 acre tract, crossing said 4.991 acre tract to an iron rod found in the common line with a 15.00 acre tract described in Volume 18733, Page 1544 of the Real Property Records of Bexar County, Texas for the most easterly corner of this tract and the most southerly corner of said 2.49 acre tract;

THENCE, S 59°42'23" W, (*S 59 °40'39" W-8354/909*) 251.17 feet along the common line with said 15.00 acre tract to an iron rod found for an angle point of this tract and the most northerly corner of said 5.000 acre tract;

THENCE, S 59°44'20" W, (*S 59 °40'39" W-8354/909*) 189.42 feet along the common lline with said 5.000 acre tract to the POINT OF BEGINNING and containing 2.010 acres of land, more or less.

Note: Plat also prepared this day.

J. M. Butz, Jr.
Registered Professional Land Surveyor
No. 2024

FN19-149

EXHIBIT 1

TRACT 2: 0.504

FIELD NOTES
August 11, 2017

BEING 0.504 acre of land, more or less, out of the Julian Diaz Survey No. 66, Abstract 187, County Block 5059, Bexar County, Texas and being described as a 0.50 acre tract in Volume 9392, Page 1253 of the Real Property Records of Bexar County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found in the common line with a 10.000 acre tract described in Volume 13868, Page 1327 of the Real Property Records of Bexar County, Texas for the most westerly corner of this tract and the most westerly corner of said 0.50 acre tract, said point also being the most northerly corner of a 4.000 acre tract described in Volume 8354, Page 460 of the Real Property Records of Bexar County, Texas;

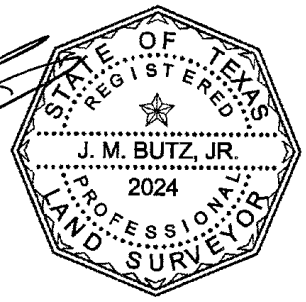
THENCE, N 59°37'47" E, 169.42 feet (*N 59°35'19" E, 168.41 feet-9392/1253*) generally along an existing fence and the common line with said 10.000 acre tract to an iron rod found in same for the most northerly corner of this tract and the most northerly corner of said 0.50 acre tract, said point being S 59°37'47" E, 881.93 feet from an iron rod found in the existing southwest R.O.W. line of F. M. Highway 1518 for the most easterly corner of said 10.000 acre tract;

THENCE, S 30°23'56" E, 129.65 feet (*S 30°21'45" E, 129.45 feet-9392/1253*) along the common line with the remaining portion of a 4.991 acre tract described in Volume 8354, Page 909 of the Real Property Records of Bexar County, Texas to an iron rod found for the most easterly corner of this tract and the most easterly corner of said 0.50 acre tract;

THENCE, S 59°50'29" W, 170.29 feet (*S 59°35'37" W, 168.32 feet-9392/1253*) along the common line with the remaining portion of said 4.991 acre tract to an iron rod found in the common line with said 4.000 acre tract;

THENCE, N 30°00'54" W, 129.02 feet (*N 30°24'04" W, 129.24 feet-9392/1253*) generally along an existing fence and the common line with said 4.000 acre tract to the POINT OF BEGINNING and containing 0.504 acre of land, more or less.

Note: Plat also prepared this day.



J. M. Butz, Jr.
Registered Professional Land Surveyor
No. 2024

FN17-127

EXHIBIT 2

TRACT 3: 9.977 ac

FIELD NOTES
July 27, 2017

BEING 9.977 acres of land, more or less, out of the Julian Diaz Survey No. 66, Abstract 187, County Block 5059, Bexar County, Texas and also being described as a 10.00 acre tract in Volume 13868, Page 1327 of the Real Property Records of Bexar County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found in the existing southwest R.O.W. line of F. M. Highway 1518 for the most easterly corner of this tract and the most easterly corner of the above referenced 10.00 acre tract, said point also being the most northerly corner of a 1.000 acre tract described in Volume 11742, Page 1697 of the Real Property Records of Bexar County, Texas;

THENCE, S 59°43'33" W, (*S 59°39'04" W-13868/1327*) 434.47 feet (*S 59°46'11" W, 435.60 feet-11742/1697*) generally along an existing fence and the common line with said 1.000 acre tract to an iron rod found for the an angle point of this tract and the most westerly corner of said 1.000 acre tract;

THENCE, S 59°37'47" W, (*S 59°39'04" W-13868/1327*) 616.88 feet (*S 59°39'37" W, 615.98 feet-8354/909*) generally along an existing fence and the common line with a 2.49 acre tract described in Volume 16138, Page 967 of the Real Property Records of Bexar County, Texas: the remaining portion of a 4.991 acre tract described in Volume 8354, Page 909 of the Real Property Records of Bexar County, Texas and the common line with a 0.500 acre tract described in Volume 10187, Page 27 of the Real Property Records of Bexar County, Texas to an iron rod found for an angle point of this tract and the most westerly corner of said 0.500 acre tract;

THENCE, S 59°37'09" W, (*S 59°39'04" W-13868/1327*) 698.97 feet (*S 59°39'37" W, 700.04 feet-8354/460*) generally along an existing fence and the common line with a 4.000 acre tract described in Volume 8354, Page 460 of the Real Property Records of Bexar County, Texas to an iron rod found for the most southerly corner of this tract and the most westerly corner of said 4.000 acre tract;

THENCE, N 28°59'16" W, 249.16 feet (*N 29°00'13" W, 248.80 feet-13868/1327*) generally along an existing fence and the common line with a 9.968 acre tract described in Volume 9231, Page 2119 of the Real Property Records of Bexar County, Texas to an iron rod found in the common line with a 145.427 acre tract described in Volume 11564, Page 1814 of the Real Property Records of Bexar County, Texas for the most westerly corner of this tract and the most northerly corenr of said 9.968 acre tract;

THENCE, N 59°39'37" E, 1745.68 feet (*Ref. Brg. N 59°39'37" E, 1745.52 feet-13868/1327*) generally along an existing fence and the common line with said 145.427 acre tract to an iron rod found in the existing southwest R.O.W. line of F. M. Highway 1518 for the most northerly corner of this tract and the most easterly corner of said 145.427 acre tract;

THENCE, S 30°03'26" E, 248.76 feet (*S 30°11'36" E, 248.45 feet-13868/1327*) along said southwest R.O.W. line to the POINT OF BEGINNING and containing 9.977 acres of land, more or less.

Note: Plat also prepared this day.

J. M. Butz, Jr.
Registered Professional Land Surveyor
No. 2024

STATE OF TEXAS
REGISTERED
J. M. BUTZ, JR.
2024
PROFESSIONAL
LAND SURVEYOR

FN17-124

EXHIBIT 3

TRACT 4: 14.994 ac

FIELD NOTES
August 11, 2017

BEING 14.994 acres of land, more or less, out of the Julian Diaz Survey No. 66, Abstract 187, County Block 5059, Bexar County, Texas and being comprised of a 10.000 acre tract described in Volume 1638, Page 193 of the Real Property Records of Bexar County, Texas and 4.994 acres out of a 10.000 acre tract described in Volume 1599, Page 315 of the Real Property Records of Bexar County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found in the existing southwest R.O.W. line of F. M. Highway 1518 for the most northerly corner of this tract and the most northerly corner of said 10.000 acre tract described in Volume 1599, Page 315, said point also being the most easterly corner of a 2.49 acre tract described in Volume 16138, Page 967 of the Real Property Records of Bexar County, Texas;

THENCE, S 30°05'54" E, (*S 30°16'00" E-1599/315*) along said southwest R.O.W. line passing the most easterly corner of said 10.000 acre tract described in Volume 1599, Page 315 at 247.71 feet and continuing a total distance of 494.33 feet to an iron rod found in same for the most easterly corner of this tract and the most easterly corner of said 10.000 acre tract described in Volume 1638, Page 193;

THENCE, S 59°42'25" W, 1767.14 feet (*S 59°39'37" W, 1766.07 feet-1638/193*) generally along an existing fence and the common line with a 10.000 acre tract described in Volume 1839, Page 504 of the Real Property Records of Bexar County, Texas; Lot 1, Block 2 of Boenig Subdivision as recorded in Volume 8600, Page 159 of the Deed and Plat Records of Bexar County, Texas and a 14.199 acre tract described in Volume 17653, Page 2384 of the Real Property Records of Bexar County, Texas to an iron rod found in the common line with a 10.000 acre tract described in Volume 10054, Page 1692 of the Real Property Records of Bexar County, Texas for the most southerly corner of this tract and the most southerly corner of said 10.000 acre tract described in Volume 1638, Page 193;

THENCE, N 28°58'19" W, 246.78 feet (*N 29°06'11" W, 247.05 feet-1638/193*) generally along an existing fence and the common line with said 10.000 acre tract described in Volume 10054, Page 1692 to an iron rod set for the most westerly corner of this tract and the most westerly corner of said 10.000 acre tract described in Volume 1638, Page 193, and also being the most southerly corner of a 5.000 acre tract described in Volume 14514, Page 528 of the Real Property Records of Bexar County, Texas;

THENCE, N 59°44'23" E, 795.24 feet (*N 59°39'37" E, 794.80 feet-14514/528*) along the common line with said 5.000 acre tract to an iron rod set for a corner of this tract and a corner of said 5.000 acre tract and the beginning of a curve to the right;

THENCE, along the common line with said 5.000 acre tract in a northeasterly direction and having a central angle of 141°03'36" , a radius of 50.00 feet (*50.00 feet-14514/528*), a tangent distance of 141.43 feet, an arc length of 123.10 feet (*122.17 feet-14514/528*) and chord bearing and distance of N 39°37'07" E, 94.28 feet (*N 39°39'27" E, 93.97 feet-14514/528*) to an iron rod set for the end of this curve and the beginning of a curve to the left;

EXHIBIT 4

TRACT 4

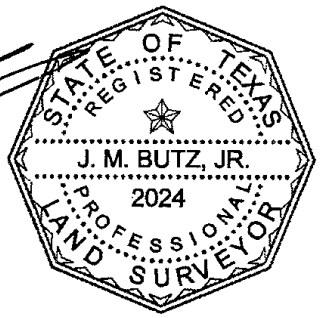
Page 2 (14.994 acres)

THENCE, along the common line with said 5.000 acre tract in an easterly direction and having a central of 49°55'25", a radius of 20.00 feet, (*20.00 feet-14514/528*) a tangent distance of 9.31 feet, an arc length of 17.43 feet, (*17.45 feet-14514/528*) and a chord bearing an distance of N 84°41'46" E, 16.88 feet (*N 84°39'12" E, 16.90 feet-14514/528*) to an iron rod found for the end of this curve and a corner of this tract and a corner of said 5.000 acre tract, said point also being a corner of a 50' Ingress-Egress Easement described in Volume 14514, Page 528 of the Real Property Records of Bexar County, Texas;

THENCE, N 30°17'43" W, 222.81 feet (*N 30°20'57" W, 220.70 feet-14514/528*) along the common line with said 5.000 acre tact to an iron rod found in the common line with a 4.991 acre tract described in Volume 8354, Page 909 of the Real Property Records of Bexar County, Texas for a corner of this tract and the most northerly corner of said 5.000 acre tract;

THENCE, N 59°42'23" E, (*N 59°39'37" E-1599/315*) 864.04 feet generally along an existing fence and the common line with said 4.991 acre tract and said 2.49 acre tract to the POINT OF BEGINNING and containing 14.994 acres of land, more or less.

Note: Plat also prepared this day



J. M. Butz, Jr.
Registered Professional Land Surveyor
No. 2024

FN17-126.1

EXHIBIT 4 Cont.

TRACT 5: 3.987 ac

FIELD NOTES
August 11, 2017

BEING 3.987 acres of land, more or less, out of the Julian Diaz Survey No. 66, Abstract 187, County Block 5059, Bexar County, Texas and being described as a 4.000 acre tract in Volume 8354, Page 460 of the Real Property Records of Bexar County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found in the common line with a 10.000 acre tract described in Volume 13868, Page 1327 of the Real Property Records of Bexar County, Texas for the most northerly corner of this tract and the most northerly corner of the above referenced 4.000 acre tract, said point also being the most westerly corner of a 0.50 acre tract described in Volume 9392, Page 1253 of the Real Property Records of Bexar County, Texas;

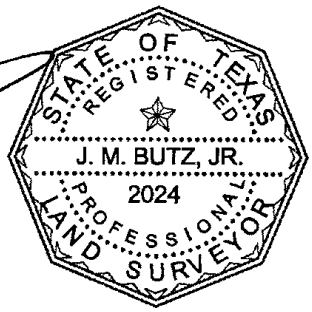
THENCE, S 30°00'54" E, (*S 30°20'23" E-8354/460*) generally along an existing fence and the common line with said 0.50 acre tract passing an iron rod found at 129.02 feet (*129.24 feet-9392/1253*) and continuing along the common line with the remaining portion of a 4.991 acre tract described in Volume 8354, Page 909 of the Real Property Records of Bexar County, Texas a total distance of 248.09 feet (*248.10 feet-8354/460*) to an iron rod found in the common line with a 5.000 acre tract described in Volume 14514, Page 528 of the Real Property Records of Bexar County, Texas for the most easterly corner of this tract and the most easterly corner of said 4.000 acre tract;

THENCE, S 59°42'15" W, 703.95 feet (*S 59°42'11" W, 706.03 feet-8354/460*) along the common line with said 5.000 acre tract to an iron rod found in the common line with a 10.000 acre tract described in Volume 10054, Page 1692 of the Real Property Records of Bexar County, Texas for the most southerly corner of this tract and the most southerly corner of said 4.000 acre tract;

THENCE, N 28°51'36" W, 247.13 feet (*N 28°57'15" W, 247.65 feet-8354/460*) generally along an existing fence and the common line with said 10.000 acre tract and a 9.968 acre tract described in Volume 9231, Page 2119 of the Real Property Records of Bexar County, Texas to an iron rod found in same for the most westerly corner of this tract and the most westerly corner of said 4.000 acre tract, said point also being the most southerly corner of said 10.000 acre tract described in Volume 13868, Page 1327;

THENCE, N 59°37'09" E, 698.97 feet (*N 59°39'37" E, 700.04 feet-8354/460*) generally along an existing fence and the common line with said 10.000 acre tract to the POINT OF BEGINNING and containing 3.987 acres of land, more or less.

Note: Plat also prepared this day.



J. M. Butz, Jr.
Registered Professional Land Surveyor
No. 2024

FN17-126.2

EXHIBIT 5

TRACT 6: 5.01 ac

STATE OF TEXAS
COUNTY OF BEXAR

Field note description of a 5.01 acre tract of land out of the Julian Diaz Survey No. 66, Abstract No. 187, County Block 5059 in Bexar County, Texas. Said 5.01 acre tract of land being the same land as described in a Corrective Foreclosure Sale Deed to U.S. Bank, N.A. as Trustee for the Registered Holders of Structured Asset Securities Corporation Mortgage Pass-through Certificates, Series 2007-TC1, recorded in Volume 14514, Page 528 of the Official Public Records of Bexar County, Texas. Said 5.01 acre tract of land also being out of a called 10.0 acre tract of land as described in a Deed to Salustiano A. Pino, recorded in Volume 1599, Page 315 of the Official Public Records of Bexar County, Texas. Said 5.01 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a one half inch iron rod found on the southwest right-of-way line of F.M. Highway 1518 (80' ROW), for the north corner of a called 10.0 acre tract of land as described in a deed to Roy B. Juarez and wife Edna M. Juarez, recorded in Volume 1839, Page 504 of the Deed Records of Bexar County, Texas.

THENCE along the southwest right-of-way line of F.M. Highway 1518, North 30° 32' 00" West, a distance of 247.59 feet to a "x" found in concrete in the center of a fifty-foot wide ingress and egress easement and being the east corner of a called 10.000 acre tract of land as described in a deed to Salustiano A. Pino, recorded in Volume 1599, Page 315 of the Deed Records of Bexar County, Texas, and North 30° 32' 00" West, a distance of 247.65 feet to a "x" found for the north corner of the aforesaid 10.000 acre tract of land.

THENCE along the northwest line of the aforesaid 10.000 acre tract of land, South 59° 13' 49" West, a distance of 663.70 feet to a one half inch iron rod found for the north corner and point of **BEGINNING** of the herein described 5.01 acre tract of land.

THENCE cutting into the aforesaid 10.000 acre tract of land, **South 30° 48' 21" East**, a distance of **222.73** feet, (record being South 30° 20' 57" East, a distance of 220.70 feet) to a one half inch iron rod found for the east corner of this tract and being the P.C. of a curve to the right.

THENCE with said curve to the right (whose radius is 20.00 feet, central angle is 49° 59' 06" and whose chord bears South 84° 11' 48" West, a distance of 16.90 feet) an arc distance of 17.45 feet to a one half inch iron rod set for the P.R.C. of a curve to the left.

THENCE with said curve to the left (whose radius is 50.00 feet, central angle is 139° 44' 10" and whose chord bears South 39° 19' 16" West, a distance of 93.89 feet) an arc distance of 121.94 feet to a one half inch iron rod set for the end of the curve and being on the southeast line of the aforesaid 10.000 acre tract of land.

THENCE with the southeast line of the aforesaid 10.000 acre tract, **South 59° 13' 31" West,** a distance of **795.26 feet**, (record being South 59° 39' 37" West, a distance of 794.80 feet) to a one half inch iron rod found for the south corner of this tract, same being the south corner of the aforesaid 10.000 acre tract of land.

THENCE with the southwest line of this tract and the northeast line of a tract of land as conveyed to Jennifer Varelans, recorded in Volume 10054, Page 1692 of the Official Public Records of Bexar County, Texas, **North 29° 23' 43" West,** a distance of **248.54** feet (record being North 29° 06' 10" West, a distance of 245.77 feet) to a one half inch iron rod found for the west corner of this tract and the south corner of a tract of land as conveyed to Salustiano A Pino, recorded in Volume 8354, Page 460 of the Official Public Records of Bexar County, Texas.

THENCE with the northwest line of this tract and the southeast line of the Salustiano A. Pino tract, **North 59° 17' 02" East,** a distance of **892.76** feet (record being North 59° 39' 37" East, a distance of 893.07 feet) to a the **POINT OF BEGINNING.**

EXHIBIT 6

TRACT 6

STATE OF TEXAS
COUNTY OF BEXAR

Field note description of a non-exclusive ingress and egress easement over a 1.18 acre tract of land out of the Julian Diaz Survey No. 66, Abstract No. 187, County Block 5059 in Bexar County, Texas. Said ingress and egress easement being the same easement as described in a Corrective Foreclosure Sale Deed to U.S. Bank, N.A. as Trustee for the Registered Holders of Structured Asset Securities Corporation Mortgage Pass-through Certificates, Series 2007-TC1, recorded in Volume 14514, Page 528 of the Official Public Records of Bexar County, Texas. Said ingress and egress easement being partially out of a called 10.0 acre tract of land as described in a Deed to Salustiano A. Pino, recorded in Volume 1599, Page 315 of the Official Public Records of Bexar County, Texas. Said ingress and egress easement being more particularly described by metes and bounds as follows:

COMMENCING at a one half inch iron rod found on the southwest right-of-way line of F.M. Highway 1518 (80' ROW), for the north corner of a called 10.0 acre tract of land as described in a deed to Roy B. Juarez and wife Edna M. Juarez, recorded in Volume 1839, Page 504 of the Deed Records of Bexar County, Texas.

THENCE along the southwest right-of-way line of F.M. Highway 1518, **North 30° 32' 00" West**, a distance of **247.59** feet to a point for the center of a fifty foot wide ingress and egress easement and being the point of **BEGINNING** of the herein described ingress and egress easement.

Thence continuing along the southwest right-of-way line of F.M. Highway 1518, **North 30° 32' 00" West**, a distance of **25.32** feet to a point for the north corner of this ingress and egress easement.

THENCE along the northwest line of this ingress and egress easement, **South 59° 12' 13" West**, a distance of **862.65** feet to a point for the P.C. of a curve to the right.

THENCE with said curve to the right (whose radius is 20.00 feet, central angle is 49° 59' 06" and whose chord bears South 84° 11' 48" West, a distance of 16.90 feet) an arc distance of 17.45 feet to a one half inch iron rod set for the P.R.C. of a curve to the left.

THENCE with said curve to the left (whose radius is 50.00 feet, central angle is 139° 44' 10" and whose chord bears South 39° 19' 16" West, a distance of 93.89 feet) an arc distance of 121.94 feet to a one half inch iron rod set for the P.C.C. of the curve and being on the southeast line of the aforesaid 10.000 acre tract of land.

THENCE continuing with said curve to the left (whose radius is 50.00 feet, central angle is 140° 15' 24" and whose chord bears North 79° 19' 28" East, a distance of 94.05 feet) an arc distance of 122.40 feet to a point for the P.R.C. of a curve to the right.

THENCE with said curve to the right (whose radius is 20.00 feet, central angle is 49° 59' 26" and whose chord bears North 84° 11' 29" East, a distance of 16.90 feet) an arc distance of 17.45 feet to a point for the P.T. of the curve.

THENCE with the southeast line of this ingress and egress easement, **North 59° 12' 13" East,** a distance of **862.41 feet to a point on the southwest right-of-way line of F.M. Highway 1518.**

THENCE along the southwest right-of-way line of F.M. 1518, **North 30° 32' 00" West,** a distance of **24.67** feet to the **POINT OF BEGINNING.**

EXHIBIT 6 Cont.

TRACT 7: 20.003 ac

FIELD NOTES
August 11, 2017

BEING 20.003 acres of land, more or less, out of the Julian Diaz Survey No. 66, Abstract 187, County Block 5059, Bexar County, Texas and being comprised of a 9.968 acre tract described in Volume 9231, Page 2119 and a 10.000 acre tract described in Volume 10054, Page 1692, both in the Real Property Records of Bexar County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found in the existing northeast R.O.W. line of Ware-Seguin Road for the most southerly corner of this tract and the most southerly corner of the above referenced 10.000 acre tract, said point also being the most westerly corner of Lot 2 of the Boenig Subdivision, Unit 1 as recorded in Volume 7800, Page 85 of the Deed and Plat Records of Bexar County, Texas;

THENCE, N 40°41'55" W, 85.28 feet (*N 40°48'00" W, 85.28 feet-10054/1692*) along said northeast R.O.W. line to an iron rod set in same for an angle point of this tract;

THENCE, N 33°11'23" W, 30.62 feet (*N 28°54'23" W, 30.64 feet-10054/1692*) along said northeast R.O.W. line to an iron rod set for an interior corner of this tract, and the common corner with said 9.968 acre tract;

THENCE, S 58°29'07" W, 30.44 feet (*S 58°27'31" W, 30.41 feet-9231/2119*) along the northwest R.O.W. line of said Ware-Seguin Road to an iron rod set for a corner of this tract and the southerly corner of said 9.968 acre tract;

THENCE, N 28°56'17" W, 1598.70 feet (*N 29°06'10" W, 1598.01 feet-9231/2119*) generally along an existing fence and the common line with a 91.288 acre tract described in Volume 11601, Page 2280 of the Real Property Records of Bexar County, Texas to an iron rod found for the most westerly corner of this tract and the most westerly corner of said 9.968 acre tract;

THENCE, N 59°59'10" E, 509.96 feet (*N 59°39'37" E, 509.12 feet-9231/2119*) generally along an existing fence and the common line with a 145.276 acre tract described in Volume 11564, Page 1814 of the Real Property Records of Bexar County, Texas to an iron rod found for the most northerly corner of this tract and the most northerly corner of said 9.968 acre tract, said point also being the most westerly corner of a 10.000 acre tract described in Volume 13868, Page 1327 of the Real Property Records of Bexar County, Texas;

THENCE, S 28°59'16" E, 249.16 feet (*S 28°00'13" E, 248.80 feet-13868/1327*) generally along an existing fence and the common line with said 10.000 acre tract to an iron rod found for an angle point of this tract and the most southerly corner of said 10.000 acre tract;

THENCE, S 28°51'36" E, 247.12 feet (*S 28°57'15" E, 247.65 feet-8354/460*) generally along an existing fence and the common line with a 4.000 acre tract described in Volume 8354, Page 460 of the Real Property Records of Bexar County, Texas to an iron rod found for an angle point of this tract and the most southerly corner of said 4.000 acre tract;

EXHIBIT 7

TRACT 7

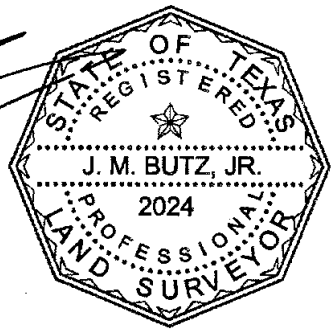
Page 2 (20.003 acre tract)

THENCE, S 28°58'19" E, (*S 29°06'10" E-10054/1692*) 494.53 feet generally along an existing fence and the common line with a 5.000 acre tract described in Volume 14514, Page 528 of the Real Property Records of Bexar County, Texas and a 10.000 acre tract described in Volume 1638, Page 193 of the Real Property Records of Bexar County, Texas to an iron rod found for an angle point of this tract and the most southerly corner of said 10.000 acre tract;

THENCE, S 29°02'59" E, (*S 29°06'10" E-10054/1692*) 730.22 feet generally along an existing fence and the common line with a 14.199 acre tract described in Volume 17653, Page 2384 of the Real Property Records of Bexar County, Texas to an iron rod found for the most easterly corner of this tract and the most easterly corner of the 10.00 acre tract described in Volume 10054, Page 1692 of the Real Property Records of Bexar County, Texas, said point also being the most northerly corner of said Lot 2 of the Boenig Subdivision, Unit 1;

THENCE, S 61°04'30" W, 461.40 feet (*S 61°58'25" W, 461.71 feet-10054/1692*) generally along an existing fence and the common line with said Lot 2 to the POINT OF BEGINNING and containing 20.003 acres of land, more or less.

Note: Plat also prepared this day.



J. M. Butz, Jr.
Registered Professional Land Surveyor
No. 2024

FN17-125

EXHIBIT 7 Cont.

TRACT 8: 1.00 ac

A 1.00 ACRE TRACT OUT OF THE JULIAN DIAZ SURVEY NO. 66, ABSTRACT NO. 187, COUNTY BLOCK 5059, BEXAR COUNTY, TEXAS, SAME BEING THE CALLED 1.00 ACRE TRACT, DESCRIBED IN A DEED TO SAUL MENDOZA AND LAURA MENDOZA, IN VOLUME 11742, PAGE 1697, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, SAID 1.00 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT " ATTACHED HERETO AND MADE A PART HEREOF.

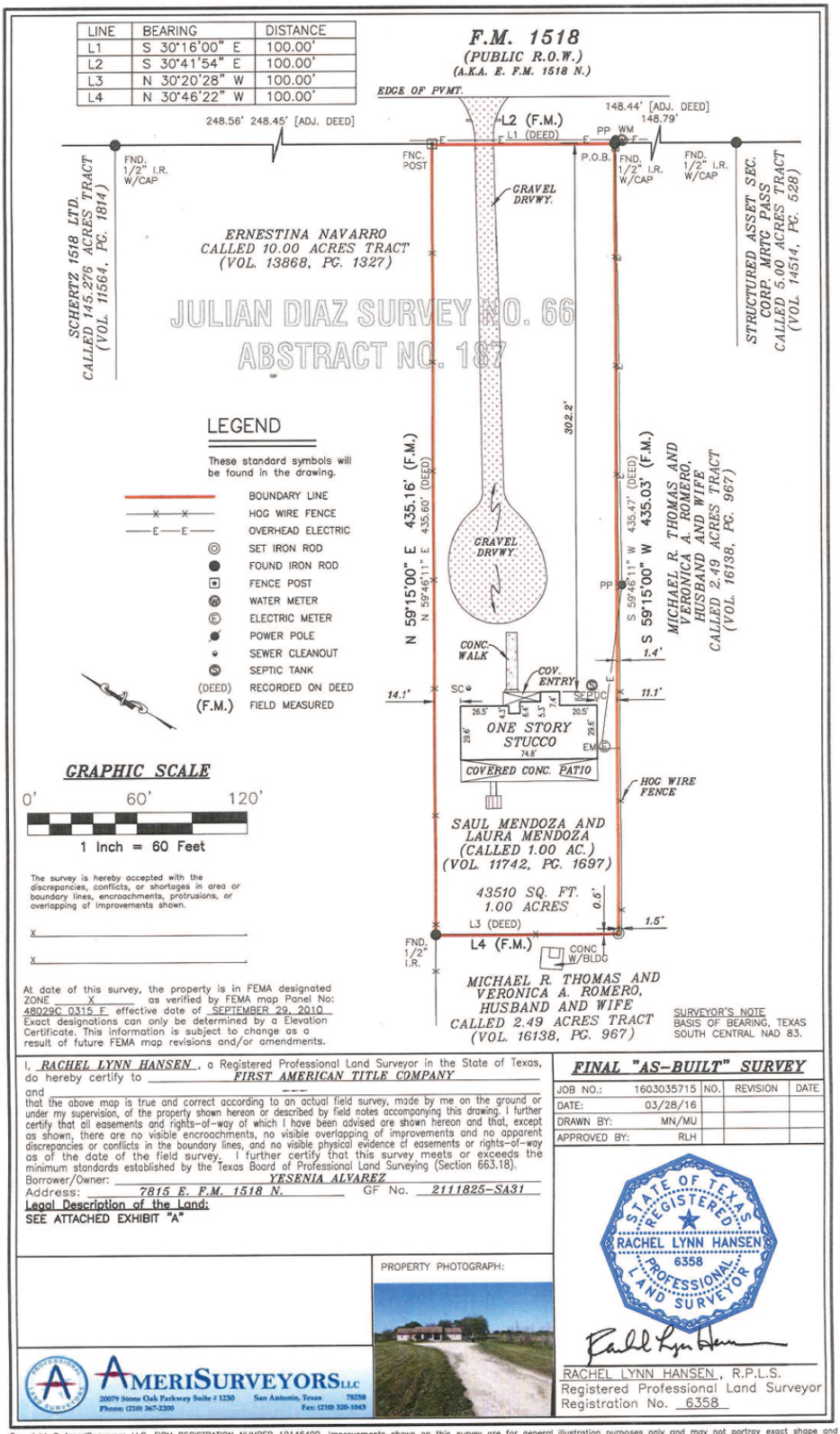


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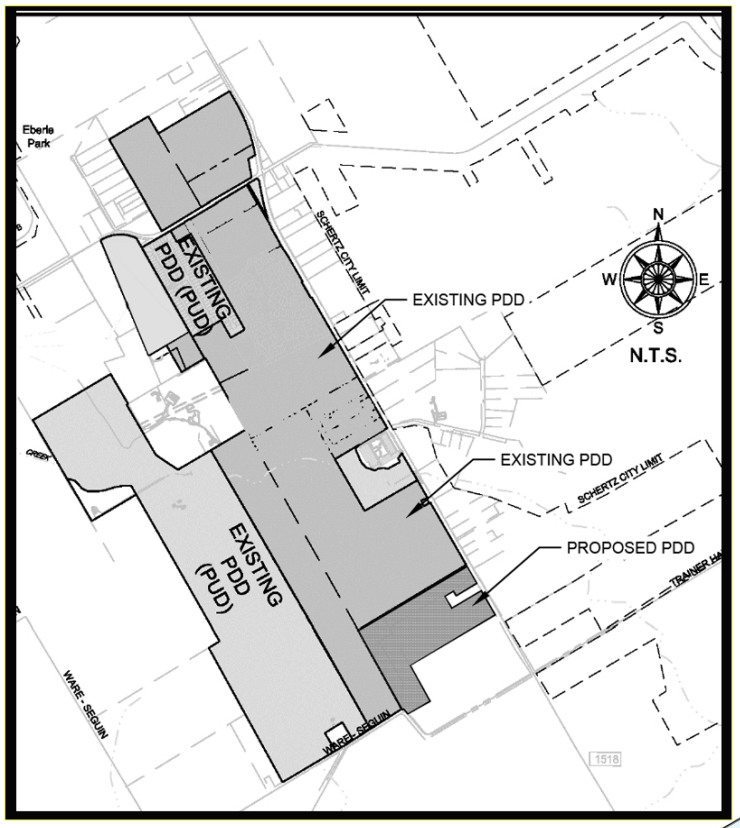
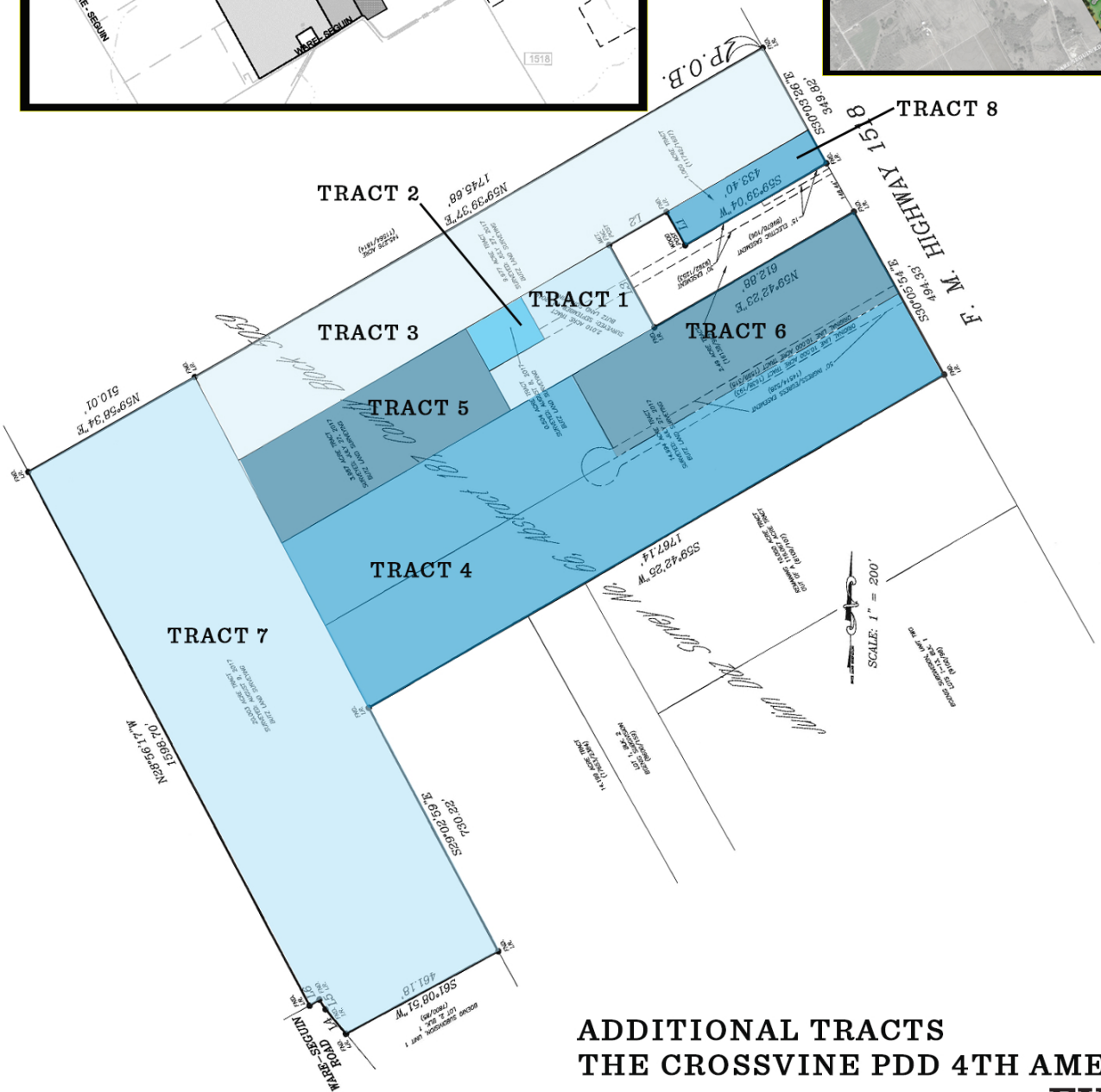
EXHIBIT 8





ADDITIONAL TRACTS
THE CROSSVINE PDD 4TH AMENDMENT
EXHIBIT 9

LEGAL DESCRIPTION:

BEING A 57.486 ACRE (2,504,090.16 SQ. FT.) TRACT OF LAND, IN THE JULIAN DIAZ SURVEY NO. 66, ABSTRACT NO. 187, COUNTY BLOCK 5059, BEXAR COUNTY, TEXAS

LOT COUNTS	
TYPE	TOTAL
SF RESIDENTIAL	213
TOTAL RESIDENTIAL	213

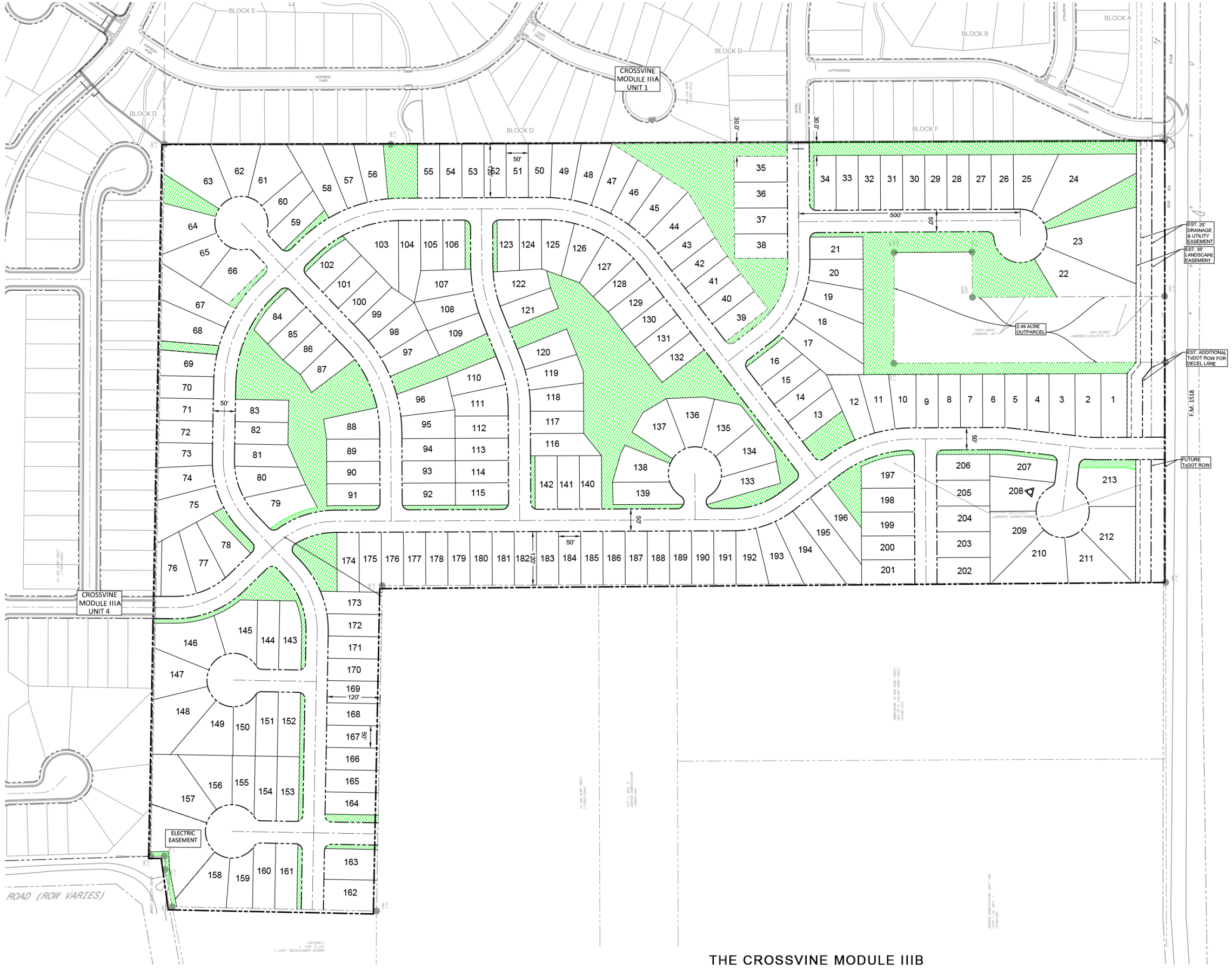
THE CROSSVINE MODULE IIIB
CONCEPTUAL LAND PLAN
MARCH 16, 2020

MALONE★WHEELER
SINCE INC. 1995
CIVIL ENGINEERING● DEVELOPMENT CONSULTING● PROJECT MANAGEMENT
5113 Southwest Pkwy, Suite 260
Austin, Texas 78735
Phone: (512) 899-0601 Fax: (512) 899-0655
Firm Registration No. F-786

EXHIBIT 10

F:\SEDONA MASTER FILES\P-LAN\PLAN-MODULE 4 - OPTION 2.DWG, 4/16/2020, MW

F:\SEDONA MASTER FILES\P-LAN\PLAN-MODULE 4 - OPTION 2.dwg, 4/16/2020 2:44:04 PM, MWW



LEGEND

- BOUNDARY LINE
- EXIST. UTILITY EASEMENT
- PROP. ROW
- PROP. LOT LINE
- PROP. LOT - RESTRICTED TO 70' PAD
- PROP. OPEN SPACE

SCALE: 1" = 100'

LEGAL DESCRIPTION:

BEING A 57.486 ACRE (2,504,090.16 SQ. FT.) TRACT OF LAND, IN THE JULIAN DIAZ SURVEY NO. 66, ABSTRACT NO. 187, COUNTY BLOCK 5059, BEXAR COUNTY, TEXAS

LOT COUNTS	
TYPE	TOTAL
SF RESIDENTIAL	213
TOTAL RESIDENTIAL	213

THE CROSSVINE MODULE IIIB

CONCEPTUAL LAND PLAN
MARCH 16, 2020

MALONE★WHEELER
SINCE INC. 1995
CIVIL ENGINEERING★ DEVELOPMENT CONSULTING★ PROJECT MANAGEMENT
5113 Southwest Pkwy, Suite 260
Austin, Texas 78735
Phone: (512) 899-0601 Fax: (512) 899-0655
Firm Registration No. F-786

F:\SEDONA MASTER FILES\P-LAN\DR_LAN-MODULE-4 - OPTION 2.DWG, 4/16/2020, MV

F:\SEDONA MASTER FILES\P-LAN\DR_LAN-MODULE-4 - OPTION 2.dwg, 4/16/2020 2:44:04 PM, MWV

EXHIBIT 10

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

THE CROSSVINE PDD 4TH AMENDMENT

<all other values>
Highways
Major Roads
Minor Roads
Other Cities

<all other values>
Freeway
Principal Arterial
Planned Principal Arterial
Secondary Arterial

Planned Secondary Arterial
Secondary Rural Arterial
Planned Secondary Rural Arterial
Residential Collector
Planned Residential Collector

Commercial Collector B
Planned Commercial Collector B
Commercial Collector A
Planned Commercial Collector A

1", 1 1/2"
2", 2 1/2"
3"
4"
6"
8"

10"
12"
16"
18"
20"
24"

30"
36"
Neighboring Main
Private

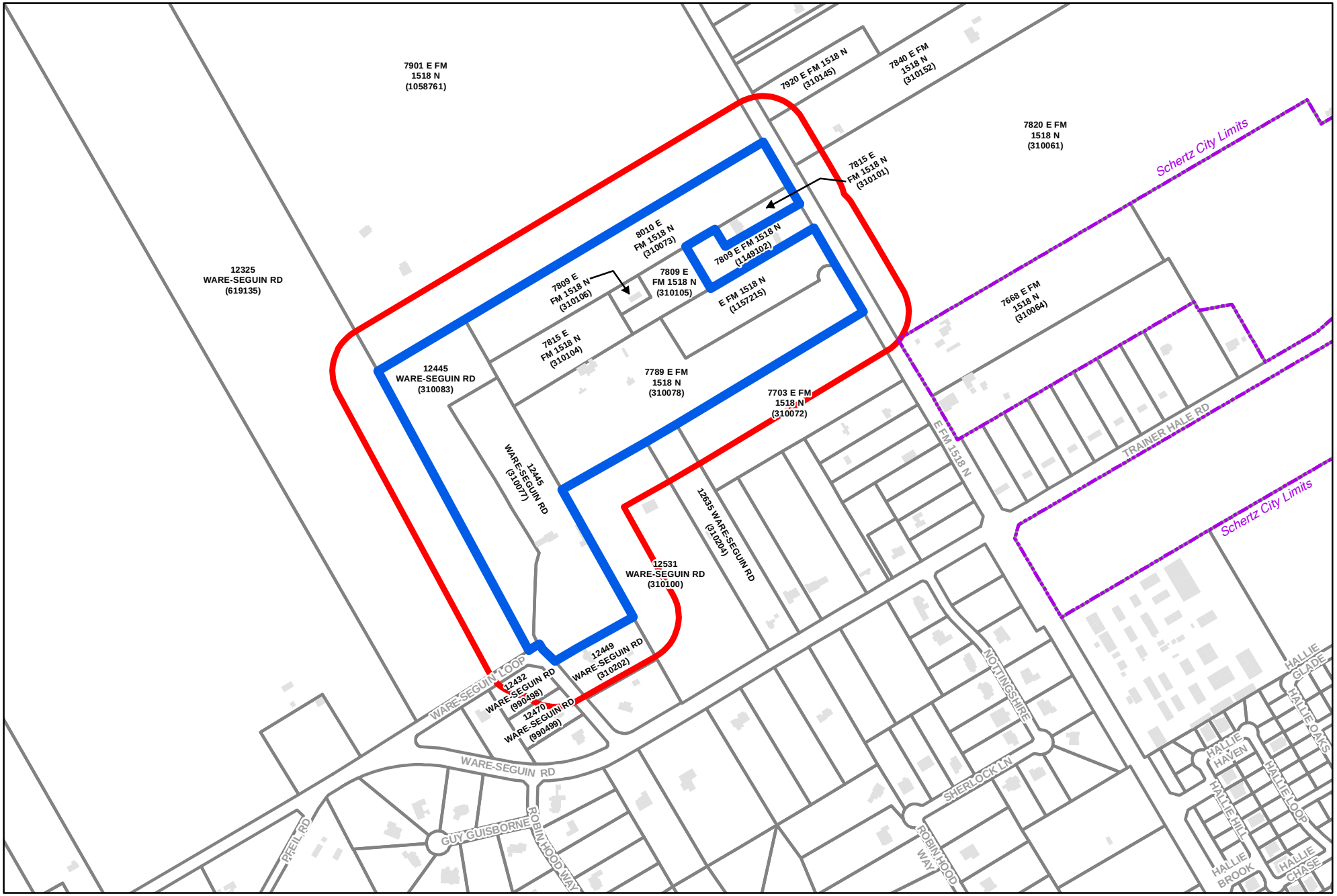
Schertz Gravity
Schertz Pressure
Neighboring Gravity
Private Pressure

Hydrant
Manholes

200' Buffer
Schertz Municipal Boundary
County Boundaries

1 Inch = 300 Feet

0 150 300 600 Feet



SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

City of Schertz

THE CROSSVINE PDD
4TH AMENDMENT

Parcel Boundaries

Schertz Municipal Boundary

200' Notification Buffer

N
W E
S

0 300 600 1,200 1,800 Feet

Last Update: January 14, 2021

City of Schertz, GIS Specialist: Bill Gardner, gis@schertz.com (210) 619-1185

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

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

January 29, 2021

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, February 10, 2021** at **6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make recommendation on the following item:

ZC2020-014– A request to rezone approximately 58 acres of land from Single- Family Residential / Agricultural (R-A) to Planned Development District (PDD), generally located approximately 1,560 feet north west of the intersection of FM 1518 and Ware-Seguin Road, also known as Bexar County Property Identification Numbers 310073, 310106, 310101, 310105, 310104, 310078, 1157215, 310077, and 310083, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to Emily Delgado, Senior Planner, 1400 Schertz Parkway, Schertz, Texas 78154, by fax (210) 619-1789, or by e-mail edelgado@schertz.com. If you have any questions please feel free to call Emily Delgado, Senior Planner directly at (210) 619-1784.

Sincerely,

Emily Delgado

Emily Delgado
Senior Planner

Reply Form

I am: in favor of ☐ opposed to ☑ neutral to ☐ the request for **ZC2020-014**

COMMENTS: _____

NAME: Albert McCoy (PLEASE PRINT) SIGNATURE Albert McCoy

STREET ADDRESS: 12531 Ware Seguin Rd Schertz TX 78154

DATE: 2-03-2021

Reply Form

I am: in favor of ☐ opposed to ☐ neutral to ☐ the request for **ZC2020-014**

COMMENTS: Would like to attend

NAME: Michael A McCoy SIGNATURE

(PLEASE PRINT)

STREET ADDRESS: 7868 E. FM 1518 N Schertz 78154

DATE: 02-06-21

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

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Sincerely,

Emily Delgado

Emily Delgado
Senior Planner

Reply Form

I am: in favor of ☐ opposed to ☑ neutral to ☐ the request for **ZC2020-014**

COMMENTS: Too many homes could be built by the developers.

NAME: Clay Phipps (PLEASE PRINT) SIGNATURE Clay Phipps

STREET ADDRESS: 12470 Ware Seguin Rd, Schertz, Tx. 78154

DATE: 4 Feb. 2021

We want to keep it quiet and less traffic.

Agenda No. 7.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**March 23, 2021**
Department:	**Fire Department**
Subject:	**Ordinance No. 21-C-09 – Conduct a Public Hearing and consideration and/or action approving an Ordinance by the City Council of The City of Schertz, Texas amending The Code Of Ordinances of the City of Schertz Chapter 30, Fire Prevention And Protection by amending existing International Codes and adopting New International Codes; Providing for a period of compliance for certain provisions; Providing for severability; Providing for a fine of not more than five hundred dollars ($500.00) for each offense unless said violation is a violation of a regulation governing; fire safety, public health and sanitation; then by a fine of not more than two thousand dollars ($2,000.00) for each offense.** ***First Reading*** **(C. Kelm/K. Long)**

BACKGROUND

Over the past two years, three (3) workshops were held with local Fire Chiefs and Fire Marshals, with the objectives to create comprehensive and consistent amendments to the model fire code; to improve safety of our communities, and to improve interoperability.

* New Braunfels and San Antonio have also adopted the 2018 Fire Code.

Participating communities in Fire Code development workshops included;

- Balcones Heights
- Castle Hills
- Shavano Park
- Leon Valley
- Universal City
- Schertz
- Live Oak
- Kerrville
- Guadalupe County

GOAL

Fire Dept staff has determined a need to revise current building and fire codes with regard to fire, building, fuel/gas and electrical requirements. The revisions proposed are intended to ensure the proper construction and life safety of structures built in the City and to follow compliance with the requirements of the Insurance Service Office Inc.as well as Texas Fire Chiefs Best Practices.

COMMUNITY BENEFIT

It is the City's desire to protect the safety and welfare of the community through regulation of certain construction activities within the City.

SUMMARY OF RECOMMENDED ACTION

Fire Department staff researched and meet with several surrounding cities on the codes they are operating under and have recently adopted. The purpose of the IFC is for construction and occupancy safety as well as sets minimum safety standards for occupancies. Additionally, the IFC covers life safety for both the occupants and responders. With the adopted amendments to the IFC 2018 the City will be in line with surrounding cities for building construction and life safety. Amendments were sent to City Legal staff for review and approval.

A workshop was held at the January 5, 2021 City Council meeting for discussion and comments related to the IFC amendments. Fire Department staff attended construction industry meetings that were held on February 4 and 11, 2021.
Presentations for the Buildings and Standards Commission were held on February 4, and March 1, 2021.

Schertz Code of Ordinances, Chapter 30, Fire Prevention and Protection amendments include:

- Amending Article IV Fireworks Code – Section 30-64 Fireworks Prohibited
    - Amended section to follow with State laws.
- Amending V Fire Prevention Code
    - Amended Section 30-81 Fire Prevention Code to adopt International Fire Code 2018 and pertinent appendices.
    - Amended Section 30-82 Amendments to adopt proposed amendments to the International Fire Code 2018
- Amending Article VI Life Safety Code
    - Amended to adopt most 2018 edition of National Fire Protection Association Standard 101 – Life Safety Code.

FISCAL IMPACT

None

RECOMMENDATION

Staff recommends that the public hearing be conducted and that the first reading of Ordinance 21-C-9 amending the Schertz Code of Ordinances, Chapter 30, Fire Prevention and Protection by amending existing International Codes and adopting new International Codes and adopting the revised Schertz Code of Ordinances, Chapter 30, Fire Prevention and Protection be approved.
The Buildings and Standards Commission reviewed the changes proposed at their regular meeting of March 1, 2021 and offered a recommendation of approval.

Attachments

Fire Code Ordinance 21_C_09

2012 to 2018 Redline

ORDINANCE NO. 21 -C-09

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE CODE OF ORDINANCES OF THE CITY OF SCHERTZ CHAPTER 30, FIRE PREVENTION AND PROTECTION BY AMENDING EXISTING INTERNATIONAL CODES AND ADOPTING NEW INTERNATIONAL CODES; PROVIDING FOR A PERIOD OF COMPLIANCE FOR CERTAIN PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A FINE OF NOT MORE THAN FIVE HUNDRED DOLLARS ($500.00) FOR EACH OFFENSE UNLESS SAID VIOLATION IS A VIOLATION OF A REGULATION GOVERNING FIRE SAFETY OR PUBLIC HEALTH AND SANITATION THEN BY A FINE OF NOT MORE THAN TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE.

WHEREAS, the Texas Local Governmental Code empowers the cities to enact fire codes and regulations and provide for their administration, enforcement, and amendment; and

WHEREAS, the regulation of fire safety codes by the City of Schertz (the "City") is necessary to protect the public health and welfare; and

WHEREAS, the City Council of the City desires to protect the safety and welfare of the citizens of the City through regulation of construction activities fire safety compliance in the City; and

WHEREAS, the City has previously adopted multiple international codes; and

WHEREAS, more recent international codes have been adopted by the International Code Committee; and

WHEREAS, City Staff has undertaken a review of the newly adopted international codes as compared to the City's existing codes; and

WHEREAS, City Staff recommends adopting the international codes provided for herein along with certain amendments; and

WHEREAS, City Staff presented the international codes provided for herein along with their amendments to the Building and Standards Commission on March 1, 2021 and

WHEREAS, the Building and Standards Commission voted to recommend approval of the provisions regulating construction activities set forth herein at the Building and Standards Commission meeting on March 1, 2021; and

WHEREAS, the City Council has determined that the regulation of construction activities and fire safety compliance in the City, as set forth herein, is in the best interests of the City.

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

Section 1. Chapter 30, "Fire Prevention and Protection" of the Code of Ordinances, City of Schertz, Texas, Articles IV, V and VI are hereby amended as set forth herein and in the attached Exhibit A.

Section 2. Those existing structures affected by the requirement established by thru the adoption of Fire Code Section 1103.5.1 Group A-2 which will require that, where alcoholic beverages are consumed in a Group A-2 occupancy having an occupant load of 300 or more, the fire area containing the Group A-2 occupancy shall be equipped with an automatic sprinkler system in accordance with Section 903.3.1.1; shall be allowed three (3) years to achieve compliance or seek an applicable variance, from the effective date of this ordinance.

Section 3. Any person, firm, corporation or agent who shall violate a provision of this chapter, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish, or move any structure, electrical, gas, mechanical or plumbing system in violation of the detailed statement or drawings submitted and permitted thereunder, shall be guilty of a misdemeanor. Such persons shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed or continued, and upon conviction of any such violation such person shall be punished by a fine of not more than five hundred dollars ($500.00) for each offense unless said violation is a violation of a regulation governing fire safety or public health and sanitation then by a fine of not more than two thousand dollars ($2,000.00) for each offense. All such violations shall be prosecuted in accordance with Section 1-8 General penalty for violations of Code of Ordinances; continuing violations of the Schertz Municipal Code of Ordinances.

Section 4. 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 5. 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 6. That all rights and privileges of the City are expressly saved as to any and all violations of the provision of any ordinances repealed by this ordinance which have accrued at the time of the effective date of this Ordinances; and, as to such accrued violation and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts..

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

PASSED ON FIRST READING, the 23rd day of March, 2021.

PASSED, APPROVED and ADOPTED ON SECOND READING, the ____ day of _____, 2021.

CITY OF SCHERTZ, TEXAS

_____

Mayor, Ralph Gutierrez

ATTEST:

_____

City Secretary, Brenda Dennis

(CITY SEAL)

EXHIBIT A

THE CITY CODE OF THE CITY OF SCHERTZ TEXAS IS HEREBY AMENDED AS FOLLOWS:

ARTICLE IV. FIREWORKS CODE.

Section 30-64. – Fireworks prohibited *[is hereby amended as stated below]*

(a) Except as provided hereinafter, it shall be unlawful for a person to manufacture, assemble, store, transport, sell, offer or have in possession with intent to sell, use, discharge, ignite, or otherwise set-in action any fireworks within the corporate limits of the city.

(b) The City of Schertz Fire or Police Department cannot confiscate unopened fireworks. (Texas Local Government Code Sec. 342.013)

ARTICLE V. FIRE PREVENTION CODE

Sec. 30-81. - Fire Prevention Code adopted. *[is hereby amended as stated below]*

The International Fire Code, 2018 Edition (IFC-2018), as amended, revised and corrected, including Appendices B, C, D, F, H, I, and all future editions, revisions, amendments, and corrections, published by the International Code Council (ICC), one copy of which is on file with the city secretary, is hereby adopted and incorporated by reference as the Fire Prevention Code of the City of Schertz, subject to and including by reference such amendments as herein shall appear. Any codes reference within this code, City of Schertz will use the current addition of that referenced code.

Sec. 30-82 – Amendments

The International Fire Code, 2018 Edition (IFC-2018) *[is hereby amended as stated below]*

CHAPTER 1

SCOPE AND ADMINISTRATION

Section [A] 101.1***[is hereby amended as stated below]***

101.1 Title. These regulations shall be known as the Fire Code of City of Schertz, hereinafter referred to as "this code."

Section 104 GENERAL AUTHORITY AND RESPONSIBILITIES is amended by adding Section [A] 104.1.1 entitled Authority of the Fire Chief and the Fire Department and Section [A] 104.1.2 entitled Additional Duties and Police Powers of Fire Department Members as follows:

104.1.1 Authority of the Fire Chief. The Fire Chief is authorized to make and enforce such rules and regulations for the prevention and control of fires and fire hazards as may be necessary from time to time to carry out the intent of this Code. The Fire Chief may delegate his power to any member of the Schertz Fire Department.

104.1.2 Additional Duties and Police Powers of Schertz Fire Department Members. Additional Duties required or prescribed for the Schertz Fire Department in connection with their regular functions when the order of the City Manager. In the case of riots, floods, or other public emergencies or catastrophes. Or the public danger of any sort and all fires by order of the Fire Chief, Assistant Chief, Division Chief, Battalion Chief, Captain or Lieutenant of the Schertz Fire Department, each and all members of the Fire Department shall be and become vested with full Police powers. It shall perform all duties required for the protection of persons or property or the preservation of public safety, peace, and order.

Section [A] 104.3 Right of Entry, is amended by adding subsection [A] 104.3.2 entitled Photographic Documentation to read as follows:

104.3.2 Photographic Documentation. Member(s) of the Schertz Fire making such examinations or inspections shall have the right, with proper credentials, and be authorized to take a reasonable number of photographs or videotapes for records to be used by the Schertz Fire to study hazards and scientific control for fire safety.

Section 105.2.5 Investigation Fee/Working Without a Permit, shall be added, and read:

105.2.5 Investigation Fee/Working without a permit. Work requiring a permit shall not commence until said permit is posted in a conspicuous place on the job site and approved plans are available at this location. Where work is commenced prior to obtaining said permit, the fees provided in the City Code may be doubled. The payment of such double fee shall not relieve any person from fully complying with the requirements of this ordinance in the execution of the work nor of any other penalties prescribed herein.

Section [A] 105.4.2 Information on construction documents is amended by adding Section [A] 105.4.2.2 entitled Occupancy Classification Letter as follows:

105.4.2.2 Occupancy Classification Letter. A copy of a completed "Occupancy Classification Letter" (a.k.a. "Commodities Letter") or other approved Fire Protection report shall be submitted to the City for buildings or portions thereof that are to be used for any of the following purposes:

1. Warehousing or storage

2. Retail including rack display of products

3. Hazardous material storage and/or use

4. Manufacturing

The Occupancy Classification Letter is required to be submitted.

1. with the building permit submittal documents when seeking a building permit,

2. to the Fire Inspector during a Certificate of Occupancy inspection, or

3. at any other time when required by the fire code official.

The Occupancy Classification Letter is to be prepared by the owner and/or tenant of the building/space in question or registered design professional. It is to be signed, dated and on company letterhead. If the Occupancy Classification Letter is prepared by a registered design professional representing the owner and/or tenant of the building/space in question, the letter is to be countersigned by the owner and/or tenant. The Occupancy Classification Letter is to be kept on site at all times. Prior to a change in 1) the type or amount of hazardous material(s) used or stored, 2) the type or amount of storage or storage height or method, or 3) the manufacturing process, a revised Occupancy Classification Letter is to be submitted to the Fire Chief or his designee for review.

[A] 105.7.16 LP-gas. A construction permit is required for installation of or modification to an LP-gas system that contains 120 gallons or more. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

109.1 Board of Appeals is hereby created and shall read:

Sec.[A] 109.1 Building and Standards Commission. All appeals relative to the application and interpretation of the codes adopted in this chapter shall be to the Building and Standards Commission as established under the Unified Development Code, Article 3, Boards, Commissions and Committees.

Section 110.4 Violation penalties shall read:

110.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a Class C Misdemeanor, punishable by a fine of not more than $ 2,000.00. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 111.2.1 Removal of Occupants is added, and shall read:

111.2.1 Removal of Occupants if Occupancy Load has exceeded. Any member of the Schertz Fire is authorized to have occupants at a location to be removed when actual occupancy exceeds the permitted or posted occupant load.

[A] 112.4 Failure to Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than $ 200.00 or more than $ 2000.00.

CHAPTER 2

DEFINITIONS

Section 202 ***[Add to definitions in section 202]:***

FIRE HAZARD shall mean any condition or act which increases or may cause an increase of the hazard or menace of fire to a higher degree than that customarily recognized as reasonable by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire, or which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

FIRE LANE shall mean any area appurtenant to entrances or exits of a building deemed necessary by the Fire Chief or his designee to remain free and clear of parked vehicles for access to such building in case of fire or other emergency and designated by him as such, and may include sidewalks, driveways, portions of parking lots, or any other area adjacent to or near building entrances or exits, or any fire hydrant.

FIRE MARSHAL shall mean the fire code official responsible for investigations of fires, inspection of facilities, and code enforcement.

FIRE WATCH Qualified individuals approved by the Fire Chief or designee are, Texas Certified Firefighters, Peace Officers, individuals employed by a private security firm, or other designated individuals whose sole duty when assigned a fire watch is to perform constant patrols of the premises and keep watch for signs of unwanted fire. A written attendance log must be maintained, and personnel must have at least one approved means of notifying the fire department of fire or other emergencies. When fire watch is being performed and is not deemed adequate, the Fire Chief or designee shall institute that members of the Schertz Fire Department to be used in the place of what currently being used. The cost of the fire watch shall be at the current overtime rate of the individual preforming the task and shall be the sole responsibility of the owner/contractor to pay. The fire watch fee shall be paid to the City of Schertz within 30 days before final approval is granted on system work.

PARK shall mean the standing of a vehicle, whether occupied or not, upon a street otherwise than temporarily for the purpose of, and while actively engaged in, receiving or discharging passengers or loading or unloading merchandise or in obedience to traffic regulations, signs, or signals or an involuntary stopping of a vehicle by reason of a cause beyond the control of the operator of the vehicle.

[Special Event is added as follows:]

SPECIAL EVENT shall mean an indoor or outdoor event that, in the opinion of the Fire Code Official or their designee, meets any of the following criteria:

1. Constitutes a use or occupant load ordinarily not permitted by the face of the Certificate of Occupancy.

2. Requires the means of egress to be altered from a configuration that was previously approved by the Building Code Official, Fire Code Official, or their designee (e.g., installation of booths, curtains, partitions, tables/chairs, etc. or the locking of select doors to limit access to portions of a building or area).

3. Poses a condition that compromises any life safety systems that were previously approved by the Building Code Official, Fire Code Official, or their designee (e.g., reduced lighting, increased sound levels, installation of alternate interior finishes, etc.).

4. Poses a condition that reduces the effectiveness of public safety services of any kind (e.g., Conditions that result in reduced access to fire hydrants, sprinkler riser/pump rooms, Fire Department Connections, etc.)."

Whenever the word "JURISDICTION" is used in the International Fire Code, it shall be held to mean the City of Schertz, Texas.

Whenever the words "Chief of the Bureau of Fire Prevention," or "Fire Code Official" is used in the International Fire Code, it shall be held to mean "The Fire Chief."

Chapter 3

General Requirements

Section 307.6 Sky Lanterns prohibited is added, and shall read:

307.6 Sky Lanterns. Sky lanterns; also known as Chinese lanterns, sky candles, or fire balloons, which are airborne lanterns constructed of a combustible material and contain a candle or fuel cell that when lit, causes the device to go airborne and travel in the air; are prohibited within the city limits.

Section 308.1.4 Open-flame cooking devices are amended by deleting exception 2 and 3 and renumbering as follows:

308.1.4 Open-flame cooking devices. No person living within any multifamily housing such as an apartment, apartment condominium, hotel, motel, or any other multifamily type occupancy shall construct, install, store, maintain or use any incinerator, barbecue pit, charcoal or propane grill or container of any kind for the purpose of igniting any combustible materials for whatever domestic purpose such as cooking or washing, within 10 feet of a combustible multifamily housing occupancy.

Exception: One- and two-family dwellings. Delete Exceptions two and three.

311.2.2 Fire protection. Exception 3 shall read: Where approved by the fire code official, fire alarm and sprinkler systems are permitted to be placed out of service in seasonally occupied buildings: that will not be heated; where fire protection systems will be exposed to freezing temperatures; where fire areas do not exceed 10,000 square feet (1115 m2); and that do not store motor vehicles or hazardous materials.

Chapter 4

EMERGENCY PLANNING AND PREPAREDNESS

Section 405.2 Frequency is amended by adding a new Section 405.2.1 Fire Drill Records ***[to read as follows:]***

405.2.1 Fire Drills for E Occupancies. The operator of premises housing an E Occupancy shall conduct fire drills:

1. Without warning;
2. In a manner requiring:
    a. all students to immediately leave the structure upon hearing the fire drill signal;
    b. A roll call by classes outside the structure; and
    c. Doors to be closed as each area is evacuated;
3. In a manner simulating fire condition;
4. In a manner prohibiting students from running or playing;
5. If approved, in a manner permitting security persons to remain inside the structure during drills;
6. Which include:
    a. Complete checks of each section of the structure;
    b. The use of varying evacuation routes;
    c. Occasional simulation of blocked exits;
    d. Provisions for calling the fire department; and
    e. The use of varying drill times;
7. During weather which does not pose a health threat to students;
8. As an exercise in discipline and procedure, rather than speed.

405.2.2 Fire Drills for E Occupancies. Fire Chief's Power to Order Fire Drill. The Fire Chief may require a fire drill at any E Occupancy at any time.

Chapter 5

FIRE SERVICE FEATURES

Section 503.1.1 Buildings and facilities are amended by adding Section 503.1.1.1 Access from the adjacent lot as follows:

503.1.1.1 Access from an adjacent lot. Where fire apparatus access roads for a building or buildings are provided from an adjacent lot, a fire lane easement or ingress/egress easement is required to be recorded on the adjacent lot's plat that is providing the common access. The adjacent lot's plat is to show the easement graphically clearly.

Exception: In lieu of the graphical easement, a note may be placed on the plat that, at a minimum, states, the following: "Ingress and egress shall be provided between all adjacent lots for adequate fire department vehicle access per the City of Schertz Fire Code. The cross access shall not be blocked, nor may this note be taken off the plat without written permission from the City of Schertz Director of Development Services and the Schertz Fire Chief or designee."

Section 503.2.1 Dimensions ***[shall read:]***

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 24 feet, exclusive of shoulders. An unobstructed vertical clearance of not less than 14 feet and shall always be required and maintained. Security gates shall be sized to match the required clear width.

Section 503.2.3 Surface is amended by adding a second paragraph to read as follows:

503.2.4 Turning radius, [***shall read***:]

503.2.4 Turning radius. The turning radii of a fire apparatus access roadway shall require a minimum of 50 feet outside radius, and a minimum of 25 feet clear distance to the inside radius on all turns more than 30 degrees.

Section 503.2.5 Dead Ends [***shall read***:]

503.2.5 Dead Ends. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with approved provisions for the turning around of fire apparatus. Turn arounds approved by the Fire Marshal or as permitted by Appendix D are acceptable.

Exception: Where the building is equipped throughout with an approved sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2, or 903.3.1.3, the maximum length of dead-end fire apparatus access roads shall be increased to 200 feet. This increase shall not be applicable to Groups H and I Occupancies, buildings with occupancies having High-Piled Combustible Storage and high-rise buildings.

Section 503.2.7 Grade [***shall read***:]:

503.2.7 Grade. The gradient for a fire apparatus access road shall not exceed twelve percent (12%).

Section 503.2.8 Angles of approach and departure [***shall read***:]

Section 503.2.8 Angles of approach and departure. An angle of approach and an angle of departure shall be designed so that at least 8 degrees shall be maintained at the front and the rear of the department's apparatus when it is loaded to the estimated in-service weight.

Section 503.3 [***is added and shall read***:]:

503.3.1 Striping. Fire apparatus access roads shall be continuously marked by painted lined of red traffic paint six inches (6") in width to show the boundaries of the lane. The words "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" shall appear in four-inch (4") white letters at twenty-five feet (25') intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical and horizontal of the curb.

SECTION 503 FIRE APPARATUS ACCESS ROADS is amended by adding Sections 503.7 Fire Chief or designee Authority to Designate Fire Lanes, 503.8 Summons to be Issued for Parking Violation, 503.9 Removal of Vehicle by Property Owner, 503.10 Removal of Vehicle by Fire Chief, and 503.11 Abandonment of Fire Lane to read as follows:

503.7 Authority to Designate Fire Lanes. The Fire Chief or designee is hereby authorized to designate fire lanes on designated premises where such areas must be free of parked vehicles and other obstructions to provide ready access to buildings therein, in case of fire or other emergencies. The Fire Chief's or designee designation of such fire lanes does not obviate the owner of such property of their responsibility to maintain the area. Further, owners of the private property or their designated representative may request that the Fire Chief or designee designates additional fire lanes.

503.8 Summons to be Issued for Parking Violation. Violation(s) may be issued by any police officer, or Certified Fire Inspector with Schertz Fire. Texas Transportation Code 545.302 will apply to this section.

503.9 Removal of Vehicle by Property Owner. Except for an authorized emergency vehicle, the owner of private property, or their agent, may have any motor vehicle that is parked in a legally designated fire lane removed and stored at either their own expense or that of the vehicle operator.

The owner of the premises, or their agent, who has a vehicle removed and stored, is not liable for damages incurred as a result of removal or storage, if the vehicle is removed by a vehicle wrecker service insured against liability for property damage incurred in towing vehicles and is stored by a storage company insured against liability for property damage incurred in the storage of vehicles.

503.10 Removal of Vehicle by Fire Chief or designee. Any vehicle parked in any designated fire lane or blocking fire hydrants may be removed at the vehicle owners' expense upon the authorization of the Fire Chief or designee under the following conditions:

1. When the vehicle is in violation by parking in a fire lane, or

2. When parked in front of a fire hydrant, or

3. When a vehicle blocks the ingress/egress of business, theater, nightclub, apartment complex, gymnasium, or a place of assembly, or

4. When a vehicle's presence threatens the life safety of the public by impeding the ability of the fire apparatus and emergency medical equipment to respond to an emergency.

The Fire Chief shall cause such vehicle to be removed by the towing service operating under a contract with the city and shall further cause such vehicle to be impounded in one of the Police Department Vehicle Storage sections.

503.11 Abandonment of Fire Lane. No owner, manager, or person in charge of any premises served by a required fire lane shall abandon or close any such fire lane without the written permission of the Fire Chief or designee.

Section 503.6.1.2 Gate timing is added and shall read:

503.6.1.2 Gate timing. Gates must fully open within 15 seconds of activation and remain in the open position until closed by operation of the electrical control device.

Section 503.6.1.3 Failsafe position is added and shall read:

503.6.1.3 Failsafe position. Fire department access gates shall fail safe (open) in the event of a power failure.

Section 503.6.1.5 Access controls are added and shall read:

503.6.1.5 Access controls. Access controls shall be exterior to the gate and located for activation by the vehicle operator without leaving the vehicle. The height of the lockbox/control panel shall be 66 inches, measured from the finished grade line of the street.

Section 503.6.1.6 Additional access is added and shall read:

503.6.1.6 Additional access. If required by the Fire Chief or designee, additional "exit only" or "emergency access" gates shall be set up for fire department emergency access. Exit only gates, which are not motorized, shall be installed per the fire department's recommendations. Exit only gates shall have a minimum clearance of 20 feet clear width and be posted with a sign that states "Caution Gate Opens Out" and designated as a Fire Lane. In addition to Fire Lane markings, the markings on the pavement shall include a 5-inch yellow stripe showing the depth of the gate swing.

Section 505.1 Address Numbers [***shall read***:]

505.1 Address identification. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their

background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of six inches high with a minimum stroke width of 0.5 inches (12.7 mm). Fire Chief or designee has the authority to increase the size depending on visibility. For buildings with individual suites, the suite numbers shall be a minimum of six inches high with a minimum stroke width of 0.5 inches (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole, or other sign or means shall be used to identify the structure. Address numbers shall be maintained. Numbers on the building SHALL be located at the Top Right of the Building. Residential address will remain 4 inches high with a minimum stroke width of 0.5 inches (12.7 mm).

SECTION 505 PREMISES IDENTIFICATION is amended to add sections 505.3, 505.3.1 and 505.4 [***shall read***:]

505.3 Multi-Building Complexes. Office, industrial and apartment complexes shall be identified by name and number on a display board at the main entrance roadway.

505.3.1 Multi-Address Complexes. Office and industrial complexes with multiple addresses contained within shall post all addresses so that they are visible from main entry or roadway.

505.4 Tenant identification. Each occupied tenant space provided with a secondary exit to the exterior or exit corridor shall be provided with tenant identification by business name and address. Letters and numbers shall be posted on the corridor side of the door, be plainly legible and shall contrast with their background.

Section 506.1 Where required, [***shall read***:]

506.1 Where required. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for lifesaving or fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be a Knox ® rapid entry system capable of holding the number of keys necessary for operation and access of necessary equipment, doors, and other areas necessary for access as determined and approved by the fire code official. The Knox ® rapid entry system shall be keyed to system code registered for the City.

Section 506.1.1 Locks [***shall read***:]

506.1.1 Locks. Any lock required by the fire code official for access, or where a lock is placed per request of the owner or manager of the business or property, and the area locked is determined by the fire code official to require access; the lock shall be a Knox ® rapid entry system keyed to the system code registered by the City.

SECTION 506 KEY BOXES is amended to add Sections 506.3 Key Box Requirement.

506.3 Key Box Requirement. The City of Schertz uses Knox Box. To access a box, go to www.knoxbox.com. Select the City of Schertz and then select from the list. Knox Caps are also required for the Fire Department Connection.

Section 507.1 Water supply test [***shall read***:]

507.1 Required water supply. Adequacy of the water supply shall be determined by an approved flow test that is conducted on the fire hydrants nearest the project site unless otherwise approved by the Fire Code Official. The flow test shall be as follows:

1. The flow test shall have been conducted no more than 12 months prior to the date of construction document submittal to the City of Schertz.

2. The flow test shall be conducted in accordance with the current edition of NFPA 291, Recommended Practice for Fire Flow Testing and Marking of Hydrants, and any other applicable local, state, or national standards and/or requirements.

3. The flow test results shall be submitted with the construction documents.

4. If the water supply piping is not yet constructed, hydraulic calculations for the proposed piping design shall be submitted. The calculations shall be based on the flow test conducted on the fire hydrants nearest the project site and shall verify that the piping design provides the minimum required fire flow at no less than 25 psi residual. Upon completion of construction and prior to final certificate of occupancy, a flow test shall be conducted to verify the results of the calculations.

Section 507.3 Fire flow is amended to read as follows and Section 507.3.1 Fire Flow for Rural Isolated Areas is added to read as follows:

507.3 Fire flow. Fire Flow requirements for buildings or portions of buildings and facilities shall be as per Appendix B of the International Fire Code or other approved method as determined by the Fire Chief or designee. When utilizing Table C102.1 to determine the number and distribution of fire hydrants, and the flow requirement falls between the values on the table, the flow requirement shall be rounded up to meet the higher value.

Section 507.5 Fire Hydrant is amended to add the following:

507.5.1 Where Required amended to add the following.

Hydrant location must following rules:

1. 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 Hydrant branch lines shall connect to an 8-inch water main and in no case be longer than one hundred (100') feet.

3. Any new fire hydrant is required to have a hydrant locator type II blue reflector installed in the roadway or fire lane, perpendicular to the hydrant, two feet off centerline. Any new Fire Hydrants must comply with City of Schertz Public Works Guide.

Section 507.5.3 Private fire service mains and water tanks are amended by adding Section 507.5.3.1 Private fire service main as follows:

507.5.3.1 Private Fire Service Main and water tanks. Private fire mains as used in this Code are the pipe and its appurtenances on private property between Schertz, other public water systems, or other sources of water and the base elbow of private fire hydrants or the rise for automatic sprinkler or standpipe systems. When connected to a public water system, the private fire main begins at a point designated by the public water utility. When connected to a gravity tank or pressure tank, the private fire main begins at the inlet side of the tank check valve.

507.5.3.1.2 Private fire lines shall meet the City's specifications for pipe material and trench backfill. See Public Works Design Guide.

1. A Double Check Detector Assembly (DCDA) backflow device will be provided on private fire lines within 100 feet of the City's water main.

2. The 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.

Section 507.5 Fire Hydrant Systems is amended by adding Sections 507.5.7 Design Criteria for Water Mains and 507.5.8 Fire Hydrant Installation Criteria as follows:

507.5.7 Design Criteria for Water Mains.

1. Where the fire service mains are used to supply required fire hydrants, the mains shall be sized to flow the required fire flow as determined by Section 507.3.

2. Where the fire service mains are used to supply required fire hydrants plus fire sprinkler and/or fire standpipe systems, the mains shall be sized to flow the larger of the fire hydrant flow demand as determined by Section 507.3, the fire sprinkler demand as determined by Section 903.3 or the fire standpipe demand as determined by Section 905.2.

3. The required number of fire hydrants for the fire flow determined by Section 507.3 shall be specified in Appendix C, Table C105.1.

4. When sizing the fire service main, the distribution of the fire flow among the required fire hydrants (as determined by item no. 1 or 2 above) shall be as determined by the Fire Chief or designee, but in most cases shall have no less than 1,000 GPM at the hydraulically remote fire

hydrant with the remaining fire flow equally distributed among the remaining required fire hydrants.

5. Main Size:

5.1 Minimum diameter for public water mains shall be six inches in single-family residential areas and eight inches in all other areas. Larger mains may be required to accommodate fire flow requirements.

5.2 Private fire mains shall be hydraulically calculated.

6. Water pressure in private fire mains shall not be less than thirty-five pounds per square inch (35 psi) with no hydrants in use. When hydrants are in use supplying the required fire flow, water pressure in the main at the fire hydrant discharge level shall be not less than 25 pounds per square inch (25 psi) residual.

7. Except for specific requirements of this code, all hydrants and mains required for private protection shall be designed, constructed, and operated in conformance with the local water purveyor's criteria, specifications and regulations for public fire hydrants and mains on public streets and NFPA 24.

Section 510 Emergency Responder Radio Coverage is amended to add sections 510.7 Qualifications of texting personnel as follows:

510.7 Qualifications of testing personnel. All tests shall be conducted, documented, and signed by a person in possession of a current FCC general radiotelephone operator license. All test records shall be retained at the inspected premise by the building owner and a copy submitted to the Schertz Fire within 30 days of when the test has been conducted. In the event the test shall fail to comply with the minimum requirements of the City, appropriate repairs shall be made, and additional tests conducted until tests meet the minimum requirements of the City. Proof of current license shall be submitted along with third-party testing.

Chapter 7

Fire and Smoke Protection Features

Section 703.2 identification of protected openings [***is added and shall read***]:

703.2 Identification of protected openings. Walls and partitions required to have protected openings (firewalls, fire barriers, fire partitions, smoke barriers, and smoke partitions) shall be permanently identified with signs or stenciling. Such identification shall be above any ceiling or other concealed space. Markings shall be red, in color, with at least four (4) inch letters with one half (½) inch stroke width and shall be spaced so that no more than ten (10) feet is visible without a marking. Markings shall include the phrase, "Fire Barrier, Protect All Openings."

Chapter 9

Fire Protection and Life Systems

Section 903.2 Where Required is amended to read as follows:

An automatic sprinkler system shall be installed throughout all levels of any new Group A (Assembly), B (Business), E (Educational), F (Factory), H (Hazardous), I (Institutional), M (Mercantile), and S (Storage) occupancies of more than 10,000 square feet or where the combined floor area on all floors, including mezzanines exceeds 10,000 square feet, and throughout all R-3 (Residential) occupancies of more than 5,000 square feet or more than two stories in height. The calculated area shall include all occupied space and exclude garage if separated from the resident and its attic space, by one-hour firewall (according to International Building Code-2018 ED.) and also exclude any detached building.

903.2.8.1A Group R-3 (Single Family Residential) An automatic sprinkler system shall be provided in occupancies of more than 5,000 square feet or more than two stories in height. The calculated area shall include all occupied space and exclude garage if separated from the resident and its attic space, by one-hour firewall and also exclude any detached building.

Section 903.4 shall read:

903.4 Sprinkler system supervision and alarms. Valves controlling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressures and waterflow switches on all sprinkler systems shall be electrically supervised by a listed fire alarm control unit. With the installation of this fire alarm control unit, section 907.5 will comply for occupancy notification upon activation of the waterflow switch or another initiation device.

903.4.1 Monitoring. Alarm, supervisory and trouble signals shall be distinctly different and shall be automatically transmitted to an approved supervising station or, where approved by the fire code official, shall sound an audible signal at a constantly attended location.

Section 903.4.2 shall read:

903.4.2 Alarms. An approved audible device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler waterflow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

Approved device will be an Auto/Visual horn with a different tone that is inside the building.

Section 905.3.9 Building Area is amended to read as follows:

905.3.9 Standpipes. In buildings exceeding ten thousand (10,000) square feet in area per story, Class I automatic wet or wet standpipes shall be provided where any portion of the building's interior area is more than two hundred feet (200') of travel, vertically and horizontally, from the nearest point of fire department vehicle access.

Exception: Automatic dry and semi-automatic dry standpipes are allowed as provided for in NFPA 14.

SECTION 906 PORTABLE FIRE EXTINGUISHERS is amended by adding Section 906.5.1 Conspicuous Locations in Group R occupancies as follows:

906.5.1 Conspicuous Locations in Group R occupancies. In addition to other areas listed herein or in NFPA10, fire extinguishers in R occupancies may also be placed in any of the following locations to satisfy the requirements:

1. On a wall in the unit; or

2. Inside a closet or pantry if the door has a label indicating that there is a fire extinguisher inside; or

3. Inside a mechanical closet if the door has a label indicating that there is a fire extinguisher insider; or

4. Inside storage closets if the door has a label indicating that there is a fire extinguisher insider and there is no locking device on the door that requires a key or combination to open it.

Section 907.1 amended to add requirement of Fire Alarm panel SHALL describe the location of the activation. Addressable panels only allowed within the City of Schertz.

Section 907.3.5 Fire Alarm Systems - Emergency Control is hereby added to read as follows:

907.3.5 Fire Alarm Systems - Emergency Control. At a minimum, the following functions, where provided, shall be activated by the fire alarm system:

1. Elevator capture and control in accordance with ASME/ANSI A17.1b, Safety Code for Elevators and Escalators.
2. Release of automatic door closures and hold open devices.
3. Stairwell and/or elevator shaft pressurization.
4. Smoke management and/or smoke control systems.
5. Initiation of automatic fire extinguishing equipment.
6. Emergency lighting control.
7. Unlocking of doors.
8. Emergency shutoff of gas and fuel supplies that may be hazardous provided the continuation of service is not essential to the preservation of life.

9. Emergency shutoff of audio systems for sound reinforcement or entertainment (i.e., music systems, systems for announcement and broadcast which are separate from public address systems) provided that such systems are not used to issue emergency instructions.
10. Emergency shutoff of systems used for the creation of displays or special effects (i.e., lighting effects, laser light shows, projection equipment)
11. HVLS Shut down

Section 907.4.2.1 Location is amended to add an exception:

907.4.2.1 Location. Just add the exception along with verbal within the IFC.

Exception: Where construction of the building prohibits the proper installation of a manual fire alarm box (e.g., glass walls, interior brick or rock walls), a manual fire alarm box shall be allowed to be located in the normal path of egress, where approved by the Fire Chief or designee.

907.5 Occupant notification systems. Delete the exception.

907.5 Occupant notification systems. A fire alarm system shall annunciate at the fire alarm control unit and shall initiate occupant notification upon activation, in accordance with Sections 907.5.1 through 907.5.2.3.3. Where a fire alarm system is required by another section of this code, it shall be activated by:

1. Automatic fire detectors.

2. Automatic sprinkler system waterflow devices.

3. Manual fire alarm boxes.

4. Automatic fire-extinguishing systems.

Section 912.2 Location add to section 912.2: Fire Department Connection

912.2.3 Location: Sprinkler system and standpipe fire department connections shall be:

1. Within forty (40) feet of a public street, approved fire lane, or access roadway.

2. Within one hundred (120) feet of an approved fire hydrant as measured and approved by the Fire code official.

3. Minimum of two (2) feet above finished grade and a maximum of four (4) feet above finished grade for standard inlets and minimum of 30 inches at lowest point above finished grade and maximum of four (4) feet above finished grade for the fire (5) inlet;

4. The Fire code official shall approve the location of any freestanding fire department connections.

5. Where provided, the five-inch "Storz" inlet shall be installed at a 30-degree angle pointing down.

6. Fire department connections for H occupancies will be freestanding remote and located as determined by the Fire Code Official.

7. Where required in automatic or manual fire sprinkler or standpipe systems, fire department connections shall be provided with

8. Fire department connection(s) shall be located on the main entrance side of the building and within 100 feet of a fire hydrant.

912.2.4 Fire Department Connection. “With respect to hydrants, driveways, buildings and landscape, fire department connections shall be so located that fire apparatus and hose connections to supply the system will not obstruct access to the building for other fire apparatus. Fire department connections shall be located not more than 120 feet and no closer than 30 feet from the nearest fire hydrant connection to an approved water supply and shall be approved by the Fire Chief or designee.”

Section 912.5 Signs add to section:

912.5 Signs. An additional metal sign with dimensions ten (10) inches wide and eight (8) inches in height shall be posted not more than 72 and not less than 48 inches from the bottom of the sign to grade level and within 6 feet of the fire department connection. This additional sign shall have a white reflective background and have the letters "FDC" in red reflective material and be permanently affixed to a wall or post. The letters shall be at least 4 inches in height and a ½ inch stroke width.

Chapter 10

Means of Egress

SECTION 1003 GENERAL MEANS OF EGRESS is amended by adding Section [B]1003.8 Special Provisions as follows:

[B]1003.8 Special Provisions. Rooms in E occupancies used for kindergarten or daycare, children five or under, classified as an E occupancy shall not be located above or below the first story.

Exceptions: 1. Basements or stories are having floor levels located within four feet, measured vertically, from the adjacent ground level at the level of exit discharge, provided.

Section 1008.2 Illumination in Group E is added, and shall read:

1008.2 Illumination required. The means of egress serving a room or space shall be illuminated at all times that the room or space is occupied. Public restrooms equipped for handicap use shall have a minimum of one emergency fixture to provide one foot-candle of illumination throughout the restroom to the point of discharge into the exit pathway. School classrooms shall have one

emergency light at or near the primary or secondary exit door(s) that shall illuminate the egress door from the classroom side of the exit.

1010.1.9.5 Bolt locks. Delete exceptions; #3, #4, and #5.

Chapter 23

Motor Fuel-Dispensing Facilities and Repair Garages

Section 2303.2.2 Additional Emergency disconnect switches for attended self-service, is hereby added as follows:

2303.2.2 Additional emergency disconnect for attended self-service. Attended facilities shall have an additional emergency disconnect switch located inside the building for attendant use at a location approved by the fire code official.

Section 2306.2.3 Above-ground tanks located outside, above grade, is amended by adding Sections 2306.2.3.1 Inspections, 2306.2.3.2 Required Access, and 2306.2.3.3 Fire Hydrant Access as follows:

2306.2.3.1 Inspections. An inspection of the installation shall be conducted prior to loading the tank with fuel.

2306.2.3.2 Required Access. Fire apparatus access roads shall be provided for every aboveground storage tank. The aboveground storage tank shall not be more than 150 feet from fire apparatus access roads as measured by an approved route.

Chapter 33

Fire Safety During Construction and Demolition

Section 3301.3 Address numbers are added to read as follows:

3301.3 Address numbers. Buildings under construction shall place address numbers and/or building numbers in a position that is plainly legible and visible from the street or road fronting the property with minimum six-inch numbers.

Section 3314.3 Furniture, Fixtures, and Equipment are hereby added as follows:

3314.3 Furniture, Fixtures, and Equipment. In buildings where an automatic sprinkler system is required, furniture, fixtures, and equipment shall not be stored in the building until the system has been tested and approved by the fire code official and monitoring of the system is active.

Exception: As approved by the fire code official.

Chapter 56

Explosives and Fireworks

Section 5601.2 Permit required is amended by adding new Section 5601.2.6 Prohibited Explosives as follows:

5601.3.1 Prohibited Explosives. It shall be unlawful for any person to have, keep, store, sell, offer for sale, give away, use, or manufacture any of the explosives listed in Section 5601.3 any quantity, within the corporate limits of the City, or to store, sell, use or offer for sale such explosives within the City limits unless, authorized by the Fire Chief.

(Ord. No. 05-C-19, § 2(7-14), 5-3-2005; Ord. No. 15-C-21 , §§ 1, 2, 8-4-2015)

Appendix C

Fire Hydrant Locations and Distribution

The use of this section will apply; however, the distances will need to comply with section 507.5.1 Where required. Whichever section is more stringent.

Appendix D

Fire Apparatus Access Roads

Appendix D FIRE APPARATUS ACCESS ROADS is hereby amended by amending section D106.3 Separate Access Roads to read as follows:

D106.3 Separate Access Roads. The requirement for two separate and approved fire apparatus access roads are met with the following conditions:

1. A minimum of two separate entrances into the complex is made from the street or public way.

2. The distance between the two entrances are equal to not less than one half the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses, as per 2018 IFC, section D104.3.

Exception: Where it is physically impossible to be one half the diagonal dimension apart, the access road will be approved if the following conditions are met:

a. The two separate fire apparatus access road must be separated as far as physically and practically possible.

b. The two separate entrances must be a minimum of 150 feet apart measured in a straight line between accesses.

3. The two separate entrances can share a common path of travel on the complex site so long as a blockage in any one area of this path does not block access from both the primary and secondary

access simultaneously. The two separate entrances can share a common path of travel on the complex site so long as a blockage in any one area of this path does not block access from both the primary and secondary access simultaneously. Each of the two separate fire apparatus roads shall meet the requirements of the 2018 IFC, section 503, Fire Apparatus Access Roads.

Article VI – LIFE SAFETY CODE is amended to read.

Section 30-101 Life Safety Code Adopted.

NFPA 101, Life Safety Code, 2018 Edition, as amended, revised and corrected, including all future editions, revisions, amendments and corrections, published by the National Fire Protection Association (NFPA), one (1) copy of which is on file with the city secretary, is hereby adopted and incorporated by reference as the Life Safety Code of the City of Schertz subject to and including by reference such amendments as herein shall appear. NFPA 101, Life Safety Code, 2018 Edition, shall be used in conjunction with the International Fire Code, 2018 Edition.

Chapter 30, "Fire Prevention and Protection" of the Code of Ordinances, City of Schertz, Texas, Articles ~~II,~~ IV,~~-~~ V and VI are hereby amended.

~~Section 2.~~ Amendments. Chapter 30 "Fire Prevention and Protection" of the Code of Ordinances, City of Schertz, Texas, is hereby amended to read as follows:

ARTICLE ~~**II. FIRE MARSHAL**~~IV. FIREWORKS CODE. Is amended as follows.

~~**Sec. 30-22. – Responsibilities.** ***Is amended to read.***~~

~~The Fire Marshal and his designee, must be a state-certified peace officer. The Fire Marshal,~~ and his designee~~, shall perform such duties as prescribed by law and other ordinances. The Fire Marshal shall be the authority having jurisdiction concerning nuisances, arson, fire prevention and/or fire code matters.~~

~~**ARTICLE IV. FIRE WORKS CODE.** ***Is amended as follows.***~~

Section 30-64. – Fireworks prohibited

~~(a)~~ (a) Except as provided hereinafter, it shall be unlawful for a person to manufacture, assemble, store, transport, sell, offer or have in possession with intent to sell, use, discharge, ignite, or otherwise set~~-~~in action any fireworks within the corporate limits of the city~~ or its extraterritorial jurisdiction.~~.

~~(b) Except as provided hereinafter, it shall be unlawful for a person to manufacture, assemble, store, have in possession with intent to use, discharge, ignite, or otherwise set in action any fireworks within 5000 feet outside of the City's corporate limits.~~

~~(c) Packaged or unopened fireworks cannot be confiscated by the municipal authority.~~

~~**Sec30-67. – Seizure and disposal.** ***Repealed.***~~

(b) The City of Schertz Fire or Police Department cannot confiscate unopened fireworks. (Texas Local Government Code Sec. 342.013)

ARTICLE V.~~—~~ FIRE PREVENTION CODE

Sec. 30-81. - Fire Prevention Code adopted. Is amended to read.

The International Fire Code, ~~2012~~2018 Edition (IFC-~~2012~~2018), as amended, revised and corrected, including Appendices B, C, D, F, H, I, and all future editions, revisions, amendments, and corrections, published by the International Code Council (ICC), one copy of which is on file with the city secretary, is hereby adopted and incorporated by reference as the Fire Prevention Code of the City of Schertz, subject to and including by reference such amendments as herein shall appear. Any codes reference within this code, City of Schertz will use the current addition of that referenced code.

Sec. 30-82 – Amendments

Schertz Fire Final Review

The International Fire Code, 20122018 Edition (IFC-20122018) is hereby amended as stated below.

CHAPTER 1
SCOPE AND ADMINISTRATION

Section [A] 101.1 is amended to read as follows:

[A] 101.1 Title. These regulations shall be known as the Fire Code of **City of Schertz,** hereinafter referred to as "this code."

***Section [A] 102.9** is amended by adding **102.9.1** Fire Chief Authorization as follows:*

> **[A] 102.9.1 *Fire Chief Authorization*** The Fire Chief is authorized to make and enforce such rules and regulations for the prevention and control of fires and fire hazards as may be necessary from time to time to carry out the intent of this Code.

Section 104 GENERAL AUTHORITY AND RESPONSIBILITIES, is amended by adding Section [A] 104.1.1 entitled Authority of the Fire Chief and the Fire Department and Section [A] 104.1.2 entitled Additional Duties and Police Powers of Fire Department Members as follows:

[A] *104.1.1 Authority of the Fire Chief and the Fire Department.* *The Fire Chief is* duly *authorized to* act by any means he deems necessary to protect life and property from *make and enforce such rules and regulations for the prevention and control of fires and fire hazards, as may be necessary from time to time to carry out the intent of this Code. The Fire Chief may delegate his power to any* other *member of the Schertz Fire Department.*

[A] *104.1.2 Additional Duties and Police Powers of Schertz Fire Department Members.* In addition to the duties *Additional Duties required or prescribed for* members of *the Schertz Fire Department in connection with* the*their regular functions* of such department, *when* so required by *the order of the City Manager* in. *In the case of riots, floods, or other public emergencies or catastrophes* or. *Or the public danger of any sort,* and all fires by order of the Fire Chief, Assistant Chief, *Division Chief,* Battalion Chief, or any *Captain or Lieutenant of the Schertz Fire Department, each and all members of the Fire Department shall be and become vested with full Police powers* and. *It shall perform all duties required for the protection of persons or property or the preservation of public safety, peace, and order.*

Section [A] 104.3 Right of Entry, is amended by adding subsection [A] 104.3.2 entitled Photographic Documentation to read as follows:

[A] *104.3.2 Photographic Documentation.* Members*Member(s) of the Schertz Fire* Department *making such examinations or inspections shall have the right, with proper credentials, and be authorized to take a reasonable number of photographs or videotapes for* evidence and for

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records ~~for use~~to be used by the Schertz Fire ~~Department~~ to study hazards and scientific control for fire safety.

Section 105.2.5 Investigation Fee/Working Without a Permit, shall be added, and read:

***105.2.5 Investigation Fee/Working without a permit**. Work requiring a permit shall not commence until said permit is posted in a conspicuous place on the job site and approved plans are available at this location. Where work is commenced prior to obtaining said permit, the fees provided in the City Code may be doubled. The payment of such double fee shall not relieve any person from fully complying with the requirements of this ordinance in the execution of the work nor of any other penalties prescribed herein.*

Section [A] 105.4.2 Information on construction documents is amended by adding Section [A] 105.4.2.2 entitled Occupancy Classification Letter as follows:

~~[A]~~ 105.4.2.2 Occupancy Classification Letter. ~~Two copies~~*A copy of a completed "Occupancy Classification Letter" (a.k.a. "Commodities Letter") or other approved Fire Protection report shall be submitted to the City for buildings or portions thereof that are to be used for any of the following purposes:*

~~1.~~ *1. Warehousing or storage*

~~2.~~ *2. Retail including rack display of products*

~~3.~~ *3. Hazardous material storage and/or use*

~~4.~~ *4. Manufacturing*

The Occupancy Classification Letter is required to be submitted

~~1.~~ *1. with the building permit submittal documents when seeking a building permit,*

~~2.~~ *2. to the Fire Inspector during a Certificate of Occupancy inspection, or*

~~3.~~ *3. at any other time when required by the fire code official.*

The Occupancy Classification Letter is to be prepared by the owner and/or tenant of the building/space in question or ~~a~~ registered design professional. It is to be signed, dated and on company letterhead. If the Occupancy Classification Letter is prepared by a registered design professional representing the owner and/or tenant of the building/space in question, the letter is to be countersigned by the owner and/or tenant. The Occupancy Classification Letter is to be kept on site at all times. Prior to a change in 1) the type or amount of hazardous material(s) used or stored, 2) the type or amount of storage or storage height or method, or 3) the manufacturing process, a revised Occupancy Classification Letter is to be submitted to the Fire Chief or his designee for review.

***~~Section 105.6 Required operational permits~~** ~~is amended by adding **Section 105.6.47 Food Booths**, and **Section [A] 105.6.48** entitled **Mobile Food Establishments** as follows:~~*

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~~**[A] 105.6.47 Food Booths.**~~
~~An operational permit is required for the operation of a food booth. For permit to operate a food booth, see Section 320.~~

~~**[A]105.6.48 Mobile Food Establishments.**~~
~~An operational permit is required for the operation and maintenance of a mobile food establishment. Small, light weight vendor push carts, as determined by the fire code official, are not covered under this section. For permit to operate a Mobile Food Establishment, see Section 321.~~

~~***Section*** **[A] 105.7.*11*16 LP-gas** ~~*is hereby amended as follows:*~~

~~**[A]105.7.11 LP-gas.**~~ **.** A construction permit is required for installation of or modification to an LP-gas system that contains 120 gallons or more. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

109.1 Board of Appeals is hereby created and shall read:

Sec.[A] 109.1 Building and Standards Commission. *All appeals relative to the application and interpretation of the codes adopted in this chapter shall be to the Building and Standards Commission as established under the Unified Development Code, Article 3, Boards, Commissions and Committees.*

Section ~~*[A]*~~ 110.~~*2 Evacuation* *is amended by adding* *[A]*~~ 4 Violation penalties shall read:

110.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a Class C Misdemeanor, punishable by a fine of not more than *$ 2,000.00*. **Each day** that a violation continues after due notice has been served shall be deemed a separate offense.

Section 111.2.1 Removal of Occupants is added, and shall read:

~~**[A] 110**~~**111.2.1 Removal of Occupants**~~. A~~ **if Occupancy Load has exceeded**. Any member of the Schertz Fire ~~Department~~ is authorized to ~~require the removal of~~ have occupants at a location to be removed when actual occupancy exceeds the permitted or posted occupant load. ~~A person commits an offense if he refuses to obey an order to vacate.~~

~~***Section 111.4 (IFC 2012) Failure to comply****. Such provision is hereby amended to read as follows:*~~

~~***Section 111.4 (IFC 2012)***~~[A] **112.4 Failure to** ~~***comply***~~ **"Comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be ~~guilty of a violation of Class C Misdemeanor. Punishable by fine not to exceed $2000 per day and per offense"~~liable to a fine of not less than **$ 200.00** or more than **$ 2000.00**.

~~***SECTION 202, GENERAL***~~ **CHAPTER 2**
DEFINITIONS ~~*is amended by adding*~~

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Section 202 Add to definitions ~~*and modifying existing ones as follows:*~~ in section 202:

~~**SECTION 202**~~
~~**GENERAL DEFINITIONS**~~

~~**Change of Occupancy** is amended to read as follows:~~

~~**Change of Occupancy.** A change in the purpose or level of activity to include change of ownership, within a building that involves a change in application of the requirements of this code.~~

~~**Fire Lane** is amended to read as follows:~~

~~**Fire Lane.** Shall~~FIRE HAZARD shall mean any condition or act which increases or may cause an increase of the hazard or menace of fire to a higher degree than that customarily recognized as reasonable by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire, or which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

FIRE LANE shall mean any area appurtenant to entrances or exits of a building deemed necessary by the Fire Chief or his designee to remain free and clear of parked vehicles for access to such building in case of fire or other emergency and designated by him as such, and may include sidewalks, driveways, portions of parking lots, or any other area adjacent to or near building entrances or exits, or any fire hydrant.

~~**Fire Watch** is amended to read as follows:~~

FIRE MARSHAL shall mean the fire code official responsible for investigations of fires, inspection of facilities, and code enforcement.

FIRE WATCH~~.~~ Qualified individuals ~~are defined as State Certified Fire Inspectors assigned to the Fire Prevention Division of the City of Schertz, or, if~~ approved by the Fire ~~Marshal~~Chief or designee are, Texas Certified Firefighters, Peace Officers, individuals employed by a private security firm, or other designated individuals whose sole duty when assigned a fire watch is to perform constant patrols of the premises and keep watch for signs of unwanted fire. A written attendance log must be maintained, and personnel must have at least one approved means of notifying the fire department of fire or other emergencies. When fire watch is being performed and is not deemed adequate, the Fire Chief or designee shall institute that members of the Schertz Fire Department to be used in the place of what currently being used. The cost of the fire watch shall be at the current overtime rate of the individual preforming the task and shall be the sole responsibility of the owner/contractor to pay. The fire watch fee shall be paid to the City of Schertz within 30 days before final approval is granted on system work.

~~**Foster Care Family Home** is added as follows:~~

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FOSTER CARE FAMILY HOME shall mean a single independent residential occupancy that is the primary residence of the caregiver and licensed by the state to provide twenty four (24) hour care for six or fewer children (including those related to the caregiver) up to the age of eighteen (18) years.

Mobile Food Establishment is added as follows:

MOBILE FOOD ESTABLISHMENT shall mean a mobile food operation using any heat producing equipment to cook, fry, or warm products for consumption from a motorized vehicle, towable trailer, or watercraft.

OCCUPANCY CLASSIFICATION. For the purposes of this code, certain occupancies are defined as follows:

[BG] Residential Group R-3 is amended to add the following:

[BG] Residential Group R-3. Residential Group R-3 occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, R-4 or I, including:

Foster Care Family Homes

PARK shall mean the standing of a vehicle, whether occupied or not, upon a street otherwise than temporarily for the purpose of, and while actively engaged in, receiving or discharging passengers or loading or unloading merchandise or in obedience to traffic regulations, signs, or signals or an involuntary stopping of a vehicle by reason of a cause beyond the control of the operator of the vehicle.

Special Event is added as follows:

SPECIAL EVENT shall mean an indoor or outdoor event that, in the opinion of the Fire Code Official or their designee, meets any of the following criteria:

1. Constitutes a use or occupant load ordinarily not permitted by the face of the Certificate of Occupancy.

2. Requires the means of egress to be altered from a configuration that was previously approved by the Building Code Official, Fire Code Official, or their designee (e.g., installation of booths, curtains, partitions, tables/chairs, etc. or the locking of select doors to limit access to portions of a building or area).

3. Poses a condition that compromises any life safety systems that were previously approved by the Building Code Official, Fire Code Official, or their designee (e.g., reduced lighting, increased sound levels, installation of alternate interior finishes, etc.).

4. Poses a condition that reduces the effectiveness of public safety services of any kind (e.g., Conditions that result in reduced access to fire hydrants, sprinkler riser/pump rooms, Fire Department Connections, etc.)."

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~~***Section 307.1 General*** ~~Whenever the word "JURISDICTION" is ~~*amended by adding* ***Section 307.1.2 Carrying Burning Materials*** *as follows:*~~

~~**307.1.2 Carrying Burning Materials**. No person~~used in the ~~city~~ International Fire Code, it shall ~~carry or cause~~be held to ~~be carried, in any street or other thoroughfare, any burning coal or firebrands, unless the same is shut up in a covered vessel.~~

~~***Section 307.4 Location**. Such provision is hereby amended to read as follows:*~~

~~***Section 307.4 Location*** The location and conditions for open burning shall be in accordance with rules established by~~mean the City of Schertz, Texas ~~Commission on Environmental Quality (TCEQ) and in effect at the time the permit is issued. Location and conditions shall be further restricted, as follows:~~.

~~1. Forecasted wind speed of 15 mph or less;~~

~~2. Open burning shall not be allowed in residential areas on lot sizes less than three (3) acres;~~

~~3. Open burning shall not be allowed on days subject to an "Air Quality Health Alert" or other air quality warning."~~

~~4. Failure for permit holder to keep a control burn under control through negligence, which activates an emergency response by Fire Department will require the permit holder to pay for the cost of the fire response in accordance to fees set forth in Exhibit 1- Fee Schedule.~~

~~~~Whenever the words "Chief of the Bureau of Fire Prevention," or "Fire Code Official" is used in the International Fire Code, it shall be held to mean "The Fire Chief."

Chapter 3
General Requirements

Section 307.6 Sky Lanterns prohibited is added, and shall read:

307.6 Sky Lanterns. Sky lanterns; also known as Chinese lanterns, sky candles, or fire balloons, which are airborne lanterns constructed of a combustible material and contain a candle or fuel cell that when lit, causes the device to go airborne and travel in the air; are prohibited within the city limits.

Section 308.1.4 Open-flame cooking devices ~~is~~are amended by deleting exception 2 and 3 and renumbering as follows:

308.1.4 Open-flame cooking devices. ~~Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048 mm) or combustible construction~~No person living within any multifamily housing such as an apartment, apartment condominium, hotel, motel, or any other multifamily type occupancy shall construct, install, store, maintain or use any incinerator, barbecue pit, charcoal or propane grill or container of any kind for the purpose of igniting any combustible materials for whatever domestic purpose such as cooking or washing, within 10 feet of a combustible multifamily housing occupancy.

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Exceptions:

1. Exception: One- and two-family dwellings. *Delete Exceptions two and three.*

***Section 308 OPEN FLAMES** is amended by adding **Section 308.5** entitled* **311.2.2 Fire** ***Hazard Prohibited** as follows:*

308.5 Fire Hazard Prohibited. In Group R, Division 1 & 2 occupancies, a person **protection.** Exception 3 shall not construct, erect, install, maintain or use any incinerator or barbecue pit or so burn any combustible material asread: Where approved by the fire code official, fire alarm and sprinkler systems are permitted to constitute or occasion a fire hazard by the use or burning thereof or as to endanger the life or propertybe placed out of any person thereof.

The use or burning of any such devices under the following conditions shall constitute a fire hazard and is strictly prohibited:

1. Within 10 linear feet of any combustible surface, including but not limited to decks, porches, balconies, walls, or verandas.
2. Beneath any balcony, porch, roof overhang, deck, or veranda.

***CHAPTER 3 GENERAL REQUIREMENTS** is amended by adding a new **Section 319 PARADE FLOATS** to read as follows:*

SECTION 319
PARADE FLOATS

319.1 Decorative Materials. Decorative material on parade floats shall be noncombustible or flame retardant.

319.2 Fire Protection. Motorized parade floats and towing apparatus shall service in seasonally occupied buildings: that will not be provided with a minimum 2-A, 10-B:C rated portableheated; where fire extinguisher readily accessible to the operator.

319.3 Exhaust Pipes. Motorized float exhaust pipes must be extended past the exterior of the float and be clear of all decorative material.

319.4 Escape Hatch. Motorized floats shall be equipped with a quick escape hatch from interior driver compartments.

***CHAPTER 3 GENERAL REQUIREMENTS** is amended by adding a new **Section 320 FOOD BOOTHS** as follows:*

SECTION 320
FOOD BOOTHS

320.1 Permits. For permit to operate a food booth, see Section 105.6.47. It shall be unlawful to operate a food booth without a permit.

320.2 Fire Extinguishers. One 2A 10 BCprotection systems will be exposed to freezing temperatures; where fire extinguisher shall be required for all food booths. Booths containing

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deep fat fryers shall have a class K portable fire extinguisher for up to four fryers having a maximum cooking medium capacity of 80 pounds each. For every additional group of four fryers having a maximum cooking capacity of 80 pounds each, an additional class K extinguisher will be required. For individual fryers exceeding 6areas do not exceed *10,000* square feet in surface area, class K extinguishers will be installed in accordance with manufacturers' recommendations. All fire extinguishers shall have a current (within a year) inspection sticker from a licensed extinguisher company or provide proof that the extinguisher is new ((1115 m2); and that do not store receipt).

320.3 Location. Food booths utilized for cooking shall have a minimum of 10 feet clearance on two sides. Booths shall not be placed in fire lanes unless otherwise approved by the fire code official. Booths shall not be placed within 10 feet of amusement rides or devices.

320.4 Cooking equipment location. Barbeque pits shall not be located within 10 feet of combustiblemotor vehicles or hazardous materials. Barbeque pits shall not be located under the food booth canopy.

320.5 Acceptable Cooking Sources. The following are the only approved cooking sources for food booths:

1. Wood or charcoal
2. Propane
3. Natural Gas
4. Electricity

320.6 Generators. Fuel tanks shall be of adequate capacity to permit uninterrupted operation during normal operating hours. Generators shall be isolated from contact with the public. Storage of gasoline is not allowed in or near generators or food booths.

320.7 Decorations. All decorative material shall be at least six feet away from any open flame, cooking element, or heat source or be flame resistant.

320.8 Escape route. All concession stands shall have a minimum of a three ft. aisle for emergency escape.

320.9 Propane. All equipment used in conjunction with propane tanks must be UL Listed for the purposes in which they will be used. Tanks shall be secured to prevent falling. Tanks shall only be white or aluminum in color. Only one spare tank will be allowed in a food booth. Emptied propane tanks are to be removed from the site immediately after use. Regulators shall be attached to the tanks as close as possible. Leaks can be detected using a soap and water solution. Tank shutoff valves and/or additional shutoff valves shall be accessible and away from the cooking appliance(s). Propane tanks shall not be within five feet of an ignition source. Propane tanks shall not be located within 10 feet of a building door or window.

***CHAPTER 3 GENERAL REQUIREMENTS** is amended by adding a new **Section 321 MOBILE FOOD ESTABLISHMENTS** to read as follows:*

SECTION 321
MOBILE FOOD ESTABLISHMENTS

321.1 Permits.

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321.1.1 It shall be unlawful to operate mobile food establishments without a permit as required by Section 105.6.48. Annual mobile food establishment permits must be displayed in a visible location in or on the mobile food establishment.

321.1.2 Mobile food establishments left on site for more than 24 hours at carnivals, fairs, festivals, or other public events will be subject to Food Booth permit requirements, inspections, and fees as set forth in Section 320 and Section 105.6.47 of this code in addition to any fees associated with the annual mobile food establishment permits.

321.2 Fire Extinguishers – Fire extinguishers are required in mobile food establishments in accordance with sections 321.2.1 through 321.2.4

321.2.1 All mobile food vendors shall have at minimum one (2A10BC) portable fire extinguisher mounted in a conspicuous place within the kitchen area.

321.2.2 Mobile food vendors with portable generators shall have a (3A40BC) portable fire extinguisher.

321.2.3 All portable fire extinguishers shall be serviced, inspected, and tagged annually.

321.2.4 In addition to any other required fire extinguisher, all mobile food vendors who deep fat fry shall have a class K portable fire extinguisher for up to four fryers having a maximum cooking medium capacity of 80 pounds each. For every additional group of four fryers having a maximum cooking capacity of 80 pounds each, an additional class K extinguisher will be required. For individual fryers exceeding six square feet in surface area, class K extinguishers will be installed in accordance with manufacturers' recommendations.

321.3 Use of LPG – Liquefied Petroleum Gas usage shall comply with sections 321.3.1 through 321.3.5.

321.3.1 L.P. Gas containers shall be located and secured on the exterior of the mobile food establishment, open to atmosphere or if containers are kept in compartment, said compartment must be separate from the interior food preparation area. Access must be from the exterior of the unit and compartment floor and exterior door must be vented to the atmosphere.

321.3.2 All mobile units with propane shall post a "NO SMOKING" sign next to or directly above the propane bottle and visible to the public. Such sign shall be posted with a minimum of four inch lettering.

321.3.3 Any hose used to pipe L.P. Gas to a device shall be listed by UL, FM, or other approved agency and listed specifically for LP Gas service. All couplings, fittings, and any other devices shall meet the requirements for LP Gas Service as outlined in the International Fuel Gas Code, NFPA 58 and 54, or be deemed unapproved and removed from service.

321.3.4 LPG tanks shall be located outside the mobile food establishment a minimum of five feet from the primary means of egress.

321.4 Baffles and Closures

321.4.1 All deep-fat fryers shall have a steel baffle between the fryer and surface flames of an adjacent appliance or shall maintain a 16 inch separation distance. The baffle, if installed, shall be eight inches in height.

321.5 Emergency Egress. Emergency egress shall comply with Sections 321.5.1 through Section 321.5.2.2

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~~**321.5.1** Mobile food establishments shall have a clear, unobstructed height over the aisle way portion of the unit of at least 74 inches from floor to ceiling, and a minimum of 30 inches of unobstructed horizontal aisle space.~~

~~**321.5.2** Should travel distance from any portion of the interior exceed 10 feet, the mobile food establishments shall have a minimum of two exits located remote from each other and so arranged as to provide a means of unobstructed travel to the outside of the vehicle.~~

~~**321.5.2.1** A secondary means of egress shall be located remote of the main exit door, with an unobstructed minimum passage of 24" X 24 " to the outside. The bottom of this secondary means of egress shall not be more than four feet above the vehicle floor or a readily accessible horizontal surface capable of supporting a weight of 300 pounds minimum opening to the outside.~~

~~**321.5.2.2** The latch mechanism of any exit facility shall be operable by hand, and shall not require the use of a key or special knowledge for operation from the inside. The secondary exit shall be labeled with the word "EXIT" with two inch minimum letters on contrasting background.~~

~~**321.6 Generator Refueling**~~

~~321.6.1 Refueling of generators shall be performed in an approved location not less than 20 feet from the mobile food establishment. Fuel shall be stored in a UL or FM approved flammable liquid safety container in an approved location. Generators shall be grounded in an approved method. Generators shall not be refueled in areas occupied by the public.~~

Chapter 4
EMERGENCY PLANNING AND PREPAREDNESS

Section 405.2 Frequency is amended by adding a new Section 405.2.1 Fire Drill Records to read as follows:

405.2.1 Fire Drills for E Occupancies. The operator of premises housing an E Occupancy shall conduct fire drills:

~~1.~~ 1. Without warning;
~~2.~~ 2. In a manner requiring:
~~a.~~ a. all students to immediately leave the structure upon hearing the fire drill signal;
~~b.~~ ~~a~~b. A roll call by classes outside the structure; and
~~c.~~ ~~doors~~c. Doors to be closed as each area is evacuated;
~~3.~~ 3. In a manner simulating fire ~~conditions~~condition;
~~4.~~ 4. In a manner prohibiting students from running or playing;
~~5.~~ 5. If approved, in a manner permitting security persons to remain inside the structure during drills;
~~6.~~ 6. Which include:
~~a.~~ a. Complete checks of each section of the structure;
~~b.~~ b. The use of varying evacuation routes;
~~c.~~ c. Occasional simulation of blocked exits;
~~d.~~ d. Provisions for calling the fire department; and
~~e.~~ e. The use of varying drill times;
~~7.~~ 7. During weather which does not pose a health threat to students;
~~8.~~ 8. As an exercise in discipline and procedure, rather than speed; and
~~9. By pulling a manual pull station.~~

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~~***Section 405.2 Frequency** is amended by adding a new **Section 405.2.2 Fire Drills for E Occupancies** to read as follows:*~~

405.2.2 Fire Drills for E Occupancies. FIRE CHIEF'S POWER TO ORDER FIRE DRILL. The Fire Chief may require a fire drill at any E Occupancy at any time.

Chapter 5
FIRE SERVICE FEATURES

Section 503.1.1 Buildings and facilities ~~is~~are amended by adding Section 503.1.1.1 Access from the adjacent lot as follows:

503.1.1.1 Access from an adjacent lot. Where fire apparatus access roads for a building or buildings are provided from an adjacent lot, a fire lane easement or ingress/egress easement is required to be recorded on the adjacent lot's plat that is providing the common access. The adjacent lot's plat is to ~~clearly~~ show the easement graphically clearly.

Exception: In lieu of the graphical easement, a note may be placed on the plat that, at a minimum, states, the following: "Ingress and egress shall be provided between all adjacent lots for adequate fire department vehicle access per the City of Schertz Fire Code. The cross access shall not be blocked, nor may this note be taken off the plat without written permission from the City of Schertz Director of Development Services and the Schertz Fire ~~Department Fire Marshal."~~ Chief or designee."

Section 503.2.1 Dimensions ~~*is amended by adding **Section***~~ shall read:

503.2.1~~***.2 Mountable Curbs** are added*~~ **Dimensions.** Fire apparatus access roads shall have an unobstructed width of not less than ***24 feet***, exclusive of shoulders. An unobstructed vertical clearance of not less than ***14 feet*** and shall always be required and maintained. Security gates shall be sized to ~~*read as follows:*~~ match the required clear width.

~~**503.2.1.2 Mountable Curbs**. Mountable curbs are permitted when approved by the Fire Marshal.~~

Section 503.2.3 Surface is amended by adding a second paragraph to read as follows:

~~**503.2.3 Surface**. Drivable grass surfaces, or other alternative drivable surfaces, are permitted when approved by the Fire Marshal or his designee and in accordance with all of the following conditions:~~

~~1. Sealed documents indicating compliance with the provisions of 503.2.3 shall be submitted by a registered design professional for review.~~

~~2. The drivable grass surface, or alternative drivable surface, shall not be used as the primary access to the site.~~

~~3. The surface shall be capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds.~~

~~4. Blue traffic reflectors shall be provided on each side of the surface every 20 feet to clearly mark its boundaries. Vegetation on and surrounding the surface shall be maintained such that said reflectors are visible at all times.~~

~~5. Sod is not permitted to be placed over the drivable base.~~

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6. If the surface proposed is to be used as the aerial apparatus access road for the facility, concrete curbing, or other approved edging, shall be installed along both sides of the portion to be used as such for enhanced lateral stability. A registered design professional shall design said curbing. Sealed drawings of the design shall be provided to the Fire Department and Development Services for review.

7. If sand or other free-flowing fill is used as a main structural component for the surface, concrete curbing or other approved edging shall be installed along both sides of the surface for material containment. A registered design professional shall design such curbing. Sealed drawings of the design shall be provided to the Fire Department and Development Services for review.

A signed letter from the manufacturer shall be provided to the Fire Marshal certifying that the installation meets all requirements in the manufacturer's installations prior to issuance of the Certificate of Occupancy.

8. The surface shall be maintained in proper working order at all times when utilized as a required fire lane. Should the surface become damaged or fall into disrepair, the Fire Marshal or his designee shall be authorized to require the repair and re-certification of said surface.

Section 503.2.4 Turning radius *is amended by adding a second paragraph to* , shall read *as follows:* :

503.2.4 Turning radius. The required turning radius of a fire apparatus access road shall be determined by the *fire code official.*

The turning radii of a fire apparatus access roadway shall require a minimum of ***50 feet*** outside radius, and a minimum of ***25 feet*** clear distance to the inside radius on all turns in excess ofmore than ***30 degrees***.

Section 503.2.5 Dead Ends *is amended to read as follows:*

503.2.5 Dead Ends. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with approved provisions for the turning around of fire apparatus. Turn arounds approved by the Fire Marshal or as permitted by Appendix D are acceptable.

Exception: Where the building is equipped throughout with an approved sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2, or 903.3.1.3, the maximum length of dead-end fire apparatus access roads shall be increased to 200 feet. This increase shall not be applicable to Groups H and I Occupancies, buildings with occupancies having High-Piled Combustible Storage and high-rise buildings.

Section 503.2.7 Grade is amended to read as follows:

503.2.7 Grade. The gradient for a fire apparatus access road shall not exceed 12%. ***twelve percent (12%).***

Section 503.*3 Markings is repealed*2.8 Angles of approach and ***replaced with a new*** departure shall read:

Section 503.*3 Markings as follows:* 2.8 Angles of approach and departure. An angle of approach and an angle of departure shall be designed so that at least **8 degrees** shall be maintained at the front and the rear of the department's apparatus when it is loaded to the estimated in-service weight.

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Section 503.3 ~~Markings. Such provision is hereby amended to read as follows:~~

~~Striping, signs or other markings, when approved by~~ the ~~fire code official,~~added shall ~~be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Striping, signs, and other markings shall be maintained in a clean and legible condition at all times and shall be replaced or repaired necessary to provide adequate visibility.~~ read:

503.3.1 ~~Striping~~~~.~~ Fire apparatus access roads shall be continuously marked by painted lined of red traffic paint six inches (6~~")~~") in width to show the boundaries of the lane. The words ~~"~~"NO PARKING –FIRE LANE~~"~~" or ~~"~~"FIRE LANE –NO PARKING~~"~~" shall appear in four~~-~~inch (4~~")~~") white letters at twenty~~-~~five feet (~~25'~~25') intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical and horizontal of the curb.

~~503.3.2. Signs. Signs, when approved by the fire code official, shall read "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" and shall be twelve inches (12") wide and eighteen inches (18") high. Signs shall be on a white background with letters and borders in red, using not less than two inch (2") tall lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6' 6") above finished grade. Signs shall be spaced not more than fifty feet (50') apart along both sides. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.~~

~~***Section 503.6 Security gates** is hereby amended by adding the following language and adding a new **Section 503.6.1 Direction of Swing** to read as follows:~~

~~**503.6 Security gates**. The installation of security gates across a fire apparatus access road shall be *approved* by the fire chief. Where security gates are installed, they shall have an *approved* means of emergency operation to include a fire department specific key switch, lock, or box. Upon loss of power to electric gate operators, a secondary power source or clearly marked and identified manual release shall be provided. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200.~~

~~**503.6.1 Direction of Swing**. Security gates installed across a Fire Apparatus Access Road shall swing in the direction of travel towards the building or open horizontally to avoid backing up of Fire Apparatus and to allow for an expedited response.~~

~~SECTION~~ 503 FIRE APPARATUS ACCESS ROADS is amended by adding Sections 503.7 Fire ~~*Marshal*~~Chief or designee Authority to Designate Fire Lanes, 503.8 Summons to be Issued for Parking Violation, 503.9 Removal of Vehicle by Property Owner, 503.10 Removal of Vehicle by Fire Chief, and 503.11 Abandonment of Fire Lane to read as follows:

503.7 ~~Fire Marshal~~ Authority to Designate Fire Lanes. The Fire ~~Marshal~~Chief or designee is hereby authorized to designate fire lanes on designated premises where such areas must be free of parked vehicles and other obstructions to provide ready access to buildings therein, in case of fire or other emergencies. The Fire ~~Marshal's~~Chief's or designee designation of such fire lanes does not obviate the owner of such property of their responsibility to maintain the area. Further, owners of the private property or their designated representative may request that the Fire Chief or designee designates additional fire lanes ~~be designated by the Fire Marshal~~.

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503.8 Summons to be Issued for Parking Violation. ~~A summons or notice to appear in answer to a charge of parking in violation of this section specifying the location of the fire lane in which such violation occurred and the date and time of such violation,~~*Violation(s) may be issued by any police officer, or* ~~any inspector in the~~*Certified Fire* ~~Prevention Bureau of the~~*Inspector with Schertz Fire* ~~Department.~~*. Texas Transportation Code 545.302 will apply to this section.*

503.9 Removal of Vehicle by Property Owner. Except for an authorized emergency vehicle, the owner of private property, or their agent, may have any motor vehicle that is parked in a legally designated fire lane removed and stored at either their own expense or that of the vehicle operator.

The owner of the premises, or their agent, who has a vehicle removed and stored, is not liable for damages incurred as a result of removal or storage, if the vehicle is removed by a vehicle wrecker service insured against liability for property damage incurred in towing vehicles and is stored by a storage company insured against liability for property damage incurred in the storage of vehicles.

503.10 Removal of Vehicle by Fire Chief or designee. Any vehicle parked in any designated fire lane or blocking fire hydrants may be removed at the vehicle owners' expense upon the authorization of the Fire Chief or designee under the following conditions:

1. ~~——~~ When the vehicle is in violation by parking in a fire lane, or

~~2.~~ ~~——~~2. When parked in front of a fire hydrant, or

3. When a vehicle blocks the ingress/egress of ~~a~~ business, theater, ~~night club~~nightclub, apartment complex, gymnasium, or a place of assembly, or

~~3.~~ ~~——~~4. When a vehicle's presence threatens the life safety of the public by impeding the ability of the fire apparatus and emergency medical equipment to respond to an emergency.

The Fire Chief shall cause such vehicle to be removed by the towing service operating under a contract with the city and shall further cause such vehicle to be impounded in one of the Police Department Vehicle Storage sections.

503.11 Abandonment of Fire Lane. No owner, manager, or person in charge of any premises served by a required fire lane shall abandon or close any such fire lane without the written permission of the Fire ~~Marshal.~~ Chief or designee.

Section 503.6.1.2 Gate timing is added and shall read:

503.6.1.2 Gate timing. *Gates must fully open within* ***15 seconds*** *of activation and remain in the open position until closed by operation of the electrical control device.*

Section 503.6.1.3 Failsafe position is added and shall read:

503.6.1.3 Failsafe position. *Fire department access gates shall fail safe (open) in the event of a power failure.*

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Section 503.6.1.5 Access controls are added and shall read:

503.6.1.5 Access controls. Access controls shall be exterior to the gate and located for activation by the vehicle operator without leaving the vehicle. The height of the lockbox/control panel shall be 66 inches, measured from the finished grade line of the street.

Section 503.6.1.6 Additional access is added and shall read:

503.6.1.6 Additional access. If required by the Fire Chief or designee, additional "exit only" or "emergency access" gates shall be set up for fire department emergency access. Exit only gates, which are not motorized, shall be installed per the fire department's recommendations. Exit only gates shall have a minimum clearance of 20 feet clear width and be posted with a sign that states "Caution Gate Opens Out" and designated as a Fire Lane. In addition to Fire Lane markings, the markings on the pavement shall include a 5-inch yellow stripe showing the depth of the gate swing.

Section 505.1 Address Numbers is amended to read as follows:

505.1 Address identification. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be **a minimum of six inches** high with a minimum stroke width of 0.5 ~~inch~~inches (12.7 mm). **Fire Chief or designee has the authority to increase the size depending on visibility.** For buildings with individual suites, the suite numbers shall be a minimum of ~~four~~six inches high with a minimum stroke width of 0.5 ~~inch~~inches (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole, or other sign or means shall be used to identify the structure. Address numbers shall be maintained. **Numbers on the building SHALL be located at the Top Right of the Building.** *Residential address* will remain 4 inches high with a minimum stroke width of 0.5 inches (12.7 mm).

———SECTION 505 PREMISES IDENTIFICATION is amended to add sections 505.3, 505.3.1 and 505.4 as follows:

***505.3 Multi-Building Complexes**. Office, industrial and apartment complexes shall be identified by name and number on a display board at the main ~~entry~~entrance roadway.*

***505.3.1 Multi-Address Complexes**. Office and industrial complexes with multiple addresses contained within shall post all addresses so that they are visible from main entry or roadway.*

***505.~~5~~4 Tenant identification**.- Each occupied tenant space provided with a secondary exit to the exterior or exit corridor shall be provided with tenant identification by business name and address. Letters and numbers shall be posted on the corridor side of the door, be plainly legible and shall contrast with their background.*

~~**Exception:** Tenant identification is not~~Section 506.1 Where required, shall read:

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506.1 Where required. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for ~~anchor stores~~lifesaving or fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be a Knox ® rapid entry system capable of holding the number of keys necessary for operation and access of necessary equipment, doors, and other areas necessary for access as determined and approved by the fire code official. The Knox ® rapid entry system shall be keyed to system code registered for the City.

~~———~~Section 506.1.1 Locks shall read:

506.1.1 Locks. Any lock required by the fire code official for access, or where a lock is placed per request of the owner or manager of the business or property, and the area locked is determined by the fire code official to require access; the lock shall be a Knox ® rapid entry system keyed to the system code registered by the City.

SECTION 506 KEY BOXES~~,~~ is amended to add Sections 506.~~*2.1*~~3 Key Box ~~***Access and Removal of Keys** and*~~ Requirement.

506.3 Key Box ~~***Location and Contents** as follows:*~~**Requirement.** The City of Schertz uses Knox Box. To access a box, go to www.knoxbox.com. Select the City of Schertz and then select from the list. Knox Caps are also required for the Fire Department Connection.

~~**506.2.1 Key Box Access and Removal of Keys**. The Fire Department shall have the only key to the key box. Removal of any key by other than the authorized Fire Department personnel shall be a violation of this Code.~~

~~**506.3 Key Box Location and Contents**. Required key boxes shall be located as follows and as approved by the Fire Marshal:~~

~~1. Between eight feet and 10 feet to the side of the main entrance level to the building and near fire riser room, or as approved by the Fire Marshal.~~

~~The key box shall contain designated keys essential to emergency operations including, but not limited to, the following:~~

~~1. Elevator keys capable of accessing all floors in the building~~
~~2. Stairway keys~~
~~3. Fire control station keys~~
~~4. Alarm System keys~~

~~———~~Section 507.~~*3 Fire flow*~~,1 ~~is amended to read as follows and Section 507.3.1 Fire Flow for Rural Isolated Areas is added to read as follows:~~

~~**507.3 Fire flow**. Fire Flow requirements for buildings or portions of buildings and facilities shall be as per Appendix B of the International Fire Code or other approved method as determined by the Fire~~ Marshal. ~~When utilizing Table C105.1 to determine number and distribution of fire hydrants, and the flow requirement falls between the values on the table, the flow requirement shall be rounded up to meet the higher value.~~

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~~*Section 507.4*~~ Water supply test is amended to read as follows:

507.~~4 Water~~1 Required water supply ~~test~~. Adequacy of the water supply shall be determined by an approved flow test that is conducted on the fire hydrants nearest the project site unless otherwise approved by the Fire Code Official. The flow test shall be as follows:

1. The flow test shall have been conducted no more than 12 months prior to the date of construction document submittal to the City of Schertz.

2. The flow test shall be conducted in accordance with the ~~2010~~current edition of NFPA 291, Recommended Practice for Fire Flow Testing and Marking of Hydrants, and any other applicable local, state, or national standards and/or requirements.

3. The flow test results shall be submitted with the construction documents.

4. If the water supply piping is not yet constructed, hydraulic calculations for the proposed piping design shall be submitted. The calculations shall be based on the flow test conducted on the fire hydrants nearest the project site and shall verify that the piping design provides the minimum ~~require~~required fire flow at no less than 25 psi residual. Upon completion of construction and prior to final certificate of occupancy, a flow test shall be conducted to verify the results of the calculations.

Section 507.3 Fire flow is amended to read as follows and Section 507.3.1 Fire Flow for Rural Isolated Areas is added to read as follows:

507.3 Fire flow. Fire Flow requirements for buildings or portions of buildings and facilities shall be as per Appendix B of the International Fire Code or other approved method as determined by the Fire Chief or designee. When utilizing Table C102.1 to determine the number and distribution of fire hydrants, and the flow requirement falls between the values on the table, the flow requirement shall be rounded up to meet the higher value.[TP1]

Section 507.5 Fire Hydrant is amended to add the following:

507.5.1 Where Required amended to add the following

Hydrant location must following rules:

1. 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 Hydrant branch lines shall connect to an 8-inch water main and in no case be longer than one hundred (100') feet.

3. Any new fire hydrant is required to have a hydrant locator type II blue reflector installed in the roadway or fire lane, perpendicular to the hydrant, two feet off centerline. Any new Fire Hydrants must comply with City of Schertz Public Works Guide.

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Section 507.5.3 Private fire service mains and water tanks ~~is~~are amended by adding Section 507.5.3.1 Private fire service main as follows:

507.5.3.1 Private Fire Service Main~~.~~ and water tanks. Private fire mains as used in this Code are the pipe and its appurtenances on private property between Schertz, other public water ~~systems~~systems, or other sources of water and the base elbow of private fire hydrants or the rise for automatic sprinkler or standpipe systems. When connected to a public water system, the private fire main begins at a point designated by the public water utility. When connected to a gravity tank or pressure tank, the private fire main begins at the inlet side of the tank check valve.

~~***Section*** 507.5.***5 Clear spaces around hydrants*** *is amended to read as follows:*~~

~~**507.5.5 Clear space around hydrants.** A~~ 3~~ foot (914 mm) clear space.~~1.2 Private fire lines shall ~~be maintained around~~meet the ~~circumference of fire hydrants, except as otherwise required or approved. The clear space around hydrant~~City's specifications for pipe material and ~~the access to the hydrant will be no more than eight percent slope.~~ trench backfill. See Public Works Design Guide.

~~———~~1. A Double Check Detector Assembly (DCDA) backflow device will be provided on private fire lines within 100 feet of the City's water main.

2. The 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.

Section 507.5 Fire Hydrant Systems is amended by adding Sections 507.5.7 Design Criteria for Water Mains and 507.5.8 Fire Hydrant Installation Criteria as follows:

507.5.7 Design Criteria for Water Mains.

1. ~~———~~ Where the fire service mains are used to supply required fire hydrants, the mains shall be sized to flow the required fire flow as determined by Section 507.3.

2. ~~———~~ Where the fire service mains are used to supply required fire hydrants plus fire sprinkler and/or fire standpipe systems, the mains shall be sized to flow the larger of the fire hydrant flow demand as determined by Section 507.3, the fire sprinkler demand as determined by Section 903.3 or the fire standpipe demand as determined by Section 905.2.

3. ~~———~~ The required number of fire hydrants for the fire flow determined by Section 507.3 shall be specified in Appendix C, Table C105.1.

4. ~~———~~ When sizing the fire service main, the distribution of the fire flow among the required fire hydrants (as determined by item no. 1 or 2 above) shall be as determined by the Fire ~~Marshal~~Chief or designee, but in most cases shall have no less than 1,000 ~~gpm~~GPM at the hydraulically remote fire hydrant with the remaining fire flow equally distributed among the remaining required fire hydrants.

5.~~———~~ Main Size:

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5.1 Minimum diameter for public water mains shall be six inches in single-family residential areas and eight inches in all other areas. Larger mains may be required to accommodate fire flow requirements.

5.2 Private fire mains shall be hydraulically calculated.

6. Water pressure in private fire mains shall not be less than thirty-five pounds per square inch (35 psi) with no hydrants in use. When hydrants are in use supplying the required fire flow, water pressure in the main at the fire hydrant discharge level shall be not less than 25 pounds per square inch (25 psi) residual.

7. Except for specific requirements of this code, all hydrants and mains required for private protection shall be designed, constructed, and operated in conformance with the local water purveyor's criteria, specifications and regulations for public fire hydrants and mains on public streets and NFPA 24.[TP2]

~~***Section 510.5.3 Acceptance test procedure*** is amended to read as follows:~~

510.5.3 Acceptance Test Procedures. ~~When an emergency responder radio coverage system is required, and upon completion of installation, the building owner shall have the radio system tested to ensure that two-way coverage on each floor of the building is a minimum of 90 percent. Testing will be accomplished by a licensed third-party contractor. The test procedure shall be conducted as follows:~~

~~1. Each floor of the building shall be divided into a grid of 20 approximately equal test areas.~~

~~2. The test shall be conducted using a calibrated portable radio of the latest brand and model used by the agency talking through the agency's radio communications system.~~

~~3. Failure of a maximum of two nonadjacent test areas shall not result in failure of the test.~~

~~4. In the event that three of the test areas fail the test, in order to be more statistically accurate, the floor shall be permitted to be divided into 40 equal test areas. Failure of a maximum of four nonadjacent test areas shall not result in failure of the test. If the system fails the 40-area test, the system shall be altered to meet the 90 percent coverage requirement.~~

~~5. A test location approximately in the center of each test area shall be selected for the test, with the radio enabled to verify two-way communications to and from the outside of the building through the public agency's radio communications system. Once the test location has been selected, that location shall represent the entire test area. Failure in the selected test location shall be considered failure of that test area. Additional test locations shall not be permitted.~~

~~6. The gain values of all amplifiers shall be measured and the test measurement results shall be kept on file with the building owner so that the measurements can be verified during annual tests. In the event that the measurement results become lost, the building owner shall be required to rerun the acceptance test to reestablish the gain values.~~

~~7. As part of the installation a spectrum analyzer or other suitable test equipment shall be utilized to ensure spurious oscillations are not being generated by the signal booster. This test shall be conducted at time of installation and subsequent annual inspections.~~

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Section 510 Emergency Responder Radio Coverage is amended to add sections 510.7 ~~***Five Year Test***~~ and ~~***510.8***~~ Qualifications of texting personnel as follows:

> ~~**510.7 Five Year Test**. In addition to the annual test, the building owner shall perform a radio coverage test a minimum of once every five years to ensure that the radio system continues to meet the requirements of the original acceptance. The procedure set forth above shall apply to such tests.~~

~~**510.8**~~**510.7 Qualifications of testing personnel**. All tests shall be conducted, documented, and signed by a person in possession of a current FCC general radiotelephone operator license. All test records shall be retained at the inspected premise by the building owner and a copy submitted to the Schertz ~~-~~Fire ~~Rescue~~ within 30 days of when the test has been conducted. In the event the test shall fail to comply with the minimum requirements of the City, appropriate repairs shall be made, and additional tests conducted until tests meet the minimum requirements of the City. Proof of current license shall be submitted along with third~~-~~-party testing.

~~***Section 901.6 Inspection, testing and maintenance** is amended by adding **Section 901.6.3 Maintenance Agreement** as follows:~~

> ~~**901.6.3 Maintenance Agreement**. A maintenance agreement, as defined by Section 202, with a licensed fire protection company shall be provided to the Fire Marshal for each fire protection system at all times. Proof of a maintenance agreement shall be provided during any system acceptance test. Agreements for testing and inspection only as defined by Section 202 shall not be credited with having met this requirement.~~

~~A fire watch will be performed at all times that a system is taken out of service. Except for emergencies, the fire code official shall be given 72 hours notice before a system is voluntarily taken out of service. When, at the discretion of the Fire Chief or his designee, there is a life safety issue, uniformed employees of the Schertz Fire Department or other fire watch personnel as approved by the Fire Chief or his designee shall perform a fire watch. Fire watch personnel shall be provided with at least one approved means for notification to the fire department dispatch and their sole duty shall be to perform constant patrols and watch for safety hazards and occurrences of fire. The cost of the fire watch shall be at the current overtime rate for fire inspections and shall be the sole responsibility of the owner/contractor to pay.~~

Chapter 7
Fire and Smoke Protection Features

Section 703.2 identification of protected openings is added and shall read:

703.2 Identification of protected openings. Walls and partitions required to have protected openings (firewalls, fire barriers, fire partitions, smoke barriers, and smoke partitions) shall be permanently identified with signs or stenciling. Such identification shall be above any ceiling or other concealed space. Markings shall be red, in color, with at least four (4) inch letters with one half (½) inch stroke width and shall be spaced so that no more than ten (10) feet is visible without a marking. Markings shall include the phrase, "Fire Barrier, Protect All Openings."

Chapter 9
Fire Protection and Life Systems

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~~The fire watch fee shall be paid to the City of Schertz within 30 days before final approval is granted on system work.~~

~~***Section 903.1 General** is amended by adding **Section 903.1.3 High Volume Low Speed Fans in new and existing buildings** as follows:*~~

~~**903.1.2 High Volume Low Speed Fans in new and existing buildings**. The use of High Volume Low Speed (HVLS) or High Volume Low Velocity (HVLV) fans in fire sprinklered areas of new and existing buildings shall only be permitted as follows:~~

1. ~~HVLS fans are permitted in rack storage and palletized storage arrangements up to twenty (20) feet in height in buildings with thirty (30) feet or less ceiling clearance, when Early Suppression Fast Response (ESFR) sprinklers are used to protect the storage array.~~
2. ~~HVLS fans are permitted in light hazard and ordinary hazard occupancies as defined in NFPA 13, *Standard for the Installation of Sprinkler Systems*.~~
3. ~~HVLS fans are not permitted in in sprinklered areas with palletized storage greater than twelve (12) feet in height protected by control mode sprinklers.~~
4. ~~IN all cases, HVLS fans are required to be designed and installed to shut down automatically on any fire alarm signal. This includes automatic shut down upon sprinkler system waterflow alarm or any manual or automatic fire alarm detection device provided in the space.~~
5. ~~In all cases, the clearance between the HVLS fans and the ceiling sprinklers and the top of storage shall be in compliance with the obstruction and clearance rules of NFPA 13.~~

~~**Exception:** When a technical opinion and report is provided in accordance with Section 104.7.2, the Fire Marshal or his designee shall analyze the opinion and report and may approved the use of HVLS or HVLV fans in additional areas when it is determined that the effectiveness of the fire sprinkler system is not compromised.~~

~~***Section 903.2 Where Required*** is amended to read as follows:~~

1. An automatic sprinkler system shall be installed throughout all levels of any new Group A (Assembly), B (Business), E (Educational), F (Factory), H (Hazardous), I (Institutional), M (Mercantile), and S (Storage) occupancies of more than 10,000 square feet or where ~~more than two stories in height or where~~ the combined floor area on all floors, including mezzanines exceeds 10,000 square feet, and throughout all R-3 (Residential) occupancies of more than 5,000 square feet or more than two stories in height. The calculated area shall include all occupied space and exclude garage if separated from the resident and its attic space, by one-hour firewall (according to International Building Code-~~2012 ED. - Table 719.1 (2))~~2018 ED.) and also exclude any detached building.

~~2. Such systems shall be in compliance with International Building and Fire Codes and installed in accordance with the most current edition of NFPA 13, NFPA 13D or NFPA 13R, as applicable. If this ordinance is in conflict with the above listed codes then the more restrictive shall prevail.~~

~~3. The requirements of this section shall apply to existing buildings as follows:~~

~~Existing buildings (Except~~

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A. **903.2.8.1A Group R-3**) exceeding 10,000 square feet. Existing buildings, other than Group R-3, with useable floor space exceeding 10,000 square feet, are exempt from automatic sprinkler requirements until such time as:

B. Any addition, renovation, remodeling, or other action results in any increase in useable floor space; or

C. Any renovation or remodeling project involves 25% or more of the building; or

D. Any change in Occupancy Group.

E. Existing buildings (Except Group R-3) 10,000 square feet or less. Existing buildings, other than Group R-3, with useable floor space of 10,000 square feet or less, are exempt from automatic sprinkler system requirements until such time as:

F. The building is modified to increase useable floor space to more than 10,000 square feet; or

G. The occupancy group changes to Group R-3 and useable floor space exceeds 5,000 square feet.

H. Existing Group R-3 buildings exceeding 5,000 square feet. Existing Group R-3 buildings with useable floor space exceeding 5,000 square feet are exempt from automatic sprinkler requirements until such time as:

I. Any addition, renovation, remodeling, or other action results in any increase in useable floor space; or

J. Any renovation or remodeling project involves 25% or more of the building; or

K. The occupancy group changes to other than Group R and useable floor space exceeds 10,000 square feet.

L. Existing Group R-3 buildings 5,000 square feet or less. Existing Group R-3 buildings with useable floor space of 5,000 square feet or less, are exempt from automatic sprinkler system requirements until such time as the building is modified to increase useable floor space to more than 5,000 square feet.

Section 903.2.1 Group A *is hereby amended by adding the following exception:*

Exception: A one-story detached open pavilion consisting of only a roof and supporting columns that meets all of the following criteria shall not require fire sprinklers.

1. The detached open pavilion is a Group A2, Group A3, or Group A4 Occupancy.

2. The detached open pavilion shall be less than 10,000 ft² in area.

3. The detached open pavilion shall be separated from adjacent structures by minimum of 30 feet.

4. The detached open pavilion is open on at least three sides and open a minimum of 50% of the perimeter of the area covered. In order to be considered "open" for the purpose of this exception, an open side shall be at least 50% open with the open area uniformly distributed to prevent the accumulation of smoke and toxic gases.

5. The detached open pavilion shall have a minimum of 300% of the total number of required exits and a minimum of 300% of total exit minimum width or required capacity based upon the occupant load of the pavilion.

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Section 903.2.1.3 Group A-3 *is hereby amended by adding a condition to read as follows:*

903.2.1.3 Group A-3. (Single Family Residential) An automatic sprinkler system shall be provided for fire areas containing Group A-3in occupancies and intervening floors of the building where one of the following conditions exists: of more than 5,000 square feet or more than two stories in height. The calculated area shall include all occupied space and exclude garage if separated from the resident and its attic space, by one-hour firewall and also exclude any detached building.

1. The fire area exceeds 10,000 square feet (1115 m^2).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. Any Group A-3 occupancy that serves alcohol shall comply with the fire sprinkler requirements for Group A-2 Occupancies in section 903.2.1.2.

Section 903.***3.7 Fire Department Connections*** is amended to 4 shall read as follows: :

The location of fire department connections shall be in accordance with Section 912.2, as amended.

SECTION 903 AUTOMATIC SPRINKLER SYSTEMS *is amended by adding a new exception to* ***Section 903.4 Sprinkler system supervision and alarms*** *and a new* ***Section 903.7 Separation from Non-Sprinklered Areas*** *as follows:*

Exception: Valves located outside buildings or in a vault that are sealed or locked in the open position.

903.7 Separation from Non-Sprinklered Areas. Unless otherwise exempted by the 2012 International Building Code (IBC) or 2012 International Fire Code (IFC) or required to be of a higher fire resistive construction by the IBC or IFC, a minimum of one hour fire barrier constructed in accordance with the 2012 International Building Code shall be between

903.4 Sprinkler system supervision and alarms. Valves con- trolling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressures and waterflow switches on all sprinkler systems shall be electrically supervised by a listed fire alarm control unit. With the installation of this fire alarm control unit, section 907.5 will comply for occupancy notification upon activation of the waterflow switch or another initiation device.

903.4.1 Monitoring. Alarm, supervisory and trouble signals shall be distinctly different and shall be automatically transmitted to an approved supervising station or, where approved by the fire code official, shall sound an audible signal at a constantly attended location.

Section 903.4.2 shall read:

903.4.2 Alarms. An approved audible device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler

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waterflow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

Approved device will be an **Auto/Visual horn** with a **different tone that is inside the building**.

Section 905.3.9 Building Area is amended to read as follows:

905.3.9 Standpipes. In buildings exceeding ten thousand (10,000) square feet in area per story, Class I automatic wet or wet standpipes shall be provided where any portion of the ~~building's~~ building's interior area is more than two hundred feet (~~200'~~200') of travel, vertically and horizontally, from the nearest point of fire department vehicle access.

Exception: Automatic dry and semi-automatic dry standpipes are allowed as provided for in NFPA 14.

~~***Section 906.2 General requirements** is amended by adding **Section 906.2.2 Travel distance** as follows:*~~

~~**906.2.2 Travel distance**. Travel distance is calculated from a point in the occupancy to the location of fire extinguisher located on the same floor level in accordance with the maximum distances listed in **Table 906.3(1)** or **Table 906.3(2).**~~

~~Travel distance is calculated per floor when determining travel distance to a fire extinguisher in multi-story buildings.~~

SECTION 906 PORTABLE FIRE EXTINGUISHERS is amended by adding Section 906.5.1 Conspicuous Locations in Group R occupancies as follows:

906.5.1 Conspicuous Locations in Group R occupancies. In addition to other areas listed herein or in NFPA10, fire extinguishers in R occupancies may also be placed in any of the following ~~location~~locations to satisfy the requirements:

1. On a wall in the unit; or
2. Inside a closet or pantry ~~as long as~~if the door has a label indicating that there is a fire extinguisher inside; or
3. Inside a mechanical closet ~~as long as~~if the door has a label indicating that there is a fire extinguisher insider; or
4. Inside storage closets ~~as long as~~if the door has a label indicating that there is a fire extinguisher insider and there is no locking device on the door that requires a key or combination to open it.

Section 907.1 ~~***General** is*~~ amended ~~*by adding **Section 907.1.4 Testing***~~ to add requirement of Fire Alarm ~~***Systems** as follows:*~~

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Section 907.1.4 Testing of Fire Alarm Systems. The following are required atpanel SHALL describe the time of fire alarm acceptance testing unless approved by location of the Fire Marshal or his/her designee:

1. The written statement required by NFPA 72, section 4.5.1.2
2. A copy of the Record of Completion as required by NFPA 72, section 4.5.2.1
3. A copy of the Texas Department of Insurance Fire Alarm Installation Certificate
4. Approved plans bearing the original stamp and signature of the fire alarm plan reviewer
5. Original permit is on site.
6. Proof of current licensing of the technician performing the tests.
7. Written approvals from the AHJ if partial installation inspections are requested by the contractor or technician.
8. Site specific software for software based systems.
9. Written sequence of operation.
10. All testing equipment necessary to conduct the test (i.e. decibel meter, flashlight, intelligibility meter, etc)

Section 907(IFC 2012) Fire alarm and detection Systems *is amended by adding an exception to* ***Section 907.2.3 (IFC 2012) Group E, (Educational).***

Exception: Group E occupancies housed in one room with an occupant load of less than 50.

Section 907.2.8.2 Automatic smoke detection system *is hereby amended to read as follows:*

907.2.8.2 Automatic smoke detection system. An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be installed throughout all interior corridors serving sleeping units. The automatic smoke detection system requirement is metactivation. **Addressable panels only** by the installation of smoke or beam detectors whenever possible. If environmental conditions do not allow the installation of smoke detectors, fire alarm heat detectors may be used on a limited basis when approved by the fire code official. **allowed within the City of Schertz.**

Exception: An automatic smoke detection system is not required in buildings that do not have interior corridors serving sleeping units and where each sleeping unit has a means of egress door opening directly to an exit or to an exterior exit access that leads directly to an exit.

Section 907.2.9.1 Manual Fire Alarm System *is hereby amended to repeal exception 2.*

Section 907.2 Where required – new buildings and structures *is amended by adding* ***Section 907.2.24 High Occupant Load*** *as follows:*

907.2.24 High Occupant Load. In addition to the requirements listed in other sections of this Code, any occupancy having an occupant load of 1000 or more shall be provided with a manual fire alarm system.

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Exception: Open Parking Garages

Section 907.3.5 Fire Alarm Systems - Emergency Control is hereby added to read as follows:

907.3.5 Fire Alarm Systems - Emergency Control. At a minimum, the following functions, where provided, shall be activated by the fire alarm system:

1. Elevator capture and control in accordance with ASME/ANSI A17.1b, Safety Code for Elevators and Escalators.

2. Release of automatic door closures and hold open devices.

3. Stairwell and/or elevator shaft pressurization.

4. Smoke management and/or smoke control systems.

5. Initiation of automatic fire extinguishing equipment.

6. Emergency lighting control.

7. Unlocking of doors.

8. Emergency shutoff of gas and fuel supplies that may be hazardous provided the continuation of service is not essential to the preservation of life.

9. Emergency shutoff of audio systems for sound reinforcement or entertainment (i.e., music systems, systems for announcement and broadcast which are separate from public address systems) provided that such systems are not used to issue emergency instructions.

10. Emergency shutoff of systems used for the creation of displays or special effects (i.e., lighting effects, laser light shows, projection equipment)

11. HVLS Shut down

Section 907.4.2.1 Location is amended to add an exception:

907.4.2.1 Location. Manual fire alarm boxes shall be located not more than 5 feet (1524 mm) from the entrance to each exit. Additional manual fire alarm boxes shall be located so that travel distance to the nearest box does not exceed 200 feet (60 960 mm).Just add the exception along with verbal within the IFC.

Exception: Where construction of the building prohibits the proper installation of a manual fire alarm box (e.g., glass walls, interior brick or rock walls), a manual fire alarm box shall be allowed to be located in the normal path of egress, where approved by the Fire MarshalChief or his/her designee.

***Section 907.5.1 Presignal feature**, is amended to read as follows:*

907.5.1 Presignal features and positive alarm sequences. A Presignal feature or Positive Alarm Sequence as defined in NFPA 72 shall not be installed unless approved by the fire code official and

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the fire department. Request to use a Presignal feature or a Positive Alarm Sequence must be submitted in writing to the Fire Marshal and approval granted before installation. Where a Presignal feature or Positive Alarm Sequence is provided, a signal shall be annunciated at a constantly attended location approved by the fire department, in order that occupant notification can be activated in the event of fire or other emergency. When approved by the fire code official, the Presignal feature or Positive Alarm Sequence shall be implemented in accordance with the requirements of NFPA 72.

Section 907.5.2.1 Audible alarms *is amended by adding* ***Sections 907.5.2.1.3 Testing of Audible Alarms in occupancies other than group R*** *and* ***907.5.2.1.4 Testing of Audible Alarms in Group R occupancies*** *as follows:*

907.5.2.1.3 Testing of Audible Alarms in occupancies other than group R. Audibility levels for all occupancies other than Group R shall be in accordance with the public mode requirements of NFPA 72, and shall be tested utilizing the following criteria:

1. A UL listed sound pressure level meter, which has been calibrated within the last calendar year, and supplied by the fire alarm system installing contractor, shall be utilized to obtain readings. The audiometer will be held five feet above floor, pointed in the direction of the audible device.
2. All doors within the occupancy, including bathroom doors and balconies, shall be in the closed position.
3. Levels shall be taken in the most remote areas of the occupancy first, including bathrooms and balconies.
4. Initial readings to confirm the average ambient sound level in each area shall be taken.
5. The fire alarm system shall be activated and readings in the tested areas shall be retaken and compared with the requirements.

907.5.2.1.4 Testing of Audible Alarms in Group R occupancies. Audibility levels for all Group R occupancies shall be in accordance with the requirements of Section 907.5.2.1.1, and shall be tested utilizing the following criteria:

1. A UL listed audiometer sound pressure level meter, which has been calibrated within the last calendar year, and supplied by the fire alarm system installing contractor, shall be utilized to obtain readings. The audiometer will be held five feet above floor, pointed in the direction of the audible device.
2. All doors within the occupancy, including the bathroom and balcony doors shall be in the closed position.
3. Ambient sound level shall be established with the television set at 50 percent of maximum volume, showers running, bathroom exhaust systems running, and air conditioning units running.
4. Levels shall be taken in the most remote area of the dwelling or sleeping unit first, including bathrooms and balconies.
5. Initial readings to confirm the ambient sound level in each area shall be taken.
6. The fire alarm system shall be activated and readings in the tested areas shall be retaken and compared with the requirements.

907.5 Occupant notification systems. Delete the exception.

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907.5 Occupant notification systems. A fire alarm system shall annunciate at the fire alarm control unit and shall initiate occupant notification upon activation, in accordance with Sections 907.5.1 through 907.5.2.3.3. Where a fire alarm system is required by another section of this code, it shall be activated by:

1. Automatic fire detectors.

2. Automatic sprinkler system waterflow devices.

3. Manual fire alarm boxes.

4. Automatic fire-extinguishing systems.

Section 912.~~*3.1 Locking*~~2 Location add to section 912.2: Fire Department Connection ~~*Caps is amended to read as follows:*~~

~~***SECTION 912 FIRE DEPARTMENT CONNECTIONS** is amended by adding **Section*** **912.2 *Fire Department Connections & Section 912.7 Fire Department Connections** as follows:~~

> ~~**Section 912.2 (IFC 2012) Fire Department Connections**. "With respect to hydrants, driveways, buildings and landscape, fire department connections shall be so located that fire apparatus and hose connections to supply the system will not obstruct access to the building for other fire apparatus. Fire department connections shall be located not more than 120 feet and no closer than 30 feet from the nearest fire hydrant connected to an approved water supply and shall be approved by the fire marshal."~~

~~**912.7 Fire Department Connections..3 Location**~~: Sprinkler system and standpipe fire department ~~hose~~ connections shall be ~~as follows:~~:

1. ~~—~~ Within forty (40) feet of a public street, approved fire lane, or access roadway~~;~~.

2. ~~—~~ Within one hundred (120) feet of an approved fire hydrant as measured ~~per hose lay criteria in Section 507.5.1.2. except for R-2 Apartments in which the fire department connection shall be within 500 feet of an~~and approved ~~fire hydrant measured per hose lay criteria in Section 507.5.1.2;~~by the Fire code official.

3. ~~—~~ Minimum of two (2) feet above finished grade and a maximum of four (4) feet above finished grade for standard inlets and minimum of 30 inches at lowest point above finished grade and maximum of four (4) feet above finished grade for the ~~five inch "Stortz"~~fire (5) inlet;

4. ~~—~~ The Fire ~~Code Official~~code official shall approve the location of any freestanding fire department connections. ~~Freestanding FDCs must be physically protected against impact per the requirements of Section 312 or other *approved* means.~~

5. ~~—~~ Where provided, the five~~–~~inch "~~Stortz~~Storz" inlet shall be installed at a 30~~--~~degree angle pointing down~~;~~.

6. ~~—~~ Fire department connections for H occupancies will be freestanding remote and located as determined by the Fire Code Official~~; and.~~

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7. Where required in automatic or manual fire sprinkler or standpipe systems, fire department connections shall be provided with

8. Fire department connection(s) shall be located on the main entrance side of the building and within 100 feet of a fire hydrant.

912.2.4 Fire Department Connection. "With respect to hydrants, driveways, buildings and landscape, fire department connections shall be so located that fire apparatus and hose connections to supply the system will not obstruct access to the building for other fire apparatus. Fire department connections shall be located not more than 120 feet and no closer than 30 feet from the nearest fire hydrant connection to an approved water supply and shall be approved by the Fire Chief or designee."

Section 912.5 Signs add to section:

912.5 Signs. An additional metal sign with dimensions ten (10) inches wide and eight (8) inches in height shall be posted not more than 72 and not less than 48 inches from the bottom of the sign to grade level and within 6 feet of the fire department connection. This additional sign shall have a white reflective background and have the letters "FDC" in red reflective material and be permanently affixed to a wall or post. The letters shall be at least 4 inches in height and a ½ inch stroke width.

Chapter 10
Means of Egress

SECTION 1003 GENERAL MEANS OF EGRESS is amended by adding Section [B]1003.8 Special Provisions as follows:

[B]**1003.8 Special Provisions**. Rooms in E occupancies used for kindergarten or daycare, children five or under, classified as an E occupancy shall not be located above or below the first story.

Exceptions: 1. Basements or stories are having floor levels located within four feet, measured vertically, from the adjacent ground level at the level of exit discharge, provided.

~~1. Basements or stories having floor levels located within four feet, measured vertically, from adjacent ground level at the level of exit discharge, provided~~

~~***Section [B] 1006.3 Emergency power for illumination** is amended by adding **Section 1006.3.***~~Section 1008.2 Illumination in Group E ~~*as follows*~~is added, and shall read:

~~**1006.3.2 Illumination in Group E.** Group E occupancies shall have emergency lighting in interior stairs, corridors, window-less areas with student occupancy, shops, and laboratories.~~

~~***Section 1008.1.9.4 Bolt Locks*** is amended by removing exceptions 3, 4, and 5 to read as follows:~~

~~**1008.1.9.4 Bolt Locks.** Manually operated flush bolts or surface bolts are not permitted.~~

~~Exceptions:~~

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1. On doors not required for egress in individual dwelling units or sleeping units.

2. Where a pair of doors serves a storage or equipment room, manually operated edge or surface-mounted bolts are permitted on the inactive leaf.

Section 1103.2 Emergency responder radio coverage in existing buildings *is amended to read as follows:*

1103.2 Emergency responder radio coverage in existing buildings. Existing buildings that do not have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building, shall be equipped with such coverage according to one of the following:

1. Emergency responder radio coverage as required in section 510 of this code is installed within a time frame established by the adopting authority.
2. An approved alternative method of emergency responder communication within the building is provided within a time frame established by the adopting authority.

Section 1103.8.2 Interconnection *is amended by altering the two exceptions as follows:*

1103.8.2 Interconnection. Where more than one smoke alarm is required to be installed within an individual dwelling or sleeping unit, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

Exceptions:

1. Interconnection is not required in buildings that are not undergoing alterations.
2. Smoke alarms in existing areas are not required to be interconnected where alterations do not result in the removal of interior wall or ceiling finishes exposes the structure.

Section 1103.8.3 Power source *is amended by adding one new exception as follows:*

1103.8.3 Power source. Single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms with integral strobes that are not equipped with battery backup shall be connected to an emergency electrical system. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

Exception:

1. In all R-2 occupancies, smoke alarms are permitted to be solely battery operated if added to comply with 1103.8.

SECTION 2301 GENERAL *is amended by adding* ***Section 2301.7 Portable Service Stations*** *as follows:*

2301.7 Portable Service Stations.

1. No person shall own, operate or maintain a tank used for the storage of flammable liquids maintained on skids or a similar type stand which is designed or intended to be used for dispensing flammable liquids into the fuel tanks of motor vehicles owned by the public.

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2. The foregoing provisions of this article are intended to prohibit the use of so-called portable service station or similar units constructed to dispense flammable liquids to the motoring public and designed so that the unit can be easily picked up and moved.

1008.2 Illumination required[TP3]. The means of egress serving a room or space shall be illuminated at all times that the room or space is occupied. Public restrooms equipped for handicap use shall have a minimum of one emergency fixture to provide one foot-candle of illumination throughout the restroom to the point of discharge into the exit pathway. School classrooms shall have one emergency light at or near the primary or secondary exit door(s) that shall illuminate the egress door from the classroom side of the exit.

1010.1.9.5 Bolt locks. Delete exceptions; #3, #4, and #5.

Chapter 11
Construction Requirements For Existing Buildings

1103.5.1 Group A-2. Where alcoholic beverages are consumed in a Group A-2 occupancy having an occupant load of 300 or more, the fire area containing the Group A-2 occupancy shall be equipped with an automatic sprinkler system in accordance with Section 903.3.1.1. Amended by adding 3 years to complete compliance from date of fire code being in passed.

Chapter 23
Motor Fuel-Dispensing Facilities and Repair Garages

Section 2303.2 ***Emergency disconnect switches*** *is hereby amended as follows:*

2303.2 Emergency disconnect switches. An approved, clearly identified and readily accessible emergency disconnect switch shall be provided at an *approved* location to stop the transfer of fuel to the fuel dispensers in the event of a fuel spill or other emergency. An emergency disconnect switch for exterior fuel dispensers shall be located within 100 feet (30 480 mm) of, but not less than 20 feet (6096 mm) from, the fuel dispensers. For interior fuel-dispensing operations, the emergency disconnect switch shall be installed at an *approved* location. Such devices shall be distinctly *labeled* as; EMERGENCY FUEL SHUTOFF. Signs shall be provided in *approved* locations and be a minimum of 18 inches high and 24 inches wide.

Section 2303.2.1.2 Additional Emergency disconnect switches for attended self-service, is hereby added as follows:

2303.2.12 Additional emergency disconnect for attended self-service. *Attended facilities shall have an additional emergency disconnect switch located inside the building for* attendance*attendant use at a location approved by the fire code official.*

Section 2306.2.1.1 Inventory Control for underground tanks *is amended to read as follows:*

2306.2.1.1 Inventory Control for underground tanks.

Accurate daily (normal working days only) inventory records shall be maintained and reconciled on all Class I, II or III-A liquid storage tanks for indication of possible leakage from tanks or piping. The records shall be made available for inspection by the Fire Marshal, and shall include, as a minimum, records showing by product: daily reconciliation between sales, use, receipts, and inventory on hand. If there is more than one system consisting of a tank(s), serving pump(s), or dispenser(s) for any product, the reconciliation shall be made separately for each tank system.

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1. Daily inventory shall be maintained for each tank system at each location by the operator. The inventory records shall be kept for a minimum of the past 12 months at the premises.

2. Inventory shall be based on the actual daily measurement and recording of tank product and water levels and the daily recording of actual sales, use and receipts. Daily measurements shall be made by gauge, gauge stick or by readout from an automated gauging system. The inventory records shall include a daily compilation of gain or loss. The mere recording of pump meter reading and product delivery receipts shall not constitute adequate inventory records.

3. The operator of the location shall be held responsible for notifying the owner or person(s) in control of the facility to take action to correct any abnormal loss or gain not explainable by spillage, temperature variations or both causes.

4. The Fire Marshal may require the operator of an underground tank storage system to test the system for tightness, at the operator's expense, when accurate daily inventory records have not been maintained as required or when in his judgment conditions indicate possible leakage of product from the location of such tanks.

5. The Fire Marshal may require copies of Class I, II and III A liquid storage tank inventories, deliveries or receipt of product sales and dip gauge stick readings or other control measures in addition to copies of any tank tightness or line leakage test results from the station operator, agent, or terminal management.

6. When a service station tank is found to be leaking, its contents shall be removed immediately. If any investigations or tests indicate the source of such loss, the owner shall take immediate action to correct the system failure and remove dangerous spillage from the environment.

7. The Fire Marshal may order the closure of a Service Station by barricading if necessary and the emptying of contents from storage tanks should the operator of a service station be unwilling to cooperate with the Fire Department during the search for the source of such leakage or should the Fire Marshal determine that a hazardous condition exists that merits such action.

Section 2306.2.3 Above-ground tanks located outside, above grade, is amended by adding Sections 2306.2.3.1 Inspections, 2306.2.3.2 Required Access, and 2306.2.3.3 Fire Hydrant Access as follows:

2306.2.3.1 Inspections*. An inspection of the installation shall be conducted prior to loading the tank with fuel.*

2306.2.3.2 Required Access. *Fire apparatus access roads shall be provided for every aboveground storage tank. The aboveground storage tank shall not be more than 150 feet from fire apparatus access roads as measured by an approved route.*

2306.2.3.3 Fire Hydrant Access. A minimum of one fire hydrant shall be provided for every aboveground storage tank. The aboveground storage tank shall not be located more than 500 feet from a fire hydrant as measured by an approved route.

Chapter 33
Fire Safety During Construction and Demolition

Section 3301.3 Address numbers, ~~is~~ are added to read as follows:

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3301.3 Address numbers. Buildings under construction shall place address numbers and/or building numbers in a position that is plainly legible and visible from the street or road fronting the property with minimum ***six–inch numbers*.**

Section 3314.3 Furniture, Fixtures, and Equipment ~~is~~are hereby added as follows:

3314.3 Furniture, Fixtures, and Equipment. *In buildings where an automatic sprinkler system is required, furniture, fixtures, and equipment shall not be stored in the building until the system has been tested and approved by the fire code official and monitoring of the system is active.*

Exception: As approved by the fire code official.

~~***Chapter 52 COMBUSTIBLE FIBERS** is hereby amended by adding section 5206 Construction and Protection Requirements as follows:~~

~~**5206 Construction and Protection Requirements.**~~

~~1. Handling and storage of large quantities of waste paper, rags, or other combustible materials shall not be allowed in a building of any type in excess of 1500 square feet area unless the building is protected with an approved automatic sprinkler system.~~

~~2. Handling and storage building for waste paper, rags or other combustible materials shall not exceed one story in height unless of Type I construction and fully protected with approved automatic sprinkler system.~~

~~3. No loose waste paper, rags, trash or rubbish of any kind, or similar combustible materials shall be allowed on the premises on the outside of any building.~~

~~4. Bales, waste paper, rags, and other combustibles in baled lots shall be stored in buildings. Said buildings shall be required to have aisles when 25,000 cubic feet or more of such materials are stored. Baled materials, if stored outside of buildings, shall not be stored within 25 feet of any building. EXCEPTION: Baled materials may be stored within 25 feet of a building's outside wall when a wall sprinkler curtain is provided on the building.~~

~~***Section 5003.4.1 Material Safety Data Sheet Submittal** is added to read as follows:~~

~~**5003.4.1 Material Safety Data Sheet Submittal**. The Fire Marshal may require that information on the nature of any and all potentially hazardous material be submitted to the Fire Department on the Standard Material Safety Data Sheet provided by the U.S. Department of Labor Occupational Safety and Health Administration.~~

~~***Section 5601.1.3.1 Unlawful Possession of Fireworks, 5601.1.3.2 Instigating or Aiding a Minor to Violate the Ordinance Prohibiting Fireworks,** and **5601.1.3.3 Summons to be issued for Violation of Fireworks Ordinance** are added to read as follows:~~

~~**5601.1.3.1 Unlawful Possession of Fireworks**. It shall be unlawful for any person to have, keep, store, sell, offer for sale, give away, use, transport or manufacture fireworks or pyrotechnics of all kinds in any quantity, within the corporate limits of the City.~~

~~It shall be unlawful for any person to store or manufacture fireworks or pyrotechnics of all kinds in any quantity area extending 5000 feet beyond the City limits.~~

~~**Packaged or unopened fireworks cannot be confiscated**.~~

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Exception: A state or federally licensed importer or distributor established within said 5000 foot area prior to the enactment of this section and using area for storage or for distribution to governmental agencies or federal or state licensees or permitees.

5601.1.3.3 Summons to be issued for Violation of Fireworks Ordinance. A summons or notice to appear in answer to a charge of illegal possession or use of fireworks in violation of this section specifying the location of such violation, the date and time of such violation, and the name and address of the offender, may be issued by any Police Officer, Arson Investigator, Fire Inspector or by any Firemen who has been assigned to citation duties by the Fire Chief.

Packaged or unopened fireworks cannot be confiscated.

Chapter 56
Explosives and Fireworks

Section 5601.2 Permit required is amended by adding new Section 5601.2.6 Prohibited Explosives as follows:

5601.2.63.1 Prohibited Explosives. It shall be unlawful for any person to have, keep, store, sell, offer for sale, give away, use, transport or manufacture any of the explosives listed in Section 5601.3 any quantity, within the corporate limits of the City, or to store, sell, use or offer for sale such explosives within 5000 feet beyond the City limits unless, authorized by the Fire MarshalChief.

***Section 5704.2.12.2 Testing of underground tanks** is amended to read as follows:*

5704.2.12.2 Testing of underground tanks. Before being covered or placed in use, tanks and piping connected to underground tanks shall be tested for tightness in the presence of the fire code official. Piping shall be tested in accordance with Section 5703.6.3. The system shall not be covered until it has been approved.

Each tank shall be tested for tightness hydrostatically or pneumatically at not less than three pounds per square inch or not more than five pounds per square inch for 60 minutes. Pneumatic testing shall not be used on a tank containing flammable or combustible liquids or vapors.

***Section 5704.2.12.2 Testing of underground tanks** is amended by adding **Sections 5704.2.12.2.1 Existing Tanks and Piping** and **5704.2.12.2.2 Alternate Test Method** as follows:*

5704.2.12.2.1 Existing Tanks and Piping. Existing underground storage tanks and piping shall be tested for leakage every five years at the owner's or operator's expense or when the Fire Marshal has reasonable cause to believe a leak exists. A log or record shall be kept and the log shall be made available for inspection by the Fire Marshal when requested. Notice of test shall be provided in writing to the Fire Marshal by the owner or operator.

***Appendix D FIRE APPARATUS ACCESS ROADS** is hereby amended to read as follows:*

D103.5 Fire apparatus access road gates. Gates securing the fire apparatus access roads shall comply with all the following criteria:

1. Where a single gate is provided, the gate width shall be not less than 20 feet (6096 mm). Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 14 feet.

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———(Ord. No. 05-C-19, § 2(7-14), 5-3-2005; Ord. No. 15-C-21 , §§ 1, 2, 8-4-2015)

Appendix C
Fire Hydrant Locations and Distribution

The use of this section will apply; however, the distances will need to comply with section 507.5.1 Where required. Whichever section is more stringent.

Appendix D
Fire Apparatus Access Roads

Appendix D FIRE APPARATUS ACCESS ROADS is hereby amended by amending section D106.3 Separate Access Roads to read as follows:

D106.3 Separate Access Roads. The requirement for two separate and approved fire apparatus access roads are met with the following conditions:

1.——A minimum of two separate entrances into the complex ~~are~~is made from the street or public way.

2.——The distance between the two entrances are equal to not less than one half the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses, as per ~~2012~~2018 IFC, section D104.3.

Exception: Where it is physically impossible to be one half the diagonal dimension apart, the access road will be approved if the following conditions are met:

a.——The two separate fire apparatus access road must be separated as far as physically and practically possible.

b.——The two separate entrances must be a minimum of 150 feet apart measured in a straight line between accesses.

3.—The two separate entrances ~~are allowed to~~can share a common path of travel on the complex site so long as a blockage in any one area of this path does not block access from both the primary and secondary access simultaneously. The two separate entrances can share a common path of travel on the complex site so long as a blockage in any one area of this path does not block access from both the primary and secondary access simultaneously. ~~The two separate entrances are allowed to share a common path of travel on the complex site so long as blockage in any one area of this path does not block access from both the primary and secondary access simultaneously.~~ Each of the two separate fire apparatus roads shall meet the requirements of the ~~2012~~2018 IFC, section 503, Fire Apparatus Access Roads.

~~Article VI—LIFE SAFETY CODE *is amended to read.*~~

~~**Section 30-101 Life Safety Code Adopted.**~~

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NFPA 101, Life Safety Code, 2015 Edition, as amended, revised and corrected, including all future editions, revisions, amendments and corrections, published by the National Fire Protection Association (NFPA), one (1) copy of which is on file with the city secretary, is hereby adopted and incorporated by reference as the Life Safety Code of the City of Schertz subject to and including by reference such amendments as herein shall appear. NFPA 101, Life Safety Code, 2015 Edition, shall be used in conjunction with the International Fire Code, 2012 Edition.

Section 3. Any person, firm, corporation or agent who shall violate a provision of this chapter, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish, or move any structure, electrical, gas, mechanical or plumbing system in violation of the detailed statement or drawings submitted and permitted thereunder, shall be guilty of a misdemeanor. Such persons shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed or continued, and upon conviction of any such violation such person shall be punished by a fine of not more than five hundred dollars ($500.00) for each offense unless said violation is a violation of a regulation governing fire safety or public health and sanitation then by a fine of not more than $2,000.00 for each offense. All such violations shall be prosecuted in accordance with Section 1-8 General penalty for violations of Code of Ordinances; continuing violations of the Schertz Municipal Code of Ordinances.

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Agenda No. 8.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**March 23, 2021**
Department:	**Planning & Community Development**
Subject:	**Ordinance No. 21-C-07 - Conduct a Public hearing and consideration and/or action approving an Ordinance amending the Schertz Code of Ordinances, Chapter 18, Buildings and Building Regulations, by repealing existing International Codes and adopting new International Codes and adopting the revised Schertz Code of Ordinance, Chapter 18, Building and Building Regulations.** ***First Reading*** **(B. James/L. Wood/G. Durant)**

BACKGROUND

The City of Schertz Planning and Community Development Department – Inspections Division has determined a need to revise the City adopted building codes regarding sanitation, fire, building, plumbing, mechanical, fuel/gas and electrical requirements. The current 2012 code was adopted in 2015 and industry standards change to provide for implementation of new construction practices and improvements in safety standard for the safety and welfare of the community. Based on conversations with Council over the past year, staff approached this update with the intent of carefully evaluating the benefit of local amendments with the costs - in terms of expense, time and workload. Recommendations for additions and deletions to local amendments were made with this in mind. For example, many of the local amendments for foundations were removed. Staff also exempted smaller pergolas, arbors and trellises from needing a permit. Staff added an appendix to allow shipping containers to more easily be converted for permanent use.

The local amendments proposed are intended to ensure the proper construction of structures built in the City and help mitigate regional climate (i.e weathering), environmental conditions (i.e. wind, flooding, wildfire, etc.), geological, topographic and natural hazards. Some of those amendments are part of the building appendix written by the International Code Council for municipalities to adopt new construction practices or trending construction and some are local and based on industry professional recommendations.

City staff holds monthly contractors' meetings (a short hiatus during COVID) to discuss construction practices and gain input from the development/construction community. Homebuilders, Electricians, Plumbers, Mechanical Contractors, Greater San Antonio Builder Association, and other Professional Individuals have provided input on codes that they feel need to be amended through these meetings.

GOAL

It is the City's desire to protect the safety and welfare of the community through regulation of certain construction activities.

COMMUNITY BENEFIT

It is the City's desire to adopt building standards in the community to ensure proper construction and updating the building codes will improve the consistency in construction standards thereby providing building efficiency for the homeowner and the builder because many of the builders working in Schertz are also building in neighboring communities who have also adopted the 2018 codes.

SUMMARY OF RECOMMENDED ACTION

Planning and Community Development – Inspections Division staff invited various stake holder groups and conducted stakeholder meetings in February of 2021 to gain input on the proposed changes from the Chamber of Commerce, Homebuilders, Engineers, Architects, Contractors, EDC, Electricians, Plumbers, Mechanical Contractors, Greater San Antonio Builder Association and the community. Three workshops were conducted to gain input from City Council, Building and Standards Commission and the public. The proposed local amendments that include the redline changes were posted on the City Website on February 12, 2021 for public review. Through this process we were offered feedback from those groups based on their experiences. The Building and Standards Commission held a public hearing on March 1, 2021 and have offered a recommendation of approval.

Adoption of the following codes:

1. International Building Code (IBC) 2018
2. International Residential Code for One and Two Family Dwellings (IRC) 2018
3. International Fuel Gas Code (IFGC) 2018
4. International Mechanical Code (IMC) 2018
5. International Plumbing Code (IPC) 2018
6. International Existing Buildings Code (IEBC) 2018
7. International Property Maintenance Code (IPMC) 2018
8. Manual of Cross Connection Control, Tenth edition (2009)
9. National Electrical Code 2020 – State mandated
10. International Energy Conservation Code (IECC) 2015 – State mandated
11. International Swimming Pool and Spa Code (ISPSC) 2018 – State mandated

A summary of the major Building Code local amendments are listed below. The full redlines attached include all additions, deletions, and updated wording for your review.

Article 1 – In General

- Updated and deleted wording to bring the codes consistent with digital processes, inspection requirements, license requirement for a General Contractor, etc.
- Deleted Insurance requirements for Electrical, Plumbing and Mechanical contractors during the registration process since the State of Texas regulates the requirement to acquire and maintain insurance as well as the amount of insurance required.

2018 International Building Code

- Included Pergolas, Arbors and Trellis under 300 square feet to 105.2 Work exempt from permit.
- Included definitions for Pergolas, Arbors or Trellis in 202 Definitions.
- Added a requirement in1008.3 Room and Spaces for all handicap restrooms to be equipped with an emergency light fixture and a requirement for emergency light in the room by an exit in school classrooms.
- Deleted eight (8) of engineering foundation documents required by 1801.2.1 Design basis to require only 2 documents.
- Updated the sound attenuation requirements related to the certification process.
- Added an appendix to allow for Shipping Containers used for permanent use.
- Deleted various sections in the local amendments to remove duplicate information already

provided in the code book being adopted.

2018 International Residential Code

- Included Pergolas, Arbors and Trellis under 300 square feet to 105.2 Work exempt from permit.
- Included definitions for Pergolas, Arbors or Trellis in 202 Definitions.
- Added an exemption from an engineered foundation for porches under 300 square feet with specific construction requirements.
- Deleted seven (7) of engineering foundation documents required by 1801.2.1 Design basis to require only 3 documents.
- Added a Table R301.2 Climatic and Geographic Design Criteria as prescribed by the code book.
- Amended the rough in water test to reflect the 2018 International Plumbing Code test requirements.
- Replace the IRC Part VIII Electrical with the National Electrical Code 2020 as adopted by the State of Texas.
- Adding the adoption of the following Appendixes to include - Appendix M – Home Day Cares; Appendix P – Sizing of Water Piping System; Appendix Q – Tiny Houses; Appendix R – Light Straw-Clay Construction; Appendix S – Straw Bale Construction; Appendix U- Chapter 31; Section 3114 Shipping Containers as described in the IBC with all the same protections.

2020 National Electrical Code

- Deleted 210.11 Branch Circuits required for bathroom circuits.
- Deleted 210.19 Minimum Ampacity and Size
- Deleted 210.52 Dwelling Unit Receptacle locations in bathrooms.
- Added 230.70 (A) (1) requirement for service to be readily accessible.

2018 International Plumbing Code

- Deleted 305.3 Pipes through Foundation Walls
- Deleted 312.10.2 Testing Exception for lawn sprinkler irrigation backflow devices.
- Deleted Table 702.3 Building Sewer Pipe for Cellular core drain waste vent.
- Deleted Appendix C - Vacuum Drainage System but retained the new Appendix C - Structural Safety and included
- Deleted Appendix B-Rates of Rainfall for various cities; Appendix D – Degree Day and Design Temperatures; Appendix E – Sizing of Water Piping System

2018 International Fuel Gas Code - No changes
2018 International Existing Building Code - No changes
2018 International Swimming Pool and Spa Code - Deleted the appendixes
2018 International Existing Building Code - No changes
2018 International Property Maintenance Code - No changes
2009 Manual of Cross-Connection Control - No changes

FISCAL IMPACT

Staff does not believe that there will be an increase in building costs from adoption of the 2012 codes to the 2018 codes.

The proposed reduction in the number of foundation documents to be prepared by an Engineer reduce construction costs for both the contractor, homeowner, and City by reducing the cost of project as each letter could cost the contractor as much as $400 for preparation cost, save time in the contractor's project management and reduce staff time collecting reviewing and managing the documents which will allow staff to work with residents and contractors on other construction projects.

The amendment to allow an engineer's representative to perform the pre-pour inspection and be present during placement of the concrete pour will significantly reduce the cost incurred by builders to meet this requirement.

There may be a slight increase in cost incurred to builders with regard to additional emergency lighting requirements in all handicap restrooms, but staff feels the benefit of this is significant. With regard to adding emergency lighting in each school classroom, the school district have added the light on the last several schools constructed in the City.

The City will no longer gain revenue from those permits being proposed for exemption.

RECOMMENDATION

Staff recommends approval of the amendments to the Schertz Code of Ordinances, Chapter 18, Buildings and Building Regulations by repealing existing International Codes and adopting new International Codes and adopting the amended Schertz Code of Ordinances, Chapter 18, Building and Building Regulations as presented.

The Building and Standards Commission conducted a public hearing on March 1, 2021 and offered a recommendation of approval by unanimous vote.

Attachments

Ordinance 21-C-07 with exhibits
Article I & II
Article III
Article IV
Article V
Article VI
Article VII
Article VIII
Article IX
Article X
Article XI
Article XII
Article XIII
Redlines

ORDINANCE NO. 21-C-07

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE CODE OF ORDINANCES OF THE CITY OF SCHERTZ CHAPTER 18, BUILDINGS AND BUILDING REGULATIONS BY REPEALING EXISTING INTERNATIONAL CODES AND ADOPTING NEW INTERNATIONAL CODES; PROVIDING FOR A PENALTY.

WHEREAS, the Texas Local Governmental Code empowers the cities to enact building codes and regulations and provide for their administration, enforcement, and amendment; and

WHEREAS, the International Code Council (ICC) has developed a set of comprehensive and coordinated national model construction codes (known generally as the "International Codes"; and

WHEREAS, the City Council desires to protect the safety and welfare of the citizens of the City through regulation of construction activities in the City; and

WHEREAS, the City has adopted previous versions of the ICC International codes; and

WHEREAS, the City's building and construction codes are intended to be updated periodically and City Staff has undertaken a review of the newly adopted international codes as compared to the City's existing codes and recommend adoption the international codes provided for herein along with certain amendments; and

WHEREAS, City Staff presented the International Codes provided for herein along with their amendments to the Building and Standards Commission and they have voted to recommend approval of the provisions regulating construction activities set forth herein at the Building and Standards Commission meeting on March 1, 2021.

WHEREAS, the City Council has determined that it is in the best interest of residents of the City to adopt the International Codes with local amendments, as set forth herein, to regulate construction activities in the City.

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

Section 1. Repealer. Chapter 18, "Buildings and Building Regulations" of the Code of Ordinances, City of Schertz, Texas, Articles I – XIII are hereby repealed.

Section 2. Amendments. Chapter 18, "Buildings and Building Regulations" of the Code of Ordinances, City of Schertz, Texas, is hereby amended as described in Exhibit A & Exhibit B.

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. Builders may choose to continue to use the previsions of the 2012 International Building Codes through June 30, 2021.

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

Approved on first reading the 23rd day of March, 2021.

PASSED, APPROVED AND ADOPTED on final reading the 6th day of April, 2021.

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Brenda Dennis, City Secretary
(SEAL OF THE CITY)

Chapter 18 - BUILDINGS AND BUILDING REGULATIONS

ARTICLE I. - IN GENERAL

Sec. 18-1. - Scheduling inspections.

(a) *Posting permit and plans*. Work requiring a permit shall not commence until the permit holder or his agent posts the permit in a conspicuous place on the premises. The permit holder shall maintain the approved plans on site and make them available to the Building Official or his or her designee until the certificate of occupancy or completion certificate is issued by the building official or his or her designee.

Sec. 18-2. – General building contractors registration.

It shall be the duty of every contractor who engages in the construction, erection, alteration, repair, moving, demolition, installation or replacements of any building, structure, swimming pool, or sign, whether permanent or temporary, obtain all the necessary permits. Such contractor shall be registered by the City of Schertz.

(1) *Insurance required.* It shall be the duty of all contractors who practice their trade within the City of Schertz, Texas to show proof of general commercial liability insurance for claims for property damage, or bodily injury regardless of whether the claim arises from a negligence claim or on a contract claim. Coverage amount of liability insurance shall not be less than $300,000.00.

(2) *Application.* An application for a contractor's registration will be submitted to the building official or his or her designee on a form prescribed by the city along with the required initial fee.

(3) *Renewal.* All renewals shall be due January 1, of each year.

(4) *Revocation.* Any registration issued under this section may be revoked by the building official or his or her designee for failure to remedy unsatisfactory work, violations of the chapter, failure to obtain permits, or failure to obtain proper inspections in addition to any additional penalties provided by this chapter.

(5) *Appeal.* An applicant, whose registration has been denied or revoked, may appeal to the Building and Standards Commission.

Sec. 18-3. - Electrical registration.

No person shall install, repair or remove electrical wiring or devices unless he is licensed as an electrical contractor issued by the State of Texas who employs any of the listed tradesmen as established by the Texas Department of Licensing and Regulation (TDLR). A licensed master, sign master, journeyman, sign journeyman, residential wireman, or journeyman lineman must directly supervise work done by an apprentice or sign apprentice.

Directly supervise is defined as follows:

(1) Where a single family or duplex residential structure is under construction. The supervisor shall be on the property while any electrical work as defined by TDLR Rules and Law is underway.

(2) Where a commercial or industrial project is under construction. The supervisor shall be not less than one supervisor per 50,000 square feet or each story above the first floor or sub-floor over 50,000 square feet and shall be on the property while any electrical work as defined by TDLR Rules and Law is underway.

Exception:

(1) A registration is not required of a homeowner who is doing electrical work on his own home. The homeowner may receive help from others to do such work, provided that the principal occupation of the person giving help is not that of an electrical contractor or electrician.

(2) A registration is not required of a person who is hired as a full-time employee to perform normal maintenance excluding alterations and additions of electrical systems in commercial establishments, provided that the person does not work as an electrician or electrical contractor for the general public.

Renewal. All renewals shall be due January 1, of each year.

Sec. 18-4. - Mechanical registration.

It shall be the duty of all mechanical contractors who practice their trade within the City of Schertz, Texas to show proof of state license as required by the Department of Licensing and Regulation (TDLR), as referenced in Texas State Law.

Sec. 18-5. - Plumbing registration.

It shall be the duty of all plumbing contractors who practice their trade within the City of Schertz, Texas to show proof of state license as required by the Texas State Board of Plumbing Examiners. A registered master plumber, master plumber, journeyman, residential utilities installer, drain cleaner or tradesman plumber are to directly supervise as defined below where compliant with the TSBPE rules and laws.

Directly supervise is defined as follows:

(1) Where a single family or duplex residential structure is under construction. The supervisor shall be on the property while any plumbing work as defined by Texas State Board of Plumbing Examiners Rules and Law is underway.

(2) Where a commercial or industrial project is under construction. The supervisor shall be not less than one supervisor per 50,000 square feet or each story above the first floor or sub-floor over 50,000 square feet and shall be on the property while any plumbing work as defined by TSBPE Rules and Law is underway.

Sec. 18-6. - Building and standards commission.

All appeals relative to the application and interpretation of the codes adopted in this chapter shall be to the Building and Standards Commission as established under the Unified Development Code, Article 3, Boards, Commissions and Committees.

Secs. 18-7—18-39. - Reserved.

ARTICLE II. - INTERNATIONAL BUILDING CODE

Sec. 18-40. - Adopted.

The International Building Code, 2018Edition is hereby adopted with the amendments as provided for in this article.

Sec. 18-41. - Amendments.

The International Building Code, 2018Edition is hereby amended as follows:

101.1 Title. These regulations shall be known as the Building Code of the City of Schertz, Texas, hereinafter referred to as "this code."

Permits.

105.2 Work exempt from permit. This section shall be amended to include additions and deletions as follows:

Building:

ADD TO EXEMPTIONS

14. Pergolas, Arbors and Trellis under 300 square feet in total size. All materials used shall be of approved fire-resistant materials where fire setbacks as defined in the IBC are required.

DELETE FROM EXEMPTIONS

2. Fences not over 7' high.

4. Retaining Walls

6. Sidewalks and Driveways

107.3.4 Design professional in responsible charge. The design professional shall be an architect or engineer legally registered under the laws of the State of Texas regulating the practice of architecture or engineering and shall affix his/her seal to said drawings, specifications and accompanying data.

113 Board of Appeals. The Board of Appeals is hereby repealed in its entirety and is replaced by the Building and Standards Commission.

202 Definitions. This section is amended to include the following non-referenced definitions:

Applicable governing body as referenced within any code adopted under this chapter shall mean the City Council of the City of Schertz

As Built Plans are plans submitted after the building is complete showing any alterations, additions or changes that have occurred after construction has begun. All alterations, additions or changes may require Building Division approval.

Service Systems are electrical, fire, mechanical, plumbing or other services not associated with structural elements.

Pergolas, Arbors, and Trellis are open un-roofed structure intended only to support vegetation or décor shadowing.

1008.3.3 Room and Spaces amended to include the following:

(5) Public restrooms equipped for handicap use shall have a minimum of one emergency fixture to provide one foot-candle of illumination throughout the restroom to the point of discharge into the exit pathway.

(6) School classrooms shall have one emergency light at or near the primary or secondary exit door(s) that shall illuminate the egress door from the classroom side of the exit.

1612.3 Insert: City of Schertz

1612.3 Insert: Guadalupe County November 2, 2007; Bexar County September 29, 2010 and Comal County September 9, 2009.

1801.2.1 Design basis. All foundations shall be designed by a Professional Engineer licensed in the State of Texas and all drawings and documentation must be signed and sealed per Texas Board of Professional Engineers rules. Design Engineers must be registered with the City of Schertz. Documentation shall include:

1. Design letter referencing soils report project numbers, date of report, and soils engineer name; specific location including lot, block and subdivision; specific design criteria including soil bearing capacity and design plasticity index or Post-Tensioning Institute parameters.

6. The engineer must provide to the City of Schertz a Letter of Final Acceptance stating that the foundation has been placed in compliance with the design prior to issuance of a Certificate of Occupancy.

1807.1(a) Foundation Walls, Retaining Walls and Embedded Posts and Poles.

Construction of a retaining wall in excess of four (4) feet in height, as measured from the bottom of the footing of the wall to the top of the wall, constructed on private property and that will not be dedicated to the City as a public improvement, as a part of the building permit application process, shall require submission to, and approval by, the building official of the City of detailed retaining wall design plans sealed by an engineer licensed to practice in the State of Texas, prior to commencing construction of such wall. Construction of such retaining wall shall also require submission to, and approval by, the building official of the City of a sealed engineering inspection report verifying the construction of the retaining wall in conformance with the retaining wall design plans in order to close out the building permit.

1207 Sound Transmission Standards for High Noise Areas. All habitable portions of structures located within the 65 dBA as shown on Exhibit A attached, shall be designed and constructed to achieve either:

1. an outside to inside noise level reduction (NLR) of at least twenty-five (25) a-weighted decibels (dBA), or

2. be built to the standards set forth in subsection 2. below.

Options for Compliance. Compliance may be demonstrated using one of the following methods:

1. Use simultaneous noise readings of instantaneous outside and inside noise levels in accordance with ASTM E 966 to ensure the structure achieves an outside to inside NLR of at least twenty-five (25) dBA; or

2. Utilize construction materials with a minimum tested or listed sound transmission class (STC) rating of forty (40), in accordance with ASTM E 90, for walls and ceilings, and with a minimum tested or listed STC rating for doors and windows as specified below, in accordance with the following construction methods:

    a. Walls. The specific exterior wall assemblies listed below shall include the interior finishes set forth therein. Exception: Exterior wall assemblies or materials that have been tested or listed with a minimum STC rating of forty (40).

        i. Brick veneer. When exterior walls are constructed using brick veneer, a minimum of one-half (1/2) inch gypsum drywall shall be applied as the interior finish, or a minimum of three and one-half (3- 1/2) inches of foam insulation shall be sprayed in as allowed by the building and fire code.

        ii. Vinyl or cement sidings. When exterior walls are constructed using vinyl or cement sidings, a minimum of five-eighths (5/8) inch gypsum drywall shall be applied as the interior finish, or a minimum of three and one-half (3-1/2) inches of foam insulation shall be sprayed in as allowed by the building and fire code.

        iii. Other assemblies and materials. All other exterior wall assemblies or materials shall have a tested or listed minimum STC rating of forty (40).

    b. Roof/Ceiling Assemblies. Roof/ceiling assemblies shall be constructed in accordance with the requirements of subsections (i) or (ii) below.

Exception: Roof/ceiling assemblies or materials that have been tested or listed with a minimum STC rating of forty (40).

i. Ceilings with unconditioned attic space shall be insulated with a minimum of one-half (1/2) inch gypsum drywall on the interior ceiling side covered with a minimum of twelve (12) inches of blown in fiberglass insulation, or a minimum of three and one-half (3-1/2) inches of spray foam insulation shall be applied to the underside of the roof deck as allowed by the building and fire code.

ii. Ceilings without attic space above shall be insulated with a minimum of five-eighths (5/8) inch gypsum drywall on the interior side filled with a minimum of nine (9) inches of fiberglass batt insulation with a one (1) inch air space between the roof sheathing and the fiberglass, or a minimum of three and one-half (3-1/2) inches of spray foam insulation shall be applied to the underside of the roof deck as allowed by the building and fire code.

c. Windows. The cavity between the wood framing and the window frame shall be insulated with fiberglass insulation or foam insulation to the depth of the window frame.

i. If the exterior windows and doors together comprise no more than thirty percent (30%) of the total exterior wall area, all windows shall have a minimum tested or listed STC rating of thirty (30).

ii. If the exterior windows and doors together comprise more than thirty percent (30%) but no more than forty percent (40%) of the total exterior wall area, all windows shall have a minimum tested or listed STC rating of thirty-two (32).

iii. If the exterior windows and doors together comprise more than forty percent (40%) of the total exterior wall area, all windows shall have a minimum tested or listed STC rating of forty (40).

d. Doors.

i. If the exterior windows and doors together comprise no more than thirty percent (30%) of the total exterior wall area, all exterior doors shall have a minimum tested or listed STC rating of thirty (30).

ii. If the exterior windows and doors together comprise more than thirty percent (30%) but no more than forty percent (40%) of the total exterior wall area, all exterior doors shall have a minimum tested or listed STC rating of thirty-two (32).

iii. If the exterior windows and doors together comprise more than forty percent (40%) of the total exterior wall area, all exterior doors shall have a minimum tested or listed STC rating of forty (40).

Exception: An exterior door may have a tested or listed STC rating of less than forty (40) when installed with a storm door which when combined, achieve a minimum tested or listed STC rating of forty (40).

e. Mechanical Systems. Mechanical ventilation systems (HVAC) shall provide minimum air circulation and fresh air requirements for various uses in occupied rooms without the need to open any windows, doors, or other openings to the exterior.

i. In-window, through-wall, or through-floor air conditioning, ventilating, or heating units may be used if:

1) the above insulation requirements for walls, ceilings, windows and doors are implemented, or

2) walls, ceilings, windows and doors have a minimum tested or listed STC rating of forty (40).

ii. Evaporative coolers may be installed if the following is implemented to reduce sound entering through the unit:

1) Insert a duct extension with at least two (2) ninety degree (90°) "elbows" between the structure and the unit.

2) Add acoustically designed "up-ducts" in the ceiling of each room to allow proper circulation of air while windows are closed.

Certification.

1. Prior to approval of final inspection or issuance of a certificate of occupancy, all project applicants shall submit to the Building Inspection Division, a signed statement certifying compliance with this section.
2. A single certification statement for multiple structures in the same development may be used as long as the structures implement the same floor plans and construction methods.

A110.7 Inspection by Engineer of Record. The Engineer of Record may conduct required inspections in-lieu-of the *building official* unless precluded by State Law. Prior to issuance of a permit, the Engineer of Record must notify in writing the *building official* which inspections he will be conducted. The *building official* may require such documentation as he deems necessary, including assigned sealed letter by the Engineer of Record indicating the construction was per the approved plans and all applicable code requirements. The *building official* may require any additional documentation as he deems necessary and may also require notice at least 24 hours prior to the inspections.

Chapter 31 Special Construction, Section 3114. Shipping Container for Approved Permanent Construction Use {Reference Acceptance Criteria for Structural Building Materials from Shipping Containers (AC462) published by the International Code Council Evaluation Service (ICC-ES) as approved in October 2018}

In order to be an acceptable material used for construction of either a business, residential or accessory building the building permit would need the following:

1. Certification for compliance with Rules for Certification of Cargo Containers and the International Convention for Safe Containers (CSC) by the American Bureau of Shipping, Bureau Veritas, or Lloyd's Registry.

2. Copies of the Container specifications and detail drawings for each shipping container manufacturer in English.

3. A copy of the quality control program inspection for seaworthiness in accordance with the International Convention for Safe Containers after removal from service as a shipping container and prior to use as a source of building materials.

4. Any modifications to the original design of the container will require a Texas Engineer's approval, designs and details to be provided.

5. The permanent foundation shall be approved by a Texas Engineer as acceptable for use as a structural support for the anticipated building design and use will be provided for permitting.

6. If manufactured as a complete assembly with electrical, plumbing and mechanical systems, a Texas Department of Licensing and Regulation Industrialized Housing and Buildings Approval Certification will be provided with the building plans.

Specific standards:

(a) Industrialized buildings must have all local permits and licenses that are applicable to other housing or buildings.

(b) For purposes of this section, industrialized housing is real property.

(c) The single-family or duplex industrialized housing structure to:

(1) have an appraised value equal to or greater than the median taxable value for each single-family dwelling located within 500 feet of the lot on which the industrialized housing is proposed to be located, as determined by the most recent certified tax appraisal roll for each county in which the properties are located; and

(2) have exterior siding, roofing, roofing pitch, foundation fascia, and fenestration compatible with the single-family dwellings located within 500 feet of the lot on which the industrialized housing is proposed to be located; and

(3) have exterior siding, roofing, roof pitch, foundation fascia, and fenestration compatible with the single-family dwellings located within 500 feet of the lot on which the industrialized housing is proposed to be located; and

(4) comply with municipal aesthetic standards, building setbacks, side and rear yard offsets, subdivision control, architectural landscaping, square footage, and other site requirements applicable to single-family dwellings; and

(5) be securely fixed to a permanent foundation.

(d) For purposes of Subsection (c), "value" means the taxable value of the industrialized housing and the lot after installation of the housing.

(e) Except as provided by Subsection (c), the City of Schertz may not adopt a regulation under this section that is more restrictive for industrialized housing than that required for a new single-family or duplex dwelling constructed on-site.

(f) This section does not:

(1) limit the authority of a municipality to adopt regulations to protect historic properties or historic districts; or

(2) affect deed restrictions.

(g) All non-residential buildings or structures shall comply with the City of Schertz Unified Development Code.

ARTICLE III. - INTERNATIONAL RESIDENTIAL CODE FOR ONE AND TWO FAMILY DWELLINGS

Sec. 18-60. - Adopted.

The International Residential Code for One and Two Family Dwellings Code, 2018 Edition is hereby adopted with the amendments as provided for in this Article.

Sec. 18-61. - Amendments.

The International Residential Code for One and Two Family Dwellings, 2018 Edition is hereby amended as follows:

R101.1 Title. Insert: City of Schertz, Texas

Permits.

R105.2 Work exempt from permit. This section shall be amended to include additions and deletions as follows:

Building:

Insert:

1. One story detached accessory structures used as tool and storage sheds, playhouses, and similar uses on the same lot as a one or two family dwelling; provided the floor area is 120 square feet or less and the structure can be moved if necessary, except where located in a flood hazard area.
    a. The foundation for a detached accessory structure, storage sheds, playhouses and similar uses, if any, will require a flatwork permit; and the location and placement of the accessory structure shall comply with Article 8 of the Schertz Unified Development Code.
    b. Areas located in floodplain hazard areas will require permits.
2. Replacement Fences on the property of a one or two family dwelling, provided they comply with the following criteria, except where located in a flood hazard area.
    a. The fence complies with all of the applicable requirements of the City of Schertz Unified Development code including but not limited to height, location and materials.
    b. The replacement fence is in the same location, the same height and of the same materials as the fence being replaced (e.g., a 6' wood privacy fence for a 6' wood privacy fence or a 4' chain link fence for a 4' chain link fence).
    c. Pergolas, Arbors and Trellis under 300 square feet in total size. All materials used shall be of approved fire-resistant materials where fire setback as defined by the IRC are required. Foundations for arbors, if any, will require a flat work permit. The arbor shall not be located in any utility easement; and shall comply with the setback requirements of Article 8 of the Schertz Unified Development Code with the exception that an arbor may be attached to the main structure.
    d. Areas located in floodplain hazard areas will require permits.

    DELETED EXEMPTION:

    3. Retaining Walls

    5. Sidewalks and driveways

    10. Decks not exceeding 200 square feet.

R106.1 Submittal Documents.

Design professional. The design professional shall be an architect or engineer legally registered under the laws of the State of Texas regulating the practice of architecture or engineering and shall affix his/her seal to said drawings.

R109.5 Inspection by Engineer of Record. The Engineer of Record may conduct required inspections in-lieu-of the *building official* unless precluded by State Law. Prior to issuance of a permit, the Engineer of Record must notify in writing the *building official* which inspections he will be conducted. The *building official* may require such documentation as he deems necessary, including assigned sealed letter by the Engineer of Record indicating the construction was per the approved plans and all applicable code requirements. The *building official* may require any additional documentation as he deems necessary and may also require notice at least 24 hours prior to the inspections.

Exception: During emergency situations where authorized by the Authority having Jurisdiction.

R112 Board of Appeals. The Board of Appeals is hereby repealed in its entirety and is replaced by the Building and Standards Commission.

R202 Definitions. This section is amended to include the following non-reference definitions.

Applicable governing body as referenced within any code adopted under this chapter shall mean the City Council of the City of Schertz

As Built Plans are plans submitted after the building is complete showing any alterations, additions or changes that have occurred after construction has begun. All alterations, additions or changes may require Building Division approval.

Residential Arbors are defined as trellises and not as a building when less than 300 square feet in size. Arbors shall be built without a solid roof covering; used only to support vegetation; or acting as a shadow box attached or unattached to the primary or secondary structure; or free standing anchored solidly into the soil or to a permanent foundation and capable of withstanding the environmental conditions as established in the International Residential Code.

Service Systems are electrical, fire, mechanical, plumbing or other services not associated with structural elements.

Pergolas, Arbors and Trellis are open un-roofed structure intended only to support vegetation or décor shadowing.

R106.1.4 Submittal documents. All foundations shall be designed by a Professional Engineer licensed in the State of Texas and all drawings and documentation must be signed and sealed per Texas Board of Professional Engineers rules. Design Engineers must be registered with the City of Schertz. Documentation shall include:

1. Design letter referencing soils report project number, date of report, and soils engineer name; specific location including lot, block and subdivision; specific design criteria including soil bearing capacity and plasticity index or Post-Tensioning Institute parameters. The engineer shall also approve a concrete mix design with performance criteria based on soils and seasonal conditions.

5. The engineer must provide to the City of Schertz a Letter of Final Acceptance stating that the foundation has been placed in compliance with the design specifications and requirements prior to issuance of a Certificate of Occupancy.

10. Prior to receiving a Certificate of Occupancy, a final survey indicating final grade elevations and verifying positive drainage away from the foundation must be submitted to the City.

Exemption: The Building Official or designee may waive these requirements where the addition is 300 square feet or smaller with a load bearing roof or single story structure directly connected to this foundation.

For free standing column supports the footings shall be 12 inches in diameter, not less than 24 inches in depth below soil grade or to a weight bearing strata with a minimum of a #6 by 6 by 6 steel reinforcement cage installed one inch below the surface of the poured concrete to the one inch above the base of the footing and "belled" two inches at the base.

All other pier and beam construction shall have a footing designed not less than as allowed for highly expansive soils per the IRC and in no case shall the width of the footing be less than twelve inches with four #4 bars with #4 stirrups on twelve-inch centers. The monolithic slab shall be three- and one-half inches in depth with #6 by 6 by 6 mesh or #3 bar on 12-inch centers located in the center of the monolithic slab. No single monolithic slab shall have an area greater than 300 square feet without interior twelve inch by twelve-inch beams with four # 4 bar reinforcement one inch from the sides and one inch from the bottom of the interior beam. Stirrups are required on 12 inch centers and not less than #4 bar. Corner bars shall be installed at all intersections and at both interior and exterior corner edges of the new foundation. An engineer's approval will be required if the new foundation addition is to be connected by dowels to a post tension designed primary foundation. A minimum of 4 inches of compacted base will be required under the new monolithic slab free of any contaminating debris.

Table R301.2 (1) Climatic and Geographic Design Criteria.

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP	ICE BARRIER UNDERLAYMENT REQUIRED	FLOOD HAZARDS	AIR FREEZING INDEX	MEAN ANNUAL TEMP
	Speed (mph)	Topographic effects	Special wind region	Windborne debris zone		Weathering	Frost line depth	Termite					
5 lbs. per sq. ft.	115	NO	NO	NO	A	Negligible	12"	Very heavy	30 degrees F	NO	Yes	16 F	68.7

MANUAL J DESIGN CRITERIA							
Elevation	Latitude	Winter heating	Summer cooling	Altitude correction factor	Indoor design temperature	Design temperature cooling	Heating Temperature difference
761	20 degrees 30 minutes	31 degrees F	96 degrees F	1 (under 1,000 ft. above sea level)	70 degrees F	75 degrees F	30 degrees F
Cooling temperature difference	**Wind Velocity heating**	**Wind Velocity cooling**	**Coincident wet bulb**	**Daily range**	**Winter humidity**	**Summer humidity**	
21 degrees F	15 MPH	7 ½ MPH	74	Medium – 16 to 25 degrees F	67%	67%	

R404.4.1 Retaining Walls.

Construction of a retaining wall in excess of four (4) feet in height, as measured from the bottom of the footing of the wall to the top of the wall, constructed on private property and that will not be dedicated to the City as a public improvement, as a part of the building permit application process, shall require submission to, and approval by, the building official of the City of detailed retaining wall design plans sealed by an engineer licensed to practice in the State of Texas, prior to commencing construction of such wall. Construction of such retaining wall shall also require submission to, and approval by, the building official of the City of a sealed engineering inspection report verifying the construction of the retaining wall in conformance with the retaining wall design plans in order to close out the building permit.

R703.7.2 Exterior veneer support, R703.7.2.1 Support by steel angle, 703.7.2.2 Support by roof construction and R703.7.3 Lintels. Lintels shall be attached to the wood framing above all openings wider than 2 feet by fasteners as required by the design professional prior to a framing inspection being requested.

R807.1 Attic Access. Where attic access is required for appliance maintenance the access shall be provided by a ceiling pull down ladder capable of supporting (250) two hundred and fifty pounds and

have an opening large enough to remove the largest single section or the entire unit. If the attic is designed for storage a pull down ladder is required to the same specifications as above. .

P2503.5.1 Rough plumbing (1) Water test. Each section shall be filled with water to a point not less than 10 feet above the highest fitting connection in that section, or to the highest point in the completed system, or to 1 foot above the highest finished interior wall per floor level. Water shall be held in the section under test for a period of 15 minutes. The system shall prove leak free by visual inspection.

P2603.5.1 Sewer Depth. Insert: 12 inches
Insert: 12 inches

The following Appendixes are adopted:

Appendix A - Sizing and Capacities of Gas Piping

Appendix B - Sizing of Venting Systems Serving appliances equipped with Draft hood, Category 1 Appliances, and Appliances listed for use with Type B Vents

Appendix C - Exit Terminals of Mechanical draft and Direct-Vent Venting Systems

Appendix E - Manufactured Homes used as Dwellings

Appendix H - Patio Covers

Appendix J - Existing Buildings and Structures

Appendix K Sound Transmission

AK 101 Sound Transmission Standards for High Noise Areas

All habitable portions of structures located within the 65 dBA as shown on Exhibit A attached shall be designed and constructed to achieve either:

1. an outside to inside noise level reduction (NLR) of at least twenty-five (25) a-weighted decibels (dBA), or
2. be built to the standards set forth in subsection 2. below.

Options for Compliance. Compliance may be demonstrated using one of the following methods:

1. Use simultaneous noise readings of instantaneous outside and inside noise levels in accordance with ASTM E 966 to ensure the structure achieves an outside to inside NLR of at least twenty-five (25) dBA; or
2. Utilize construction materials with a minimum tested or listed sound transmission class (STC) rating of forty (40), in accordance with ASTM E 90, for walls and ceilings, and with a minimum tested or listed STC rating for doors and windows as specified below, in accordance with the following construction methods:
    a. Walls. The specific exterior wall assemblies listed below shall include the interior finishes set forth therein. Exception: Exterior wall assemblies or materials that have been tested or listed with a minimum STC rating of forty (40).
        i. Brick veneer. When exterior walls are constructed using brick veneer, a minimum of one-half (1/2) inch gypsum drywall shall be applied as the interior finish, or a minimum of three and one-half (3- 1/2) inches of foam insulation shall be sprayed in as allowed by the building and fire code.

ii. Vinyl or cement sidings. When exterior walls are constructed using vinyl or cement sidings, a minimum of five-eighths (5/8) inch gypsum drywall shall be applied as the interior finish, or a minimum of three and one-half (3-1/2) inches of foam insulation shall be sprayed in as allowed by the building and fire code.

iii. Other assemblies and materials. All other exterior wall assemblies or materials shall have a tested or listed minimum STC rating of forty (40).

b. Roof/Ceiling Assemblies. Roof/ceiling assemblies shall be constructed in accordance with the requirements of subsections (i) or (ii) below.

Exception: Roof/ceiling assemblies or materials that have been tested or listed with a minimum STC rating of forty (40).

i. Ceilings with unconditioned attic space shall be insulated with a minimum of one-half (1/2) inch gypsum drywall on the interior ceiling side covered with a minimum of twelve (12) inches of blown in fiberglass insulation, or a minimum of three and one-half (3-1/2) inches of spray foam insulation shall be applied to the underside of the roof deck as allowed by the building and fire code.

ii. Ceilings without attic space above shall be insulated with a minimum of five-eighths (5/8) inch gypsum drywall on the interior side filled with a minimum of nine (9) inches of fiberglass batt insulation with a one (1) inch air space between the roof sheathing and the fiberglass, or a minimum of three and one-half (3-1/2) inches of spray foam insulation shall be applied to the underside of the roof deck as allowed by the building and fire code.

c. Windows. The cavity between the wood framing and the window frame shall be insulated with fiberglass insulation or foam insulation to the depth of the window frame.

i. If the exterior windows and doors together comprise no more than thirty percent (30%) of the total exterior wall area, all windows shall have a minimum tested or listed STC rating of thirty (30).

ii. If the exterior windows and doors together comprise more than thirty percent (30%) but no more than forty percent (40%) of the total exterior wall area, all windows shall have a minimum tested or listed STC rating of thirty-two (32).

iii. If the exterior windows and doors together comprise more than forty percent (40%) of the total exterior wall area, all windows shall have a minimum tested or listed STC rating of forty (40).

d. Doors

i. If the exterior windows and doors together comprise no more than thirty percent (30%) of the total exterior wall area, all exterior doors shall have a minimum tested or listed STC rating of thirty (30).

ii. If the exterior windows and doors together comprise more than thirty percent (30%) but no more than forty percent (40%) of the total exterior wall area, all exterior doors shall have a minimum tested or listed STC rating of thirty-two (32).

iii. If the exterior windows and doors together comprise more than forty percent (40%) of the total exterior wall area, all exterior doors shall have a minimum tested or listed STC rating of forty (40).

Exception: An exterior door may have a tested or listed STC rating of less than forty (40) when installed with a storm door which when combined, achieve a minimum tested or listed STC rating of forty (40).

e. Mechanical Systems. Mechanical ventilation systems (HVAC) shall provide minimum air circulation and fresh air requirements for various uses in occupied rooms without the need to open any windows, doors, or other openings to the exterior.

i. In-window, through-wall, or through-floor air conditioning, ventilating, or heating units may be used if:

1) the above insulation requirements for walls, ceilings, windows and doors are implemented, or

2) Walls, ceilings, windows and doors have a minimum tested or listed STC rating of forty (40).

ii. Evaporative coolers may be installed if the following is implemented to reduce sound entering through the unit:

1) Insert a duct extension with at least two (2) ninety degree (90°) "elbows" between the structure and the unit.

2) Add acoustically designed "up-ducts" in the ceiling of each room to allow proper circulation of air while windows are closed.

Certification.

1. Prior to approval of final inspection or issuance of a certificate of occupancy, all project applicants shall submit to the Building Inspection Division, a signed statement certifying compliance with this section.
2. A single certification statement for multiple structures in the same development may be used as long as the structures implement the same floor plans and construction methods.

Part VIII - Electrical. Is deleted.

The following Appendix is adopted:

Appendix M – Home Day Care – R 3 Occupancy

Appendix P - Sizing of Water Piping System

Appendix Q – Tiny Houses

Appendix R – Light Straw-Clay Construction

Appendix S – Straw bale Construction

Appendix U - **Shipping Container for Approved Permanent Construction Use** {Reference Acceptance Criteria for Structural Building Materials from Shipping Containers (AC462) published by the International Code Council Evaluation Service (ICC-ES) as approved in October 2018}

In order to be an acceptable material used for construction of either a business, residential or accessory building the building permit would need the following:

1. Certification for compliance with Rules for Certification of Cargo Containers and the International Convention for Safe Containers (CSC) by the American Bureau of Shipping, Bureau Veritas, or Lloyd's Registry.

2. Copies of the Container specifications and detail drawings for each shipping container manufacturer in English.

3. A copy of the quality control program inspection for seaworthiness in accordance with the International Convention for Safe Containers after removal from service as a shipping container and prior to use as a source of building materials.

4. Any modifications to the original design of the container will require a Texas Engineer's approval, designs and details to be provided.

5. The permanent foundation shall be approved by a Texas Engineer as acceptable for use as a structural support for the anticipated building design and use will be provided for permitting.

6. If manufactured as a complete assembly with electrical, plumbing and mechanical systems, a Texas Department of Licensing and Regulation Industrialized Housing and Buildings Approval Certification will be provided with the building plans.

Specific standards:

(a) Industrialized buildings must have all local permits and licenses that are applicable to other housing or buildings.

(b) For purposes of this section, industrialized housing is real property.

(c) The single-family or duplex industrialized housing structure to:

(1) have an appraised value equal to or greater than the median taxable value for each single-family dwelling located within 500 feet of the lot on which the industrialized housing is proposed to be located, as determined by the most recent certified tax appraisal roll for each county in which the properties are located; and

(2) have exterior siding, roofing, roofing pitch, foundation fascia, and fenestration compatible with the single-family dwellings located within 500 feet of the lot on which the industrialized housing is proposed to be located; and

(3) have exterior siding, roofing, roof pitch, foundation fascia, and fenestration compatible with the single-family dwellings located within 500 feet of the lot on which the industrialized housing is proposed to be located; and

(4) comply with municipal aesthetic standards, building setbacks, side and rear yard offsets, subdivision control, architectural landscaping, square footage, and other site requirements applicable to single-family dwellings; and

(5) be securely fixed to a permanent foundation.

(d) For purposes of Subsection (c), "value" means the taxable value of the industrialized housing and the lot after installation of the housing.

(e) Except as provided by Subsection (c), the City of Schertz may not adopt a regulation under this section that is more restrictive for industrialized housing than that required for a new single-family or duplex dwelling constructed on-site.

(f) This section does not:

(1) limit the authority of a municipality to adopt regulations to protect historic properties or historic districts; or

(2) affect deed restrictions.

(g) All non-residential buildings or structures shall comply with the City of Schertz Unified Development Code.

Secs. 18-62—18-79. - Reserved.

ARTICLE IV. - NATIONAL ELECTRICAL CODE

Sec. 18-80. - Adopted.

The National Electrical Code, 2020 edition to include, revisions, amendments and corrections, published by the National Fire Protection Association (NFPA), is hereby adopted by reference as the electrical code of the City of Schertz, Texas, subject to and including such amendments as herein shall appear. The State of Texas will mandate all future code editions through the Texas Department of Licensing and Regulation (TDLR) as to the date of future adoptions.

Sec. 18-81. - Amendments.

The National Electrical Code, 2020 Edition is hereby amended as follows:

210.11 Branch Circuits Required. No more than (12) twelve duplex receptacle outlets shall be installed per circuit serving general lighting circuits.

210.52 Dwelling Unit Receptacle Outlets (B) (3) Kitchen Receptacle Requirements. No more than (4) four duplex receptacle outlets per kitchen countertop circuit.

Refrigerators, freezers, microwaves, dishwashers, garbage compactors, and washing machines shall be located on dedicated individual circuits. Such receptacle outlets shall comply with 210.8 Ground-Fault Circuit-Interrupter Protection for Personnel and 210.12 Arc-Fault Circuit-Interrupter Protection as needed. Garbage Disposals shall be permitted to be on the same circuit for a kitchen counter top circuit.

230.70 (A) (1) Readily Accessible Location – The service disconnecting means shall be installed at a readily accessible location outside of a building or structure nearest the point of entrance of or attachment to the service conductors.

230.71 Maximum Number of Disconnects. An exterior disconnecting means shall be provided at each building serviced where more than two circuits supply the structure. A shunt trip device designed to de-energize the service disconnect equipment at all load side connections, is acceptable on the exterior of the structure at a location approved by the City of Schertz as an alternative means of disconnection.

Secs. 18-82—18-99. - Reserved.

ARTICLE V. - INTERNATIONAL FUEL GAS CODE

Sec. 18-100. - Adopted.

The International Fuel Gas Code, 2018 Edition is hereby adopted with the amendments as provided for in this Article.

Sec. 18-101. - Amendments.

The International Fuel Gas Code, 2018 Edition is hereby amended as follows:

101.1 Title. These regulations shall be known as the Fuel Gas Code of the City of Schertz, Texas, hereinafter referred to as "this code."

109 Means of Appeal. The Board of Appeals is hereby repealed in its entirety and replaced by Building and Standards Commission

The following appendixes are adopted:

Appendix A (IFGS) - Sizing and Capacities of Gas Piping A.1 shall be altered as follows: for any gas piping system, or special appliance, or for conditions other than those covered by the tables provided in the code, such as longer runs, greater gas demands, or greater pressure drops, the size of each gas piping system shall be determined by standard engineering practices acceptable to the code official.

Appendix B (IFGS) Sizing of Venting Systems Servicing Appliances Equipped with Draft Hoods, Category 1 Appliance and Appliances Listed for Use with Type B Vents Appendix C (IFGS) Exit Terminals of Mechanical Draft and Direct-vent Venting Systems.

Secs. 18-102—18-119. - Reserved.

ARTICLE VI. - INTERNATIONAL MECHANICAL CODE

Sec. 18-120. - Adopted.

The International Mechanical Code, 2018 Edition is hereby adopted with the amendments as provided for in this article.

Sec. 18-121. - Amendments.

The International Mechanical Code, 2018 Edition is hereby amended as follows:

101.1 Title. These regulations shall be known as the Mechanical Code of the City of Schertz, Texas, hereinafter referred to as "this code."

109 Means of Appeal. The Board of Appeals is hereby repealed in its entirety and replaced by Building and Standards Commission.

Secs. 18-122—18-139. - Reserved.

ARTICLE VII. - INTERNATIONAL PLUMBING CODE

Sec. 18-140. - Adopted.

The International Plumbing Code, 2018 Edition is hereby adopted with the amendments as provided for in this article.

Sec. 18-141. - Amendments.

The International Plumbing Code, 2018 Edition is hereby amended as follows:

101.1 Title. These regulations shall be known as the International Plumbing Code of the city of Schertz, Texas hereinafter referred to as "this code."

109 Means of Appeal. The Board of Appeals is hereby repealed in its entirety and replaced by Building and Standards Commission.

305.4.1 Sewer Depth. Building sewers that connect to private disposal systems shall be not less than 12 inches below grade at the point of the septic tank connection. All building sewers shall be a minimum of 12 inches below finished grade.

311.1 Toilet Facilities for Workers. Portable toilets shall be provided for construction sites so that the path of travel to such facilities shall not exceed 500 feet. Exception: A single portable toilet may be used for small individual construction jobs when approved by the building official.

The following Appendixes are adopted:

Appendix B - Rates of Rainfall for Various Cities

Appendix D - Degree Day and Design Temperatures

Appendix E - Sizing of Water Piping System

Appendix C- Structural Safety

Secs. 18-142—18-159. - Reserved.

ARTICLE VIII. - INTERNATIONAL PROPERTY MAINTENANCE CODE

Sec. 18-160. - Adopted.

The International Property Maintenance Code, 2018 Edition is hereby adopted with the amendments as provided for in this article.

Sec. 18-161. - Amendments.

The International Property Maintenance Code, 2018 Edition is hereby amended as follows:

101.1 Title. These regulations shall be known as the International Property Maintenance Code of the City of Schertz, Texas, hereinafter referred to as "this code."

111 Means of Appeal. Means of Appeal is hereby repealed in its entirety.

302.4 Weeds. All premises and exterior property shall be maintained free from weeds or grass growth in excess of eight inches.

302.7 Accessory Structures. All Accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

No accessory structure shall be more than twenty (20) degrees out of vertical (using an (8) eight foot level) along any 20 feet of wall surface to obtain an accurate determination of the degrees from vertical.

Fences and walls twenty (20) degrees or more in each directional run (vertical or horizontal) shall not have more than twenty-five (25) percent of any directional run (vertical or horizontal) to be of decayed or damaged material.

The following Appendix is adopted:

Appendix A - Boarding Standard

Secs. 18-162—18-179. - Reserved.

ARTICLE IX. - INTERNATIONAL ENERGY CONSERVATION CODE

Sec. 18-180. - Adopted.

The International Energy Conservation Code, 2015 Edition is hereby adopted with the amendments as provided for in this article. The State of Texas will mandate all future code editions through the *Texas Comptroller's State Energy Conservation Office (SECO)* as to the date of future adoptions.

Sec. 18-181. - Amendments.

The International Energy Conservation Code, 2015 Edition is hereby amended as follows:

C101.1 Title. This code shall be known as the International Energy Conservation Code of the City of Schertz, Texas, and shall be cited as such. It is referred to herein as "this code."

C109 Board of Appeals. The Board of Appeals is hereby repealed in its entirety and replaced by the Building and Standards Commission.

Secs. 18-182—18-199. - Reserved.

ARTICLE X. - MANUAL OF CROSS-CONNECTION CONTROL

Sec. 18-200. - Adopted.

The Manual of Cross-Connection Control by the University of Southern California, Tenth edition published October 2009, by the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California, is hereby adopted and incorporated as the Backflow and Cross-Connection Code of the City of Schertz, Texas, subject to and including by reference as herein shall appear.

Sec. 18-201. - Amendments.

The Manual of Cross-Connection Control, Tenth Edition, October 2009 is hereby amended as follows:

Irrigation Back Flow Device Location. The residential irrigation RP or PVB shall be located immediately adjacent to the residential structure and shall be located a minimum of twelve (12) inches above the highest lawn sprinkler head. A Ground Fault Circuit Interrupter receptacle that is weather proof while in operation is recommended to be located immediately adjacent to the back flow device for the installation of a heat tape to prevent freezing. A rain sensor(s) shall be installed on all systems.

The Commercial irrigation RP and PVB or other approved back flow devices shall be protected from traffic if not located immediately adjacent to the structure and shall be located a minimum of twelve (12) inches above the highest lawn sprinkler head. A Ground Fault Circuit Interrupter receptacle that is weather proof while in operation is recommended to be located immediately adjacent to the back flow device for the installation of a heat tape to prevent freezing. Freeze protection shall be considered in all designs. A rain sensor(s) shall be installed on all systems.

Any RP or PVB located in a flood plain shall be 1 foot above the Design Flood Elevation (DFE) or designed in such a way that will prevent floodwaters from entering or accumulating within system components and to additionally ensure that floodwater does not contaminate the potable water supply system. (Ref: FEMA 348 November 1999)

Adopting the backflow and cross-connection requirements in no way shall appeal or set aside any of the requirements of the International Plumbing Code.

Secs. 18-202—18-219. - Reserved.

ARTICLE XI. - INTERNATIONAL SWIMMING POOL AND SPA CODE

Sec. 18-220. - Adopted.

The International Swimming Pool and Spa Code, 2018 Edition is hereby adopted with the amendments as provided for in this article. The State of Texas will mandate all future code editions through the Texas Department of State Health Services as to the date of future adoptions.

Sec. 18-221. - Amendments.

The International Swimming Pool and Spa Code, 2018 Edition is hereby amended as follows:

101.1 Title. These regulations shall be known as the International Swimming Pool and Spa Code of the City of Schertz, Texas, hereinafter referred to as "this code."

108 Means of Appeal. The Board of Appeals is hereby repealed in its entirety and replaced by Building and Standards Commission.

Secs. 18-222—18-239. - Reserved.

ARTICLE XII. - INTERNATIONAL EXISTING BUILDING CODE

Sec. 18-240. - Adopted.

The International Existing Building Code, 2018 Edition is hereby adopted with the amendments as provided for in this article.

Sec. 18-241. - Amendments.

The International Existing Building Code, 2018 Edition is hereby amended as follows:

101.1 Title. These regulations shall be known as the International Existing Building Code of the City of Schertz, Texas, hereinafter referred to as "this code."

112 Board of Appeals. The Board of Appeals is hereby repealed in its entirety and replaced by Building and Standards Commission.

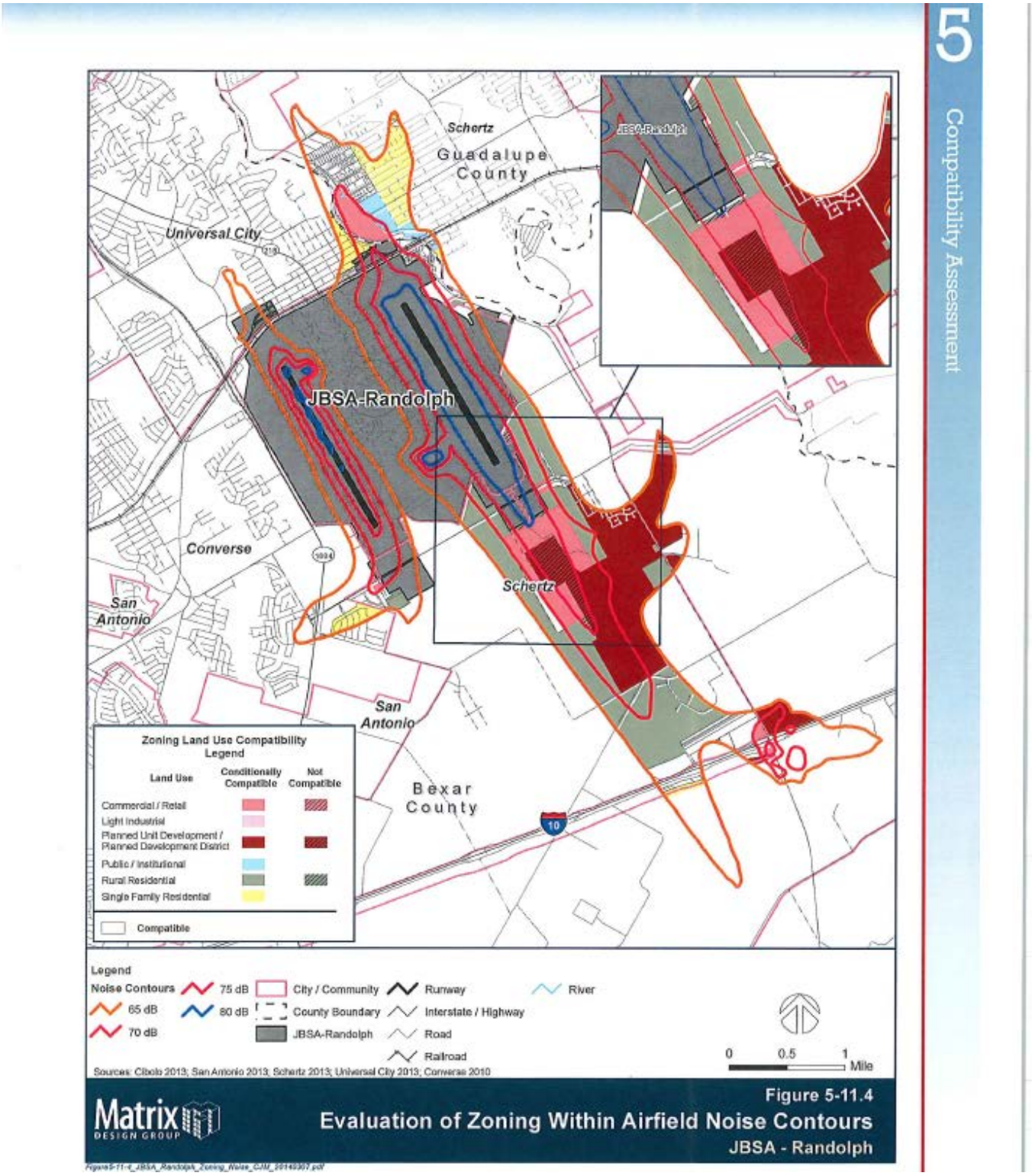
Secs. 18-242—18-254. - Reserved.

ARTICLE XIII

Sec. 18-255. - Violations and penalties.

Any person, firm, corporation or agent who shall violate a provision of this chapter, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish, or move any structure, electrical, gas, mechanical or plumbing system in violation of the detailed statement or drawings submitted and permitted thereunder, shall be guilty of a misdemeanor. Such persons shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed or continued, and upon conviction of any such violation such person shall be punished by a fine of not more than $500.00 for each offense unless said violation is a violation of a regulation governing fire safety or public health and sanitation then by a fine of not more than $2,000.00 for each offense. All such violations shall be prosecuted in accordance with section 1-8 General penalty for violations of Code; continuing violations of the Schertz Municipal Code of Ordinances.

EXHIBIT B
Evaluation of Zoning within Airfield Noise Contours JBSA Randolph



Chapter 18 - BUILDINGS AND BUILDING REGULATIONS

ARTICLE I. - IN GENERAL

Sec. 18-1. - Scheduling inspections.

(a) *Posting permit and plans*. Work requiring a permit shall not commence until the permit holder or his agent posts the permit in a conspicuous place on the premises. The permit holder shall maintain the approved plans on site and make them available to the Building Official or his or her designee until the certificate of occupancy or completion certificate is issued by the building official or his or her designee.

Sec. 18-2. – General building contractors registration.

It shall be the duty of every contractor who engages in the construction, erection, alteration, repair, moving, demolition, installation or replacements of any building, structure, swimming pool, or sign, whether permanent or temporary, obtain all the necessary permits. Such contractor shall be registered by the City of Schertz.

(1) *Insurance required.* It shall be the duty of all contractors who practice their trade within the City of Schertz, Texas to show proof of general commercial liability insurance for claims for property damage, or bodily injury regardless of whether the claim arises from a negligence claim or on a contract claim. Coverage amount of liability insurance shall not be less than $300,000.00.

(2) *Application.* An application for a contractor's registration will be submitted to the building official or his or her designee on a form prescribed by the city along with the required initial fee.

(3) *Renewal.* All renewals shall be due January 1, of each year.

(4) *Revocation.* Any registration issued under this section may be revoked by the building official or his or her designee for failure to remedy unsatisfactory work, violations of the chapter, failure to obtain permits, or failure to obtain proper inspections in addition to any additional penalties provided by this chapter.

(5) *Appeal.* An applicant, whose registration has been denied or revoked, may appeal to the Building and Standards Commission.

Sec. 18-3. - Electrical registration.

No person shall install, repair or remove electrical wiring or devices unless he is licensed as an electrical contractor issued by the State of Texas who employs any of the listed tradesmen as established by the Texas Department of Licensing and Regulation (TDLR). A licensed master, sign master, journeyman, sign journeyman, residential wireman, or journeyman lineman must directly supervise work done by an apprentice or sign apprentice.

Directly supervise is defined as follows:

(1) Where a single family or duplex residential structure is under construction. The supervisor shall be on the property while any electrical work as defined by TDLR Rules and Law is underway.

(2) Where a commercial or industrial project is under construction. The supervisor shall be not less than one supervisor per 50,000 square feet or each story above the first floor or sub-floor over 50,000 square feet and shall be on the property while any electrical work as defined by TDLR Rules and Law is underway.

Exception:

(1) A registration is not required of a homeowner who is doing electrical work on his own home. The homeowner may receive help from others to do such work, provided that the principal occupation of the person giving help is not that of an electrical contractor or electrician.

(2) A registration is not required of a person who is hired as a full-time employee to perform normal maintenance excluding alterations and additions of electrical systems in commercial establishments, provided that the person does not work as an electrician or electrical contractor for the general public.

Renewal. All renewals shall be due January 1, of each year.

Sec. 18-4. - Mechanical registration.

It shall be the duty of all mechanical contractors who practice their trade within the City of Schertz, Texas to show proof of state license as required by the Department of Licensing and Regulation (TDLR), as referenced in Texas State Law.

Sec. 18-5. - Plumbing registration.

It shall be the duty of all plumbing contractors who practice their trade within the City of Schertz, Texas to show proof of state license as required by the Texas State Board of Plumbing Examiners. A registered master plumber, master plumber, journeyman, residential utilities installer, drain cleaner or tradesman plumber are to directly supervise as defined below where compliant with the TSBPE rules and laws.

Directly supervise is defined as follows:

(1) Where a single family or duplex residential structure is under construction. The supervisor shall be on the property while any plumbing work as defined by Texas State Board of Plumbing Examiners Rules and Law is underway.

(2) Where a commercial or industrial project is under construction. The supervisor shall be not less than one supervisor per 50,000 square feet or each story above the first floor or sub-floor over 50,000 square feet and shall be on the property while any plumbing work as defined by TSBPE Rules and Law is underway.

Sec. 18-6. - Building and standards commission.

All appeals relative to the application and interpretation of the codes adopted in this chapter shall be to the Building and Standards Commission as established under the Unified Development Code, Article 3, Boards, Commissions and Committees.

Secs. 18-7—18-39. - Reserved.

ARTICLE II. - INTERNATIONAL BUILDING CODE

Sec. 18-40. - Adopted.

The International Building Code, 2018Edition is hereby adopted with the amendments as provided for in this article.

Sec. 18-41. - Amendments.

The International Building Code, 2018Edition is hereby amended as follows:

101.1 Title. These regulations shall be known as the Building Code of the City of Schertz, Texas, hereinafter referred to as "this code."

Permits.

105.2 Work exempt from permit. This section shall be amended to include additions and deletions as follows:

Building:

ADD TO EXEMPTIONS

14. Pergolas, Arbors and Trellis under 300 square feet in total size. All materials used shall be of approved fire-resistant materials where fire setbacks as defined in the IBC are required.

DELETE FROM EXEMPTIONS

2. Fences not over 7' high.

4. Retaining Walls

6. Sidewalks and Driveways

107.3.4 Design professional in responsible charge. The design professional shall be an architect or engineer legally registered under the laws of the State of Texas regulating the practice of architecture or engineering and shall affix his/her seal to said drawings, specifications and accompanying data.

113 Board of Appeals. The Board of Appeals is hereby repealed in its entirety and is replaced by the Building and Standards Commission.

202 Definitions. This section is amended to include the following non-referenced definitions:

Applicable governing body as referenced within any code adopted under this chapter shall mean the City Council of the City of Schertz

As Built Plans are plans submitted after the building is complete showing any alterations, additions or changes that have occurred after construction has begun. All alterations, additions or changes may require Building Division approval.

Service Systems are electrical, fire, mechanical, plumbing or other services not associated with structural elements.

Pergolas, Arbors, and Trellis are open un-roofed structure intended only to support vegetation or décor shadowing.

1008.3.3 Room and Spaces amended to include the following:

(5) Public restrooms equipped for handicap use shall have a minimum of one emergency fixture to provide one foot-candle of illumination throughout the restroom to the point of discharge into the exit pathway.

(6) School classrooms shall have one emergency light at or near the primary or secondary exit door(s) that shall illuminate the egress door from the classroom side of the exit.

1612.3 Insert: City of Schertz

1612.3 Insert: Guadalupe County November 2, 2007; Bexar County September 29, 2010 and Comal County September 9, 2009.

1801.2.1 Design basis. All foundations shall be designed by a Professional Engineer licensed in the State of Texas and all drawings and documentation must be signed and sealed per Texas Board of Professional Engineers rules. Design Engineers must be registered with the City of Schertz. Documentation shall include:

1. Design letter referencing soils report project numbers, date of report, and soils engineer name; specific location including lot, block and subdivision; specific design criteria including soil bearing capacity and design plasticity index or Post-Tensioning Institute parameters.

6. The engineer must provide to the City of Schertz a Letter of Final Acceptance stating that the foundation has been placed in compliance with the design prior to issuance of a Certificate of Occupancy.

1807.1(a) Foundation Walls, Retaining Walls and Embedded Posts and Poles.

Construction of a retaining wall in excess of four (4) feet in height, as measured from the bottom of the footing of the wall to the top of the wall, constructed on private property and that will not be dedicated to the City as a public improvement, as a part of the building permit application process, shall require submission to, and approval by, the building official of the City of detailed retaining wall design plans sealed by an engineer licensed to practice in the State of Texas, prior to commencing construction of such wall. Construction of such retaining wall shall also require submission to, and approval by, the building official of the City of a sealed engineering inspection report verifying the construction of the retaining wall in conformance with the retaining wall design plans in order to close out the building permit.

1207 Sound Transmission Standards for High Noise Areas. All habitable portions of structures located within the 65 dBA as shown on Exhibit A attached, shall be designed and constructed to achieve either:

1. an outside to inside noise level reduction (NLR) of at least twenty-five (25) a-weighted decibels (dBA), or

2. be built to the standards set forth in subsection 2. below.

Options for Compliance. Compliance may be demonstrated using one of the following methods:

1. Use simultaneous noise readings of instantaneous outside and inside noise levels in accordance with ASTM E 966 to ensure the structure achieves an outside to inside NLR of at least twenty-five (25) dBA; or

2. Utilize construction materials with a minimum tested or listed sound transmission class (STC) rating of forty (40), in accordance with ASTM E 90, for walls and ceilings, and with a minimum tested or listed STC rating for doors and windows as specified below, in accordance with the following construction methods:

    a. Walls. The specific exterior wall assemblies listed below shall include the interior finishes set forth therein. Exception: Exterior wall assemblies or materials that have been tested or listed with a minimum STC rating of forty (40).

        i. Brick veneer. When exterior walls are constructed using brick veneer, a minimum of one-half (1/2) inch gypsum drywall shall be applied as the interior finish, or a minimum of three and one-half (3- 1/2) inches of foam insulation shall be sprayed in as allowed by the building and fire code.

        ii. Vinyl or cement sidings. When exterior walls are constructed using vinyl or cement sidings, a minimum of five-eighths (5/8) inch gypsum drywall shall be applied as the interior finish, or a minimum of three and one-half (3-1/2) inches of foam insulation shall be sprayed in as allowed by the building and fire code.

        iii. Other assemblies and materials. All other exterior wall assemblies or materials shall have a tested or listed minimum STC rating of forty (40).

    b. Roof/Ceiling Assemblies. Roof/ceiling assemblies shall be constructed in accordance with the requirements of subsections (i) or (ii) below.

Exception: Roof/ceiling assemblies or materials that have been tested or listed with a minimum STC rating of forty (40).

i. Ceilings with unconditioned attic space shall be insulated with a minimum of one-half (1/2) inch gypsum drywall on the interior ceiling side covered with a minimum of twelve (12) inches of blown in fiberglass insulation, or a minimum of three and one-half (3-1/2) inches of spray foam insulation shall be applied to the underside of the roof deck as allowed by the building and fire code.

ii. Ceilings without attic space above shall be insulated with a minimum of five-eighths (5/8) inch gypsum drywall on the interior side filled with a minimum of nine (9) inches of fiberglass batt insulation with a one (1) inch air space between the roof sheathing and the fiberglass, or a minimum of three and one-half (3-1/2) inches of spray foam insulation shall be applied to the underside of the roof deck as allowed by the building and fire code.

c. Windows. The cavity between the wood framing and the window frame shall be insulated with fiberglass insulation or foam insulation to the depth of the window frame.

i. If the exterior windows and doors together comprise no more than thirty percent (30%) of the total exterior wall area, all windows shall have a minimum tested or listed STC rating of thirty (30).

ii. If the exterior windows and doors together comprise more than thirty percent (30%) but no more than forty percent (40%) of the total exterior wall area, all windows shall have a minimum tested or listed STC rating of thirty-two (32).

iii. If the exterior windows and doors together comprise more than forty percent (40%) of the total exterior wall area, all windows shall have a minimum tested or listed STC rating of forty (40).

d. Doors.

i. If the exterior windows and doors together comprise no more than thirty percent (30%) of the total exterior wall area, all exterior doors shall have a minimum tested or listed STC rating of thirty (30).

ii. If the exterior windows and doors together comprise more than thirty percent (30%) but no more than forty percent (40%) of the total exterior wall area, all exterior doors shall have a minimum tested or listed STC rating of thirty-two (32).

iii. If the exterior windows and doors together comprise more than forty percent (40%) of the total exterior wall area, all exterior doors shall have a minimum tested or listed STC rating of forty (40).

Exception: An exterior door may have a tested or listed STC rating of less than forty (40) when installed with a storm door which when combined, achieve a minimum tested or listed STC rating of forty (40).

e. Mechanical Systems. Mechanical ventilation systems (HVAC) shall provide minimum air circulation and fresh air requirements for various uses in occupied rooms without the need to open any windows, doors, or other openings to the exterior.

i. In-window, through-wall, or through-floor air conditioning, ventilating, or heating units may be used if:

1) the above insulation requirements for walls, ceilings, windows and doors are implemented, or

2) walls, ceilings, windows and doors have a minimum tested or listed STC rating of forty (40).

ii. Evaporative coolers may be installed if the following is implemented to reduce sound entering through the unit:

1) Insert a duct extension with at least two (2) ninety degree (90°) "elbows" between the structure and the unit.

2) Add acoustically designed "up-ducts" in the ceiling of each room to allow proper circulation of air while windows are closed.

Certification.

1. Prior to approval of final inspection or issuance of a certificate of occupancy, all project applicants shall submit to the Building Inspection Division, a signed statement certifying compliance with this section.
2. A single certification statement for multiple structures in the same development may be used as long as the structures implement the same floor plans and construction methods.

A110.7 Inspection by Engineer of Record. The Engineer of Record may conduct required inspections in-lieu-of the *building official* unless precluded by State Law. Prior to issuance of a permit, the Engineer of Record must notify in writing the *building official* which inspections he will be conducted. The *building official* may require such documentation as he deems necessary, including assigned sealed letter by the Engineer of Record indicating the construction was per the approved plans and all applicable code requirements. The *building official* may require any additional documentation as he deems necessary and may also require notice at least 24 hours prior to the inspections.

Chapter 31 Special Construction, Section 3114. Shipping Container for Approved Permanent Construction Use {Reference Acceptance Criteria for Structural Building Materials from Shipping Containers (AC462) published by the International Code Council Evaluation Service (ICC-ES) as approved in October 2018}

In order to be an acceptable material used for construction of either a business, residential or accessory building the building permit would need the following:

1. Certification for compliance with Rules for Certification of Cargo Containers and the International Convention for Safe Containers (CSC) by the American Bureau of Shipping, Bureau Veritas, or Lloyd's Registry.

2. Copies of the Container specifications and detail drawings for each shipping container manufacturer in English.

3. A copy of the quality control program inspection for seaworthiness in accordance with the International Convention for Safe Containers after removal from service as a shipping container and prior to use as a source of building materials.

4. Any modifications to the original design of the container will require a Texas Engineer's approval, designs and details to be provided.

5. The permanent foundation shall be approved by a Texas Engineer as acceptable for use as a structural support for the anticipated building design and use will be provided for permitting.

6. If manufactured as a complete assembly with electrical, plumbing and mechanical systems, a Texas Department of Licensing and Regulation Industrialized Housing and Buildings Approval Certification will be provided with the building plans.

Specific standards:

(a) Industrialized buildings must have all local permits and licenses that are applicable to other housing or buildings.

(b) For purposes of this section, industrialized housing is real property.

(c) The single-family or duplex industrialized housing structure to:

(1) have an appraised value equal to or greater than the median taxable value for each single-family dwelling located within 500 feet of the lot on which the industrialized housing is proposed to be located, as determined by the most recent certified tax appraisal roll for each county in which the properties are located; and

(2) have exterior siding, roofing, roofing pitch, foundation fascia, and fenestration compatible with the single-family dwellings located within 500 feet of the lot on which the industrialized housing is proposed to be located; and

(3) have exterior siding, roofing, roof pitch, foundation fascia, and fenestration compatible with the single-family dwellings located within 500 feet of the lot on which the industrialized housing is proposed to be located; and

(4) comply with municipal aesthetic standards, building setbacks, side and rear yard offsets, subdivision control, architectural landscaping, square footage, and other site requirements applicable to single-family dwellings; and

(5) be securely fixed to a permanent foundation.

(d) For purposes of Subsection (c), "value" means the taxable value of the industrialized housing and the lot after installation of the housing.

(e) Except as provided by Subsection (c), the City of Schertz may not adopt a regulation under this section that is more restrictive for industrialized housing than that required for a new single-family or duplex dwelling constructed on-site.

(f) This section does not:

(1) limit the authority of a municipality to adopt regulations to protect historic properties or historic districts; or

(2) affect deed restrictions.

(g) All non-residential buildings or structures shall comply with the City of Schertz Unified Development Code.

ARTICLE III. - INTERNATIONAL RESIDENTIAL CODE FOR ONE AND TWO FAMILY DWELLINGS

Sec. 18-60. - Adopted.

The International Residential Code for One and Two Family Dwellings Code, 2018 Edition is hereby adopted with the amendments as provided for in this Article.

Sec. 18-61. - Amendments.

The International Residential Code for One and Two Family Dwellings, 2018 Edition is hereby amended as follows:

R101.1 Title. Insert: City of Schertz, Texas

Permits.

R105.2 Work exempt from permit. This section shall be amended to include additions and deletions as follows:

Building:

Insert:

1. One story detached accessory structures used as tool and storage sheds, playhouses, and similar uses on the same lot as a one or two family dwelling; provided the floor area is 120 square feet or less and the structure can be moved if necessary, except where located in a flood hazard area.
    a. The foundation for a detached accessory structure, storage sheds, playhouses and similar uses, if any, will require a flatwork permit; and the location and placement of the accessory structure shall comply with Article 8 of the Schertz Unified Development Code.
    b. Areas located in floodplain hazard areas will require permits.
2. Replacement Fences on the property of a one or two family dwelling, provided they comply with the following criteria, except where located in a flood hazard area.
    a. The fence complies with all of the applicable requirements of the City of Schertz Unified Development code including but not limited to height, location and materials.
    b. The replacement fence is in the same location, the same height and of the same materials as the fence being replaced (e.g., a 6' wood privacy fence for a 6' wood privacy fence or a 4' chain link fence for a 4' chain link fence).
    c. Pergolas, Arbors and Trellis under 300 square feet in total size. All materials used shall be of approved fire-resistant materials where fire setback as defined by the IRC are required. Foundations for arbors, if any, will require a flat work permit. The arbor shall not be located in any utility easement; and shall comply with the setback requirements of Article 8 of the Schertz Unified Development Code with the exception that an arbor may be attached to the main structure.
    d. Areas located in floodplain hazard areas will require permits.

    DELETED EXEMPTION:

    3. Retaining Walls

    5. Sidewalks and driveways

    10. Decks not exceeding 200 square feet.

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R106.1 Submittal Documents.

Design professional. The design professional shall be an architect or engineer legally registered under the laws of the State of Texas regulating the practice of architecture or engineering and shall affix his/her seal to said drawings.

R109.5 Inspection by Engineer of Record. The Engineer of Record may conduct required inspections in-lieu-of the *building official* unless precluded by State Law. Prior to issuance of a permit, the Engineer of Record must notify in writing the *building official* which inspections he will be conducted. The *building official* may require such documentation as he deems necessary, including assigned sealed letter by the Engineer of Record indicating the construction was per the approved plans and all applicable code requirements. The *building official* may require any additional documentation as he deems necessary and may also require notice at least 24 hours prior to the inspections.

Exception: During emergency situations where authorized by the Authority having Jurisdiction.

R112 Board of Appeals. The Board of Appeals is hereby repealed in its entirety and is replaced by the Building and Standards Commission.

R202 Definitions. This section is amended to include the following non-reference definitions.

Applicable governing body as referenced within any code adopted under this chapter shall mean the City Council of the City of Schertz

As Built Plans are plans submitted after the building is complete showing any alterations, additions or changes that have occurred after construction has begun. All alterations, additions or changes may require Building Division approval.

Residential Arbors are defined as trellises and not as a building when less than 300 square feet in size. Arbors shall be built without a solid roof covering; used only to support vegetation; or acting as a shadow box attached or unattached to the primary or secondary structure; or free standing anchored solidly into the soil or to a permanent foundation and capable of withstanding the environmental conditions as established in the International Residential Code.

Service Systems are electrical, fire, mechanical, plumbing or other services not associated with structural elements.

Pergolas, Arbors and Trellis are open un-roofed structure intended only to support vegetation or décor shadowing.

R106.1.4 Submittal documents. All foundations shall be designed by a Professional Engineer licensed in the State of Texas and all drawings and documentation must be signed and sealed per Texas Board of Professional Engineers rules. Design Engineers must be registered with the City of Schertz. Documentation shall include:

1. Design letter referencing soils report project number, date of report, and soils engineer name; specific location including lot, block and subdivision; specific design criteria including soil bearing capacity and plasticity index or Post-Tensioning Institute parameters. The engineer shall also approve a concrete mix design with performance criteria based on soils and seasonal conditions.

5. The engineer must provide to the City of Schertz a Letter of Final Acceptance stating that the foundation has been placed in compliance with the design spedifications and requirements prior to issuance of a Certificate of Occupancy.

10. Prior to receiving a Certificate of Occupancy, a final survey indicating final grade elevations and verifying positive drainage away from the foundation must be submitted to the City.

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Exemption: The Building Official or designee may waive these requirements where the addition is 300 square feet or smaller with a load bearing roof or single story structure directly connected to this foundation.

For free standing column supports the footings shall be 12 inches in diameter, not less than 24 inches in depth below soil grade or to a weight bearing strata with a minimum of a #6 by 6 by 6 steel reinforcement cage installed one inch below the surface of the poured concrete to the one inch above the base of the footing and "belled" two inches at the base.

All other pier and beam construction shall have a footing designed not less than as allowed for highly expansive soils per the IRC and in no case shall the width of the footing be less than twelve inches with four #4 bars with #4 stirrups on twelve-inch centers. The monolithic slab shall be three- and one-half inches in depth with #6 by 6 by 6 mesh or #3 bar on 12-inch centers located in the center of the monolithic slab. No single monolithic slab shall have an area greater than 300 square feet without interior twelve inch by twelve-inch beams with four # 4 bar reinforcement one inch from the sides and one inch from the bottom of the interior beam. Stirrups are required on 12 inch centers and not less than #4 bar. Corner bars shall be installed at all intersections and at both interior and exterior corner edges of the new foundation. An engineer's approval will be required if the new foundation addition is to be connected by dowels to a post tension designed primary foundation. A minimum of 4 inches of compacted base will be required under the new monolithic slab free of any contaminating debris.

Table R301.2 (1) Climatic and Geographic Design Criteria.

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP	ICE BARRIER UNDERLAYMENT REQUIRED	FLOOD HAZARDS	AIR FREEZING INDEX	MEAN ANNUAL TEMP
	Speed (mph)	Topographic effects	Special wind region	Windborne debris zone		Weathering	Frost line depth	Termite					
5 lbs. per sq. ft.	115	NO	NO	NO	A	Negligible	12"	Very heavy	30 degrees F	NO	Yes	16 F	68.7

MANUAL J DESIGN CRITERIA							
Elevation	Latitude	Winter heating	Summer cooling	Altitude correction factor	Indoor design temperature	Design temperature cooling	Heating Temperature difference
761	20 degrees 30 minutes	31 degrees F	96 degrees F	1 (under 1,000 ft. above sea level)	70 degrees F	75 degrees F	30 degrees F
Cooling temperature difference	**Wind Velocity heating**	**Wind Velocity cooling**	**Coincident wet bulb**	**Daily range**	**Winter humidity**	**Summer humidity**	
21 degrees F	15 MPH	7 ½ MPH	74	Medium – 16 to 25 degrees F	67%	67%	

R404.4.1 Retaining Walls.

Construction of a retaining wall in excess of four (4) feet in height, as measured from the bottom of the footing of the wall to the top of the wall, constructed on private property and that will not be dedicated to the City as a public improvement, as a part of the building permit application process, shall require submission to, and approval by, the building official of the City of detailed retaining wall design plans sealed by an engineer licensed to practice in the State of Texas, prior to commencing construction of such wall. Construction of such retaining wall shall also require submission to, and approval by, the building official of the City of a sealed engineering inspection report verifying the construction of the retaining wall in conformance with the retaining wall design plans in order to close out the building permit.

R703.7.2 Exterior veneer support, R703.7.2.1 Support by steel angle, 703.7.2.2 Support by roof construction and R703.7.3 Lintels. Lintels shall be attached to the wood framing above all openings wider than 2 feet by fasteners as required by the design professional prior to a framing inspection being requested.

R807.1 Attic Access. Where attic access is required for appliance maintenance the access shall be provided by a ceiling pull down ladder capable of supporting (250) two hundred and fifty pounds and

have an opening large enough to remove the largest single section or the entire unit. If the attic is designed for storage a pull down ladder is required to the same specifications as above. .

P2503.5.1 Rough plumbing (1) Water test. Each section shall be filled with water to a point not less than 10 feet above the highest fitting connection in that section, or to the highest point in the completed system, or to 1 foot above the highest finished interior wall per floor level. Water shall be held in the section under test for a period of 15 minutes. The system shall prove leave free by visual inspection.

P2603.5.1 Sewer Depth. Insert: 12 inches
Insert: 12 inches

The following Appendixes are adopted:

Appendix A - Sizing and Capacities of Gas Piping

Appendix B - Sizing of Venting Systems Serving appliances equipped with Draft hood, Category 1 Appliances, and Appliances listed for use with Type B Vents

Appendix C - Exit Terminals of Mechanical draft and Direct-Vent Venting Systems

Appendix E - Manufactured Homes used as Dwellings

Appendix H - Patio Covers

Appendix J - Existing Buildings and Structures

Appendix K Sound Transmission

AK 101 Sound Transmission Standards for High Noise Areas

All habitable portions of structures located within the 65 dBA as shown on Exhibit A attached shall be designed and constructed to achieve either:

1. an outside to inside noise level reduction (NLR) of at least twenty-five (25) a-weighted decibels (dBA), or
2. be built to the standards set forth in subsection 2. below.

Options for Compliance. Compliance may be demonstrated using one of the following methods:

1. Use simultaneous noise readings of instantaneous outside and inside noise levels in accordance with ASTM E 966 to ensure the structure achieves an outside to inside NLR of at least twenty-five (25) dBA; or
2. Utilize construction materials with a minimum tested or listed sound transmission class (STC) rating of forty (40), in accordance with ASTM E 90, for walls and ceilings, and with a minimum tested or listed STC rating for doors and windows as specified below, in accordance with the following construction methods:
    a. Walls. The specific exterior wall assemblies listed below shall include the interior finishes set forth therein. Exception: Exterior wall assemblies or materials that have been tested or listed with a minimum STC rating of forty (40).
        i. Brick veneer. When exterior walls are constructed using brick veneer, a minimum of one-half (1/2) inch gypsum drywall shall be applied as the interior finish, or a minimum of three and one-half (3- 1/2) inches of foam insulation shall be sprayed in as allowed by the building and fire code.

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ii. Vinyl or cement sidings. When exterior walls are constructed using vinyl or cement sidings, a minimum of five-eighths (5/8) inch gypsum drywall shall be applied as the interior finish, or a minimum of three and one-half (3-1/2) inches of foam insulation shall be sprayed in as allowed by the building and fire code.

iii. Other assemblies and materials. All other exterior wall assemblies or materials shall have a tested or listed minimum STC rating of forty (40).

b. Roof/Ceiling Assemblies. Roof/ceiling assemblies shall be constructed in accordance with the requirements of subsections (i) or (ii) below.

Exception: Roof/ceiling assemblies or materials that have been tested or listed with a minimum STC rating of forty (40).

i. Ceilings with unconditioned attic space shall be insulated with a minimum of one-half (1/2) inch gypsum drywall on the interior ceiling side covered with a minimum of twelve (12) inches of blown in fiberglass insulation, or a minimum of three and one-half (3-1/2) inches of spray foam insulation shall be applied to the underside of the roof deck as allowed by the building and fire code.

ii. Ceilings without attic space above shall be insulated with a minimum of five-eighths (5/8) inch gypsum drywall on the interior side filled with a minimum of nine (9) inches of fiberglass batt insulation with a one (1) inch air space between the roof sheathing and the fiberglass, or a minimum of three and one-half (3-1/2) inches of spray foam insulation shall be applied to the underside of the roof deck as allowed by the building and fire code.

c. Windows. The cavity between the wood framing and the window frame shall be insulated with fiberglass insulation or foam insulation to the depth of the window frame.

i. If the exterior windows and doors together comprise no more than thirty percent (30%) of the total exterior wall area, all windows shall have a minimum tested or listed STC rating of thirty (30).

ii. If the exterior windows and doors together comprise more than thirty percent (30%) but no more than forty percent (40%) of the total exterior wall area, all windows shall have a minimum tested or listed STC rating of thirty-two (32).

iii. If the exterior windows and doors together comprise more than forty percent (40%) of the total exterior wall area, all windows shall have a minimum tested or listed STC rating of forty (40).

d. Doors

i. If the exterior windows and doors together comprise no more than thirty percent (30%) of the total exterior wall area, all exterior doors shall have a minimum tested or listed STC rating of thirty (30).

ii. If the exterior windows and doors together comprise more than thirty percent (30%) but no more than forty percent (40%) of the total exterior wall area, all exterior doors shall have a minimum tested or listed STC rating of thirty-two (32).

iii. If the exterior windows and doors together comprise more than forty percent (40%) of the total exterior wall area, all exterior doors shall have a minimum tested or listed STC rating of forty (40).

Exception: An exterior door may have a tested or listed STC rating of less than forty (40) when installed with a storm door which when combined, achieve a minimum tested or listed STC rating of forty (40).

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e. Mechanical Systems. Mechanical ventilation systems (HVAC) shall provide minimum air circulation and fresh air requirements for various uses in occupied rooms without the need to open any windows, doors, or other openings to the exterior.

i. In-window, through-wall, or through-floor air conditioning, ventilating, or heating units may be used if:

1) the above insulation requirements for walls, ceilings, windows and doors are implemented, or

2) Walls, ceilings, windows and doors have a minimum tested or listed STC rating of forty (40).

ii. Evaporative coolers may be installed if the following is implemented to reduce sound entering through the unit:

1) Insert a duct extension with at least two (2) ninety degree (90°) "elbows" between the structure and the unit.

2) Add acoustically designed "up-ducts" in the ceiling of each room to allow proper circulation of air while windows are closed.

Certification.

1. Prior to approval of final inspection or issuance of a certificate of occupancy, all project applicants shall submit to the Building Inspection Division, a signed statement certifying compliance with this section.
2. A single certification statement for multiple structures in the same development may be used as long as the structures implement the same floor plans and construction methods.

Part VIII - Electrical. Is deleted.

The following Appendix is adopted:

Appendix M – Home Day Care – R 3 Occupancy

Appendix P - Sizing of Water Piping System

Appendix Q – Tiny Houses

Appendix R – Light Straw-Clay Construction

Appendix S – Straw bale Construction

Appendix U - **Shipping Container for Approved Permanent Construction Use** {Reference Acceptance Criteria for Structural Building Materials from Shipping Containers (AC462) published by the International Code Council Evaluation Service (ICC-ES) as approved in October 2018}

In order to be an acceptable material used for construction of either a business, residential or accessory building the building permit would need the following:

1. Certification for compliance with Rules for Certification of Cargo Containers and the International Convention for Safe Containers (CSC) by the American Bureau of Shipping, Bureau Veritas, or Lloyd's Registry.

2. Copies of the Container specifications and detail drawings for each shipping container manufacturer in English.

3. A copy of the quality control program inspection for seaworthiness in accordance with the International Convention for Safe Containers after removal from service as a shipping container and prior to use as a source of building materials.

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4. Any modifications to the original design of the container will require a Texas Engineer's approval, designs and details to be provided.

5. The permanent foundation shall be approved by a Texas Engineer as acceptable for use as a structural support for the anticipated building design and use will be provided for permitting.

6. If manufactured as a complete assembly with electrical, plumbing and mechanical systems, a Texas Department of Licensing and Regulation Industrialized Housing and Buildings Approval Certification will be provided with the building plans.

Specific standards:

(a) Industrialized buildings must have all local permits and licenses that are applicable to other housing or buildings.

(b) For purposes of this section, industrialized housing is real property.

(c) The single-family or duplex industrialized housing structure to:

(1) have an appraised value equal to or greater than the median taxable value for each single-family dwelling located within 500 feet of the lot on which the industrialized housing is proposed to be located, as determined by the most recent certified tax appraisal roll for each county in which the properties are located; and

(2) have exterior siding, roofing, roofing pitch, foundation fascia, and fenestration compatible with the single-family dwellings located within 500 feet of the lot on which the industrialized housing is proposed to be located; and

(3) have exterior siding, roofing, roof pitch, foundation fascia, and fenestration compatible with the single-family dwellings located within 500 feet of the lot on which the industrialized housing is proposed to be located; and

(4) comply with municipal aesthetic standards, building setbacks, side and rear yard offsets, subdivision control, architectural landscaping, square footage, and other site requirements applicable to single-family dwellings; and

(5) be securely fixed to a permanent foundation.

(d) For purposes of Subsection (c), "value" means the taxable value of the industrialized housing and the lot after installation of the housing.

(e) Except as provided by Subsection (c), the City of Schertz may not adopt a regulation under this section that is more restrictive for industrialized housing than that required for a new single-family or duplex dwelling constructed on-site.

(f) This section does not:

(1) limit the authority of a municipality to adopt regulations to protect historic properties or historic districts; or

(2) affect deed restrictions.

(g) All non-residential buildings or structures shall comply with the City of Schertz Unified Development Code.

Secs. 18-62—18-79. - Reserved.

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ARTICLE IV. - NATIONAL ELECTRICAL CODE

Sec. 18-80. - Adopted.

The National Electrical Code, 2020 edition to include, revisions, amendments and corrections, published by the National Fire Protection Association (NFPA), is hereby adopted by reference as the electrical code of the City of Schertz, Texas, subject to and including such amendments as herein shall appear. The State of Texas will mandate all future code editions through the Texas Department of Licensing and Regulation (TDLR) as to the date of future adoptions.

Sec. 18-81. - Amendments.

The National Electrical Code, 2020 Edition is hereby amended as follows:

210.11 Branch Circuits Required. No more than (12) twelve duplex receptacle outlets shall be installed per circuit serving general lighting circuits.

210.52 Dwelling Unit Receptacle Outlets (B) (3) Kitchen Receptacle Requirements. No more than (4) four duplex receptacle outlets per kitchen countertop circuit.

Refrigerators, freezers, microwaves, dishwashers, garbage compactors, and washing machines shall be located on dedicated individual circuits. Such receptacle outlets shall comply with 210.8 Ground-Fault Circuit-Interrupter Protection for Personnel and 210.12 Arc-Fault Circuit-Interrupter Protection as needed. Garbage Disposals shall be permitted to be on the same circuit for a kitchen counter top circuit.

230.70 (A) (1) Readily Accessible Location – The service disconnecting means shall be installed at a readily accessible location outside of a building or structure nearest the point of entrance of or attachment to the service conductors.

230.71 Maximum Number of Disconnects. An exterior disconnecting means shall be provided at each building serviced where more than two circuits supply the structure. A shunt trip device designed to de-energize the service disconnect equipment at all load side connections, is acceptable on the exterior of the structure at a location approved by the City of Schertz as an alternative means of disconnection.

Secs. 18-82—18-99. - Reserved.

DRAFT

ARTICLE V. - INTERNATIONAL FUEL GAS CODE

Sec. 18-100. - Adopted.

The International Fuel Gas Code, 2018 Edition is hereby adopted with the amendments as provided for in this Article.

Sec. 18-101. - Amendments.

The International Fuel Gas Code, 2018 Edition is hereby amended as follows:

101.1 Title. These regulations shall be known as the Fuel Gas Code of the City of Schertz, Texas, hereinafter referred to as "this code."

109 Means of Appeal. The Board of Appeals is hereby repealed in its entirety and replaced by Building and Standards Commission

The following appendixes are adopted:

Appendix A (IFGS) - Sizing and Capacities of Gas Piping A.1 shall be altered as follows: for any gas piping system, or special appliance, or for conditions other than those covered by the tables provided in the code, such as longer runs, greater gas demands, or greater pressure drops, the size of each gas piping system shall be determined by standard engineering practices acceptable to the code official.

Appendix B (IFGS) Sizing of Venting Systems Servicing Appliances Equipped with Draft Hoods, Category 1 Appliance and Appliances Listed for Use with Type B Vents Appendix C (IFGS) Exit Terminals of Mechanical Draft and Direct-vent Venting Systems.

Secs. 18-102—18-119. - Reserved.

DRAFT

ARTICLE VI. - INTERNATIONAL MECHANICAL CODE

Sec. 18-120. - Adopted.

The International Mechanical Code, 2018 Edition is hereby adopted with the amendments as provided for in this article.

Sec. 18-121. - Amendments.

The International Mechanical Code, 2018 Edition is hereby amended as follows:

101.1 Title. These regulations shall be known as the Mechanical Code of the City of Schertz, Texas, hereinafter referred to as "this code."

109 Means of Appeal. The Board of Appeals is hereby repealed in its entirety and replaced by Building and Standards Commission.

Secs. 18-122—18-139. - Reserved.

DRAFT

ARTICLE VII. - INTERNATIONAL PLUMBING CODE

Sec. 18-140. - Adopted.

The International Plumbing Code, 2018 Edition is hereby adopted with the amendments as provided for in this article.

Sec. 18-141. - Amendments.

The International Plumbing Code, 2018 Edition is hereby amended as follows:

101.1 Title. These regulations shall be known as the International Plumbing Code of the city of Schertz, Texas hereinafter referred to as "this code."

109 Means of Appeal. The Board of Appeals is hereby repealed in its entirety and replaced by Building and Standards Commission.

305.4.1 Sewer Depth. Building sewers that connect to private disposal systems shall be not less than 12 inches below grade at the point of the septic tank connection. All building sewers shall be a minimum of 12 inches below finished grade.

311.1 Toilet Facilities for Workers. Portable toilets shall be provided for construction sites so that the path of travel to such facilities shall not exceed 500 feet. Exception: A single portable toilet may be used for small individual construction jobs when approved by the building official.

The following Appendixes are adopted:

Appendix B - Rates of Rainfall for Various Cities

Appendix D - Degree Day and Design Temperatures

Appendix E - Sizing of Water Piping System

Appendix C- Structural Safety

Secs. 18-142—18-159. - Reserved.

DRAFT

ARTICLE VIII. - INTERNATIONAL PROPERTY MAINTENANCE CODE

Sec. 18-160. - Adopted.

The International Property Maintenance Code, 2018 Edition is hereby adopted with the amendments as provided for in this article.

Sec. 18-161. - Amendments.

The International Property Maintenance Code, 2018 Edition is hereby amended as follows:

101.1 Title. These regulations shall be known as the International Property Maintenance Code of the City of Schertz, Texas, hereinafter referred to as "this code."

111 Means of Appeal. Means of Appeal is hereby repealed in its entirety.

302.4 Weeds. All premises and exterior property shall be maintained free from weeds or grass growth in excess of eight inches.

302.7 Accessory Structures. All Accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

No accessory structure shall be more than twenty (20) degrees out of vertical (using an (8) eight foot level) along any 20 feet of wall surface to obtain an accurate determination of the degrees from vertical.

Fences and walls twenty (20) degrees or more in each directional run (vertical or horizontal) shall not have more than twenty-five (25) percent of any directional run (vertical or horizontal) to be of decayed or damaged material.

The following Appendix is adopted:

Appendix A - Boarding Standard

Secs. 18-162—18-179. - Reserved.

DRAFT

ARTICLE IX. - INTERNATIONAL ENERGY CONSERVATION CODE

Sec. 18-180. - Adopted.

The International Energy Conservation Code, 2015 Edition is hereby adopted with the amendments as provided for in this article. The State of Texas will mandate all future code editions through the *Texas Comptroller's State Energy Conservation Office (SECO)* as to the date of future adoptions.

Sec. 18-181. - Amendments.

The International Energy Conservation Code, 2015 Edition is hereby amended as follows:

C101.1 Title. This code shall be known as the International Energy Conservation Code of the City of Schertz, Texas, and shall be cited as such. It is referred to herein as "this code."

C109 Board of Appeals. The Board of Appeals is hereby repealed in its entirety and replaced by the Building and Standards Commission.

Secs. 18-182—18-199. - Reserved.

DRAFT

ARTICLE X. - MANUAL OF CROSS-CONNECTION CONTROL

Sec. 18-200. - Adopted.

The Manual of Cross-Connection Control by the University of Southern California, Tenth edition published October 2009, by the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California, is hereby adopted and incorporated as the Backflow and Cross-Connection Code of the City of Schertz, Texas, subject to and including by reference as herein shall appear.

Sec. 18-201. - Amendments.

The Manual of Cross-Connection Control, Tenth Edition, October 2009 is hereby amended as follows:

Irrigation Back Flow Device Location. The residential irrigation RP or PVB shall be located immediately adjacent to the residential structure and shall be located a minimum of twelve (12) inches above the highest lawn sprinkler head. A Ground Fault Circuit Interrupter receptacle that is weather proof while in operation is recommended to be located immediately adjacent to the back flow device for the installation of a heat tape to prevent freezing. A rain sensor(s) shall be installed on all systems.

The Commercial irrigation RP and PVB or other approved back flow devices shall be protected from traffic if not located immediately adjacent to the structure and shall be located a minimum of twelve (12) inches above the highest lawn sprinkler head. A Ground Fault Circuit Interrupter receptacle that is weather proof while in operation is recommended to be located immediately adjacent to the back flow device for the installation of a heat tape to prevent freezing. Freeze protection shall be considered in all designs. A rain sensor(s) shall be installed on all systems.

Any RP or PVB located in a flood plain shall be 1 foot above the Design Flood Elevation (DFE) or designed in such a way that will prevent floodwaters from entering or accumulating within system components and to additionally ensure that floodwater does not contaminate the potable water supply system. (Ref: FEMA 348 November 1999)

Adopting the backflow and cross-connection requirements in no way shall appeal or set aside any of the requirements of the International Plumbing Code.

Secs. 18-202—18-219. - Reserved.

DRAFT

ARTICLE XI. - INTERNATIONAL SWIMMING POOL AND SPA CODE

Sec. 18-220. - Adopted.

The International Swimming Pool and Spa Code, 2018 Edition is hereby adopted with the amendments as provided for in this article. The State of Texas will mandate all future code editions through the Texas Department of State Health Services as to the date of future adoptions.

Sec. 18-221. - Amendments.

The International Swimming Pool and Spa Code, 2018 Edition is hereby amended as follows:

101.1 Title. These regulations shall be known as the International Swimming Pool and Spa Code of the City of Schertz, Texas, hereinafter referred to as "this code."

108 Means of Appeal. The Board of Appeals is hereby repealed in its entirety and replaced by Building and Standards Commission.

Secs. 18-222—18-239. - Reserved.

DRAFT

ARTICLE XII. - INTERNATIONAL EXISTING BUILDING CODE

Sec. 18-240. - Adopted.

The International Existing Building Code, 2018 Edition is hereby adopted with the amendments as provided for in this article.

Sec. 18-241. - Amendments.

The International Existing Building Code, 2018 Edition is hereby amended as follows:

101.1 Title. These regulations shall be known as the International Existing Building Code of the City of Schertz, Texas, hereinafter referred to as "this code."

112 Board of Appeals. The Board of Appeals is hereby repealed in its entirety and replaced by Building and Standards Commission.

Secs. 18-242—18-254. - Reserved.

DRAFT

ARTICLE XIII

Sec. 18-255. - Violations and penalties.

Any person, firm, corporation or agent who shall violate a provision of this chapter, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish, or move any structure, electrical, gas, mechanical or plumbing system in violation of the detailed statement or drawings submitted and permitted thereunder, shall be guilty of a misdemeanor. Such persons shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed or continued, and upon conviction of any such violation such person shall be punished by a fine of not more than $500.00 for each offense unless said violation is a violation of a regulation governing fire safety or public health and sanitation then by a fine of not more than $2,000.00 for each offense. All such violations shall be prosecuted in accordance with section 1-8 General penalty for violations of Code; continuing violations of the Schertz Municipal Code of Ordinances.

DRAFT

Chapter 18 - BUILDINGS AND BUILDING REGULATIONS

ARTICLE I. - IN GENERAL

Sec. 18-1. - Scheduling inspections.

(a) *Posting permit and plans*. Work requiring a permit shall not commence until the permit holder or his agent posts the ~~inspection card and~~permit ~~plans~~ in a conspicuous place on the premises. ~~The inspection card and plans shall be protected from the weather and located in such a position as to permit the building official or designee or assigned inspector to conveniently make the required entries thereon.~~ The permit holder shall maintain the ~~inspection card and~~ approved plans on site and make them available to the Building Official or his or her designee ~~in such position~~ until the certificate of occupancy or completion certificate is issued by the building official or his or her designee~~designee or assigned inspector~~.

~~(b) *Inspection requirements*. A 24-hour notice is required before an inspection is desired, excluding Saturdays, Sundays and holidays. To insure a 24-hour service, all inspections must be called in by 4:00 p.m. Monday through Friday and shall include the permit number, address of the inspection site, contact information of the requester, and type of inspections being requested. Any inspections requested but unable to be performed on the requested day shall be given priority on the next business day.~~

~~If a re-inspection has been called for and the second inspection revealed that the original turn down items have not been corrected in part or in whole, a 72-hour hold on the failed segment may be given before another re-inspection will be made. Each subsequent fail on the same re-inspection may be rescheduled no sooner than 72-hours which will not include weekends or holiday time periods.~~

Sec. 18-2. ~~–~~ General ~~B~~building contractors registration.

It shall be the duty of every contractor who engages in the ~~shall make contracts for the~~ construction, erection, alteration, repair, moving, demolition, installation or replacements of any building, structure, swimming pool, or sign, whether permanent or temporary, obtain all the necessary permits. Such contractor shall be registered by the City of Schertz.

(1) *Insurance required.* It shall be the duty of all contractors who practice their trade ~~craft~~ within the City of Schertz, Texas to show proof of general commercial liability insurance for claims for property damage, or bodily injury regardless of whether the claim arises from a negligence claim or on a contract claim. Coverage amount of liability insurance shall not be less than $300,000.00. ~~The insurance shall run for a concurrent term with the registration.~~

(2) *Application.* An ~~written~~ application for a contractor's registration will be submitted to the building official or his or her designee ~~or assigned inspector~~ on a form prescribed by the city along with the required initial fee. ~~and evidence of qualifications as follows:~~

~~• Required initial fee;~~

~~• Renewal fee as applicable;~~

~~• Completed application;~~

~~The building official or designee or assigned inspector, within 30 days from the receipt of the completed application, will issue the registration or give a written refusal setting out the reasons for refusal.~~

(3) *Renewal.* All renewals shall be due January 1, of each year. ~~Failure to renew within 30 days after the renewal date will require the applicant to reapply for registration at the initial fee rate.~~

(4) *Revocation.* Any registration issued under this section may be revoked by the building official or his or her designee ~~or assigned inspector~~ for failure to remedy unsatisfactory work, violations

of the chapter, failure to obtain permits, or failure to obtain proper inspections in addition to any additional penalties provided by this chapter.

(5) *Appeal.* An applicant, whose registration has been denied or revoked, may appeal to the Building and Standards Commission. ~~board of appeals within 30 days, in writing along with an established filing fee.~~

Sec. 18-3. - Electrical registration.

No person shall install, repair or remove electrical wiring or devices unless he is licensed as an electrical contractor issued by the State of Texas who employs any of the listed tradesmen as established by the Texas Department of Licensing and Regulation (TDLR). A licensed master, sign master, journeyman, sign journeyman, residential wireman, or journeyman lineman must directly supervise work done by an apprentice or sign apprentice.

Directly supervise is defined as follows:

(1) Where a single family or duplex residential structure is under construction. The supervisor shall be on the property while any electrical work as defined by TDLR Rules and Law is underway.

(2) Where a commercial or industrial project is under construction. The supervisor shall be not less than one supervisor per 50,000 square feet or each story above the first floor or sub-floor over 50,000 square feet and shall be on the property while any electrical work as defined by TDLR Rules and Law is underway.

~~A master, sign master, journeyman, sign journeyman, residential wireman, or journeyman lineman electrician may supervise not more than eight apprentice electricians for commercial construction and not more than four apprentice electricians for residential construction.~~

Exception:

(1) A registration is not required of a homeowner who is doing electrical work on his own home. The homeowner may receive help from others to do such work, provided that the principal occupation of the person giving help is not that of an electrical contractor or electrician.

(2) A registration is not required of a person who is hired as a full-time employee to perform normal maintenance excluding alterations and additions of electrical systems in commercial establishments, provided that the person does not work as an electrician or electrical contractor for the general public.

Renewal. All renewals shall be due January 1, of each year. ~~Failure to renew within 180 days after the renewal date will require the applicant to reapply for registration at the initial fee rate.~~

~~*Revocation.* Any registration issued under this section may be revoked by the building official or designee or assigned inspector for failure to remedy non-code compliant work, violation of the electrical code, failure to obtain a permit or failure to obtain proper inspections in addition to any additional penalties provided by this chapter. A complaint shall also be filed with the TDLR by the building official or designee or assigned inspector.~~

~~*Insurance required.* It shall be the duty of all electrical contractors who practice their craft within the City of Schertz, Texas to show proof of general liability insurance for claims for property damage, or bodily injury regardless of whether the claim arises from a negligence claim or on a contract claim. Coverage amount of liability insurance shall not be less than the amount mandated by the Texas Department of Licensing and Regulation Administrative Code Chapter 73.40 Insurance Requirements.~~

~~(1) Electrical contractors, electrical sign contractors, and residential appliance installation contractors are required to maintain at least the minimum general liability insurance coverage at all times to satisfy proof of financial responsibility.~~

~~a. The insurance must be at least $300,000.00 per occurrence (combined for property damage and bodily injury);~~

b. Be at least $600,000.00 aggregate (total amount the policy will pay for property damage and bodily injury coverage); and

c. Be at least $300,000.00 aggregate for products and completed operations.

(2) A license applicant or licensee shall file with TDLR a completed certificate of insurance or other evidence satisfactory to the department when applying for initial and renewal licenses and upon request of the department.

(3) Proof of the required general liability and workers' compensation insurance can be submitted on an industry standard certificate of insurance form with a 30-day cancellation notice. Workers' compensation coverage may be established by a certificate of authority to self-insure, or an applicant may state that it has elected not to obtain workers' compensation coverage.

(4) A licensed contractor shall furnish the name of the insurance carrier, policy number, name, address, and telephone number of the insurance agent with whom the contractor is insured to any customer who requests it.

(5) Insurance must be obtained from an admitted company or an eligible surplus lines carrier, as defined in the Texas Insurance Code, Chapter 981, or other insurance companies that are rated by A.M. Best Company as B+ or higher.

Sec. 18-4. - Mechanical registration.

It shall be the duty of all mechanical contractors who practice their trade craft within the City of Schertz, Texas to show proof of state license and insurance as required by the Department of Licensing and Regulation (TDLR), as referenced in Texas State Law, Article 8861, TDLE ACR 75.11/v.I/93.

Insurance required. It shall be the duty of all Mechanical contractors who practice their craft within the City of Schertz, Texas to show proof of general liability insurance for claims for property damage, or bodily injury regardless of whether the claim arises from a negligence claim or on a contract claim. Coverage amount of liability insurance shall not be less than the amount mandated by the TDLR Administrative Code Chapter 75.40 Contractor Insurance Requirements.

(1) Class A licensees must maintain commercial general liability insurance at all times during a license period:

a. Of at least $300,000.00 per occurrence (combined for property damage and bodily injury);

b. Of at least $600,000.00 aggregate (total amount the policy will pay for property damage and bodily injury coverage); and

c. Of at least $300,000.00 aggregate for products and completed operations.

(2) Class B licensees must maintain commercial liability insurance at all times during a license period:

a. Of at least $100,000.00 per occurrence (combined for property damage and bodily injury);

b. Of at least $200,000.00 aggregate (total amount the policy will pay for property damage and bodily injury coverage); and

c. Of at least $100,000.00 aggregate for products and completed operations.

(3) Insurance must be obtained from an insurance provider authorized to sell liability insurance in Texas pursuant to the Texas Insurance Code.

(4) A license applicant or licensee must file with TDLR a completed certificate of insurance or other evidence satisfactory to TDLR when applying for an initial license, changing a business name or affiliation, and upon request of TDLR.

(5) Requests to waive the insurance requirements because the license holder does not contract with the public must:

a. Be submitted in writing to TDLR; and

b. Contain a detailed explanation of the conditions under which the waiver is requested.

(6) A licensee who has received a waiver of insurance cannot perform or offer to perform air conditioning and refrigeration contracting under his license with the general public.

(7) A licensee or an air conditioning and refrigeration contracting company must furnish the name of the insurance carrier, policy number, name, address, and telephone number of the insurance agent with whom the licensee or company is insured to any customer who requests it.

Sec. 18-5. - Plumbing registration.

It shall be the duty of all plumbing contractors who practice their trade craft within the City of Schertz, Texas to show proof of state license and insurance as required by the Texas State Board of Plumbing Examiners. in accordance with, Vernon's Civil Statues, Article 6243-101. A registered master plumber, master plumber, journeyman, residential utilities installer, drain cleaner or tradesman plumber are to directly supervise as defined below where compliant with the TSBPE rules and laws.

Plumbing supervision:

A master, journey man, residential utilities installer, drain cleaner or tradesman plumber may directly supervise not more than eight apprentice plumbers for commercial construction and not more than four apprentice plumbers for residential.

Directly supervise is defined as follows:

(1) Where a single family or duplex residential structure is under construction. The supervisor shall be on the property while any plumbing work as defined by Texas State Board of Plumbing Examiners Rules and Law is underway.

(2) Where a commercial or industrial project is under construction. The supervisor shall be not less than one supervisor per 50,000 square feet or each story above the first floor or sub-floor over 50,000 square feet and shall be on the property while any plumbing work as defined by TSBPE Rules and Law is underway.

Insurance required. It shall be the duty of all plumbing contractors who practice their craft within the City of Schertz, Texas to show proof of general liability insurance for claims for property damage, or bodily injury regardless of whether the claim arises from a negligence claim or on a contract claim. Coverage amount of liability insurance shall not be less than the amount mandated by the Texas Board of Plumbing Examiners Board Rules, Section 367.3 Requirements for Plumbing Companies, Responsible Master Plumbers (RMP); Certificate of Insurance.

(1) The certificate of insurance must:

a. Be written by a company licensed to do business in this state;

b. Provide for commercial general liability insurance for the RMP for claims for property damage or bodily injury, regardless of whether the claim arises from a negligence claim or on a contract claim an d shall include all types of plumbing that will be performed under the RMP' s license, including, but not limited to:

1. Liquefied petroleum gas (LPG) plumbing;

2. Medical gas plumbing; and

3. Multipurpose residential fire protection sprinkler systems; and

c. Be in a coverage amount of not less than $300,000.00 for all claims arising in any one-year period;

d. State the name and license number of the master plumber for whom the coverage is provided;

e. State the name of the plumbing company for which the master plumber is acting as the RMP.

1. Insurance coverage specified in part (a) of this subsection, shall be maintained at all times during which a master plumber acts as a RMP.

2. The certificate of insurance form expires on the date that the insurance coverage, specified in section (a) of this subsection, expires.

3. The RMP shall furnish the TSBPE with a completed certificate of insurance form not later than ten days after the expiration on the previously furnished certificate of insurance form.

Sec. 18-6. - Building and standards commission.

All appeals relative to the application and interpretation of the codes adopted in this chapter shall be to the Building and Standards Commission as established under the Unified Development Code, Article 3, Boards, Commissions and Committees.

Secs. 18-7—18-39. - Reserved.

ARTICLE II. - INTERNATIONAL BUILDING CODE

Sec. 18-40. - Adopted.

The International Building Code, 2012 2018 Edition is hereby adopted with the amendments as provided for in this article.

Sec. 18-41. - Amendments.

The International Building Code, 2012 2018 Edition is hereby amended as follows:

101.1 Title. These regulations shall be known as the Building Code of the City of Schertz, Texas, hereinafter referred to as "this code."

Permits.

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following: This section shall be amended to include additions and deletions as follows:

Building:

1. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed two to one.

2. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

3. Temporary motion picture, television and theater stage sets and scenery.

4. Shade cloth structures constructed for nursery or agricultural purposes, but not including service systems.

5. Swings and other temporary playground equipment accessory to one and two-family dwellings.

6. Window awnings supported by an exterior wall of R-3 - One and Two Family Dwellings as applicable in Section 101.2 and Group U occupancies of the International Building Code 2012 as defined in Chapter 3 - Use and Occupancy Classification.

7. Movable cases, countertops and partition not over (5) five feet (9) nine inches in height.

ADD TO EXEMPTIONS

14. Pergolas, Arbors and Trellis under 300 square feet in total size. All materials used shall be of approved fire-resistant materials where fire setbacks as defined in the IBC are required.

DELETE FROM EXEMPTIONS

2. Fences not over 7' high.

4. Retaining Walls

6. Sidewalks and Driveways

~~**Electrical**~~:

1. ~~Normal maintenance work, such as replacement of lamps, sockets, fuses, drop cords, snap switches, or other similar minor repairs as may be permitted by the building official or designee or assigned inspector;~~
2. ~~Connection of portable electrical equipment to suitable existing permanently installed receptacles.~~
3. ~~Replacement of a motor of the same horsepower and rating and installation of pressure devices and similar controls, when the electrical supply for the same has been properly installed by a licensed electrician.~~
4. ~~The provisions of this chapter shall not apply to electrical equipment used for radio and television transmission, but does apply to equipment and wiring for power supply and the installations of towers and antennas.~~

~~**Gas**~~:

1. ~~Portable heating appliance.~~
2. ~~Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.~~

~~**Mechanical**~~:

1. ~~Portable heating appliance;~~
2. ~~Portable ventilation equipment;~~
3. ~~Portable cooling unit;~~
4. ~~Steam, hot or chilled water piping within any heating or cooling equipment regulated by this chapter;~~
5. ~~Replacement of any part which does not alter its approval or make it unsafe;~~
6. ~~Portable evaporative cooler;~~
7. ~~Self-contained refrigeration system containing ten pounds or less of refrigerant and actuated by motors of one horsepower or less.~~

~~**Plumbing**~~:

1. ~~The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drain-pipe, water, soil, waste or vent pipe becomes defective and becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this chapter.~~

2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such involve or require the replacement or rearrangement of valves, pipes or fixtures.

105.3.1 Action on Application.

Ref: Texas Local Government Code Section 214.904 Time for Issuance of Municipal Building Permit.

1. This section applies only to a permit required by a municipality to erect or improve a building or other structure in the municipality.
2. Not later than the 45th calendar day after the date an application for a permit is submitted the municipality must;
   a. grant or deny the permit
   b. provide written notice to the applicant stating the reasons why the municipality has been unable to grant or deny the permit application: or
   c. reach a written agreement with the applicant providing for a deadline for granting or denying the permit.
3. For a permit application for which notice is provided under Subsection (2)(b), the municipality may grant or deny the permit not later than the 30th day after the date the notice is received.
4. If a municipality fails to grant or deny a permit application in the time required by Subsection (3) or by an agreement under Subsection (2)(c), the municipality:
   a. may not collect any permit fees associated with the application; and
   b. shall refund to the applicant any permit fees associated with the application that have been collected.

Public right-of-way, alleys and easements. A permit shall not be given by the building official or designee or assigned inspector for the construction of any building or structure, or alteration of any building or structure that will encroach upon any right-of-way, alley, or utility or drainage easement.

107.3.4 Design professional in responsible charge. The design professional shall be an architect or engineer legally registered under the laws of the State of Texas regulating the practice of architecture or engineering and shall affix his/her seal to said drawings, specifications and accompanying data., for the following:

1. All group A, E and I occupancies as defined in the IBC, Chapter 3.

The City of Schertz Building Inspection Division may send plans to an accredited third-party review service at the City of Schertz's discretion to expedite the plan review process.

109.2 Fees. Provide a copy of the contract or proposal signed by both the contractor and the person responsible for the property that the construction will occur on when requested by the Building Inspections Division to verify the value of the work for miscellaneous activities such as remodeling, re-roofing, and foundations.

111.1 Use and Occupancy. New Certificate of Occupancy for Existing Structures. A certificate of occupancy is required of all commercial or industrial establishments and must be applied for prior to occupancy of the space. A new certificate is required if a business is relocated, ownership is changed, occupancy use and classification is changed or the name of a business is changed. Certificates of Occupancy are not transferable.

~~The building official or designee or assigned inspector along with any other city staff required, shall inspect the building or structure and finding no violations of the provisions of this code or other laws that are enforced by the Departments of Development Services, Engineering, Fire, Parks or Health and all applicable fees are paid, a certificate of occupancy shall be issued.~~

~~**111.2. Certificate of Occupancy Issued**. After the building official or designee or assigned inspector inspects a building or structure and finds no violations of the provisions of this chapter or other laws that are enforced by this department, the building official or designee or assigned inspector shall issue a certificate of occupancy that shall contain the following:~~

1. ~~The building permit number;~~
2. ~~The address of the structure;~~
3. ~~The name and address of the owner;~~
4. ~~A description of that portion of the structure for which the certification is issued based on approved City of Schertz Zoning determination.~~
5. ~~The name of the building official or designee or assigned inspector;~~
6. ~~Edition of the code under which the permit was issued;~~
7. ~~The classification of use and occupancy in accordance with the provisions of Chapter 3 of International Building Code;~~
8. ~~Type of construction as defined in Chapter 6 of the International Building Code;~~
9. ~~The design occupant load;~~
10. ~~If an automatic sprinkler system is required or not;~~
11. ~~Any special stipulations or condition for occupancy.~~
12. ~~The Zoning District in which the occupancy is located.~~

113 Board of Appeals. The Board of Appeals is hereby repealed in its entirety and is replaced by the Building and Standards Commission.

202 Definitions. This section is amended to include the following non-referenced definitions:

Applicable governing body as referenced within any code adopted under this chapter shall mean the City Council of the City of Schertz

As Built Plans are plans submitted after the building is complete showing any alterations, additions or changes that have occurred after construction has begun. All alterations, additions or changes may require Building Division approval.

Service Systems are electrical, fire, mechanical, plumbing or other services not associated with structural elements.

Pergolas, Arbors, and Trellis are open un-roofed structure intended only to support vegetation or décor shadowing.

~~**508.4.4 Separation. Individual occupancies shall be separated from adjacent occupancies in accordance with Table 508.4 but in no case shall the fire barrier be less than (1) one hour where permitted with or without an automatic sprinkler system.**~~

1008.3.3 Room and Spaces amended to include the following:

(5) Public restrooms equipped for handicap use shall have a minimum of one emergency fixture to provide one foot-candle of illumination throughout the restroom to the point of discharge into the exit pathway.

(6) School classrooms shall have one emergency light at or near the primary or secondary exit door(s) that shall illuminate the egress door from the classroom side of the exit.

1612.3 Insert: City of Schertz

1612.3 Insert: Guadalupe County November 2, 2007; Bexar County September 29, 2010 and Comal County September 9, 2009.

1801.2.1 Design basis. All foundations shall be designed by a Professional Engineer licensed in the State of Texas and all drawings and documentation must be signed and sealed per Texas Board of Professional Engineers rules. Design Engineers must be registered with the City of Schertz. Documentation shall include:

1. Design letter referencing soils report project numbers, date of report, and soils engineer name; specific location including lot, block and subdivision; specific design criteria including soil bearing capacity and design plasticity index or Post-Tensioning Institute parameters. ~~The engineer shall also approve a concrete mix design with performance criteria based on soils and seasonal conditions.~~

~~2. Signed and sealed drawings clearly indicating the strand and reinforcement placement, pier size, depth, location, and reinforcing, beam size and location, and any special details. Design calculations must be included.~~

~~3. A representative of the design engineer must perform a pre-pour inspection and provide the City of Schertz with a signed and sealed document stating that the foundation has been inspected and approved. This inspection must take place prior to requesting a foundation inspection from the City of Schertz. A representative of the design engineer shall be present during placement of concrete to verify concrete mix design and seasonal conditions during placement, and to verify tensioning and elongation of cables if it is a post-tensioned foundation.~~

~~5. A letter from an engineer or surveyor indicating that rough grading of the lot occurred immediately after form removal, or after final tendon stressing if a Post-Tensioned slab, to maintain drainage away from foundation during the construction process shall be provided~~

6. The engineer must provide to the City of Schertz a Letter of Final Acceptance stating that the foundation has been placed in compliance with the design prior to issuance of a Certificate of Occupancy.

~~7. Prior to issuance of a Certificate of Occupancy, the engineer shall provide a letter indicating that a strength test was performed on the batch of concrete and the results of the concrete strength test were consistent with the acceptable range specified in the foundation design. Copies of relevant logs or test results from the concrete manufacturer shall also be provided.~~

~~8. After foundation construction, but prior to commencement of framing, the owner or applicant shall provide the building official of the City with a sealed certification from an engineer licensed to practice in the State of Texas and registered with the City of Schertz that the concrete has adequately cured to allow for framing of the first floor only to occur. Prior to placing any additional load on the slab the owner or applicant shall provide the building official of the City with a sealed certification from an engineer licensed to practice in the State of Texas that the concrete has adequately cured to allow an additional load to be placed on the slab, including framing above the first floor. In no event shall this be less than 3 days after completion of concrete placement.~~

~~9. If the foundation is a post-tensioned foundation, a letter shall be provided to the City that the foundation was designed after the engineer's consideration of (a) the Post-Tensioning Institute's Construction and Maintenance Manual for Post-Tensioned Slab-on-Ground Foundations, 3d Edition; (b) the Post-Tensioning Institute's Design of Post- Tensioned Slabs on Ground, 3d Edition with 2008 Supplement; and soil test conducted for the lot.~~

10. Post-Tensioned foundations must be inspected by a Post-Tensioning Institute (PTI) Slab-on-Ground Installer-Stressor or Level 1 or 2 Unbonded PT Inspector prior to placing a load on the slab or commencement of framing. Additionally, the Inspector must provide foundation design drawings, shipping lists, material certifications, jack certifications, stressing records, and concrete placement records (as described in the Post-Tensioning Institute's Construction and Maintenance Manual for Post-Tensioned Slab-on-Ground Foundations, 3d Edition) to the City.

1803.1.1 General. Notwithstanding the foregoing, prior to issuance of a building permit, the owner or applicant shall provide to the building official for the City a soil test (geotechnical investigation) for the lot signed, sealed, and made by a geotechnical engineer licensed to practice in the State of Texas. The soil test shall contain design recommendations. The soil test shall be conducted within the area where the building foundation is to be located and the owner shall provide a survey of the lot to the City indicating the location of the soil test. Such soil test report shall be referenced on the building permit application along with a signed and sealed statement from an engineer licensed to practice in the State of Texas that the foundation(s) on the lot was/were designed in consideration of the results shown in the soil test report for that lot. The owner(s) of the property shall provide a letter stating that no cut or fill was done subsequent to the soil test being conducted.

1807.1(a) Foundation Walls, Retaining Walls and Embedded Posts and Poles. Construction of a retaining wall in excess of four (4) feet in height, as measured from the bottom of the footing of the wall to the top of the wall, constructed on public property or to be dedicated to the City as a public improvement, as a part of the overall subdivision civil plans and the Development Permit application process, shall require submission to, and approval by, the City Engineer of the City of detailed retaining wall design plans sealed by an engineer licensed to practice in the State of Texas, prior to commencing construction of such wall. Construction of such retaining wall shall also require submission to, and approval by, the City Engineer of the City of a sealed engineering inspection report verifying the construction of the retaining wall in conformance with the retaining wall design plans in order to close out the Development Permit.

Construction of a retaining wall in excess of four (4) feet in height, as measured from the bottom of the footing of the wall to the top of the wall, constructed on private property and that will not be dedicated to the City as a public improvement, as a part of the building permit application process, shall require submission to, and approval by, the building official of the City of detailed retaining wall design plans sealed by an engineer licensed to practice in the State of Texas, prior to commencing construction of such wall. Construction of such retaining wall shall also require submission to, and approval by, the building official of the City of a sealed engineering inspection report verifying the construction of the retaining wall in conformance with the retaining wall design plans in order to close out the building permit.

On lots with a retaining wall in excess of four (4) feet in height, as measured from the bottom of the footing to the top of the wall, in addition to the designated rear and side yard setbacks, a maintenance and access easement for the benefit of the adjacent property owners and the City on either side of the retaining wall, as necessitated by the design of the retaining wall and in accordance with the signed and sealed engineering plans, shall be required for retaining wall maintenance and to prevent any incursion into fill material. The required area of the easement shall vary according to the retaining wall design and adjacent property access and shall, at a minimum, include all of the fill area. Any incursion into a retaining wall fill for maintenance and construction of utilities shall require the submission to, and approval by, the building official of the City of detailed design plans, sealed by an engineer licensed to practice in the State of Texas, prior to commencing construction on such incursion. All other incursions are prohibited."

PTI Level 1 or 2 Unbonded PT Inspector is a certified individual meeting the requirements of the IBC 2012, Section 1704 Special Inspections, Contractor Responsibility and Structural Observations, Table 1705.3 Required Verification and Inspection of Concrete Construction.

1207 Sound Transmission Standards for High Noise Areas. All habitable portions of structures located within the 65 dBA as shown on Exhibit A attached, shall be designed and constructed to achieve either:

1. an outside to inside noise level reduction (NLR) of at least twenty-five (25) a-weighted decibels (dBA), or
2. be built to the standards set forth in subsection 2. below.

Options for Compliance. Compliance may be demonstrated using one of the following methods:

1. Use simultaneous noise readings of instantaneous outside and inside noise levels in accordance with ASTM E 966 to ensure the structure achieves an outside to inside NLR of at least twenty-five (25) dBA; or
2. Utilize construction materials with a minimum tested or listed sound transmission class (STC) rating of forty (40), in accordance with ASTM E 90, for walls and ceilings, and with a minimum tested or listed STC rating for doors and windows as specified below, in accordance with the following construction methods:

    a. Walls. The specific exterior wall assemblies listed below shall include the interior finishes set forth therein. Exception: Exterior wall assemblies or materials that have been tested or listed with a minimum STC rating of forty (40).

        i. Brick veneer. When exterior walls are constructed using brick veneer, a minimum of one-half (1/2) inch gypsum drywall shall be applied as the interior finish, or a minimum of three and one-half (3- 1/2) inches of foam insulation shall be sprayed in as allowed by the building and fire code.

        ii. Vinyl or cement sidings. When exterior walls are constructed using vinyl or cement sidings, a minimum of five-eighths (5/8) inch gypsum drywall shall be applied as the interior finish, or a minimum of three and one-half (3-1/2) inches of foam insulation shall be sprayed in as allowed by the building and fire code.

        iii. Other assemblies and materials. All other exterior wall assemblies or materials shall have a tested or listed minimum STC rating of forty (40).

    b. Roof/Ceiling Assemblies. Roof/ceiling assemblies shall be constructed in accordance with the requirements of subsections (i) or (ii) below.

    Exception: Roof/ceiling assemblies or materials that have been tested or listed with a minimum STC rating of forty (40).

        i. Ceilings with unconditioned attic space shall be insulated with a minimum of one-half (1/2) inch gypsum drywall on the interior ceiling side covered with a minimum of twelve (12) inches of blown in fiberglass insulation, or a minimum of three and one-half (3-1/2) inches of spray foam insulation shall be applied to the underside of the roof deck as allowed by the building and fire code.

        ii. Ceilings without attic space above shall be insulated with a minimum of five-eighths (5/8) inch gypsum drywall on the interior side filled with a minimum of nine (9) inches of fiberglass batt insulation with a one (1) inch air space between the roof sheathing and the fiberglass, or a minimum of three and one-half (3-1/2) inches of spray foam insulation shall be applied to the underside of the roof deck as allowed by the building and fire code.

    c. Windows. The cavity between the wood framing and the window frame shall be insulated with fiberglass insulation or foam insulation to the depth of the window frame.

i. If the exterior windows and doors together comprise no more than thirty percent (30%) of the total exterior wall area, all windows shall have a minimum tested or listed STC rating of thirty (30).

ii. If the exterior windows and doors together comprise more than thirty percent (30%) but no more than forty percent (40%) of the total exterior wall area, all windows shall have a minimum tested or listed STC rating of thirty-two (32).

iii. If the exterior windows and doors together comprise more than forty percent (40%) of the total exterior wall area, all windows shall have a minimum tested or listed STC rating of forty (40).

d. Doors.

i. If the exterior windows and doors together comprise no more than thirty percent (30%) of the total exterior wall area, all exterior doors shall have a minimum tested or listed STC rating of thirty (30).

ii. If the exterior windows and doors together comprise more than thirty percent (30%) but no more than forty percent (40%) of the total exterior wall area, all exterior doors shall have a minimum tested or listed STC rating of thirty-two (32).

iii. If the exterior windows and doors together comprise more than forty percent (40%) of the total exterior wall area, all exterior doors shall have a minimum tested or listed STC rating of forty (40).

Exception: An exterior door may have a tested or listed STC rating of less than forty (40) when installed with a storm door which when combined, achieve a minimum tested or listed STC rating of forty (40).

e. Mechanical Systems. Mechanical ventilation systems (HVAC) shall provide minimum air circulation and fresh air requirements for various uses in occupied rooms without the need to open any windows, doors, or other openings to the exterior.

i. In-window, through-wall, or through-floor air conditioning, ventilating, or heating units may be used if:

1) the above insulation requirements for walls, ceilings, windows and doors are implemented, or

2) walls, ceilings, windows and doors have a minimum tested or listed STC rating of forty (40).

ii. Evaporative coolers may be installed if the following is implemented to reduce sound entering through the unit:

1) Insert a duct extension with at least two (2) ninety degree (90°) "elbows" between the structure and the unit.

2) Add acoustically designed "up-ducts" in the ceiling of each room to allow proper circulation of air while windows are closed.

Certification.

1. Prior to approval of final inspection or issuance of a certificate of occupancy, all project applicants shall submit to the Building Inspection Division, a signed statement certifying compliance with this section. ~~from an accredited third party testing agency if sound attenuation is achieved per Section 1207.1. Options for Compliance or by a letter from the builder if sound attenuation is achieved per Section 1207.2. Options for Compliance.~~

2. A single certification statement for multiple structures in the same development may be used as long as the structures implement the same floor plans and construction methods.

~~Definition: Accredited is defined as certified through the National Voluntary Laboratory Accreditation Program (NVLAP).~~

A110.7 Inspection by Engineer of Record. The Engineer of Record may conduct required inspections in-lieu-of the *building official* unless precluded by State Law. Prior to issuance of a permit, the Engineer of Record must notify in writing the *building official* which inspections he will be conducted. The *building official* may require such documentation as he deems necessary, including assigned sealed letter by the Engineer of Record indicating the construction was per the approved plans and all applicable code requirements. The *building official* may require any additional documentation as he deems necessary and may also require notice at least 24 hours prior to the inspections.

Chapter 31 Special Construction, Section 3114. Shipping Container for Approved Permanent Construction Use {Reference Acceptance Criteria for Structural Building Materials from Shipping Containers (AC462) published by the International Code Council Evaluation Service (ICC-ES) as approved in October 2018}

In order to be an acceptable material used for construction of either a business, residential or accessory building the building permit would need the following:

1. Certification for compliance with Rules for Certification of Cargo Containers and the International Convention for Safe Containers (CSC) by the American Bureau of Shipping, Bureau Veritas, or Lloyd's Registry.

2. Copies of the Container specifications and detail drawings for each shipping container manufacturer in English.

3. A copy of the quality control program inspection for seaworthiness in accordance with the International Convention for Safe Containers after removal from service as a shipping container and prior to use as a source of building materials.

4. Any modifications to the original design of the container will require a Texas Engineer's approval, designs and details to be provided.

5. The permanent foundation shall be approved by a Texas Engineer as acceptable for use as a structural support for the anticipated building design and use will be provided for permitting.

6. If manufactured as a complete assembly with electrical, plumbing and mechanical systems, a Texas Department of Licensing and Regulation Industrialized Housing and Buildings Approval Certification will be provided with the building plans.

Specific standards:

(a) Industrialized buildings must have all local permits and licenses that are applicable to other housing or buildings.

(b) For purposes of this section, industrialized housing is real property.

(c) The single-family or duplex industrialized housing structure to:

(1) have an appraised value equal to or greater than the median taxable value for each single-family dwelling located within 500 feet of the lot on which the industrialized housing is proposed to be located, as determined by the most recent certified tax appraisal roll for each county in which the properties are located; and

(2) have exterior siding, roofing, roofing pitch, foundation fascia, and fenestration compatible with the single-family dwellings located within 500 feet of the lot on which the industrialized housing is proposed to be located; and

(3) have exterior siding, roofing, roof pitch, foundation fascia, and fenestration compatible with the single-family dwellings located within 500 feet of the lot on which the industrialized housing is proposed to be located; and

(4) comply with municipal aesthetic standards, building setbacks, side and rear yard offsets, subdivision control, architectural landscaping, square footage, and other site requirements applicable to single-family dwellings; and

(5) be securely fixed to a permanent foundation.

(d) For purposes of Subsection (c), "value" means the taxable value of the industrialized housing and the lot after installation of the housing.

(e) Except as provided by Subsection (c), the City of Schertz may not adopt a regulation under this section that is more restrictive for industrialized housing than that required for a new single-family or duplex dwelling constructed on-site.

(f) This section does not:

(1) limit the authority of a municipality to adopt regulations to protect historic properties or historic districts; or

(2) affect deed restrictions.

(g) All non-residential buildings or structures shall comply with the City of Schertz Unified Development Code.

ARTICLE III. - INTERNATIONAL RESIDENTIAL CODE FOR ONE AND TWO FAMILY DWELLINGS

Sec. 18-60. - Adopted.

The International Residential Code for One and Two Family Dwellings Code, ~~2012~~ 2018 Edition is hereby adopted with the amendments as provided for in this Article.

Sec. 18-61. - Amendments.

The International Residential Code for One and Two Family Dwellings, ~~2012~~ 2018 Edition is hereby amended as follows:

R101.1 Title. ~~These provisions shall be known as the Residential Code for One-and Two-family Dwellings of the~~ Insert: City of Schertz, Texas~~, and shall be cited as such and will be referred to herein as "this code."~~

Permits.

R105.2 Work exempt from permit. ~~Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:~~ This section shall be amended to include additions and deletions as follows:

Building:

Insert:

~~1. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed two to one.~~

~~2. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.~~

~~3. Temporary motion picture, television and theater stage sets and scenery.~~

~~4. Shade cloth structures constructed for nursery or agricultural purposes, but not including service systems.~~

~~5. Swings and other temporary playground equipment accessory to one and two-family dwellings.~~

~~6. Window awnings supported by an exterior wall of R-3 - One and Two Family Dwellings as applicable in Section 101.2 and Group U occupancies of the International Building Code 2012 as defined in Chapter 3 - Use and Occupancy Classification. Movable cases, countertops and partition not over (5) five feet (9) nine inches in height.~~

1~~7~~. One story detached accessory structures used as tool and storage sheds, playhouses, and similar uses on the same lot as a one or two family dwelling; provided the floor area is 120 square feet or less and the structure can be moved if necessary, except where located in a flood hazard area.

a. The foundation for a detached accessory structure, storage sheds, playhouses and similar uses, if any, will require a flatwork permit; and the location and placement of the accessory structure shall comply with Article 8 of the Schertz Unified Development Code.

b. Areas located in floodplain hazard areas will require permits.

2~~8~~. Replacement Fences on the property of a one or two family dwelling, provided they comply with the following criteria, except where located in a flood hazard area.

a. The fence complies with all of the applicable requirements of the City of Schertz Unified Development code including but not limited to height, location and materials.

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b. The replacement fence is in the same location, the same height and of the same materials as the fence being replaced (e.g., a 6' wood privacy fence for a 6' wood privacy fence or a 4' chain link fence for a 4' chain link fence).

c. Pergolas, Arbors and Trellis under 300 square feet in total size. All materials used shall be of approved fire-resistant materials where fire setback as defined by the IRC are required. Foundations for arbors, if any, will require a flat work permit. The arbor shall not be located in any utility easement; and shall comply with the setback requirements of Article 8 of the Schertz Unified Development Code with the exception that an arbor may be attached to the main structure.

d. Areas located in floodplain hazard areas will require permits.

DELETED EXEMPTION:

3. Retaining Walls

5. Sidewalks and driveways

10. Decks not exceeding 200 square feet.

~~**Electrical**~~:

1. ~~Normal maintenance work, such as replacement of lamps, sockets, fuses, drop cords, snap switches, or other similar minor repairs as may be permitted by the building official or designee or assigned inspector;~~
2. ~~Connection of portable electrical equipment to suitable existing permanently installed receptacles.~~
3. ~~Replacement of a motor of the same horsepower and rating and installation of pressure devices and similar controls, when the electrical supply for the same has been properly installed by a licensed electrician.~~
4. ~~The provisions of this chapter shall not apply to electrical equipment used for radio and television transmission, but does apply to equipment and wiring for power supply and the installations of towers and antennas.~~

~~**Gas**~~:

1. ~~Portable heating appliance.~~
2. ~~Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.~~

~~**Mechanical**~~:

1. ~~Portable heating appliance;~~
2. ~~Portable ventilation equipment;~~
3. ~~Portable cooling unit;~~
4. ~~Steam, hot or chilled water piping within any heating or cooling equipment regulated by this chapter;~~
5. ~~Replacement of any part which does not alter its approval or make it unsafe;~~
6. ~~Portable evaporative cooler;~~
7. ~~Self-contained refrigeration system containing ten pounds or less of refrigerant and actuated by motors of one horsepower or less.~~

~~**Plumbing**~~:

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1. The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drain-pipe, water, soil, waste or vent pipe becomes defective and becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this chapter.

2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such involve or require the replacement or rearrangement of valves, pipes or fixtures.

R105.3.1 Action on Application.

Ref: Texas Local Government Code Section 214.904 Time for Issuance of Municipal Building Permit.

1. This section applies only to a permit required by a municipality to erect or improve a building or other structure in the municipality.

2. Not later than the 45th day after the date an application for a permit is submitted the municipality must;

   a. grant or deny the permit

   b. provide written notice to the applicant stating the reasons why the municipality has been unable to grant or deny the permit application: or

   c. reach a written agreement with the applicant providing for a deadline for granting or denying the permit.

3. For a permit application for which notice is provided under Subsection (2)(b), the municipality may grant or deny the permit not later than the 30th day after the date the notice is received.

4. If a municipality fails to grant or deny a permit application in the time required by Subsection (3) or by an agreement under Subsection (2)(c), the municipality:

   a. may not collect any permit fees associated with the application; and

   b. shall refund to the applicant any permit fees associated with the application that have been collected.

Public right-of-way, alleys and easements. A permit shall not be given by the building official or designee or assigned inspector for the construction of any building or structure, or alteration of any building or structure that will encroach upon any right-of-way, alley, or utility or drainage easement.

R106.1 Submittal Documents.

Design professional. The design professional shall be an architect or engineer legally registered under the laws of the State of Texas regulating the practice of architecture or engineering and shall affix his/her seal to said drawings., specifications and accompanying data, for the following

1. All group A, E and I occupancies as defined in the IBC, Chapter 3.

The City of Schertz Building Inspection Division may send plans to an accredited third party review service at the City of Schertz's discretion to expedite the plan review process.

R108.3 Fees. Provide a copy of the contract or proposal signed by both the contractor and the person responsible for the property that the construction will occur on when requested by the Building Inspections Division to verify the value of the work for miscellaneous activities such as remodeling, re-roofing, and foundations.

R109.5 Inspection by Engineer of Record. The Engineer of Record may conduct required inspections in-lieu-of the *building official* unless precluded by State Law. Prior to issuance of a permit, the Engineer of Record must notify in writing the *building official* which inspections he will be conducted. The *building official* may require such documentation as he deems necessary, including assigned sealed letter by the Engineer of Record indicating the construction was per the approved

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plans and all applicable code requirements. The *building official* may require any additional documentation as he deems necessary and may also require notice at least 24 hours prior to the inspections.

~~**R110.3 Certificate of Occupancy Issued**. After the building official or designee or assigned inspector inspects a building or structure and finds no violations of the provisions of this chapter or other laws that are enforced by this department, the building official or designee or assigned inspector shall issue a certificate of occupancy that shall contain the following:~~

~~1. The building permit number;~~

~~2. The address of the structure;~~

~~3. The name and address of the owner;~~

~~4. A description of the building use;~~

~~5. The name of the building official or designee or assigned inspector;~~

~~6. Edition of the code under which the permit was issued;~~

~~7. The classification use of the structure;~~

~~8. Type of construction as defined in Chapter 6 of the International Building Code;~~

~~9. If an automatic sprinkler system is required or not;~~

~~10. Any special stipulations or condition for occupancy.~~

~~11. The Zoning District in which the occupancy is located.~~

~~**R111.3 Authority to Disconnect Service Utility**.~~

~~1. Portable Generators for residential home use where used to remove the one or two family dwelling from the public electric utility grid permanently are prohibited.~~

Exception: During emergency situations where authorized by the Authority h~~H~~aving Jurisdiction.

R112 Board of Appeals. The Board of Appeals is hereby repealed in its entirety and is replaced by the Building and Standards Commission.

R202 Definitions. This section is amended to include the following non-reference definitions.

Applicable governing body as referenced within any code adopted under this chapter shall mean the City Council of the City of Schertz

As Built Plans are plans submitted after the building is complete showing any alterations, additions or changes that have occurred after construction has begun. All alterations, additions or changes may require Building Division approval.

Residential Arbors are defined as trellises and not as a building when less than ~~2~~300 square feet in size. Arbors shall be built without a solid roof covering; used only to support vegetation; or acting as a shadow box attached or unattached to the primary or secondary structure; or free standing anchored solidly into the soil or to a permanent foundation and capable of withstanding the environmental conditions as established in the International Residential Code.

Service Systems are electrical, fire, mechanical, plumbing or other services not associated with structural elements.

Pergolas, Arbors and Trellis are open un-roofed structure intended only to support vegetation or décor shadowing.

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R106.1.4 Submittal documents. All foundations shall be designed by a Professional Engineer licensed in the State of Texas and all drawings and documentation must be signed and sealed per Texas Board of Professional Engineers rules. Design Engineers must be registered with the City of Schertz. Documentation shall include:

1. Design letter referencing soils report project number, date of report, and soils engineer name; specific location including lot, block and subdivision; specific design criteria including soil bearing capacity and plasticity index or Post-Tensioning Institute parameters. The engineer shall also approve a concrete mix design with performance criteria based on soils and seasonal conditions.

~~2. Signed and sealed drawings clearly indicating the strand and reinforcement placement, pier size, depth, location, and reinforcing, beam size and location, and any special details. Design calculations must be included.~~

~~3. A representative of the design engineer must perform a pre-pour inspection and provide the City of Schertz with a signed and sealed document stating that the foundation has been inspected and approved. This inspection must take place prior to requesting a foundation inspection from the City of Schertz. A representative of the design engineer shall be present during placement of concrete to verify concrete mix design and seasonal conditions during placement, and to verify tensioning and elongation of cables if it is a post-tensioned foundation.~~

~~4. A letter from an engineer or surveyor indicating that rough grading of the lot occurred immediately after form removal, or after final tendon stressing if a Post-Tensioned slab, to maintain drainage away from foundation during the construction process shall be provided.~~

5. The engineer must provide to the City of Schertz a Letter of Final Acceptance stating that the foundation has been placed in compliance with the design spedifications and requirements prior to issuance of a Certificate of Occupancy.

~~6. Prior to issuance of a Certificate of Occupancy, the engineer shall provide a letter indicating that a strength test was performed on the batch of concrete and the results of the concrete strength test were consistent with the acceptable range specified in the foundation design. Copies of relevant logs or test results from the concrete manufacturer shall also be provided.~~

~~7. After foundation construction and prior to commencement of framing, the owner or applicant shall provide the building official of the City with a sealed certification from an engineer licensed to practice in the State of Texas and registered with the City of Schertz that the concrete has adequately cured to allow for framing of the structure. In no event shall this be less than 3 days after the completion of concrete placement.~~

~~8. If the foundation is a post-tensioned foundation, a letter shall be provided to the City that the foundation was designed after the engineer's consideration of (a) the Post-Tensioning Institute's Construction and Maintenance Manual for Post-Tensioned Slab-on-Ground Foundations, 3d Edition; (b) the Post-Tensioning Institute's Design of Post-Tensioned Slabs on Ground, 3d Edition with 2008 Supplement; and soils report conducted for the lot.~~

~~9. Post-Tensioned foundations must be inspected by a Post-Tensioning Institute (PTI) Slab-on-Ground Installer-Stressor or Level 1 or 2 Unbonded PT Inspector prior to placing a load on the slab or commencement of framing. Additionally, the Inspector must provide foundation design drawings, shipping lists, material certifications, jack certifications, stressing records, and concrete placement records (as described in the Post-Tensioning Institute's Construction and Maintenance Manual for Post-Tensioned Slab-on-Ground Foundations, 3d Edition) to the City.~~

10. Prior to receiving a Certificate of Occupancy, a final survey indicating final grade elevations and verifying positive drainage away from the foundation must be submitted to the City.

Exemption: The Building Official or designee may waive these requirements where the addition is 300 square feet or smaller with a load bearing roof or single story structure directly connected to this foundation.

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For free standing column supports the footings shall be 12 inches in diameter, not less than 24 inches in depth below soil grade or to a weight bearing strata with a minimum of a #6 by 6 by 6 steel reinforcement cage installed one inch below the surface of the poured concrete to the one inch above the base of the footing and "belled" two inches at the base.

All other pier and beam construction shall have a footing designed not less than as allowed for highly expansive soils per the IRC and in no case shall the width of the footing be less than twelve inches with four #4 bars with #4 stirrups on twelve-inch centers. The monolithic slab shall be three- and one-half inches in depth with #6 by 6 by 6 mesh or #3 bar on 12-inch centers located in the center of the monolithic slab. No single monolithic slab shall have an area greater than 300 square feet without interior twelve inch by twelve-inch beams with four # 4 bar reinforcement one inch from the sides and one inch from the bottom of the interior beam. Stirrups are required on 12 inch centers and not less than #4 bar. Corner bars shall be installed at all intersections and at both interior and exterior corner edges of the new foundation. An engineer's approval will be required if the new foundation addition is to be connected by dowels to a post tension designed primary foundation. A minimum of 4 inches of compacted base will be required under the new monolithic slab free of any contaminating debris.

Table R301.2 (1) Climatic and Geographic Design Criteria.

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP	ICE BARRIER UNDERLAYMENT REQUIRED	FLOOD HAZARDS	AIR FREEZING INDEX	MEAN ANNUAL TEMP
	Speed (mph)	Topographic effects	Special wind region	Windborne debris zone		Weathering	Frost line depth	Termite					
5 lbs. per sq. ft.	115	NO	NO	NO	A	Negligible	12"	Very heavy	30 degrees F	NO	Yes	16 F	68.7

MANUAL J DESIGN CRITERIA							
Elevation	Latitude	Winter heating	Summer cooling	Altitude correction factor	Indoor design temperature	Design temperature cooling	Heating Temperature difference
761	20 degrees 30 minutes	31 degrees F	96 degrees F	1 (under 1,000 ft. above sea level)	70 degrees F	75 degrees F	30 degrees F
Cooling temperature difference	**Wind Velocity heating**	**Wind Velocity cooling**	**Coincident wet bulb**	**Daily range**	**Winter humidity**	**Summer humidity**	
21 degrees F	15 MPH	7 ½ MPH	74	Medium – 16 to 25 degrees F	67%	67%	

~~**R401.4.3 Soil Tests**. Notwithstanding the foregoing, prior to issuance of a building permit, the owner or applicant shall provide to the building official of the City a soil test (geotechnical investigation) for the residential lot made by a geotechnical engineer licensed to practice in the State of Texas. The soil test shall contain design recommendations. The soil test shall be conducted within the area where the building foundation is to be located and the owner shall provide a survey of the lot to the City indicating the location of the soil test. Such soil test report shall be referenced on the building permit application along with a signed and sealed statement from an engineer licensed to practice in the State of Texas that the foundation on the residential lot was designed in consideration of the results shown in the soil test report for that lot and that no cut or fill was done subsequent to the soil test being conducted.~~

R404.4.1 Retaining Walls. ~~Construction of a retaining wall in excess of four (4) feet in height, as measured from the bottom of the footing of the wall to the top of the wall, constructed on public property or to be dedicated to the City as a public improvement, as a part of the overall subdivision civil plans and the Development Permit application process, shall require submission to, and approval by, the City Engineer of the City of detailed retaining wall design plans sealed by an engineer licensed to practice in the State of Texas, prior to commencing construction of such wall. Construction of such retaining wall shall also require submission to, and approval by, the City Engineer of the City of a sealed engineering inspection report verifying the construction of the retaining wall in conformance with the retaining wall design plans in order to close out the Development Permit.~~

Construction of a retaining wall in excess of four (4) feet in height, as measured from the bottom of the footing of the wall to the top of the wall, constructed on private property and that will not be dedicated to the City as a public improvement, as a part of the building permit application process, shall require submission to, and approval by, the building official of the City of detailed retaining wall design plans sealed by an engineer licensed to practice in the State of Texas, prior to commencing construction of such wall. Construction of such retaining wall shall also require submission to, and approval by, the building official of the City of a sealed engineering inspection report verifying the construction of the retaining wall in conformance with the retaining wall design plans in order to close out the building permit.

~~On residential lots with a retaining wall in excess of four (4) feet in height, as measured from the bottom of the footing to the top of the wall, in addition to the designated rear and side yard setbacks, a maintenance and access easement for the benefit of the adjacent property owners and the City on either side of the retaining wall, as necessitated by the design of the retaining wall and in accordance with the signed and sealed engineering plans, shall be required for retaining wall maintenance and to prevent any incursion into fill material. The required area of the easement shall vary according to the retaining wall design and adjacent property access and structures and shall, at a minimum, include all of the fill area. All incursions are prohibited, including but not limited to the planting of trees, except that a fence may be constructed but shall require the submission to, and approval by, the building official of the City of detailed design plans, sealed by an engineer licensed to practice in the State of Texas, prior to commencing construction on such incursion. Additionally motor vehicles shall not be parked within the easement.~~

R703.7.2 Exterior veneer support, R703.7.2.1 Support by steel angle, 703.7.2.2 Support by roof construction and R703.7.3 Lintels. Lintels shall be attached to the wood framing above all openings wider than 2 feet by fasteners as required by the design professional prior to a framing inspection being requested.

R807.1 Attic Access. Where attic access is required for appliance maintenance the ~~Attic~~ access shall be provided by a ceiling pull down ladder capable of supporting (250) two hundred and fifty pounds~~. If an appliance is~~ and ~~located in the attic,~~ have an opening large enough to remove the largest single section or the entire unit. If the attic is designed for storage a pull down ladder is required to the same specifications as above. ~~shall be installed with a walkwayprovided in accordance with the IRC or IMC~~.

~~**P2503.8.2 Testing**. Backflow prevention devices used for residential lawn sprinkler systems shall be tested at the time of installation, immediately after repairs or relocation~~

~~**P2603.3. Breakage and Corrosions Through Foundation Walls**. Any pipe that passes under a footing or through a foundation wall shall be provided with a relieving arch, or a pipe sleeve shall be built into the foundation wall. The sleeve shall be two pipe sizes greater than the pipe passing through the wall. Pipes used for p-traps with in a foundation shall not be located within footings or beams.~~

P2503.5.1 Rough plumbing (1) Water test. Each section shall be filled with water to a point not less than 10 feet above the highest fitting connection in that section, or to the highest point in the completed system, or to 1 foot above the highest finished interior wall per floor level. Water shall be held in the section under test for a period of 15 minutes. The system shall prove leave free by visual inspection.

P2603.5.1 ~~Freezing~~ Sewer Depth. Insert: 12 inches

~~All building sewers shall be a minimum of~~Insert: 12 inches ~~below finished grade.~~

~~**P2609 Installation of Materials**. Cellular core pipe for all underground use will require four (4) inches of granular material to encapsulate the pipe due to soil conditions in the City of Schertz.~~

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The following Appendixes are adopted:

Appendix A - Sizing and Capacities of Gas Piping

Appendix B - Sizing of Venting Systems Serving appliances equipped with Draft hood, Category 1 Appliances, and Appliances listed for use with Type B Vents

Appendix C - Exit Terminals of Mechanical draft and Direct-Vent Venting Systems

Appendix E - Manufactured Homes used as Dwellings

~~Appendix G- Swimming Pools, Spas and Hot Tubs~~

Appendix H - Patio Covers

Appendix J - Existing Buildings and Structures

Appendix K Sound Transmission

AK 101 Sound Transmission Standards for High Noise Areas

All habitable portions of structures located within the 65 dBA as shown on Exhibit A attached shall be designed and constructed to achieve either:

1. an outside to inside noise level reduction (NLR) of at least twenty-five (25) a-weighted decibels (dBA), or
2. be built to the standards set forth in subsection 2. below.

Options for Compliance. Compliance may be demonstrated using one of the following methods:

1. Use simultaneous noise readings of instantaneous outside and inside noise levels in accordance with ASTM E 966 to ensure the structure achieves an outside to inside NLR of at least twenty-five (25) dBA; or
2. Utilize construction materials with a minimum tested or listed sound transmission class (STC) rating of forty (40), in accordance with ASTM E 90, for walls and ceilings, and with a minimum tested or listed STC rating for doors and windows as specified below, in accordance with the following construction methods:

    a. Walls. The specific exterior wall assemblies listed below shall include the interior finishes set forth therein. Exception: Exterior wall assemblies or materials that have been tested or listed with a minimum STC rating of forty (40).

        i. Brick veneer. When exterior walls are constructed using brick veneer, a minimum of one-half (1/2) inch gypsum drywall shall be applied as the interior finish, or a minimum of three and one-half (3- 1/2) inches of foam insulation shall be sprayed in as allowed by the building and fire code.

        ii. Vinyl or cement sidings. When exterior walls are constructed using vinyl or cement sidings, a minimum of five-eighths (5/8) inch gypsum drywall shall be applied as the interior finish, or a minimum of three and one-half (3-1/2) inches of foam insulation shall be sprayed in as allowed by the building and fire code.

        iii. Other assemblies and materials. All other exterior wall assemblies or materials shall have a tested or listed minimum STC rating of forty (40).

    b. Roof/Ceiling Assemblies. Roof/ceiling assemblies shall be constructed in accordance with the requirements of subsections (i) or (ii) below.

    Exception: Roof/ceiling assemblies or materials that have been tested or listed with a minimum STC rating of forty (40).

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i. Ceilings with unconditioned attic space shall be insulated with a minimum of one-half (1/2) inch gypsum drywall on the interior ceiling side covered with a minimum of twelve (12) inches of blown in fiberglass insulation, or a minimum of three and one-half (3-1/2) inches of spray foam insulation shall be applied to the underside of the roof deck as allowed by the building and fire code.

ii. Ceilings without attic space above shall be insulated with a minimum of five-eighths (5/8) inch gypsum drywall on the interior side filled with a minimum of nine (9) inches of fiberglass batt insulation with a one (1) inch air space between the roof sheathing and the fiberglass, or a minimum of three and one-half (3-1/2) inches of spray foam insulation shall be applied to the underside of the roof deck as allowed by the building and fire code.

c. Windows. The cavity between the wood framing and the window frame shall be insulated with fiberglass insulation or foam insulation to the depth of the window frame.

i. If the exterior windows and doors together comprise no more than thirty percent (30%) of the total exterior wall area, all windows shall have a minimum tested or listed STC rating of thirty (30).

ii. If the exterior windows and doors together comprise more than thirty percent (30%) but no more than forty percent (40%) of the total exterior wall area, all windows shall have a minimum tested or listed STC rating of thirty-two (32).

iii. If the exterior windows and doors together comprise more than forty percent (40%) of the total exterior wall area, all windows shall have a minimum tested or listed STC rating of forty (40).

d. Doors

i. If the exterior windows and doors together comprise no more than thirty percent (30%) of the total exterior wall area, all exterior doors shall have a minimum tested or listed STC rating of thirty (30).

ii. If the exterior windows and doors together comprise more than thirty percent (30%) but no more than forty percent (40%) of the total exterior wall area, all exterior doors shall have a minimum tested or listed STC rating of thirty-two (32).

iii. If the exterior windows and doors together comprise more than forty percent (40%) of the total exterior wall area, all exterior doors shall have a minimum tested or listed STC rating of forty (40).

Exception: An exterior door may have a tested or listed STC rating of less than forty (40) when installed with a storm door which when combined, achieve a minimum tested or listed STC rating of forty (40).

e. Mechanical Systems. Mechanical ventilation systems (HVAC) shall provide minimum air circulation and fresh air requirements for various uses in occupied rooms without the need to open any windows, doors, or other openings to the exterior.

i. In-window, through-wall, or through-floor air conditioning, ventilating, or heating units may be used if:

1) the above insulation requirements for walls, ceilings, windows and doors are implemented, or

2) Walls, ceilings, windows and doors have a minimum tested or listed STC rating of forty (40).

ii. Evaporative coolers may be installed if the following is implemented to reduce sound entering through the unit:

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1) Insert a duct extension with at least two (2) ninety degree (90°) "elbows" between the structure and the unit.

2) Add acoustically designed "up-ducts" in the ceiling of each room to allow proper circulation of air while windows are closed.

Certification.

1. Prior to approval of final inspection or issuance of a certificate of occupancy, all project applicants shall submit to the Building Inspection Division, a signed statement certifying compliance with this section. ~~from an accredited third party testing agency if sound attenuation is achieved by Options for Compliance method 1.; or by a letter from the builder if sound attenuation is achieved by Options for Compliance method 2.~~

2. A single certification statement for multiple structures in the same development may be used as long as the structures implement the same floor plans and construction methods.

~~Accredited is defined as certified through the National Voluntary Laboratory Accreditation Program (NVLAP)~~

Part VIII - Electrical. ~~The International Residential Code for One and Two Family Dwellings, 2012 Edition, Chapters 34 - 43, Electrical is repealed in its entirety and is replaced by reference with the National Electric Code (NEC) 2014 as published by the National Fire Protection Association (NFPA) which is specifically adopted as if fully set forth herein.~~ Is deleted.

The following Appendix is adopted:

Appendix M – Home Day Care – R 3 Occupancy

Appendix P - Sizing of Water Piping System

Appendix Q – Tiny Houses

Appendix R – Light Straw-Clay Construction

Appendix S – Straw bale Construction

Appendix U - **Shipping Container for Approved Permanent Construction Use** {Reference Acceptance Criteria for Structural Building Materials from Shipping Containers (AC462) published by the International Code Council Evaluation Service (ICC-ES) as approved in October 2018}

In order to be an acceptable material used for construction of either a business, residential or accessory building the building permit would need the following:

1. Certification for compliance with Rules for Certification of Cargo Containers and the International Convention for Safe Containers (CSC) by the American Bureau of Shipping, Bureau Veritas, or Lloyd's Registry.

2. Copies of the Container specifications and detail drawings for each shipping container manufacturer in English.

3. A copy of the quality control program inspection for seaworthiness in accordance with the International Convention for Safe Containers after removal from service as a shipping container and prior to use as a source of building materials.

4. Any modifications to the original design of the container will require a Texas Engineer's approval, designs and details to be provided.

5. The permanent foundation shall be approved by a Texas Engineer as acceptable for use as a structural support for the anticipated building design and use will be provided for permitting.

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6. If manufactured as a complete assembly with electrical, plumbing and mechanical systems, a Texas Department of Licensing and Regulation Industrialized Housing and Buildings Approval Certification will be provided with the building plans.

Specific standards:

(a) Industrialized buildings must have all local permits and licenses that are applicable to other housing or buildings.

(b) For purposes of this section, industrialized housing is real property.

(c) The single-family or duplex industrialized housing structure to:

(1) have an appraised value equal to or greater than the median taxable value for each single-family dwelling located within 500 feet of the lot on which the industrialized housing is proposed to be located, as determined by the most recent certified tax appraisal roll for each county in which the properties are located; and

(2) have exterior siding, roofing, roofing pitch, foundation fascia, and fenestration compatible with the single-family dwellings located within 500 feet of the lot on which the industrialized housing is proposed to be located; and

(3) have exterior siding, roofing, roof pitch, foundation fascia, and fenestration compatible with the single-family dwellings located within 500 feet of the lot on which the industrialized housing is proposed to be located; and

(4) comply with municipal aesthetic standards, building setbacks, side and rear yard offsets, subdivision control, architectural landscaping, square footage, and other site requirements applicable to single-family dwellings; and

(5) be securely fixed to a permanent foundation.

(d) For purposes of Subsection (c), "value" means the taxable value of the industrialized housing and the lot after installation of the housing.

(e) Except as provided by Subsection (c), the City of Schertz may not adopt a regulation under this section that is more restrictive for industrialized housing than that required for a new single-family or duplex dwelling constructed on-site.

(f) This section does not:

(1) limit the authority of a municipality to adopt regulations to protect historic properties or historic districts; or

(2) affect deed restrictions.

(g) All non-residential buildings or structures shall comply with the City of Schertz Unified Development Code.

Secs. 18-62—18-79. - Reserved.

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ARTICLE IV. - NATIONAL ELECTRICAL CODE

Sec. 18-80. - Adopted.

The National Electrical Code, ~~2014~~ 2020 edition to include, revisions, amendments and corrections, published by the National Fire Protection Association (NFPA), is hereby adopted by reference as the electrical code of the City of Schertz, Texas, subject to and including such amendments as herein shall appear. The State of Texas will mandate all future code editions through the Texas Department of Licensing and Regulation (TDLR) as to the date of future adoptions.

Sec. 18-81. - Amendments.

The National Electrical Code, ~~2014~~ 2020 Edition is hereby amended as follows:

210.11 Branch Circuits Required. No more than (12) twelve duplex receptacle outlets shall be installed per circuit serving general lighting circuits.

~~**210.11 Branch Circuits Required (C) (3) Bathroom Branch Circuits**. If more than one bathroom group is to be installed, the required receptacle 15/20 volt-ampere 125 volt devices are to be GFCI protected. Exhaust fans and lighting shall be in compliance with 210.12 Arc-fault Circuit-Interrupter Protection for Personnel and be located on a different circuit.~~

~~**210.19 Minimum Ampacity and Size**. No branch circuit shall have wire smaller than 14 AWG. Maximum total length of the 14 AWG run is limited to (120) one hundred and twenty feet or a 5% voltage drop as allowed by Article II Branch-Circuit Ratings 210.19 Conductors -Minimum Ampacity and Size. Informational Note No. 4. This does not prohibit smaller wire for circuits 90 volts and lower for control circuits.~~

210.52 Dwelling Unit Receptacle Outlets (B) (3) Kitchen Receptacle Requirements. No more than (4) four duplex receptacle outlets per kitchen countertop circuit.

Refrigerators, freezers, microwaves, dishwashers, garbage compactors, and washing machines shall be located on dedicated individual circuits. Such receptacle outlets shall comply with 210.8 Ground-Fault Circuit-Interrupter Protection for Personnel and 210.12 Arc-Fault Circuit-Interrupter Protection as needed. Garbage Disposals shall be permitted to be on the same circuit for a kitchen counter top circuit.

~~**210.52 Dwelling Unit Receptacle Outlets (D) Bathrooms**. In dwelling units, at least one receptacle outlet shall be installed in bathrooms with 900 mm (3 ft.) of the outside edge of each basin. The receptacle outlet shall be located on a wall or partition that is adjacent to the basin or basin countertop, location the countertop, or installed on the side or face of the basin cabinet. In no case shall the receptacle be located more than 300 mm (12 in.) below the top of the basin. Receptacle outlet assemblies listed for the application shall be permitted to be installed in the countertop. No light or fan switch, or receptacle outlet shall be closer than 3 feet to a shower or bathtub from the inside edge of the fixture.~~

~~**Exception**: Where a Combination Ground Fault Circuit Interrupter/Arc Fault Circuit Interrupter over-current protective device is installed for the circuit supplying luminaires, switches, receptacles, and other electrical equipment located in the same room, and not directly associated with a bathtub or shower, no minimum clearances shall be required; but these devices shall be installed in accordance with the requirements of Chapters 1 through 4 of the National Electrical Code covering the installation of that equipment in bathrooms.~~

230.70 (A) (1) Readily Accessible Location – The service disconnecting means shall be installed at a readily accessible location outside of a building or structure nearest the point of entrance of or attachment to the service conductors.

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230.71 Maximum Number of Disconnects. An exterior disconnecting means shall be provided at each building serviced where more than two circuits supply the structure. A shunt trip device designed to de-energize the service disconnect equipment at all load side connections, is acceptable on the exterior of the structure at a location approved by the City of Schertz as an alternative means of disconnection.

Secs. 18-82—18-99. - Reserved.

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ARTICLE V. - INTERNATIONAL FUEL GAS CODE

Sec. 18-100. - Adopted.

The International Fuel Gas Code, ~~2012~~ 2018 Edition is hereby adopted with the amendments as provided for in this Article.

Sec. 18-101. - Amendments.

The International Fuel Gas Code, ~~2012~~ 2018 Edition is hereby amended as follows:

101.1 Title. These regulations shall be known as the Fuel Gas Code of the City of Schertz, Texas, hereinafter referred to as "this code."

109 Means of Appeal. ~~Means of Appeal is hereby repealed in its entirety.~~ The Board of Appeals is hereby repealed in its entirety and replaced by Building and Standards Commission

The following appendixes are adopted:

Appendix A (IFGS) - Sizing and Capacities of Gas Piping A.1 shall be altered as follows: for any gas piping system, or special appliance, or for conditions other than those covered by the tables provided in the code, such as longer runs, greater gas demands, or greater pressure drops, the size of each gas piping system shall be determined by standard engineering practices acceptable to the code official.

Appendix B (IFGS) Sizing of Venting Systems Servicing Appliances Equipped with Draft Hoods, Category 1 Appliance and Appliances Listed for Use with Type B Vents Appendix C (IFGS) Exit Terminals of Mechanical Draft and Direct-vent Venting Systems.

Secs. 18-102—18-119. - Reserved.

ARTICLE VI. - INTERNATIONAL MECHANICAL CODE

Sec. 18-120. - Adopted.

The International Mechanical Code, ~~2012~~ 2018 Edition is hereby adopted with the amendments as provided for in this article.

Sec. 18-121. - Amendments.

The International Mechanical Code, ~~2012~~ 2018 Edition is hereby amended as follows:

101.1 Title. These regulations shall be known as the Mechanical Code of the City of Schertz, Texas, hereinafter referred to as "this code."

109 Means of Appeal. ~~Means of is hereby repealed in its entirety.~~ The Board of Appeals is hereby repealed in its entirety and replaced by Building and Standards Commission.

Secs. 18-122—18-139. - Reserved.

ARTICLE XII. - INTERNATIONAL EXISTING BUILDING CODE

Sec. 18-240. - Adopted.

The International Existing Building Code, ~~2012~~ 2018 Edition is hereby adopted with the amendments as provided for in this article.

Sec. 18-241. - Amendments.

The International Existing Building Code, ~~2012~~ 2018 Edition is hereby amended as follows:

101.1 Title. These regulations shall be known as the International Existing Building Code of the City of Schertz, Texas, hereinafter referred to as "this code."

112 Board of Appeals. The ~~-~~Board of Appeals is hereby repealed in its entirety and replaced by Building and Standards Commission.

Secs. 18-242—18-254. - Reserved.

ARTICLE VIII. - INTERNATIONAL PROPERTY MAINTENANCE CODE

Sec. 18-160. - Adopted.

The International Property Maintenance Code, ~~2012~~ 2018 Edition is hereby adopted with the amendments as provided for in this article.

Sec. 18-161. - Amendments.

The International Property Maintenance Code, ~~2012~~ 2018 Edition is hereby amended as follows:

101.1 Title. These regulations shall be known as the International Property Maintenance Code of the City of Schertz, Texas, hereinafter referred to as "this code."

~~112~~ 111 **Means of Appeal**. Means of Appeal is hereby repealed in its entirety.

302.4 Weeds. All premises and exterior property shall be maintained free from weeds or grass growth in excess of eight inches.

302.7 Accessory Structures. All Accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

No accessory structure shall be more than twenty (20) degrees out of vertical (using an (8) eight foot level) along any 20 feet of wall surface to obtain an accurate determination of the degrees from vertical.

Fences and walls twenty (20) degrees or more in each directional run (vertical or horizontal) shall not have more than twenty-five (25) percent of any directional run (vertical or horizontal) to be of decayed or damaged material.

The following Appendix is adopted:

Appendix A - Boarding Standard

Secs. 18-162—18-179. - Reserved.

ARTICLE IX. - INTERNATIONAL ENERGY CONSERVATION CODE

Sec. 18-180. - Adopted.

The International Energy Conservation Code, 2015~~2009~~ Edition is hereby adopted with the amendments as provided for in this article.

The State of Texas will mandate all future code editions through the *Texas Comptroller's State Energy Conservation Office (SECO)* as to the date of future adoptions.

Sec. 18-181. - Amendments.

The International Energy Conservation Code, 2015~~2009~~ Edition is hereby amended as follows:

C101.1 Title. This code shall be known as the International Energy Conservation Code of the City of Schertz, Texas, and shall be cited as such. It is referred to herein as "this code."

C109 Board of Appeals. The Board of Appeals is hereby repealed in its entirety and replaced by the Building and Standards Commission.

Secs. 18-182—18-199. - Reserved.

ARTICLE X. - MANUAL OF CROSS-CONNECTION CONTROL

Sec. 18-200. - Adopted.

The Manual of Cross-Connection Control by the University of Southern California, Tenth edition published October 2009, by the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California, is hereby adopted and incorporated as the Backflow and Cross-Connection Code of the City of Schertz, Texas, subject to and including by reference as herein shall appear.

Sec. 18-201. - Amendments.

The Manual of Cross-Connection Control, Tenth Edition, October 2009 is hereby amended as follows:

Irrigation Back Flow Device Location. The residential irrigation RP or PVB shall be located immediately adjacent to the residential structure and shall be located a minimum of twelve (12) inches above the highest lawn sprinkler head. A Ground Fault Circuit Interrupter receptacle that is weather proof while in operation is recommended to be located immediately adjacent to the back flow device for the installation of a heat tape to prevent freezing. A rain sensor(s) shall be installed on all systems.

The Commercial irrigation RP and PVB or other approved back flow devices shall be protected from traffic if not located immediately adjacent to the structure and shall be located a minimum of twelve (12) inches above the highest lawn sprinkler head. A Ground Fault Circuit Interrupter receptacle that is weather proof while in operation is recommended to be located immediately adjacent to the back flow device for the installation of a heat tape to prevent freezing. Freeze protection shall be considered in all designs. A rain sensor(s) shall be installed on all systems.

Any RP or PVB located in a flood plain shall be 1 foot above the Design Flood Elevation (DFE) or designed in such a way that will prevent floodwaters from entering or accumulating within system components and to additionally ensure that floodwater does not contaminate the potable water supply system. (Ref: FEMA 348 November 1999)

Adopting the backflow and cross-connection requirements in no way shall appeal or set aside any of the requirements of the International Plumbing Code.

Secs. 18-202—18-219. - Reserved.

ARTICLE XI. - INTERNATIONAL SWIMMING POOL AND SPA CODE

Sec. 18-220. - Adopted.

The International Swimming Pool and Spa Code, ~~2012~~ 2018 Edition is hereby adopted with the amendments as provided for in this article. The State of Texas will mandate all future code editions through the Texas Department of State Health Services as to the date of future adoptions.

Sec. 18-221. - Amendments.

The International Swimming Pool and Spa Code, ~~2012~~ 2018 Edition is hereby amended as follows:

101.1 Title. These regulations shall be known as the International Swimming Pool and Spa Code of the City of Schertz, Texas, hereinafter referred to as "this code."

108 Means of Appeal. ~~Means of Appeal is hereby repealed in its entirety.~~ The Board of Appeals is hereby repealed in its entirety and replaced by Building and Standards Commission.

~~**The following Appendixes are adopted**:~~

~~Symbols~~

~~Appendix B: Field Checklist for identifying Suction Entrapment Hazards shall be completed by the pool installer or his or her authorized agent. The information in the Appendix B shall be provided to the Inspector for final approval.~~

~~Appendix C Warning - Drowning Hazard signage shall only apply to non-residential installation for signage and is only recommended for single and two family residential installations.~~

Secs. 18-222—18-239. - Reserved.

ARTICLE XII. - INTERNATIONAL EXISTING BUILDING CODE

Sec. 18-240. - Adopted.

The International Existing Building Code, ~~2012~~ 2018 Edition is hereby adopted with the amendments as provided for in this article.

Sec. 18-241. - Amendments.

The International Existing Building Code, ~~2012~~ 2018 Edition is hereby amended as follows:

101.1 Title. These regulations shall be known as the International Existing Building Code of the City of Schertz, Texas, hereinafter referred to as "this code."

112 Board of Appeals. The ~~-~~Board of Appeals is hereby repealed in its entirety and replaced by Building and Standards Commission.

Secs. 18-242—18-254. - Reserved.

ARTICLE XIII

Sec. 18-255. - Violations and penalties.

Any person, firm, corporation or agent who shall violate a provision of this chapter, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish, or move any structure, electrical, gas, mechanical or plumbing system in violation of the detailed statement or drawings submitted and permitted thereunder, shall be guilty of a misdemeanor. Such persons shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed or continued, and upon conviction of any such violation such person shall be punished by a fine of not more than $500.00 for each offense unless said violation is a violation of a regulation governing fire safety or public health and sanitation then by a fine of not more than $2,000.00 for each offense. All such violations shall be prosecuted in accordance with section 1-8 General penalty for violations of Code; continuing violations of the Schertz Municipal Code of Ordinances.

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Agenda No. 10.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**March 23, 2021**
Department:	**Police Department**
Subject:	**Farr West Specialty Vehicle Expenditures-Informational for City Council on expenditures not exceeding $50,000 with Farr West Specialty Vehicles for emergency equipment and installation for patrol fleet vehicles. (C. Kelm/M. Hansen/D. Roman).**

BACKGROUND

The Police Department is purchasing and installing emergency vehicle equipment for newly purchased patrol fleet vehicles. The Schertz Police Department needs to install and equip these vehicles with the appropriate and necessary emergency equipment. This essential equipment and installation include emergency lighting and audio to warn the public during the vehicle's emergency operation. The equipment to be purchased and labor to install these items includes emergency vehicle lighting, audio warning devices, prisoner partitions, consoles, WatchGuard camera systems, rear vehicle storage and other vital pieces of emergency vehicle equipment. The Police Department has done its due diligence, working with the city's Purchasing Department, and Fleet Department in selecting a vendor to purchase and install the equipment through a competitive bid process. When combined, the total cost of all individual pieces of equipment, labor and additional future purchases for the 2020-2021 fiscal budget year will not exceed $50,000 with Farr West Specialty Vehicles. Although, the total cost will not exceed $50,000, in an effort to maintain transparency, the Schertz Police Department wanted to inform Council of the amount being spent with a single vendor.

GOAL

To properly install and outfit emergency vehicle equipment for new police fleet vehicles.

COMMUNITY BENEFIT

Through Farr West Specialty Vehicles, emergency equipment and installation services will provide the best safety to our Officers and community for emergency vehicle operations. The emergency vehicle equipment and installation services allow the Police Department to outfit and put in service needed patrol vehicles. The procurement of the equipment and labor cost were bid through a competitive three (3) bid process, which ensures the purchase of labor and equipment is the most cost-effective for the City.

SUMMARY OF RECOMMENDED ACTION

Information only.

FISCAL IMPACT

Funding is available within the Schertz Police Department approved 2020-2021 annual budget.

RECOMMENDATION

Information only

Attachments

Fleet Equiptment Bids

Purchasing & Asset Management Department			VENDOR		VENDOR		VENDOR		VENDOR	
		Quote Tabulation Sheet **Department:** Police **Awarded Vendor:** _____ **Delivery of Item (measure in days):** _____	Farr West Specialty Vehicles		Southwest Public Safety		JWA Assoc. Inc.			
Item No.:	Qty:	Description:	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
1	5	Whelen Leg. Duo Lightbar, 295SLSA6 Siren/light contr.	$2225.00	$11125.00	$2269.00	$11345.00	$2403.00	$12015.00		
		SA315P speaker, SAK brkt								
2	5	Whelen DTA6 LED traffic advisor	$368.00	$1840.00	$346.00	$1730.00	$397.44	$1987.20		
3	10	Whelen Avenger II duo red/blue cargo side windows	$235.00	$2350.00	$230.00	$2300.00	$253.80	$2538.00		
4	20	Whelen IONJ Super LED red/blue	$75.50	$1510.00	$77.50	$1550.00	$81.54	$1630.80		
5	10	Whelen ION surface mount super LED red/blue	$75.50	$755.00	$77.50	$775.00	$81.54	$815.40		
6	5	Whelen ION license plate bracket	$21.00	$105.00	$21.00	$105.00	$22.68	$113.40		
7	10	Wheln ION T-series linear splate red/blue	$80.00	$800.00	$77.50	$775.00	$86.40	$864.00		
8	20	Sound Off Signal Mpower 4" stud r/b fender skirt bottom	$103.00	$2060.00	$120.00	$2400.00	$79.80	$1596.00		
9	10	Sounf Off Signal LED under mirror light	$154.00	$1540.00	$180.00	$1800.00	$147.00	$1470.00		
10	5	Setina Door panel vs alum. 2020 FPI	$152.00	$760.00	$163.00	$815.00	$204.80	$1024.00		
11	5	Setina Window Barrier vs steel hzl	$210.00	$1050.00	$208.00	$1040.00	$1589.60	$15896.00		
12	5	Progard std seat steel screen wind barrier outbrd seat belts	$1300.00	$6500.00	$1350.00	$6750.00	$1404.00	$7020.00		
13	5	Progard poly center slider window w/exp metal insert	$611.00	$3055.00	$610.00	$3050.00	$659.88	$3229.40		
14	5	Go Rhino Bumpers	$295.00	$1475.00	$288.00	$1440.00	$616.80	$3084.00		
15	5	Streamlight 12v direct	$8.50	$42.50	$9.77	$48.85	$9.18	$45.90		
		TOTAL $								

This tabulation sheet is to be used by employees to receive quotes from vendors if amount is (TOTAL) less than $50,000.00. If amount exceeds $50,000.00 then City employees must contact Purchasing & Asset Management to prepare a Formal Bid.

Purchasing & Asset Management Department			VENDOR		VENDOR		VENDOR		VENDOR	
	Quote Tabulation Sheet **Department:** Police **Awarded Vendor:** _____ **Delivery of Item (measure in days):** _____		Farr West Specialty Vehicles		Southwest Public Safety		JWA Assoc. Inc.			
Item No.:	Qty:	Description:	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
16	5	Streamlight charge sleeve	$14.50	$72.50	$10.93	$54.65	$15.66	$78.30		
17	5	Havis charge guard select	$65.00	$325.00	$65.00	$325.00	$70.20	$351.00		
18	5	6 pos fuse block for reg. auto blade type fueses	$0	$0	$14.50	$72.50	n/a	n/a		
19	5	10 pos fuse block for reg. auto blade type fuses	$0	$0	$17.50	$87.50	n/a	n/a		
20	5	Sho-Me mercury switch w/clip	$0	$0	$22.50	$112.50	n/a	n/a		
21	5	shop supplies	$225.00	$1125.00	$50.00	$250.00	$270.00	$1350.00		
22	5	labor install of equp. inc. radio, video, and graphics	$2700.00	$13500.00	$2800.00	$14000.00	$291.60	$1458.00		
23	5	Graphics	$0	$0	$180.00	$900.00				
		TOTAL $		$49990.00		$51726.00		56714.40		

This tabulation sheet is to be used by employees to receive quotes from vendors if amount is (TOTAL) less than $50,000.00. If amount exceeds $50,000.00 then City employees must contact Purchasing & Asset Management to prepare a Formal Bid.

FARRWEST
SPECIALTY VEHICLES
108 COMMERCIAL PLACE
SUITE 206
SCHERTZ, TX 78154
(210)566-1857

Estimate

Date	Estimate #
1/5/2021	425

Name / Address	Ship To
CITY OF SCHERTZ PD CPL.S.CEEKO 1400 Schertz Parkway #6 Schertz,TX 78154 210-619-1200	

Requested By	P.O. No.	Terms	Project
CPL.. CEEKO		Net 30	

Item	Description	Qty	Rate	Total
	2021 FORD POLICE INTERCEPTOR UTILITY			
FSV-EB8-SL6	WHELEN LEGACY DUO LIGHTBAR, 295SLSA6 SIREN & LIGHT CONTROLLER, SA315P SPEAKER & SAK BRACKET ***SAK67D - MKAJ105***	5	2,225.00	11,125.00
DTA6A	WHELEN 6LAMP TIR3 LED TRAFFIC ADVISOR AMBER	5	368.00	1,840.00
	REAR HATCH HEADLINER			
AVC22JJ	WHELEN AVENGER II DUO DUAL RED AND BLUE	10	235.00	2,350.00
	CARGO SIDE WINDOWS			
IONJ	WHELEN ION SERIES SUPER LED RED/BLUE	20	75.50	1,510.00
IONSMJ	WHELEN ION SURFACE MOUNT SUPER-LED RED/BLUE	10	75.50	755.00
IONBKT1	WHELEN ION LICENSE PLATE BRACKET - HORIZ	5	21.00	105.00
TLIJ	WHELEN ION T-SERIES LINEAR SPLIT R/B	10	80.00	800.00
EMPS2STS4J	SOUND OFF SIGNAL MPOWER 4" - STUD MOUNT RED AND BLUE	20	103.00	2,060.00
	FENDER SKIRT BOTTOM			

	Subtotal
***** DISCLAIMER ****** LABOR PRICING IS ONLY GOOD FOR ALL PRODUCTS AND SERVICES INCLUDED IN THIS QUOTE.	**Sales Tax (0.0%)**
	Total

FARRWEST
SPECIALTY VEHICLES
108 COMMERCIAL PLACE
SUITE 206
SCHERTZ, TX 78154
(210)566-1857

Estimate

Date	Estimate #
1/5/2021	425

Name / Address	Ship To
CITY OF SCHERTZ PD CPL.S.CEEKO 1400 Schertz Parkway #6 Schertz,TX 78154 210-619-1200	

Requested By	P.O. No.	Terms	Project
CPL.. CEEKO		Net 30	

Item	Description	Qty	Rate	Total
ENT2B3J	SOUNDOFF SIGNAL Intersector LED Under Mirror Light	10	154.00	1,540.00
DK0598ITU20	SETINA DOOR PANEL VS ALUMINUM 2020 FPI UTILITY	5	152.00	760.00
WK0514ITU20H	SETINA WINDOW BARRIER VS STEEL HORIZONTAL	5	210.00	1,050.00
S4705UINT20OSB	PROGARD 20-21 FORD UTILITY CHARCOAL GREY ABS, STANDARD TRANSPORT SEAT W/ 7 GA. STEEL SCREEN WINDOW CARGO BARRIER, AND OUTBOARD SEAT BELTS	5	1,300.00	6,500.00
PFW4714UINT20A	PROGARD 2020 FPIU POLY CENTER SLIDER WINDOW WITH EXPANDED METAL INSERT Includes Full Width Lower Extension Panel	5	611.00	3,055.00
5344	GO RHINO 2020 UTILITY 5000 Series Push Bumper	5	295.00	1,475.00
22050	STREAMLIGHT 12 VOLT DC DIRECT	5	8.50	42.50
22047	STREAMLIGHT CHARGE SLEEVE	5	14.50	72.50
CG-X	HAVIS CHARGEGUARD-SELECT	5	65.00	325.00
BLR-506	6 position Fuse Block for regular automotive blade-type fuses. * NO LED	5	0.00	0.00

	Subtotal
***** DISCLAIMER ****** LABOR PRICING IS ONLY GOOD FOR ALL PRODUCTS AND SERVICES INCLUDED IN THIS QUOTE.	**Sales Tax (0.0%)**
	Total

FARRWEST
SPECIALTY VEHICLES
108 COMMERCIAL PLACE
SUITE 206
SCHERTZ, TX 78154
(210)566-1857

Estimate

Date	Estimate #
1/5/2021	425

Name / Address	Ship To
CITY OF SCHERTZ PD CPL.S.CEEKO 1400 Schertz Parkway #6 Schertz,TX 78154 210-619-1200	

Requested By	P.O. No.	Terms	Project
CPL.. CEEKO		Net 30	

Item	Description	Qty	Rate	Total
BLR-510	10 position Fuse Block for regular automotive blade-type fuses. *NO LED	5	0.00	0.00
05.0512.513	SHO-ME Mercury Switch with Clip	5	0.00	0.00
INSTALLATION SUPP...	SHOP SUPPLIES- ANTENNAS, CUSTOM BRACKETS, WIRING, SWITCHES, MOUNTS	5	225.00	1,125.00
VEHICLE INSTALLAT...	Labor Hours INCLUDES SPD RADIOS, VIDEO, AND GRAPHICS	5	2,700.00	13,500.00
50001	GO RHINO Light Mask Blank - Universal - WE NEED TO SWAP THE TUBE COVERS ONT HE 4 5344-2L61 WE HAVE IN STOCK & RETURN THE 2L61-M1B TUBE COVERS TO FSV INVENTORY	4	0.00	0.00

Subtotal	$49,990.00
Sales Tax (0.0%)	$0.00
Total	$49,990.00

***** DISCLAIMER ******

LABOR PRICING IS ONLY GOOD FOR ALL PRODUCTS AND SERVICES INCLUDED IN THIS QUOTE.

Southwest Public Safety

Estimate

SWPS.com - Southwest Public Safety

9905 Perrin Beitel Rd.
San Antonio, TX 78217-3101
210-590-9363
210-590-9482 Fax

CUST NO	QUOTE NO	DATE	EXP DATE
316280	39211	01/04/21	02/03/21

BILL TO

Lt Joshua Mixon
Schertz Police Department
1400 Schertz Pkwy
Investigations Division
Schertz Tx 78154

SHIP TO

Entered By:	Teddy Pierce	Ref. #:	tp	Ship Via:	PULL FOR INSTALL

QTY	SKU	DESCRIPTION	UNIT PRICE	EXTENDED
5	295SLSA6	WHELEN 295SLSA6 SIREN/CONTROL CENTER	$0.00	$0.00
5	SA315P	WHELEN SA315P SPEAKER, BLACK PLASTIC	$0.00	$0.00
5	SAK67D	WHELEN SA315 MT KIT 2020 FORD UTILITY DRVR	$0.00	$0.00
5	DTA6A	WHELEN 6-LT DOMINATOR TIR3 T/A AMBER	$346.00	$1,730.00
10	AVC22JJ	Whelen Avenger II DUO Dual Each Lighthead Red/Blue	$230.00	$2,300.00
20	EMPS2STS4J	SOUND OFF mpower® 4" Fascia Light w/ Stud Mount, 18"	$120.00	$2,400.00
20	IONJ	WHELEN ION LIGHT RED/BLUE	$77.50	$1,550.00
10	IONSMJ	WHELEN SURFACE MT ION LT RED/BLU	$77.50	$775.00
5	IONBKT1	WHELEN ION LICENSE PLATE BKT HORIZ.	$21.00	$105.00
5	5342	Go Rhino 16-19 Interceptor Utility Push Bumper	$288.00	$1,440.00
5	S4705UINT20OS	Progard Standard Transport Seat w/ 7 Ga. Steel Screen Wi	$1,350.00	$6,750.00
5	GB8SP3J	Whelen Legacy Lightbar Dou Lightbar Only	$2,269.00	$11,345.00
5	MKAJ105	Whelen ADJ LIGHTBAR MOUNT KIT #105	$0.00	$0.00
5	DK0598ITU12	Setina Door Panel VS Aluminum Replaces OEM Door Pane	$163.00	$815.00
5	WK0514ITU12H	Setina Window Barrier VS Steel Horizontal	$208.00	$1,040.00
5	PFW4714UINT20	PROGARD Poly Center Slider Window with Expanded Meta	$610.00	$3,050.00
5	22052	Streamlight Charge Sleeve Assembly (SL-20 Series) (**Cor	$10.93	$54.65
5	22050	Streamlight DC2 direct wire charge cord (All Rechargeables	$9.77	$48.85
10	ENT2B3J	Sound Off Intersector Under Mirror/Surface Mount Light, 9-	$180.00	$1,800.00
10	TLIJ	WHELEN ION T-SERIES LINEAR SPLIT R/B	$77.50	$775.00
5	CG-X	Havis Chargeguard-select	$65.00	$325.00
5	BLR-510	Optifuse 10 Position Fuse Block	$17.50	$87.50
5	BLR-506	Optifuse 6 Position Fuse Block	$14.50	$72.50
5	05.0512.513	Able2 Sho-Me - 8 Amp Mercury Switch w/ Clip	$22.50	$112.50
5	INSTALL KIT	SWPS FUSES, PANEL, MAXI, ALL WIRE & HARDWARE	$50.00	$250.00
5	Labor	SWPS Labor to Install Emergency Equipment in Vehicle	$2,800.00	$14,000.00
5	Labor	SWPS Labor to Install graphics on 5 2021 Ford PIU	$180.00	$900.00

Subtotal	**$51,726.00**
Discounts	**$0.00**
Surcharges	**$0.00**
Shipping	**$0.00**
Sales Tax	**$0.00**

Thank You for your Business!

Southwest Public Safety

Estimate

SWPS.com - Southwest Public Safety

9905 Perrin Beitel Rd.
San Antonio, TX 78217-3101
210-590-9363
210-590-9482 Fax

CUST NO	QUOTE NO	DATE	EXP DATE
316280	39211	01/04/21	02/03/21

BILL TO

Lt Joshua Mixon
Schertz Police Department
1400 Schertz Pkwy
Investigations Division
Schertz Tx 78154

SHIP TO

TOTAL **$51,726.00**

Comments

Estimate Valid for 30 days

Thank You for your Business!

Quotation

1111 West Abram Street
Arlington, TX 76013

DATE January 8, 2021

Customer ID

Bill To: SCHERTZ PD
Address

Phone Number
Email

Quotation valid until: February 7, 2021
Prepared by: Taylor Murray

Comments or special instructions:

Qty	Part #	Description		Unit Price	Ext.
5	FSV-EB8-SL6	WHELEN LEGACY DUO LIGHTBAR, 295SLSA6 SIREN & LIGHT CONTROLLER, SA315P SPEAKER & SAK BRACKET ***SAK67D - MKAJ105***		$ 2,403.00	$ 12,015.00
5	DTA6A	WHELEN 6LAMP TIR3 LED TRAFFIC ADVISOR AMBER REAR HATCH HEADLINER		$ 397.44	$ 1,987.20
10	AVC22JJ	WHELEN AVENGER II DUO DUAL RED AND BLUE CARGO SIDE WINDOWS		$ 253.80	$ 2,538.00
20	IONJ	WHELEN ION SERIES SUPER LED RED/BLUE		$ 81.54	$ 1,630.80
10	IONSMJ	WHELEN ION SURFACE MOUNT SUPER-LED RED/BLUE		$ 81.54	$ 815.40
5	IONBKT1	WHELEN ION LICENSE PLATE BRACKET - HORIZ		$ 22.88	$ 113.40
10	TLU	WHELEN ION T-SERIES LINEAR SPLIT R/B		$ 88.40	$ 884.00
20	MCRNTJ	WHELEN MICRON STUD MOUNT R/B FENDER SKIRT		$ 79.80	$ 1,596.00
5	LINSV2R	WHELEN UNDER MIRROR RED		$ 147.00	$ 735.00
5	LINSV2B	WHELEN UNDER MIRROR BLUE		$ 147.00	$ 735.00
5	LSVBKT50	2020 PIU UNDER MIRROR MOUNT		$ 15.60	$ 78.00
5	BDP47UINT20D	DIVER SIDE BALLISTIC DOOR PANEL		$ 1,589.60	$ 7,948.00
5	BDP47UINT20P	PASSENGER SIDE BALLISTIC DOOR PANEL		$ 1,589.60	$ 7,948.00
5	WB47NPUINT20	PPROGARD REAR WINDOW BARS		$ 204.80	$ 1,024.00
5	S4705UINT20OSB	PROGARD 15-20 Tahoe Charcoal Grey ABS, Standard Transport Seat w/ 7 Ga. Steel Screen Window Cargo Barrier, and Outboard Seat Belts		$ 1,404.00	$ 7,020.00
5	PFW4714UINT20A	PROGARD 2020 FPIU POLY CENTER SLIDER WINDOW WITH EXPANDED METAL INSERT Includes Full Width Lower Extension Panel		$ 659.88	$ 3,299.40
5	PB47UINT20HD	PROGARD PUSHBUMPER		$ 616.80	$ 3,084.00
5	22050	STREAMLIGHT 12 VOLT DC DIRECT		$ 9.18	$ 45.90
5	22047	STREAMLIGHT CHARGE SLEEVE		$ 15.66	$ 78.30
5	CG-X	HAVIS CHARGEGUARD-SELECT		$ 70.20	$ 351.00
5	BLR-506	6 position Fuse Block for regular automotive blade-type fuses. * NO LED		$ -	$ -
5	BLR-510	10 position Fuse Block for regular automotive blade-type fuses. *NO LED		$ -	$ -
5	SUPPLIES	INSTALL SUPPLIES		$ 270.00	$ 1,350.00
5	INSTALL	INSTALL		$ 291.60	$ 1,458.00
				$ -	
				$ -	
				$ -

Agenda No. 11.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**March 23, 2021**
Department:	**Finance**
Subject:	**Quarterly Financial Reports. (B. James/J. Walters)**

BACKGROUND

Quarterly, Staff will submit to council unaudited financial reports as an update on the City's fiscal and budget performance. Some payments that must be recorded in this quarter can occur months after the close of the period. In those cases, staff attempts to estimate the value based on prior year's fiscal performance and current year trends. The Comprehensive Annual Financial Report to be published after the fiscal year end will include actual revenue and expenses for the accounts estimated in the quarterly financial reports.

Attachments

2019-20 4th Qtr Financial Statement

2020-21 1st Qtr Financial Statement

Quarterly Statement Schertz, Texas	CITY OF SCHERTZ REVENUE AND EXPENSE REPORT (UNAUDITED) AS OF :SEPTEMBER 30, 2020 ********** 2019 - 2020 **********				
	CURRENT BUDGET	CURRENT Y-T-D ACTUAL	Y-T-D ENCUMBR	BUDGET BALANCE	100% OF BUDGET
General Fund, 101					
Total Revenues	**39,874,336.00**	**34,495,476.38**	**0.00**	**5,378,859.62**	**86.51%**
Total General Government	6,982,008.79	6,284,169.16	60,898.05	636,941.58	90.88%
Total Public Safety	15,674,125.28	13,563,962.88	113,183.58	1,996,978.82	87.26%
Total Public Environment	1,749,074.00	1,521,424.36	97,784.49	129,865.15	92.58%
Total Parks & Recreation	2,584,923.00	2,104,164.43	54,185.25	426,573.32	83.50%
Total Cultural	1,025,897.00	1,034,433.03	48.49	(8,584.52)	100.84%
Total Health	699,825.40	648,502.10	38.35	51,284.95	92.67%
Total Internal Services	6,671,465.11	5,705,803.48	349,956.27	615,705.36	90.77%
Total Misc & Projects	4,352,992.00	4,287,961.79	2,500.00	62,530.21	98.56%
Total Expenditures	**39,740,310.58**	**35,150,421.23**	**678,594.48**	**3,911,294.87**	**90.16%**
Revenue Over(Under) Expenditures	**134,025.42**	**(654,944.85)**		**1,467,564.75**	
General Fund, 101 Total Cash in Bank & Investments		**15,688,453.57**			
Special Events Fund, 106					
Total Revenues	29,510.00	34,584.53	0.00	(5,074.53)	117.20%
Total Expenditures	29,510.00	31,690.09	0.00	(2,180.09)	107.39%
Revenue Over(Under) Expenditures	0.00	2,894.44		(2,894.44)	
Special Events Fund, 106 Total Cash in Bank & Investments		**111,440.96**			
Peg Fund, 110					
Total Revenues	118,000.00	81,999.54	0.00	36,000.46	69.49%
Total Expenditures	118,000.00	0.00	0.00	118,000.00	0.00%
Revenue Over(Under) Expenditures	0.00	81,999.54		(81,999.54)	
Peg Fund, 110 Total Cash in Bank & Investments		**867,708.03**			
Water & Sewer, 202					
Total Revenues	29,539,353.00	30,404,026.01	0.00	(864,673.01)	102.93%
Total Expenditures	29,539,353.00	29,210,634.10	912,704.38	(583,985.48)	101.98%
Revenue Over(Under) Expenditures	0.00	1,193,391.91		(280,687.53)	
Water & Sewer, 202 Total Cash in Bank & Investments		**8,485,283.13**			

Quarterly Statement Schertz, Texas	CITY OF SCHERTZ REVENUE AND EXPENSE REPORT (UNAUDITED) AS OF :SEPTEMBER 30, 2020 ********** 2019 - 2020 **********				
	CURRENT BUDGET	CURRENT Y-T-D ACTUAL	Y-T-D ENCUMBR	BUDGET BALANCE	100% OF BUDGET
EMS, 203					
Total Revenues	9,599,144.15	8,794,905.68	0.00	804,238.47	91.62%
Total Expenditures	9,598,811.11	8,168,721.92	270,789.89	1,159,299.30	87.92%
Revenue Over(Under) Expenditures	333.04	626,183.76		(355,060.83)	
EMS, 203 Total Cash in Bank & Investments		**1,397,409.42**			
Drainage, 204					
Total Revenues	1,316,037.00	1,247,051.80	0.00	68,985.20	94.76%
Total Expenditures	1,314,746.00	1,051,332.28	55,681.48	207,732.24	84.20%
Revenue Over(Under) Expenditures	1,291.00	195,719.52		(138,747.04)	
Drainage, 204 Total Cash in Bank & Investments		**841,394.49**			
Hotel Tax, 314					
Total Revenues	553,000.00	295,169.38	0.00	257,830.62	53.38%
Total Expenditures	505,894.00	393,571.33	0.00	112,322.67	77.80%
Revenue Over(Under) Expenditures	47,106.00	(98,401.95)		145,507.95	
Hotel Tax, 314 Total Cash in Bank & Investments		**2,084,938.49**			
Park, 317					
Total Revenues	177,000.00	7,325.79	0.00	169,674.21	4.14%
Total Expenditures	177,000.00	5,760.00	3,481.49	167,758.51	5.22%
Revenue Over(Under) Expenditures	0.00	1,565.79		1,915.70	
Park, 317 Total Cash in Bank & Investments		**292,235.45**			
Tree Mitigation, 319					
Total Revenues	78,750.00	58,496.11	0.00	20,253.89	74.28%
Total Expenditures	75,000.00	28,675.00	0.00	46,325.00	38.23%
Revenue Over(Under) Expenditures	3,750.00	29,821.11		(26,071.11)	
Tree Mitigation, 319 Total Cash in Bank & Investments		**464,827.62**			
Capital Recovery Water, 411					
Total Revenues	1,280,000.00	1,328,264.32	0.00	(48,264.32)	103.77%
Total Expenditures	256,000.00	58,301.03	127,216.28	70,482.69	72.47%
Revenue Over(Under) Expenditures	1,024,000.00	1,269,963.29		(118,747.01)	
Capital Recovery Water, 411 Total Cash in Bank & Investments		**7,725,764.86**			

Quarterly Statement Schertz, Texas	CITY OF SCHERTZ REVENUE AND EXPENSE REPORT (UNAUDITED) AS OF :SEPTEMBER 30, 2020 ********** 2019 - 2020 **********				
	CURRENT BUDGET	CURRENT Y-T-D ACTUAL	Y-T-D ENCUMBR	BUDGET BALANCE	100% OF BUDGET
Capital Recovery Sewer, 421					
Total Revenues	703,000.00	733,531.34	0.00	(30,531.34)	104.34%
Total Expenditures	260,500.00	164,535.80	156,477.85	(60,513.65)	123.23%
Revenue Over(Under) Expenditures	442,500.00	568,995.54		29,982.31	
Capital Recovery Sewer, 421 Total Cash in Bank & Investments		**7,345,834.06**			
I&S, 505					
Total Revenues	7,027,003.00	6,809,411.42	0.00	217,591.58	96.90%
Total Expenditures	7,027,003.28	7,025,719.55	0.00	1,283.73	99.98%
Revenue Over(Under) Expenditures	(0.28)	(216,308.13)		216,307.85	
I&S, 505 Total Cash in Bank & Investments		**785,918.39**			
SED Corporation, 620					
Total Revenues	7,952,931.00	5,107,529.36	0.00	2,845,401.64	64.22%
Total Expenditures	7,952,931.00	5,866,158.50	3,800,000.00	(1,713,227.50)	121.54%
Revenue Over(Under) Expenditures	0.00	(758,629.14)		4,558,629.14	
SED Corporation, 620 Total Cash in Bank & Investments		**24,202,506.40**			
Total Cash in Bank & Investments		**70,293,714.87**			

CITY OF SCHERTZ
REVENUE AND EXPENSE REPORT (UNAUDITED)
AS OF: September 30, 2020

101 GENERAL FUND REVENUES	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Taxes	23,448,050.00	2,680,380.18	22,193,926.28	23,918,317.34	-	(470,267.34)	102.01
Franchises	2,184,000.00	534,831.80	2,270,106.53	2,223,227.32	-	(39,227.32)	101.80
Permits	1,742,250.00	375,050.18	1,539,510.94	1,701,295.65	-	40,954.35	97.65
Licenses	56,860.00	10,052.50	65,786.55	49,539.50	-	7,320.50	87.13
Fees	2,390,134.00	511,633.02	2,459,972.24	2,091,014.48	-	299,119.52	87.49
Fines	12,000.00	1,090.02	14,582.69	7,052.62	-	4,947.38	58.77
Inter-Jurisdictional	977,436.00	387,058.16	926,569.88	996,174.03	-	(18,738.03)	101.92
Fund Transfers	8,124,257.00	560,577.24	2,697,682.62	2,703,943.00	-	5,420,314.00	33.28
Miscellaneous	939,349.00	118,413.53	1,252,501.15	804,912.44	-	134,436.56	85.69
TOTAL REVENUES	39,874,336.00	5,179,086.63	33,420,638.88	34,495,476.38	-	5,378,859.62	86.51%
EXPENDITURE SUMMARY							
GENERAL GOVERNMENT							
CITY COUNCIL							
Personnel Services	36,787.00	8,926.32	36,425.51	39,071.91	14.40	(2,299.31)	106.25
Supplies	650.00	37.35	644.55	410.00	-	240.00	63.08
City Support Services	53,204.96	5,214.29	24,677.25	42,476.40	114.80	10,613.76	80.05
Operations Support	300.00	38.15	178.40	212.27	-	87.73	70.76
Staff Support	28,600.00	1,355.39	22,614.84	24,765.10	5.00	3,829.90	86.61
Professional Services	8,000.00	1,975.00	7,800.00	3,950.00	-	4,050.00	49.38
Operating Equipment	2,000.00	-	-	-	-	2,000.00	0.00
TOTAL CITY COUNCIL	129,541.96	17,546.50	92,340.55	110,885.68	134.20	18,522.08	85.70%
CITY MANAGER							
Personnel Services	1,162,045.00	293,447.94	1,061,361.23	1,154,035.73	43.42	7,965.85	99.31
Supplies	2,000.00	110.97	1,892.23	1,481.05	31.00	487.95	75.60
City Support Services	6,000.00	-	4,338.25	3,809.16	-	2,190.84	63.49
Operations Support	50.00	-	-	-	-	50.00	-
Staff Support	24,775.00	2,604.56	17,511.81	8,700.25	390.91	15,683.84	36.69
TOTAL CITY MANAGER	1,194,870.00	296,163.47	1,086,888.36	1,168,026.19	465.33	26,378.48	97.79%
MUNICIPAL COURT							
Personnel Services	260,823.00	67,132.69	280,787.67	270,219.79	20.28	(9,417.07)	103.61
Supplies	1,500.00	629.03	1,986.60	1,559.03	-	(59.03)	103.94
City Support Services	750.00	-	326.17	740.64	-	9.36	98.75
Operations Support	2,500.00	38.00	1,967.00	38.00	-	2,462.00	1.52
Staff Support	7,110.00	2,262.18	6,988.33	4,163.69	74.36	2,871.95	59.61
Court Support	700.00	-	450.00	372.00	-	328.00	53.14

C I T Y O F S C H E R T Z
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101 GENERAL FUND	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Professional Services	64,000.00	9,062.50	52,772.56	45,693.50	4,781.50	13,525.00	78.87
Maintenance Services	3,000.00	450.00	1,800.00	1,650.00	450.00	900.00	70.00
TOTAL MUNICIPAL COURT	340,383.00	79,574.40	347,078.33	324,436.65	5,326.14	10,620.21	96.88%
CUSTOMER RELATIONS-311							
Personnel Services	106,817.00	27,565.43	116,692.47	109,338.44	10.14	(2,531.58)	102.37
Supplies	100.00	24.61	96.99	99.33	-	0.67	99.33
Staff Support	830.00	-	195.02	800.21	(12.78)	42.57	94.87
TOTAL CUSTOMER RELATIONS-311	107,747.00	27,590.04	117,254.26	110,237.98	(2.64)	(2,488.34)	102.31%
PLANNING & ZONING							
Personnel Services	210,713.00	50,196.77	202,043.59	179,471.02	15.21	31,226.77	85.18
Supplies	1,775.70	482.26	694.26	755.02	-	1,020.68	42.52
Utility Services	186.00	-	7.00	81.00	-	105.00	43.55
Operations Support	33,877.00	150.00	23,537.48	1,913.70	-	31,963.30	5.65
Staff Support	100.00	10.00	27.00	36.00	-	64.00	36.00
Professional Services	6,670.00	275.17	1,225.38	593.12	6,075.83	1.05	99.98
TOTAL PLANNING & ZONING	253,321.70	51,114.20	227,534.71	182,849.86	6,091.04	64,380.80	74.59%
LEGAL SERVICES							
Operations Support	10,000.00	3,365.51	9,071.23	4,342.31	1,449.13	4,208.56	57.91
Professional Services	140,000.00	53,591.48	126,526.42	103,379.28	-	36,620.72	73.84
TOTAL LEGAL SERVICES	150,000.00	56,956.99	135,597.65	107,721.59	1,449.13	40,829.28	72.78%
CITY SECRETARY							
Personnel Services	185,261.00	47,844.22	198,764.05	193,101.80	10.14	(7,850.94)	104.24
Supplies	1,150.00	321.13	1,153.95	909.90	-	240.10	79.12
City Support Services	9,000.00	1,811.04	3,846.47	7,213.03	-	1,786.97	80.14
Operations Support	150.00	-	27.95	-	-	150.00	-
Staff Support	5,500.00	1,344.05	4,137.32	5,232.42	-	267.58	95.13
Operating Equipment	400.00	-	-	-	-	400.00	-
TOTAL CITY SECRETARY	201,461.00	51,320.44	207,929.74	206,457.15	10.14	(5,006.29)	102.48%
NON-DEPARTMENTAL							
City Support Services	869,607.13	55,641.51	438,071.77	487,023.53	-	382,583.60	56.01
Operations Support	156,000.00	101,815.56	157,973.85	194,378.12	-	(38,378.12)	124.60
Staff Support	200.00	-	73.20	-	-	200.00	-
City Assistance	1,974,583.00	605,322.96	1,463,271.90	1,914,550.22	9,000.00	51,032.78	97.42
Professional Services	47,235.00	21,839.59	47,922.39	73,575.09	-	(26,340.09)	155.76
Fund Chrgs/Transfrs-Spec Events Fnd	10,750.00	374.47	64,356.31	374.47	-	10,375.53	3.48
TOTAL NON-DEPARTMENTAL	3,058,375.13	784,994.09	2,171,669.42	2,669,901.43	9,000.00	379,473.70	87.59%
PUBLIC AFFAIRS							

C I T Y O F S C H E R T Z
REVENUE AND EXPENSE REPORT (UNAUDITED)
AS OF: September 30, 2020

101 GENERAL FUND	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Personnel Services	286,181.00	74,180.54	286,832.63	297,026.39	20.28	(10,865.67)	103.80
Supplies	700.00	163.43	733.49	564.37	-	135.63	80.62
City Support Services	1,000.00	-	1,975.14	990.49	-	9.51	99.05
Operations Support	46,974.50	7,448.58	21,894.62	27,366.08	2.91	19,605.51	58.26
Staff Support	11,268.50	499.00	7,817.76	2,782.45	14.00	8,472.05	24.82
Professional Services	250,500.00	56,139.88	286,850.24	228,379.09	-	22,120.91	91.17
TOTAL PUBLIC AFFAIRS	596,624.00	138,431.43	609,184.28	557,108.87	37.19	39,477.94	93.38%
ENGINEERING							
Personnel Services	675,951.00	161,716.99	633,490.61	628,906.62	30.42	47,013.96	93.04
Supplies	2,650.00	621.32	1,166.64	1,172.82	-	1,477.18	44.26
City Support Services	448.00	431.50	-	431.50	-	16.50	96.32
Utility Services	3,839.00	1,610.73	7,060.71	6,302.15	-	(2,463.15)	164.16
Operations Support	100.00	-	-	31.00	-	69.00	31.00
Staff Support	19,464.00	1,878.32	12,761.59	4,980.58	-	14,483.42	25.59
Professional Services	60,000.00	3,000.00	19,831.11	15,790.50	37,227.00	6,982.50	88.36
Operating Equipment	4,559.00	1,576.08	538.37	1,754.73	1,119.96	1,684.31	63.06
TOTAL ENGINEERING	767,011.00	170,834.94	703,456.18	659,369.90	38,377.38	69,263.72	90.97%
GIS							
Personnel Services	168,874.00	43,652.03	171,658.92	176,000.23	10.14	(7,136.37)	104.23
Supplies	1,200.00	-	-	534.28	-	665.72	44.52
Staff Support	2,625.00	-	-	2,625.00	-	-	100.00
Professional Services	6,975.00	-	3,957.48	4,763.93	-	2,211.07	68.30
Rental/Leasing	3,000.00	912.54	2,083.80	3,250.42	-	(250.42)	108.35
TOTAL GIS	182,674.00	44,564.57	177,700.20	187,173.86	10.14	(4,510.00)	102.47%
TOTAL GENERAL GOVERNMENT	6,982,008.79	1,719,091.07	5,876,633.68	6,284,169.16	60,898.05	636,941.58	90.88%
PUBLIC SAFETY							
POLICE							
Personnel Services	7,604,381.00	735,387.48	6,998,679.73	6,309,734.47	418.34	1,294,228.19	82.98
Supplies	69,685.34	23,357.24	56,586.09	67,511.99	375.20	1,798.15	97.42
City Support Services	26,000.00	-	26,264.31	26,400.62	-	(400.62)	101.54
Utility Services	162,548.75	21,263.12	97,914.26	83,908.65	-	78,640.10	51.62
Operations Support	18,086.00	957.00	7,836.05	5,543.00	-	12,543.00	30.65
Staff Support	107,606.73	36,787.34	135,559.21	94,589.91	2,564.14	10,452.68	90.29
City Assistance	9,100.00	3,759.31	16,742.20	9,953.94	-	(853.94)	109.38
Professional Services	73,993.00	28,989.75	80,628.97	68,118.24	-	5,874.76	92.06
Maintenance Services	72,433.00	22,702.96	62,030.00	63,175.69	-	9,257.31	87.22
Rental/Leasing	44,544.00	-	-	44,544.00	-	-	100.00

CITY OF SCHERTZ
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101 GENERAL FUND	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Operating Equipment	357,047.55	128,490.03	395,550.73	297,109.49	41,538.93	18,399.13	94.85
Capital Outlay	533,575.00	311,739.88	199,596.75	533,568.71	-	6.29	100.00
TOTAL POLICE	9,079,000.37	1,313,434.11	8,077,388.30	7,604,158.71	44,896.61	1,429,945.05	84.25%
FIRE RESCUE							
Personnel Services	4,708,388.00	711,928.18	4,611,501.47	4,332,477.84	273.91	375,636.25	92.02
Supplies	23,992.22	6,828.25	18,529.45	17,662.32	176.71	6,153.19	74.35
Utility Services	88,720.00	22,847.87	55,221.04	76,715.06	-	12,004.94	86.47
Operations Support	1,150.00	434.94	391.61	769.87	-	380.13	66.95
Staff Support	195,887.10	31,986.09	172,038.22	174,501.64	8,994.80	12,390.66	93.67
City Assistance	24,000.00	9,410.27	20,867.53	23,617.83	-	382.17	98.41
Professional Services	68,000.00	23,210.00	33,465.00	61,221.00	-	6,779.00	90.03
Maintenance Services	69,592.00	14,709.41	70,560.44	40,123.29	14,666.40	14,802.31	78.73
Rental/Leasing	10,600.00	-	25,580.85	8,989.92	-	1,610.08	84.81
Operating Equipment	209,505.59	55,081.04	100,193.32	187,805.99	1,647.44	20,052.16	90.43
Capital Outlay	195,888.00	7,072.26	177,854.51	116,404.51	14,077.68	65,405.81	66.61
TOTAL FIRE RESCUE	5,595,722.91	897,768.25	5,287,797.52	5,056,610.46	40,847.34	498,265.11	91.10%
INSPECTIONS							
Personnel Services	841,043.00	211,968.04	802,082.54	837,529.59	58.63	3,454.78	99.59
Supplies	4,868.00	366.48	2,897.27	1,515.65	-	3,352.35	31.13
Utility Services	9,720.00	1,133.98	6,046.53	4,284.75	-	5,435.25	44.08
Operations Support	2,400.00	155.00	1,206.10	155.00	-	2,245.00	6.46
Staff Support	41,261.00	5,925.34	25,974.71	16,154.84	-	25,106.16	39.15
Professional Services	70,000.00	32,850.00	69,720.00	42,475.00	-	27,525.00	60.68
Operating Equipment	1,110.00	1,078.88	2,841.07	1,078.88	-	31.12	97.20
Capital Outlay	29,000.00	-	52,087.30	-	27,381.00	1,619.00	94.42
TOTAL INSPECTIONS	999,402.00	253,477.72	962,855.52	903,193.71	27,439.63	68,768.66	93.12%
TOTAL PUBLIC SAFETY	15,674,125.28	2,464,680.08	14,328,041.34	13,563,962.88	113,183.58	1,996,978.82	87.26%
PUBLIC ENVIRONMENT							
STREETS							
Personnel Services	877,796.00	193,852.28	725,346.27	751,942.63	76.05	125,777.32	85.67
Supplies	123,948.00	19,840.34	92,909.98	100,975.82	13,076.02	9,896.16	92.02
City Support Services	2,500.00	1,249.30	-	2,477.83	-	22.17	99.11
Utility Services	175,000.00	57,884.07	184,413.64	179,334.44	1,626.00	(5,960.44)	103.41
Staff Support	15,320.00	3,909.86	17,397.38	16,083.08	216.42	(979.50)	106.39
Professional Services	9,800.00	-	6,345.00	9,765.30	-	34.70	99.65
Maintenance Services	197,685.00	69,288.53	40,561.09	151,779.03	49,492.00	(3,586.03)	101.81

CITY OF SCHERTZ
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101 GENERAL FUND	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Rental/Lease	3,200.00	-	5,042.60	1,900.00	1,275.00	25.00	99.22
Operating Equipment	1,700.00	56,119.36	41,318.45	56,635.41	-	(54,935.41)	3,331.49
Capital Outlay	342,125.00	250,530.82	188,545.13	250,530.82	32,023.00	59,571.18	82.59
TOTAL STREETS	1,749,074.00	652,674.56	1,301,879.54	1,521,424.36	97,784.49	129,865.15	92.58%
TOTAL PUBLIC ENVIRONMENT	1,749,074.00	652,674.56	1,301,879.54	1,521,424.36	97,784.49	129,865.15	92.58%
PARKS & RECREATION							
PARKS DEPARTMENT							
Personnel Services	656,064.00	155,726.22	568,333.97	591,086.16	51.35	64,926.49	90.10
Supplies	95,699.00	32,470.37	68,853.35	81,490.85	15.12	14,193.03	85.17
City Support Services	114,500.00	19,042.69	20,807.53	60,683.53	-	53,816.47	53.00
Utility Services	244,500.00	77,794.35	225,783.03	221,615.95	-	22,884.05	90.64
Operations Support	1,677.00	1,571.12	1,847.39	1,676.80	-	0.20	99.99
Staff Support	19,670.00	6,650.80	17,338.49	18,405.98	-	1,264.02	93.57
Professional Services	149,000.00	55,625.89	151,897.02	132,392.27	5,400.00	11,207.73	92.48
Maintenance Services	100,767.00	25,493.76	11,687.93	40,675.84	47,972.50	12,118.66	87.97
Rental/Leasing	10,360.00	2,588.49	13,629.57	10,209.75	-	150.25	98.55
Operating Equipment	64,595.00	24,798.18	93,040.27	61,107.95	-	3,487.05	94.60
Capital Outlay	163,196.00	66,399.16	310,418.50	92,812.79	-	70,383.21	56.87
TOTAL PARKS DEPARTMENT	1,620,028.00	468,161.03	1,483,637.05	1,312,157.87	53,438.97	254,431.16	84.29%
SWIM POOL							
Supplies	22,500.00	10,515.05	15,343.85	17,463.71	-	5,036.29	77.62
Utility Services	16,500.00	7,951.03	27,255.74	20,081.52	-	(3,581.52)	121.71
Maintenance Services	530,878.00	185,231.38	519,888.57	433,982.56	-	96,895.44	81.75
TOTAL SWIM POOL	569,878.00	203,697.46	567,605.95	471,527.79	-	98,350.21	82.74%
EVENT FACILITIES							
Personnel Services	279,034.00	59,595.35	239,440.39	263,683.87	20.28	15,329.85	94.51
Supplies	5,981.50	849.02	3,245.91	3,812.40	-	2,169.10	63.74
Utility Services	46,650.00	14,758.48	40,823.20	35,766.92	-	10,883.08	76.67
Operations Support	12,358.00	174.24	10,367.89	1,506.60	-	10,851.40	12.19
Staff Support	5,493.50	816.86	3,056.68	3,508.06	-	1,985.44	63.86
Maintenance Services	13,000.00	1,086.99	-	6,311.99	-	6,688.01	48.55
Operating Equipment	25,500.00	10,110.33	26,307.00	5,888.93	726.00	18,885.07	15.19
Capital Outlay	7,000.00	-	-	-	-	7,000.00	-
TOTAL EVENT FACILITIES	395,017.00	87,391.27	323,241.07	320,478.77	746.28	73,791.95	81.32%
TOTAL PARKS & RECREATION	2,584,923.00	759,249.76	2,374,484.07	2,104,164.43	54,185.25	426,573.32	83.50%
CULTURAL							

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101 GENERAL FUND	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
LIBRARY							
Personnel Services	782,955.00	199,429.59	786,234.26	810,140.60	48.49	(27,234.09)	103.48
Supplies	15,000.00	4,767.78	12,466.27	10,568.37	-	4,431.63	70.46
Utility Services	57,500.00	23,469.89	57,546.65	58,308.11	-	(808.11)	101.41
Operations Support	5,350.00	1,365.91	2,851.88	4,744.27	-	605.73	88.68
Staff Support	12,520.00	377.00	4,512.15	6,516.82	-	6,003.18	52.05
Professional Services	2,411.00	-	2,364.00	1,984.10	-	426.90	82.29
Operating Equipment	150,161.00	51,170.25	133,881.73	142,170.76	-	7,990.24	94.68
TOTAL LIBRARY	1,025,897.00	280,580.42	999,856.94	1,034,433.03	48.49	(8,584.52)	100.84%
TOTAL CULTURAL	1,025,897.00	280,580.42	999,856.94	1,034,433.03	48.49	(8,584.52)	100.84%
HEALTH							
ANIMAL SERVICES							
Personnel Services	407,558.00	92,940.18	321,170.19	357,519.06	38.35	50,000.59	87.73
Supplies	48,831.00	10,099.45	41,960.75	43,407.45	-	5,423.55	88.89
Utility Services	44,866.50	10,462.93	57,629.68	40,941.04	-	3,925.46	91.25
Operations Support	1,000.00	-	229.67	93.00	-	907.00	9.30
Staff Support	12,560.90	4,693.92	9,572.91	6,868.50	-	5,692.40	54.68
City Assistance	56,213.00	18,528.55	33,813.25	54,683.66	-	1,529.34	97.28
Professional Services	5,090.00	162.00	28,068.45	3,802.00	-	1,288.00	74.70
Maintenance Services	2,900.00	873.04	2,160.12	2,153.04	-	746.96	74.24
Operating Equipment	5,878.00	825.00	3,959.65	5,870.63	-	7.37	99.87
Capital Outlay	114,928.00	-	-	133,163.72	-	(18,235.72)	115.87
TOTAL ANIMAL SERVICES	699,825.40	138,585.07	499,493.02	648,502.10	38.35	51,284.95	92.67%
TOTAL HEALTH	699,825.40	138,585.07	499,493.02	648,502.10	38.35	51,284.95	92.67%
INTERNAL SERVICE							
INFORMATION TECHNOLOGY							
Personnel Services	646,859.00	152,238.27	664,890.02	645,709.33	35.49	1,114.18	99.83
Supplies	6,300.00	948.83	5,340.03	3,236.46	287.49	2,776.05	55.94
City Support Services	936,861.00	116,024.70	709,038.97	584,588.73	67,933.47	284,338.80	69.65
Utility Services	296,746.00	103,205.99	232,361.90	262,605.22	4,076.88	30,063.90	89.87
Staff Support	39,020.00	2,331.60	39,076.23	24,279.02	424.00	14,316.98	63.31
Professional Services	190,424.00	59,937.25	216,398.62	101,448.03	3,875.50	85,100.47	55.31
Maintenance Services	15,500.00	4,745.28	13,945.61	7,413.40	1,831.00	6,255.60	59.64
Operating Equipment	283,257.11	74,191.29	300,645.20	169,425.91	8,007.10	105,824.10	62.64
Capital Outlay	55,570.00	22,796.57	37,103.19	22,796.57	51.96	32,721.47	41.12
TOTAL INFORMATION TECHNOLOGY	2,470,537.11	536,419.78	2,218,799.77	1,821,502.67	86,522.89	562,511.55	77.23%
HUMAN RESOURCES							

CITY OF SCHERTZ
REVENUE AND EXPENSE REPORT (UNAUDITED)
AS OF: September 30, 2020

101 GENERAL FUND	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Personnel Services	421,928.00	112,718.25	412,221.03	426,980.51	25.35	(5,077.86)	101.20
Supplies	4,146.00	1,341.61	606.32	2,433.10	-	1,712.90	58.69
Human Services	193,000.00	37,186.23	141,714.00	125,291.79	82.00	67,626.21	64.96
Operations Support	9,000.00	512.00	4,027.16	2,116.84	225.00	6,658.16	26.02
Staff Support	38,150.00	9,110.62	28,562.47	20,082.36	277.45	17,790.19	53.37
City Assistance	10,000.00	6,130.00	13,860.00	13,121.00	-	(3,121.00)	131.21
Professional Services	27,600.00	18,516.75	56,432.74	78,264.50	6,980.00	(57,644.50)	308.86
Operating Equipment	350.00	-	1,071.44	349.29	-	0.71	99.80
TOTAL HUMAN RESOURCES	704,174.00	185,515.46	658,495.16	668,639.39	7,589.80	27,944.81	96.03%
FINANCE							
Personnel Services	559,958.00	148,133.55	554,198.95	587,964.68	38.35	(28,045.03)	105.01
Supplies	3,700.00	333.60	4,064.94	2,598.66	-	1,101.34	70.23
Staff Support	9,231.00	2,249.00	3,676.40	5,890.08	-	3,340.92	63.81
Professional Sevices	34,169.00	7,910.77	31,498.75	35,976.52	-	(1,807.52)	105.29
Operating Equipment	1,835.00	223.99	2,357.63	1,834.95	-	0.05	100.00
TOTAL FINANCE	608,893.00	158,850.91	595,796.67	634,264.89	38.35	(25,410.24)	104.17%
PURCHASING & ASSET MGT							
Personnel Services	214,433.00	55,386.90	213,721.13	223,412.99	15.21	(8,995.20)	104.19
Supplies	700.00	1,827.68	1,660.75	1,988.10	-	(1,288.10)	284.01
Utility Services	280.00	-	-	-	-	280.00	-
Operations Support	7,615.00	1,211.71	5,818.75	4,882.67	488.75	2,243.58	70.54
Staff Support	5,585.00	1,204.26	4,609.19	2,527.08	-	3,057.92	45.25
City Assistance	3,000.00	613.00	1,994.00	1,264.00	30.00	1,706.00	43.13
Operating Equipment	1,570.00	1,431.37	169.98	1,431.37	-	138.63	91.17
TOTAL PURCHASING & ASSET MGT	233,183.00	61,674.92	227,973.80	235,506.21	533.96	(2,857.17)	101.23%
FLEET SERVICE							
Personnel Services	461,299.00	110,459.43	271,778.44	369,659.69	44.07	91,595.24	80.14
Supplies	201,500.00	57,437.98	137,605.58	196,961.84	335.67	4,202.49	97.91
City Support Services	6,000.00	-	15,887.30	5,516.68	-	483.32	91.94
Utility Services	6,500.00	1,148.59	8,743.67	5,730.64	-	769.36	88.16
Staff Support	11,530.00	2,024.64	16,752.33	10,775.32	-	754.68	93.45
Maintenance Services	198,609.00	54,049.11	241,290.53	169,181.76	9,331.50	20,095.74	89.88
Operating Equipment	9,400.00	1,657.59	14,811.56	4,412.87	4,503.00	484.13	94.85
Capital Outlay	151,643.00	-	94,939.50	151,643.00	-	-	100.00
TOTAL FLEET SERVICE	1,046,481.00	226,777.34	801,808.91	913,881.80	14,214.24	118,384.96	88.69%
FACILITY SERVICES							
Personnel Services	654,146.00	181,176.23	653,671.66	728,600.92	53.54	(74,508.46)	111.39

C I T Y O F S C H E R T Z
REVENUE AND EXPENSE REPORT (UNAUDITED)
AS OF: September 30, 2020

101 GENERAL FUND	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Supplies	70,054.00	14,037.64	102,431.79	57,315.72	72.08	12,666.20	81.92
City Support Services	200.00	-	-	99.99	-	100.01	50.00
Utility Services	171,000.00	64,762.39	176,961.97	182,139.57	-	(11,139.57)	106.51
Staff Support	9,500.00	1,010.03	5,604.55	6,588.16	-	2,911.84	69.35
Professional Services	92,000.00	30,947.24	82,988.29	91,510.22	-	489.78	99.47
Maintenance Services	584,297.00	67,181.31	427,285.38	331,735.96	240,931.41	11,629.63	98.01
Rental/Leasing	500.00	686.40	400.00	766.78	-	(266.78)	153.36
Operating Equipment	1,500.00	649.95	5,670.06	6,557.70	-	(5,057.70)	437.18
Capital Outlay	25,000.00	26,693.50	36,438.45	26,693.50	-	(1,693.50)	106.77
TOTAL BUILDING MAINTENANCE	1,608,197.00	387,144.69	1,491,452.15	1,432,008.52	241,057.03	(64,868.55)	104.03%
TOTAL INTERNAL SERVICE	6,671,465.11	1,556,383.10	5,994,326.46	5,705,803.48	349,956.27	615,705.36	90.77%
MISC & PROJECTS							
Project							
Fund Charges/Transfers	4,000,000.00	4,000,000.00	-	4,000,000.00	-	-	100.00
TOTAL PROJECTS	4,000,000.00	4,000,000.00	-	4,000,000.00	-	-	100.00%
CITY ASSISTANCE							
City's Assistance to Agencies	320,000.00	61,872.76	291,810.64	283,640.22	-	36,359.78	88.64
Operating Equipment	10,000.00	-	11,315.88	4,321.57	-	5,678.43	43.22
TOTAL CITY ASSISTANCE	330,000.00	61,872.76	303,126.52	287,961.79	-	42,038.21	87.26%
COURT - RESTRICTED FUNDS							
Operating Equipment	22,992.00	-	2,606.68	-	2,500.00	20,492.00	10.87
TOTAL COURT-RESTRICTED FUNDS	22,992.00	-	2,606.68	-	2,500.00	20,492.00	10.87%
TOTAL MISC & PROJECTS	4,352,992.00	4,061,872.76	305,733.20	4,287,961.79	2,500.00	62,530.21	98.56%
TOTAL EXPENDITURES	39,740,310.58	11,633,116.82	31,680,448.25	35,150,421.23	678,594.48	3,911,294.87	90.16%
REVENUE OVER(UNDER) EXPEND.	134,025.42	(6,454,030.19)	1,740,190.63	(654,944.85)		1,467,564.75	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: September 30, 2020

101 GENERAL FUND		CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUES								
Taxes								
000-411100	Advalorem Tax-Current	14,060,000.00	145,388.97	13,471,713.69	14,102,254.61	-	(42,254.61)	100.30
000-411110	Disable Veterans Assist Pymnt	300,000.00	-	201,117.19	-	-	300,000.00	-
000-411200	Advalorem Tax-Delinquent	50,000.00	11,751.66	55,578.66	46,115.05	-	3,884.95	92.23
000-411300	Advalorem Tax-P&I	50,000.00	30,105.73	70,356.07	86,944.57	-	(36,944.57)	173.89
000-411500	Sales Tax Revenue-Gen Fund	8,944,000.00	2,485,442.09	8,334,641.95	9,612,863.89	-	(668,863.89)	107.48
000-411600	Bingo Tax	50.00	-	24.30	28.16	-	21.84	56.32
000-411700	Mixed Beverage Tax	44,000.00	7,691.73	60,494.42	70,111.06	-	(26,111.06)	159.34
TOTAL Taxes		23,448,050.00	2,680,380.18	22,193,926.28	23,918,317.34	-	(470,267.34)	102.01%
Franchises								
000-421200	Center Point/Entex Energy	90,000.00	15,671.18	92,447.59	90,533.14	-	(533.14)	100.59
000-421220	City Public Service	1,020,000.00	264,971.49	943,528.57	946,814.89	-	73,185.11	92.82
000-421240	Guadalupe Valley Elec Co-op	455,000.00	139,261.92	445,505.43	441,210.51	-	13,789.49	96.97
000-421250	New Braunfels Utilities	78,000.00	19,841.91	66,590.59	65,990.61	-	12,009.39	84.60
000-421300	Time Warner-State Franchise	180,000.00	77,723.16	310,383.88	317,421.03	-	(137,421.03)	176.35
000-421460	AT&T Franchise Fee	75,000.00	(35,611.46)	129,614.05	92,736.03	-	(17,736.03)	123.65
000-421480	Other Telecom Franchise - ROW	130,000.00	12,479.33	125,415.10	107,818.77	-	22,181.23	82.94
000-421500	Solid Waste Franchise Fee	156,000.00	40,494.27	156,621.32	160,702.34	-	(4,702.34)	103.01
TOTAL Franchises		2,184,000.00	534,831.80	2,270,106.53	2,223,227.32	-	(39,227.32)	101.80%
Permits								
000-431100	Home Occupation Permit	500.00	35.00	525.00	560.00	-	(60.00)	112.00
000-431205	Bldg Permit-Residential	550,000.00	126,281.00	528,024.50	588,823.50	-	(38,823.50)	107.06
000-431210	Bldg Permit-Commercial	350,000.00	17,513.00	154,369.00	181,831.00	-	168,169.00	51.95
000-431215	Bldg Permit-General	350,000.00	121,900.00	362,897.50	377,724.50	-	(27,724.50)	107.92
000-431300	Mobile Home Permit	400.00	-	750.00	300.00	-	100.00	75.00
000-431400	Signs Permit	5,600.00	1,228.00	9,231.00	4,875.00	-	725.00	87.05
000-431500	Food Establishmnt Permit	63,000.00	6,510.00	62,460.00	69,780.00	-	(6,780.00)	110.76
000-431700	Plumbing Permit	138,950.00	32,411.00	125,205.00	130,330.00	-	8,620.00	93.80
000-431750	Electrical Permit	70,900.00	21,360.00	70,860.00	69,460.00	-	1,440.00	97.97
000-431800	Mechanical Permit	68,300.00	17,000.00	65,740.00	68,640.00	-	(340.00)	100.50
000-431900	Solicitor/Peddler Permit	2,300.00	1,390.00	6,500.00	2,256.00	-	44.00	98.09
000-431950	Animal/Pet Permit	500.00	30.00	15.00	45.00	-	455.00	9.00
000-432000	Cert of Occupancy Prmt	6,300.00	1,050.00	9,250.00	7,150.00	-	(850.00)	113.49
000-432100	Security Alarm Permit	43,000.00	13,830.15	48,506.03	43,736.15	-	(736.15)	101.71
000-432300	Grading/Clearing Permit	12,500.00	2,880.51	15,117.92	9,794.69	-	2,705.31	78.36
000-432400	Development Permit	50,000.00	4,828.52	52,296.99	110,297.31	-	(60,297.31)	220.59
000-435000	Fire Permit	30,000.00	6,803.00	27,763.00	35,692.50	-	(5,692.50)	118.98

CITY OF SCHERTZ

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AS OF: September 30, 2020

101 GENERAL FUND		CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUES								
TOTAL Permits		1,742,250.00	375,050.18	1,539,510.94	1,701,295.65	-	40,954.35	97.65%
Licenses								
000-441000	Alcohol Beverage License	8,100.00	2,312.50	7,542.50	7,782.50	-	317.50	96.08
000-441300	Mobile Home License	160.00	-	80.00	120.00	-	40.00	75.00
000-442000	Contractors License	45,600.00	7,740.00	55,600.00	40,680.00	-	4,920.00	89.21
000-444000	Pet License	3,000.00	-	2,564.05	957.00	-	2,043.00	31.90
TOTAL Licenses		56,860.00	10,052.50	65,786.55	49,539.50	-	7,320.50	87.13%
Fees								
000-451000	Municipal Court Fines	664,160.00	158,781.12	689,543.30	625,820.13	-	38,339.87	94.23
000-451100	Arrest Fee	25,680.00	5,556.40	26,447.55	21,404.24	-	4,275.76	83.35
000-451110	Expunction Fee	160.00	-	30.00	100.00	-	60.00	62.50
000-451200	Warrant Fees	73,560.00	15,050.01	72,813.48	67,367.91	-	6,192.09	91.58
000-451340	Judicial Fee-City	3,432.00	152.29	3,516.35	1,531.00	-	1,901.00	44.61
000-451400	Traffic Fine Costs TTL	12,168.00	2,687.99	12,521.47	9,929.92	-	2,238.08	81.61
000-451510	Juvenile Case Mgmt Fee	28,668.00	1,279.15	29,337.96	12,773.64	-	15,894.36	44.56
000-451520	Truancy Fees	5,352.00	5,020.91	5,447.91	13,592.23	-	(8,240.23)	253.97
000-451600	Technology Fund Fee	22,992.00	4,933.73	23,423.03	19,459.44	-	3,532.56	84.64
000-451700	Security Fee	17,244.00	5,538.94	17,567.27	18,903.60	-	(1,659.60)	109.62
000-451800	Time Payment Fee-City	4,968.00	952.76	4,967.73	4,147.51	-	820.49	83.48
000-451850	State Fines 10% Service Fee	38,752.00	6,748.98	35,756.42	32,615.42	-	6,136.58	84.16
000-451900	DPS Payment-Local	5,592.00	1,195.11	5,501.12	5,058.51	-	533.49	90.46
000-452000	Child Safety Fee	10,356.00	654.10	9,742.52	5,889.52	-	4,466.48	56.87
000-452100	Platting Fees	59,000.00	9,000.00	52,500.00	31,250.00	-	27,750.00	52.97
000-452200	Site Plan Fee	36,000.00	4,500.00	31,500.00	10,500.00	-	25,500.00	29.17
000-452300	Plan Check Fee	625,000.00	133,431.75	527,530.81	552,173.50	-	72,826.50	88.35
000-452320	Tree Mitigation Admin Fee	15,000.00	-	5,280.00	10,707.30	-	4,292.70	71.38
000-452400	BOA/Variance Fees	5,000.00	-	3,250.00	1,000.00	-	4,000.00	20.00
000-452600	Specific Use/Zone Chng Fee	18,000.00	1,000.00	18,800.00	22,089.80	-	(4,089.80)	122.72
000-452710	Zoning Ltr & Dev Rights	1,950.00	900.00	4,500.00	3,300.00	-	(1,350.00)	169.23
000-453100	Reinspection Fees	170,000.00	53,075.00	226,667.00	202,350.50	-	(32,350.50)	119.03
000-453110	Swim Pool Inspection Fee	2,500.00	880.00	1,430.00	2,970.00	-	(470.00)	118.80
000-453200	Lot Abatement	5,000.00	2,523.63	2,507.50	8,552.17	-	(3,552.17)	171.04
000-453211	Admin Fee-Inspections	18,600.00	2,000.00	11,100.00	11,200.00	-	7,400.00	60.22
000-453710	Foster Care	500.00	250.00	402.87	600.00	-	(100.00)	120.00
000-454200	Pool Gate Admission Fee	24,000.00	7,604.00	24,312.35	12,339.00	-	11,661.00	51.41
000-454300	Seasonal Pool Pass Fee	5,000.00	90.00	4,234.00	1,380.00	-	3,620.00	27.60

CITY OF SCHERTZ

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AS OF: September 30, 2020

101 GENERAL FUND		CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUES								
000-456500	HAZ MAT Fees	5,000.00	-	1,041.25	-	-	5,000.00	0.00
000-456600	Fire Re-inspection Fee	1,000.00	250.00	493.17	650.00	-	350.00	65.00
000-458000	Sale of General Fixed Assets	20,000.00	-	-	-	-	20,000.00	0.00
000-458110	Sale of Mdse - GovDeals	80,000.00	27,197.15	113,073.22	53,563.35	-	26,436.65	66.95
000-458400	Civic Center Rental Fees	200,000.00	(850.00)	211,567.62	5,275.00	-	194,725.00	2.64
000-458401	Capital Recovery Fee-Civic C	7,500.00	350.00	17,940.00	11,500.00	-	(4,000.00)	153.33
000-458450	North Center Rental Fees	23,000.00	4,550.00	27,797.00	15,875.00	-	7,125.00	69.02
000-458460	Senior Center Rental	7,000.00	-	8,101.00	3,500.00	-	3,500.00	50.00
000-458500	Community Center Rental Fees	35,000.00	1,689.50	45,210.50	16,777.75	-	18,222.25	47.94
000-458550	Pavilion Rental Fees	20,000.00	290.00	20,671.50	4,590.00	-	15,410.00	22.95
000-458560	Chamber of Comm Rent	7,500.00	1,950.00	7,800.00	7,800.00	-	(300.00)	104.00
000-458570	Non-Resident SYSA League	10,000.00	-	19,170.00	8,590.00	-	1,410.00	85.90
000-458650	NonResident User Fee-BVYA	10,000.00	-	10,710.00	6.00	-	9,994.00	0.06
000-458660	BVYA Utility Reimbursement	15,000.00	-	13,489.78	-	-	15,000.00	0.00
000-458670	SYSA Utility Reimbursement	7,500.00	-	4,882.85	4,493.68	-	3,006.32	59.92
000-458675	Lions Futbol Utility Reimbrsmt	10,000.00	3,516.00	17,064.00	16,098.00	-	(6,098.00)	160.98
000-458700	Vehicle Impoundment	10,000.00	5,540.00	7,820.00	14,060.00	-	(4,060.00)	140.60
000-459200	NSF Check Fee	100.00	-	100.00	125.00	-	(25.00)	125.00
000-459300	Notary Fee	100.00	18.00	42.00	48.00	-	52.00	48.00
000-459600	Animal Adoption Fee	12,000.00	3,420.00	12,423.12	14,075.00	-	(2,075.00)	117.29
000-459700	Pet Impoundment Fee	5,000.00	2,906.00	6,099.34	11,227.38	-	(6,227.38)	224.55
000-459800	Police Reports Fee	5,800.00	1,398.00	4,701.50	5,248.30	-	551.70	90.49
TOTAL Fees		2,390,134.00	511,633.02	2,459,972.24	2,091,014.48	-	299,119.52	87.49%
Fines								
000-463000	Library Fines	12,000.00	1,090.02	14,582.69	7,052.62	-	4,947.38	58.77
TOTAL Fines		12,000.00	1,090.02	14,582.69	7,052.62	-	4,947.38	58.77%
Inter-Jurisdictional								
000-473100	Bexar Co - Fire	21,077.00	-	5,269.44	21,077.76	-	(0.76)	100.00
000-473200	City of Seguin-Fire Contract	30,107.00	7,526.94	30,107.76	30,107.76	-	(0.76)	100.00
000-473300	Guadalupe Co-Library	217,152.00	36,192.00	217,152.00	217,152.00	-	-	100.00
000-473400	Randolph AFB-Animal Control	500.00	-	-	-	-	500.00	0.00
000-474200	Library Services-Cibolo	40,000.00	-	35,000.00	40,030.00	-	(30.00)	100.08
000-474210	Library Services-Selma	24,000.00	-	23,475.00	26,505.00	-	(2,505.00)	110.44
000-474400	Dispatch Service-Cibolo	166,000.00	40,000.00	160,000.00	160,000.00	-	6,000.00	96.39
000-474600	School Crossing Guard-Bexar Co	36,000.00	10,620.98	41,417.61	39,170.74	-	(3,170.74)	108.81
000-474610	School Cross Guard-Guadalupe C	39,000.00	12,808.24	39,748.07	43,820.77	-	(4,820.77)	112.36
000-474700	School Officer Funding	353,600.00	267,410.00	349,400.00	355,810.00	-	(2,210.00)	100.63

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: September 30, 2020

101 GENERAL FUND		CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUES								
000-474750	Crime Victim Liaison Agreement	50,000.00	12,500.00	25,000.00	62,500.00	-	(12,500.00)	125.00
TOTAL Inter-Jurisdictional		977,436.00	387,058.16	926,569.88	996,174.03	-	(18,738.03)	101.92%
Fund Transfers								
000-480000	Indirect Costs-EMS	179,100.00	44,775.00	141,587.00	179,100.00	-	-	100.00
000-480100	Indirect Costs-Hotel/Motel	74,428.00	18,606.99	67,582.00	74,428.00	-	-	100.00
000-481000	Transfer In - Reserves	4,995,915.00	-	-	-	-	4,995,915.00	0.00
000-482200	Transfer In-Vehicle Replace	250,025.00	-	-	-	-	250,025.00	0.00
000-482300	Transfer In-Resrv Child Safety	60,000.00	-	-	-	-	60,000.00	0.00
000-485000	Interfund Charges-Drainage-5%	243,114.00	60,778.50	295,157.00	243,112.00	-	2.00	100.00
000-486000	Interfund Chrges-Admin W&S	1,404,372.00	346,250.01	1,365,998.00	1,385,000.00	-	19,372.00	98.62
000-486202	Transfer In-Water&Sewer Fund	4,000.00	-	-	-	-	4,000.00	0.00
000-486203	Transfer In-EMS	4,000.00	-	-	-	-	4,000.00	0.00
000-486204	Transfer In-Drainage	1,000.00	-	-	-	-	1,000.00	0.00
000-487000	Interfund Charges-Fleet	361,258.00	90,166.74	370,728.62	360,667.00	-	591.00	99.84
000-488000	Interfund Charges-4B	461,045.00	-	456,630.00	461,636.00	-	(591.00)	100.13
000-489000	Transfer In	86,000.00	-	-	-	-	86,000.00	0.00
TOTAL Fund Transfers		8,124,257.00	560,577.24	2,697,682.62	2,703,943.00	-	5,420,314.00	33.28%
Miscellaneous								
000-491000	Interest Earned	80,000.00	1,476.80	68,504.02	26,057.11	-	53,942.89	32.57
000-491200	Investment Income	400,000.00	22,445.15	407,592.77	251,154.19	-	148,845.81	62.79
000-493120	Donations-Public Library	10,000.00	3.00	9,692.32	2,165.75	-	7,834.25	21.66
000-493400	Donations-Animal Control	5,000.00	200.00	4,768.50	3,978.00	-	1,022.00	79.56
000-493460	Donations- Parks	10,000.00	-	11,717.51	500.00	-	9,500.00	5.00
000-493465	Donations-Senior Center	10,000.00	160.00	11,493.98	6,068.37	-	3,931.63	60.68
000-493505	Donations-Police Events	3,000.00	-	-	-	-	3,000.00	0.00
000-493700	July 4th Activities	26,000.00	14.00	-	249.00	-	25,751.00	0.96
000-493701	Proceeds-Holidazzle	1,500.00	-	-	12,320.00	-	(10,820.00)	821.33
000-493704	Moving on Main	3,000.00	-	-	100.00	-	2,900.00	3.33
000-494482	Grants-Police, Fire, Gen Fund	2,500.00	-	8,000.00	-	-	2,500.00	0.00
000-495100	Mobile Stage Rental Fees	2,100.00	-	2,050.00	1,550.00	-	550.00	73.81
000-497000	Misc Income-Gen Fund	25,000.00	8,155.21	93,438.60	60,081.11	-	(35,081.11)	240.32
000-497005	Schertz Magazine Advertising	140,000.00	34,650.00	143,420.00	133,575.00	-	6,425.00	95.41
000-497100	Misc Income-Police	9,000.00	357.06	14,742.54	7,544.79	-	1,455.21	83.83
000-497106	Misc Income-Special Events	14,150.00	-	-	-	-	14,150.00	0.00
000-497200	Misc Income-Library	4,500.00	3.00	4,929.85	2,236.20	-	2,263.80	49.69
000-497210	Misc Income-Library Copier	18,000.00	188.70	21,843.21	9,674.05	-	8,325.95	53.74
000-497400	Misc Income-Streets Dept	30,000.00	8,764.48	35,979.75	22,532.28	-	7,467.72	75.11

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

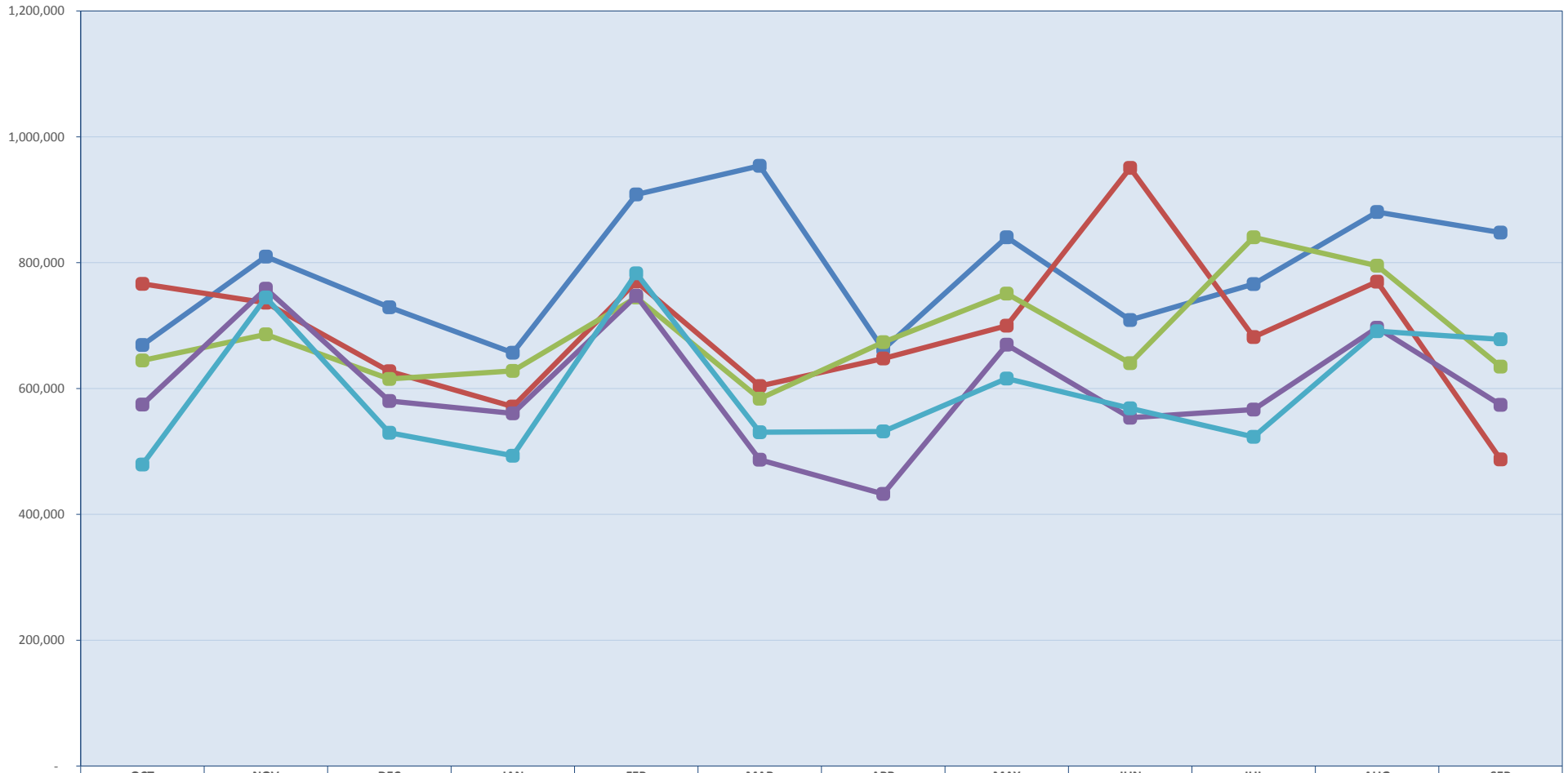
AS OF: September 30, 2020

101 GENERAL FUND		CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUES								
000-497500	Misc Income-TML Ins. Claims	20,000.00	14,007.29	19,623.09	36,014.80	-	(16,014.80)	180.07
000-497550	Misc Income-TML WC Reimbursmnt	10,000.00	6,242.15	3,406.65	11,129.01	-	(1,129.01)	111.29
000-497600	Misc Income-Vending Mach	2,500.00	378.73	2,824.07	1,382.17	-	1,117.83	55.29
000-498000	Reimbursmnt-Gen Fund	52,099.00	-	-	47,542.00	-	4,557.00	91.25
000-498105	Reimbursmt Police OT-DEA	18,000.00	7,629.56	17,830.24	30,801.58	-	(12,801.58)	171.12
000-498110	Reimburmnt Fire-Emg Acti-OT	30,000.00	-	336,654.54	72,533.39	-	(42,533.39)	241.78
000-498150	Reimbursement - Library	13,000.00	-	13,018.19	13,509.00	-	(509.00)	103.92
TOTAL Miscellaneous		939,349.00	118,413.53	1,252,501.15	804,912.44	-	134,436.56	85.69%
TOTAL REVENUES		39,874,336.00	5,179,086.63	33,420,638.88	34,495,476.38	-	5,378,859.62	86.51%

GENERAL FUND
CASH IN BANK AND INVESTMENTS
AS OF: September 30, 2020

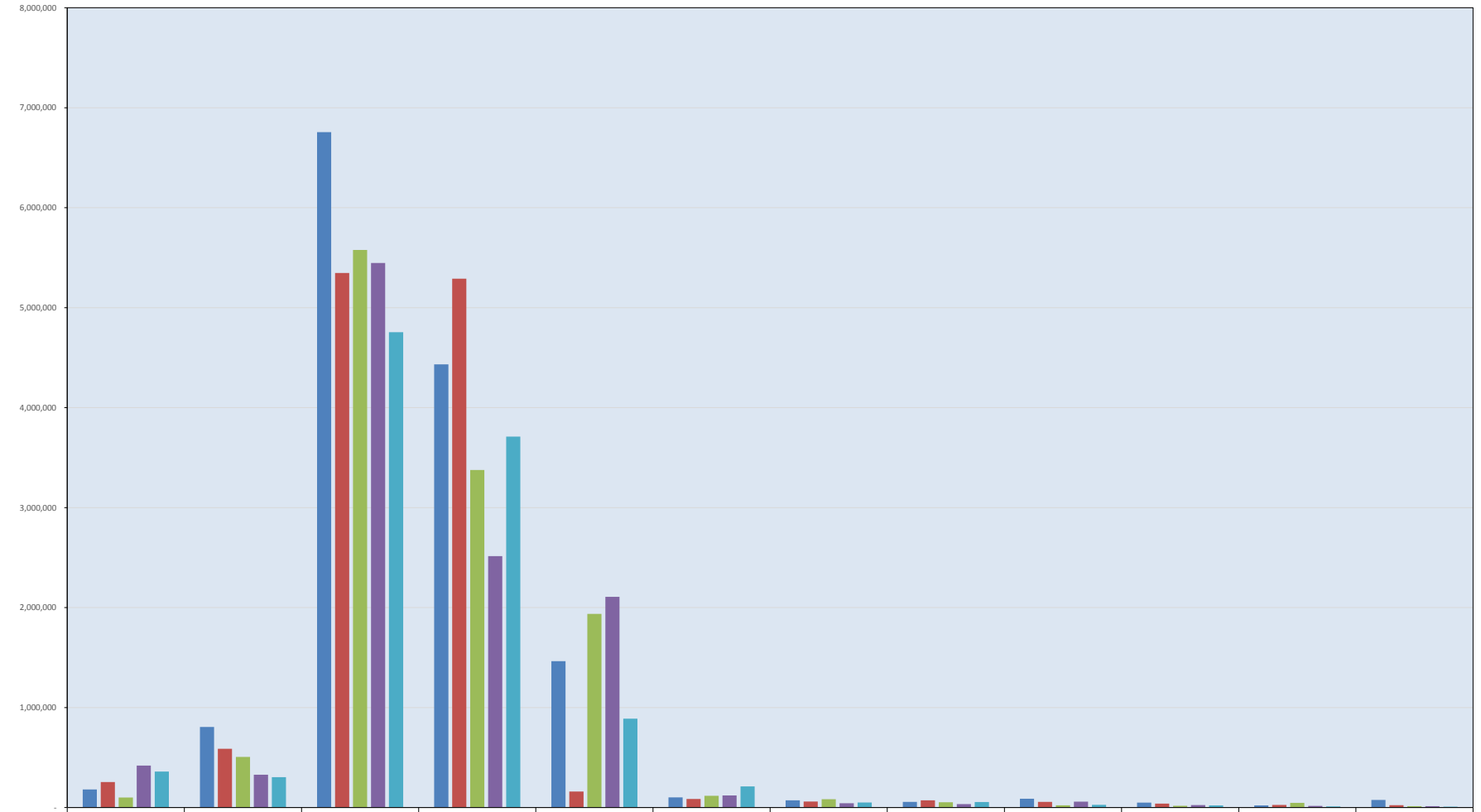
Cash in Bank		
Claim on Operating Cash Pool-Checking	$	2,630,364.66
Cash in Investments		
LOGIC Investment-General Fund		9,648,182.63
LOGIC Investment-Equip Replacement		79,029.87
LOGIC Investment-Veh Replacement		532,880.50
LOGIC Investment-Air Condi Replacment		289,997.72
BBVA CD Investment		1,042,371.85
CAPITAL ONE Investment-General Fund		1,465,626.34
Total Cash in Bank & Investments	$	15,688,453.57

Sales Tax-General Fund



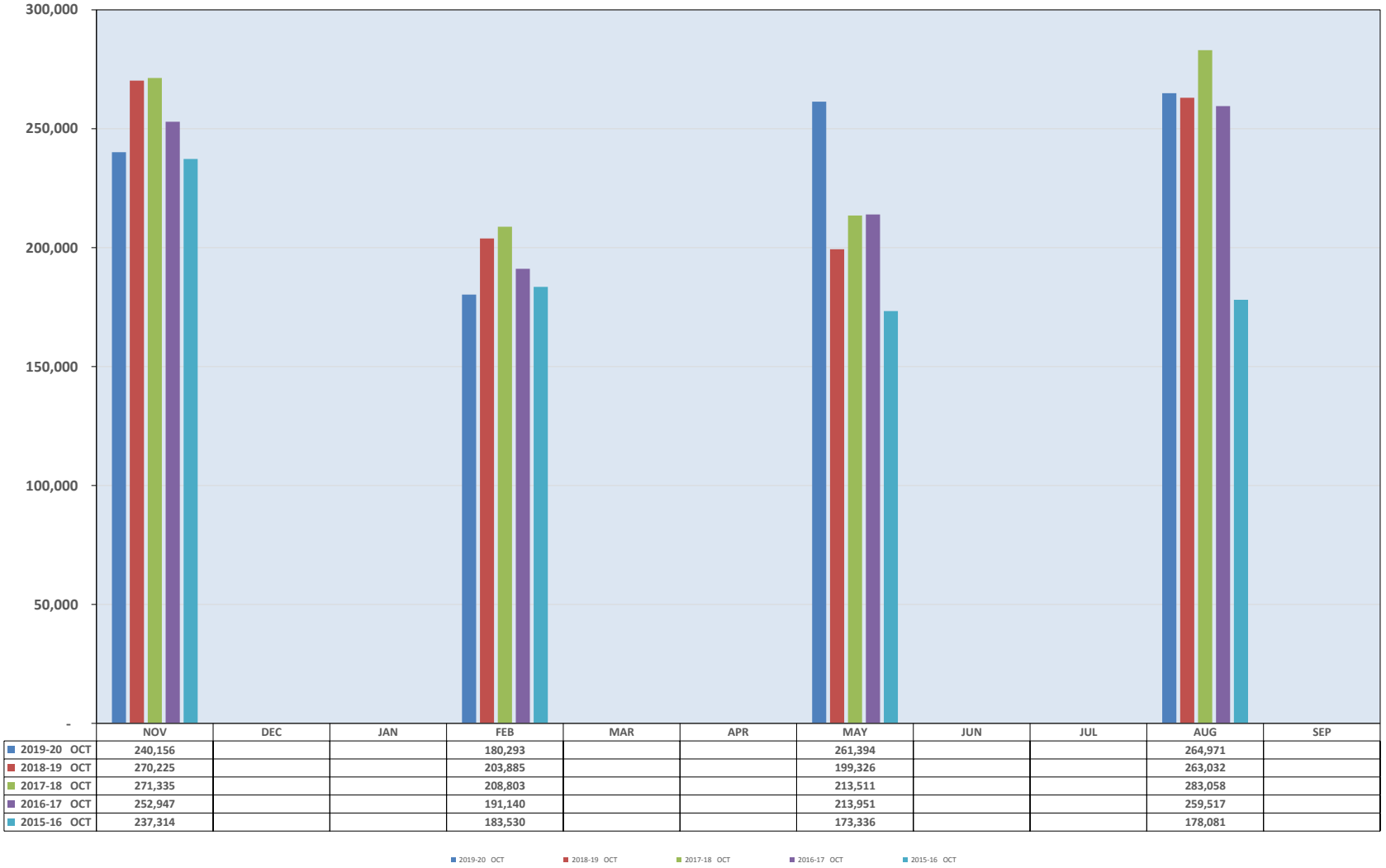
	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
2019-20	669,061	809,661	729,135	656,810	908,377	953,913	662,240	840,330	708,822	765,963	880,492	847,850
2018-19	766,254	736,285	627,360	571,251	769,881	603,905	647,650	699,759	950,507	681,755	769,754	487,275
2017-18	644,584	686,048	615,170	627,981	744,714	583,818	673,567	750,755	640,283	840,254	795,116	634,780
2016-17	574,470	758,598	580,171	560,431	747,281	486,739	432,444	669,542	553,540	566,565	696,536	573,973
2015-16	479,069	744,668	529,686	493,136	783,019	530,498	531,707	615,841	568,508	523,141	691,061	678,167

ADVALOREM TAX



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
2019-20	181,122	806,033	6,755,473	4,432,940	1,463,522	101,212	72,046.00	56,462.50	88,055.15	48,549.72	20,478.64	76,360.61
2018-19	255,207	587,379	5,347,223	5,289,147	160,362	85,307	60,277	71,690	56,808	39,643	25,332	23,338
2017-18	100,310	505,909	5,577,660	3,375,990	1,936,953	117,684	82,856	52,620	21,817	16,745	47,029	14,080
2016-17	419,931	328,521	5,447,189	2,515,077	2,106,927	120,850	42,362	34,666	58,291	24,344	16,511	13,700
2015-16	360,300	303,202	4,754,503	3,709,486	888,174	211,253	50,559	54,867	27,116	21,347	10,866	8,696

CITY PUBLIC SERVICE



	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
2019-20 OCT	240,156			180,293			261,394			264,971	
2018-19 OCT	270,225			203,885			199,326			263,032	
2017-18 OCT	271,335			208,803			213,511			283,058	
2016-17 OCT	252,947			191,140			213,951			259,517	
2015-16 OCT	237,314			183,530			173,336			178,081	

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: September 30, 2020

106-SPECIAL EVENTS FUND	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
FINANCIAL SUMMARY							
REVENUE SUMMARY							
Fund Transfers	5,000.00	205.47	59,893.42	205.47	-	4,794.53	4.11
Miscellaneous	24,510.00	(10,737.47)	90,969.54	34,379.06	-	(9,869.06)	140.27
TOTAL REVENUES	29,510.00	(10,532.00)	150,862.96	34,584.53	-	(5,074.53)	117.20%
EXPENDITURE SUMMARY							
GENERAL GOVERNMENT							
CULTURAL							
WALK FOR LIFE	9,000.00	4,691.41	9,365.50	9,812.79	-	(812.79)	109.03
HAL BALDWIN SCHOLARSHIP	20,510.00	10,000.00	12,135.91	21,866.50	-	(1,356.50)	106.61
TOTAL CULTURAL	29,510.00	14,691.41	134,596.62	31,690.09	-	(2,180.09)	107.39%
TOTAL EXPENDITURES	29,510.00	14,691.41	134,596.62	31,690.09	-	(2,180.09)	107.39%
REVENUE OVER(UNDER) EXPEND	0.00	(25,223.41)	16,266.34	2,894.44	-	(2,894.44)	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: September 30, 2020

106-SPECIAL EVENTS FUND REVENUES		CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Fund Transfers								
000-481000	Transfer In - Reserves	5,000.00	-	-	-	-	5,000.00	0.00
000-486101	Transfer In-General Fund	0.00	205.47	59,893.42	205.47	-	(205.47)	0.00
TOTAL Fund Transfers		5,000.00	205.47	59,893.42	205.47	-	4,794.53	4.11%
Miscellaneous								
000-492200	Kick Cancer	9,000.00	275.00	9,305.50	9,812.79	-	(812.79)	109.03
000-493621	Hal Baldwin Scholarship	15,510.00	-	28,820.00	24,350.00	-	(8,840.00)	157.00
TOTAL Miscellaneous		24,510.00	(10,737.47)	90,969.54	34,379.06	-	(9,869.06)	140.27%
TOTAL REVENUES		29,510.00	(10,532.00)	150,862.96	34,584.53	-	(5,074.53)	117.20%

SPECIAL EVENTS FUND
CASH IN BANK AND INVESTMENTS

AS OF: September 30, 2020

Cash in Bank	Current
Claim on Operating Cash Pool-Checking	$ 93,410.51
Cash in Investments	
Texas Class- Special Events	18,030.45
Total Cash in Bank & Investments	$ 111,440.96

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: September 30, 2020

110-PEG FUND	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
FINANCIAL SUMMARY							
REVENUE SUMMARY							
Franchises	90,000.00	21,393.65	87,045.14	81,999.54	-	8,000.46	91.11
Fund Transfers	28,000.00	-	-	-	-	28,000.00	-
TOTAL REVENUES	118,000.00	21,393.65	87,045.14	81,999.54	-	36,000.46	69.49%
EXPENDITURE SUMMARY							
GENERAL GOVERNMENT							
Non Departmental							
MISC & PROJECTS							
Projects							
Professional Services	75,000.00	-	-	-	-	75,000.00	-
Capital Outlay	43,000.00	-	3,258.50	-	-	43,000.00	-
TOTAL MISC & PROJECTS	118,000.00	-	3,258.50	-	-	118,000.00	0.00%
TOTAL EXPENDITURES	118,000.00	-	3,258.50	-	-	118,000.00	0.00%
REVENUE OVER(UNDER) EXPEND	0.00	21,393.65	83,786.64	81,999.54	-	(81,999.54)	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: September 30, 2020

110-PEG FUND		CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUES								
Franchises								
000-421350	Time Warner - PEG Fee	60,000.00	15,729.86	61,501.13	63,407.99	-	(3,407.99)	105.68
000-421465	AT&T PEG Fee	30,000.00	5,663.79	25,544.01	18,591.55	-	11,408.45	61.97
TOTAL Franchises		90,000.00	21,393.65	87,045.14	81,999.54	-	8,000.46	91.11%
Fund Transfers								
000-481000	Transfer In - Reserves	28,000.00	-	-	-	-	28,000.00	0.00
TOTAL Fund Transfers		28,000.00	-	-	-	-	28,000.00	0.00%
Miscellaneous								
TOTAL REVENUES		118,000.00	21,393.65	87,045.14	81,999.54	-	36,000.46	69.49%

PEG FUND
CASH IN BANK AND INVESTMENTS
AS OF: September 30, 2020

Cash in Bank	
Cash Balance	$ 867,708.03
Total Cash in Bank & Investments	$ 867,708.03

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: September 30, 2020

202-WATER & SEWER FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Franchises	227,380.00	10,126.02	224,927.92	272,117.83	-	(44,737.83)	119.68
Permits	0.00	-	-	3,000.00	-	(3,000.00)	-
Fees	24,575,500.00	7,746,749.20	24,074,906.51	26,403,587.15	-	(1,828,087.15)	107.44
Fund Transfers	4,271,255.00	36,600.00	348,302.27	146,400.00	-	4,124,855.00	3.43
Miscellaneous	465,218.00	3,268,478.86	2,476,325.81	3,578,921.03	-	(3,113,703.03)	769.30
TOTAL REVENUES	29,539,353.00	11,061,954.08	27,124,462.51	30,404,026.01	-	(864,673.01)	102.93%
EXPENDITURE SUMMARY							
NON DEPARTMENTAL							
Fund Charges/Transfers	2,900,000.00	2,900,000.00	3,800,000.00	2,900,000.00	-	-	100.00
TOTAL NON DEPARTMENTAL	2,900,000.00	2,900,000.00	3,862,790.17	2,900,000.00	-	-	100.00%
BUSINESS OFFICE							
Personnel Services	479,478.00	152,302.31	434,342.92	517,323.16	40.56	(37,885.72)	107.90
Supplies	3,800.00	687.38	2,308.36	3,038.07	-	761.93	79.95
City Support Services	4,501.00	25,148.14	250.00	68,048.40	-	(63,547.40)	1,511.85
Utility Services	11,345.00	2,374.55	6,763.25	9,095.49	-	2,249.51	80.17
Operations Support	158,500.00	31,121.78	126,534.83	98,369.91	6,541.90	53,588.19	66.19
Staff Support	6,759.00	1,082.26	4,821.52	4,318.09	269.06	2,171.85	67.87
Professional Services	243,000.00	98,401.36	246,531.98	269,314.54	-	(26,314.54)	110.83
Maintenance Services	8,040.00	1,260.00	6,540.00	4,620.00	840.00	2,580.00	67.91
Operating Equipment	600.00	-	359.97	430.40	-	169.60	71.73
Capital Outlay	30,000.00	(19,804.50)	-	-	-	30,000.00	-
TOTAL BUSINESS OFFICE	946,023.00	292,573.28	828,452.83	974,558.06	7,691.52	(36,226.58)	103.83%
W & S ADMINISTRATION							
Personnel Services	1,467,365.00	465,540.10	1,350,479.05	1,715,878.40	111.54	(248,624.94)	116.94
Supplies	187,500.00	5,641.46	313,561.55	162,368.71	5,618.67	19,512.62	89.59
City Support Services	124,603.00	(1,316.19)	52,962.33	61,040.07	-	63,562.93	48.99
Utility Services	3,575,800.00	1,207,446.33	3,480,075.21	3,780,626.74	-	(204,826.74)	105.73
Operations Support	11,300.00	2,084.78	9,193.15	10,462.05	-	837.95	92.58
Staff Support	38,000.00	7,186.05	35,762.27	38,966.88	-	(966.88)	102.54
City Assistance	1,500.00	151.00	205.00	227.00	-	1,273.00	15.13
Professional Services	441,179.00	117,383.60	373,083.84	441,771.44	36,127.84	(36,720.28)	108.32
Fund Charges/Transfers	6,355,471.00	3,947,794.06	8,545,539.07	8,822,136.59	-	(2,466,665.59)	138.81
Maintenance Services	9,550,490.00	4,213,021.27	8,857,026.15	9,460,743.04	16,757.90	72,989.06	99.24
Other Costs	40,000.00	-	38,435.72	36,605.45	-	3,394.55	91.51
Debt Service	2,100,622.00	(914,738.37)	480,953.55	636,762.73	-	1,463,859.27	30.31
Rental/Leasing	4,500.00	29,300.00	(30,306.56)	136,252.44	-	(131,752.44)	3,027.83

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: September 30, 2020

202-WATER & SEWER FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Operating Equipment	8,000.00	108.17	35,166.50	8,718.90	249.55	(968.45)	112.11
Capital Outlay	149,000.00	(10,998.00)	-	23,515.60	48,887.00	76,597.40	48.59
TOTAL PUBLIC WORKS	24,055,330.00	9,068,604.26	23,542,136.83	25,336,076.04	107,752.50	(1,388,498.54)	105.77%
MISC & PROJECTS							
PROJECTS							
Maintenance Services	1,638,000.00	(122,784.14)	-	-	782,853.86	855,146.14	47.79
TOTAL PROJECTS	1,638,000.00	(139,506.64)	-	-	797,260.36	840,739.64	48.67%
SEWER PROJECT							
TOTAL MISC & PROJECTS	1,638,000.00	(139,506.64)	-	-	797,260.36	840,739.64	48.67%
TOTAL EXPENDITURES	29,539,353.00	12,121,670.90	28,233,379.83	29,210,634.10	912,704.38	(583,985.48)	101.98%
** REVENUE OVER(UNDER)EXPENSES **	0.00	(1,059,716.82)	(1,108,917.32)	1,193,391.91	0.00	(280,687.53)	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: September 30, 2020

202-WATER & SEWER		CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUES								
Franchises								
000-421490	Cell Tower Leasing	227,380.00	10,126.02	224,927.92	272,117.83	-	(44,737.83)	119.68
TOTAL Franchises		227,380.00	10,126.02	224,927.92	272,117.83	-	(44,737.83)	119.68%
Permits								
000-432400	Development Permit		-	-	-	-	-	0.00%
000-436010	Network Nodes	0.00		-	3,000.00	-	(3,000.00)	0.00%
Fees								
000-455200	Garbage Collection Fee	5,280,000.00	1,351,295.96	5,130,049.00	5,220,774.62	-	59,225.38	98.88
000-455600	Fire Line Fees	33,000.00	-	33,160.00	-	-	33,000.00	-
000-455700	Recycle Fee Revenue	336,000.00	88,215.99	328,531.43	335,561.14	-	438.86	99.87
000-455800	W&S Line Constructn Reimbur	20,000.00	9,568.06	23,182.00	30,995.08	-	(10,995.08)	154.98
000-457100	Sale of Water	10,914,000.00	4,033,438.36	11,089,576.14	12,343,795.23	-	(1,429,795.23)	113.10
000-457110	Edwards Water Lease	40,000.00	-	34,243.78	55,615.91	-	(15,615.91)	139.04
000-457120	Water Transfer Charge-Selma	30,000.00	-	50,571.37	17,169.24	-	12,830.76	57.23
000-457200	Sale of Meters	120,000.00	26,861.18	95,390.12	110,221.60	-	9,778.40	91.85
000-457400	Sewer Charges	7,550,000.00	2,236,694.65	7,281,618.45	8,154,074.04	-	(604,074.04)	108.00
000-457500	Water Penalties	250,000.00	150.00	5,659.22	132,355.29	-	117,644.71	52.94
000-459200	NSF Check Fee-Water&Sewer	2,500.00	525.00	2,925.00	3,025.00	-	(525.00)	121.00
TOTAL Fees		24,575,500.00	7,746,749.20	24,074,906.51	26,403,587.15	-	(1,828,087.15)	107.44%
Fund Transfers								
000-486000	Transfer In - Reserves	4,124,855.00	-	-	-	-	4,124,855.00	-
000-486204	Interfnd Chrg-Drainage Billing	146,400.00		141,000.00	146,400.00	-	-	100.00
TOTAL Fund Transfers		4,271,255.00	-	348,302.27	146,400.00	-	4,124,855.00	3.43%
Miscellaneous								
000-490000	Misc Charges	5,000.00	225.00	10,434.00	6,012.00	-	(1,012.00)	120.24
000-491000	Interest Earned	75,000.00	657.32	69,495.56	22,693.29	-	52,306.71	30.26
000-491200	Investment Income	240,000.00	7,425.66	227,580.26	143,786.68	-	96,213.32	59.91
000-497000	Misc Income-W&S	20,000.00	2,887,868.98	55,589.57	2,963,406.47	-	(2,943,406.47)	4,817.03
000-498110	Salary Reimb-SSLGC	125,218.00		137,702.86	150,613.59	-	(25,395.59)	120.28
TOTAL Miscellaneous		465,218.00	3,188,584.96	2,476,325.81	3,578,921.03	-	(3,113,703.03)	769.30%
TOTAL REVENUES		29,539,353.00	10,945,460.18	27,124,462.51	30,404,026.01	-	(864,673.01)	102.93%

WATER & SEWER
CASH IN BANK AND INVESTMENTS

AS OF: September 30, 2020

Cash in Bank		
Claim on Operating Cash Pool-Checking	$	734,736.37
Cash in Investments		
Lone Star Investment-Water&Sewer		5,827,323.35
Lone Star Investment-W&S Reserve		
Lone Star Investment-W&S Customer Deposits		317,127.30
Lone Star Investment-W&S Equip Replacement		190,671.85
Lone Star Investment-W&S Veh Replacement		275,442.81
Schertz Bank & Trust-Certificate of Deposit		1,139,981.45
	$	7,750,546.76
Total Cash in Bank & Investments	$	8,485,283.13

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: September 30, 2020

203-EMS FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Fees	6,492,049.80	1,360,788.62	5,941,235.08	5,608,246.45	-	883,803.35	86.39%
Inter-Jurisdictional	2,991,594.35	617,888.99	3,161,147.07	2,847,335.10	-	144,259.25	95.18%
Miscellaneous	115,500.00	232,285.58	103,432.06	339,324.13	-	(223,824.13)	293.79%
TOTAL REVENUES	9,599,144.15	2,210,963.19	9,205,814.21	8,794,905.68	-	804,238.47	91.62%
EXPENDITURE SUMMARY							
PUBLIC SAFETY							
SCHERTZ EMS							
Personnel Services	4,404,732.00	722,908.90	4,200,947.79	4,106,826.20	203.45	297,702.35	93.24
Supplies	376,100.00	13,690.52	393,101.83	280,631.01	7,239.51	88,229.48	76.54
City Support Services	133,400.00	4,077.00	64,105.08	63,790.85	-	69,609.15	47.82
Utility Services	140,500.00	29,040.67	133,236.26	110,894.20	-	29,605.80	78.93
Operations Support	63,550.00	7,126.59	63,623.71	37,967.29	-	25,582.71	59.74
Staff Support	83,650.00	13,545.67	56,092.06	53,393.56	847.93	29,408.51	64.84
City Assistance	562,366.81	137,921.70	556,463.20	554,070.77	312.00	7,984.04	98.58
Professional Services	158,000.00	(158,505.41)	97,491.72	(63,871.95)	-	221,871.95	40.43-
Fund Charges/Transfers	2,854,204.80	973,065.43	3,076,255.87	2,954,559.02	-	(100,354.22)	103.52
Maintenance Services	30,000.00	(3,920.00)	11,819.00	19,960.00	-	10,040.00	66.53
Debt Service	281,007.50	(113,581.25)	113,548.78	2,877.30	-	278,130.20	1.02
Rental/Leasing	67,000.00	(65,118.00)	100,780.31	0.05	-	66,999.95	-
Operating Equipment	73,300.00	20,567.97	77,063.26	47,572.98	575.00	25,152.02	65.69
Capital Outlay	371,000.00	(41,936.16)	-	-	261,612.00	109,388.00	70.52
TOTAL PUBLIC SAFETY	9,598,811.11	1,538,934.27	8,944,528.87	8,168,721.92	270,789.89	1,159,299.30	87.92%
TOTAL EXPENDITURES	9,598,811.11	1,538,934.27	8,944,528.87	8,168,721.92	270,789.89	1,159,299.30	87.92%
** REVENUE OVER(UNDER) EXPENSES **	333.04	672,028.92	261,285.34	626,183.76		(355,060.83)	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)
AS OF: September 30, 2020

203-EMS		CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUES								
Fees								
000-456100	Ambulance/Mileage Transprt Fee	6,210,949.80	1,307,523.05	5,652,205.34	5,365,448.71	-	845,501.09	86.39
000-456110	Passport Membership Fees	28,000.00	420.00	23,860.00	25,065.00	-	2,935.00	89.52
000-456120	EMT Class - Fees	99,000.00	25,445.00	97,379.06	90,825.00	-	8,175.00	91.74
000-456122	CE Class - Fees	27,000.00	1,750.00	22,312.00	19,442.77	-	7,557.23	72.01
000-456130	Immunization Fees	2,000.00	1,658.00	2,763.74	7,935.91	-	(5,935.91)	396.80
000-456140	Billing Fees-External	25,000.00	5,954.55	23,568.87	23,514.38	-	1,485.62	94.06
000-456150	Standby Fees	30,000.00	1,664.35	25,184.55	16,849.35	-	13,150.65	56.16
000-456155	Community Services Support	50,000.00	6,563.67	52,320.49	24,366.33	-	25,633.67	48.73
000-456160	MIH Services	20,000.00	9,810.00	29,192.00	34,699.00	-	(14,699.00)	173.50
000-459200	NSF Check Fee	100.00	-	50.00	100.00	-	-	100.00
TOTAL Fees		6,492,049.80	1,360,788.62	5,941,235.08	5,608,246.45	-	883,803.35	86.39%
Inter-Jurisdictional								
000-473500	Seguin/Guadalupe Co Support	843,577.17	140,596.30	843,578.04	843,577.96	-	(0.79)	100.00
000-474300	Cibolo Support	439,612.47	109,903.12	410,582.72	439,612.48	-	(0.01)	100.00
000-475100	Comal Co ESD #6	133,064.36	33,554.48	125,159.31	132,439.20	-	625.16	99.53
000-475200	Live Oak Support	237,774.60	59,443.65	232,140.28	237,774.60	-	-	100.00
000-475300	Universal City Support	305,995.77	76,498.94	300,091.68	305,995.76	-	0.01	100.00
000-475400	Selma Support	161,001.36	40,250.34	148,697.12	161,001.36	-	-	100.00
000-475500	Schertz Support	602,582.76	150,645.69	581,537.24	602,582.76	-	-	100.00
000-475600	Santa Clara Support	11,137.23	2,784.31	10,789.68	11,137.24	-	(0.01)	100.00
000-475800	Marion Support	16,848.63	4,212.16	16,346.68	16,848.64	-	(0.01)	100.00
000-475910	TASPP Program	240,000.00	-	492,224.32	96,365.10	-	143,634.90	40.15
TOTAL Inter-Jurisdictional		2,991,594.35	617,888.99	3,161,147.07	2,847,335.10	-	144,259.25	95.18%
Fund Transfers			-					
Miscellaneous								
000-491000	Interest Earned	4,000.00	96.06	5,017.50	1,076.78	-	2,923.22	26.92
000-491200	Investment Income	9,500.00	711.09	9,919.24	9,562.23	-	(62.23)	100.66
000-493203	Donations-EMS	2,000.00	1.89	625.44	5,727.42	-	(3,727.42)	286.37
000-497000	Misc Income	50,000.00	514,709.83	48,056.37	178,630.78	-	(128,630.78)	357.26
000-497100	Recovery of Bad Debt	50,000.00	2,148.12	2,977.40	8,271.98	-	41,728.02	16.54
000-497110	Collection Agency-Bad Debt	0.00	85,943.82	38,996.11	136,204.94	-	(136,204.94)	-
TOTAL Miscellaneous		115,500.00	603,460.81	103,432.06	339,324.13	-	(223,824.13)	293.79%
TOTAL REVENUES		9,599,144.15	2,582,138.42	9,205,814.21	8,794,905.68	-	804,238.47	91.62%

CITY OF SCHERTZ
CASH IN BANK AND INVESTMENTS
AS OF: September 30, 2020

Cash in Bank		
Claim on Operating Cash Pool-Checking	$	650,928.43
Cash in Investments		
EMS-Logic		746,468.88
SR 2017 Ambulance-Logic		12.11
Total Cash in Bank & Investments	$	1,397,409.42

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: September 30, 2020

204-DRAINAGE FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Permits	4,000.00	780.00	3,860.00	3,220.00	-	780.00	80.50
Fees	1,230,000.00	321,481.10	1,200,721.71	1,230,622.84	-	(622.84)	100.05
Fund Transfers	49,037.00	-	27,000.00	-	-	49,037.00	-
Miscellaneous	33,000.00	630.57	56,609.81	13,208.96	-	19,791.04	40.03
TOTAL REVENUES	1,316,037.00	322,891.67	1,288,191.52	1,247,051.80	-	68,985.20	94.76%
EXPENDITURE SUMMARY							
PUBLIC WORKS							
DRAINAGE							
Personnel Services	400,200.00	74,165.43	301,276.98	311,779.27	30.42	88,390.31	77.91
Supplies	6,000.00	1,369.02	4,516.54	6,202.32	-	(202.32)	103.37
City Support Services	10,500.00	2,956.91	3,266.01	6,995.39	(752.82)	4,257.43	59.45
Utility Services	13,200.00	3,653.11	15,022.29	11,847.48	-	1,352.52	89.75
Operations Support	1,050.00	-	-	-	-	1,050.00	-
Staff Support	13,700.00	2,313.34	9,597.23	7,369.72	140.00	6,190.28	54.82
City Assistance	500.00	70.00	63.00	150.00	10.00	340.00	32.00
Professional Services	11,500.00	-	1,475.00	3,606.65	-	7,893.35	31.36
Fund Charges/Transfers	479,659.00	246,560.53	791,502.87	607,073.86	-	(127,414.86)	126.56
Maintenance Services	92,000.00	18,734.48	32,767.04	90,436.49	-	1,563.51	98.30
Other Costs	200.00	-	100.00	100.00	-	100.00	50.00
Debt Service	124,200.00	1,742.00	5,535.06	3,827.17	-	120,372.83	3.08
Rental/Leasing	500.00	-	55.00	-	-	500.00	-
Operating Equipment	2,000.00	1,079.96	4,474.12	1,943.93	-	56.07	97.20
Capital Outlay	110,500.00	-	-	-	35,120.00	75,380.00	31.78
TOTAL DRAINAGE	1,265,709.00	352,644.78	1,169,651.14	1,051,332.28	34,547.60	179,829.12	85.79%

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: September 30, 2020

204-DRAINAGE FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
PROJECTS							
City Support Services	2,324.00	-	-	-	-	2,324.00	-
Professional Services	46,713.00	-	-	-	9,397.30	37,315.70	20.12
TOTAL PROJECTS	49,037.00	(1,384.10)	-	-	21,133.88	27,903.12	43.10%
TOTAL EXPENDITURES	1,314,746.00	351,260.68	1,169,651.14	1,051,332.28	55,681.48	207,732.24	84.20%
** REVENUE OVER(UNDER) EXPEND	1,291.00	(28,369.01)	118,540.38	195,719.52		(138,747.04)	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: September 30, 2020

204-DRAINAGE		CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUES								
Permits								
000-432400	Floodplain Permit	4,000.00	780.00	3,860.00	3,220.00	-	780.00	80.50
TOTAL Permits		4,000.00	780.00	3,860.00	3,220.00	-	780.00	80.50%
Fees								
000-457500	Drainage Penalties	10,000.00	-	32.02	4,250.09	-	5,749.91	42.50
000-457600	Drainage Fee	1,220,000.00	321,481.10	1,200,689.69	1,226,372.75	-	(6,372.75)	100.52
TOTAL Fees		1,230,000.00	321,481.10	1,200,721.71	1,230,622.84	-	(622.84)	100.05%
Fund Transfers								
000-481000	Transfer In - Reserves	49,037.00	-	-	-	-	49,037.00	0.00%
TOTAL Funds Transfers		49,037.00	-	27,000.00	-	-	49,037.00	0.00%
Miscellaneous								
000-491000	Interest Earned	3,000.00	22.28	3,365.96	413.13	-	2,586.87	13.77
000-491200	Investment Income	30,000.00	608.29	29,227.28	9,294.41	-	20,705.59	30.98
TOTAL Miscellaneous		33,000.00	630.57	56,609.81	13,208.96	-	19,791.04	40.03%
TOTAL REVENUES		1,316,037.00	322,891.67	1,288,191.52	1,247,051.80	-	68,985.20	94.76%

DRAINAGE
CASH IN BANK AND INVESTMENTS

AS OF: September 30, 2020

Cash in Bank		
Claim on Operating Cash Pool-Checking	$	105,910.03
Cash in Investments		
Lone Star Investment-Drainage Maint Fund		735,484.46
Total Cash in Bank & Investments	$	841,394.49

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: September 30, 2020

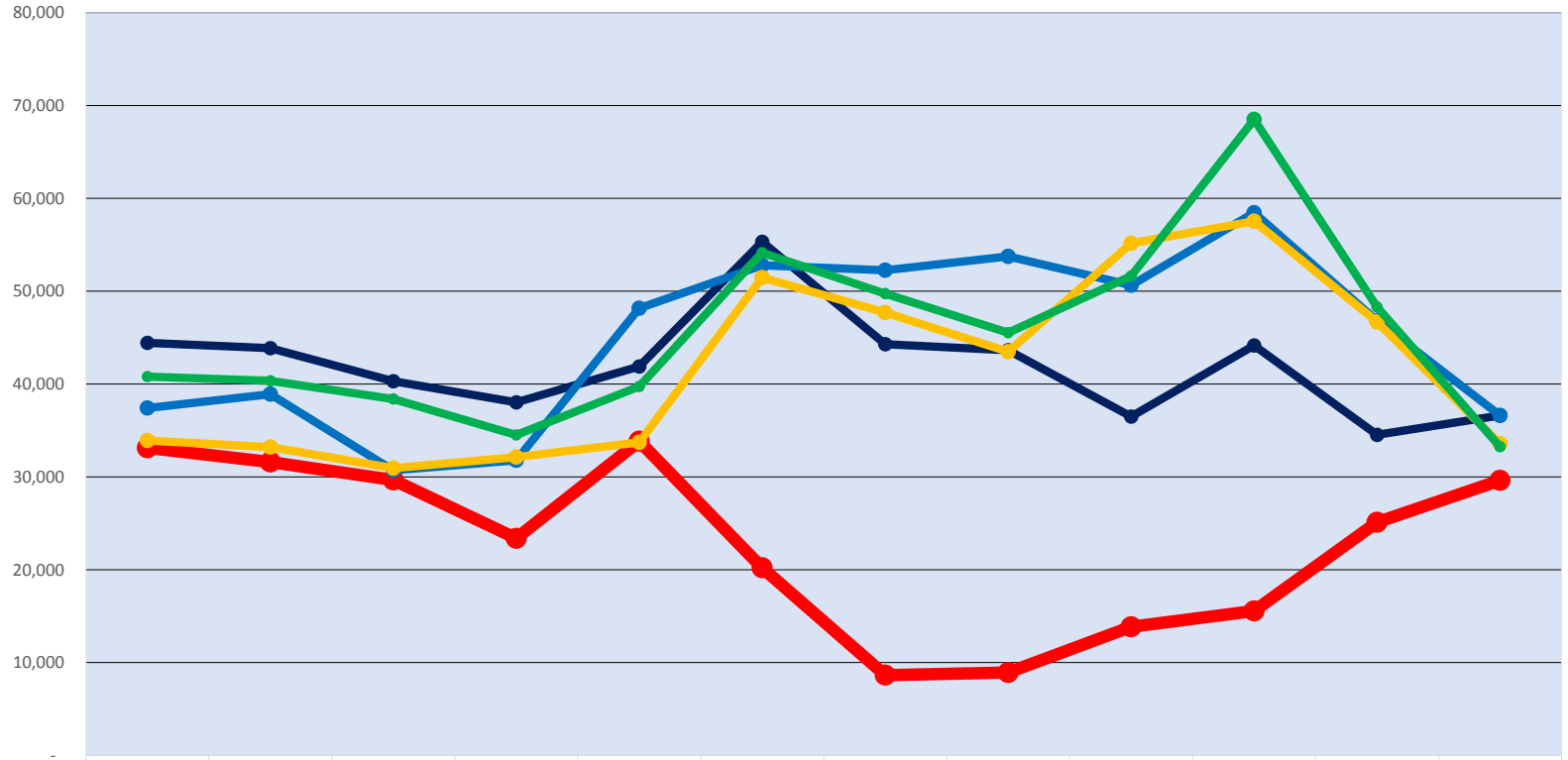
314-HOTEL TAX FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Taxes	500,000.00	22,268.72	514,678.35	268,946.13	-	231,053.87	53.79
Miscellaneous	53,000.00	1,741.15	51,085.82	26,223.25	-	26,776.75	49.48
TOTAL REVENUES	553,000.00	24,009.87	565,764.17	295,169.38	-	257,830.62	53.38%
EXPENDITURE SUMMARY							
NONDEPARTMENTAL							
City Support Services	112,466.00	8,445.64	87,133.37	80,458.28	-	32,007.72	71.54
Operations Support	46,000.00	3,443.20	14,941.00	11,996.20	-	34,003.80	26.08
Professional Services	3,000.00	-	28,189.26	3,499.50	-	(499.50)	116.65
Fund Charges/Transfers	74,428.00	18,606.99	67,582.00	74,428.00	-	-	100.00
Maintenance Services	20,000.00	-	-	-	-	20,000.00	-
Capital Outlay	250,000.00	-	-	223,189.35	-	26,810.65	89.28
TOTAL NONDEPARTMENTAL	505,894.00	30,495.83	197,845.63	393,571.33	-	112,322.67	77.80%
TOTAL EXPENDITURES	505,894.00	30,495.83	197,845.63	393,571.33	-	112,322.67	77.80%
REVENUE OVER(UNDER) EXPENDITURE	47,106.00	(6,485.96)	367,918.54	(98,401.95)	-	145,507.95	

HOTEL OCCUPANCY TAX FUND
CASH IN BANK AND INVESTMENTS

AS OF: September 30, 2020

Cash in Bank		
Claim on Operating Cash Pool-Checking	$	21,979.62
Cash in Investments		
Texas Class - Hotel Tax		2,062,958.87
Total Cash in Bank & Investments	$	2,084,938.49

HOTEL OCCUPANCY TAX



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
2019-20	33,124	31,590	29,661	23,382	33,841	20,209	8,643	8,934	13,859	15,559	25,115	29,624
2018-19	44,431	43,858	40,307	38,034	41,886	55,316	44,285	43,642	36,501	44,160	34,532	36,619
2017-18	37,415	38,911	30,706	31,786	48,161	52,784	52,258	53,747	50,639	58,448	46,800	36,619
2016-17	33,917	33,203	30,940	32,131	33,710	51,467	47,698	43,479	55,151	57,536	46,685	33,548
2015-16	40,800	40,351	38,394	34,516	39,732	54,142	49,741	45,524	51,636	68,491	48,302	33,241

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: September 30, 2020

317-PARK FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Fees	70,000.00	4,000.00	11,000.00	4,000.00	-	66,000.00	5.71
Fund Transfers	99,000.00	-	-	-	-	99,000.00	-
Miscellaneous	8,000.00	228.82	7,600.74	3,325.79	-	4,674.21	41.57
TOTAL REVENUES	177,000.00	4,228.82	18,600.74	7,325.79	-	169,674.21	4.14%
EXPENDITURE SUMMARY							
NON DEPARTMENTAL							
PARKLAND DEDICATION							
Professional Services	0.00	-	5,739.51	5,760.00	3,481.49	(9,241.49)	-
Capital Outlay	177,000.00	-	86,841.42	-	-	177,000.00	-
TOTAL PARKLAND DEDICATION	177,000.00	-	102,091.53	5,760.00	3,481.49	167,758.51	5.22%
TOTAL EXPENDITURES	177,000.00	-	102,091.53	5,760.00	3,481.49	167,758.51	5.22%
REVENUE OVER(UNDER) EXPEND	0.00	4,228.82	(83,490.79)	1,565.79	(3,481.49)	1,915.70	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: September 30, 2020

317-PARK REVENUES		CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Fees								
000-458800	Parkland Dedication	70,000.00	4,000.00	11,000.00	4,000.00	-	66,000.00	5.71
TOTAL Fees		70,000.00	4,000.00	11,000.00	4,000.00	-	66,000.00	5.71%
Fund Transfers								
000-48100	Transfer In- Reserves	99,000.00	-	-	-	-	99,000.00	0.00
TOTAL Fund Transfers		99,000.00	-	-	-	-	99,000.00	0.00%
Miscellaneous								
000-491000	Interest Earned	1,000.00	17.08	1,093.32	374.90	-	625.10	37.49
000-491200	Investment Income	7,000.00	211.74	6,507.42	2,949.89	-	4,050.11	42.14
TOTAL Miscellaneous		8,000.00	228.82	7,600.74	3,324.79	-	4,675.21	41.56%
TOTAL REVENUES		177,000.00	4,228.82	18,600.74	7,324.79	-	169,675.21	4.14%

PARK FUND
CASH IN BANK AND INVESTMENTS
AS OF: September 30, 2020

Cash in Bank	Current
Claim on Operating Cash Pool-Checking	6,360.64
Cash in Investments	
Texas Class- Park Fund	285,874.81
Total in Investment Pool	285,874.81
Total Cash in Bank & Investments	292,235.45

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: September 30, 2020

319-TREE MITIGATION FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Fees	70,000.00	(187.50)	19,162.25	52,427.20	-	17,572.80	74.90
Miscellaneous	8,750.00	386.47	10,307.10	6,068.91	-	2,681.09	69.36
TOTAL REVENUES	78,750.00	198.97	29,469.35	58,496.11	-	20,253.89	74.28%
EXPENDITURE SUMMARY							
TREE MITIGATION							
Maintenance Services	75,000.00	13,875.00	27,867.22	28,675.00	-	46,325.00	38.23
TOTAL TREE MITIGATION	75,000.00	13,875.00	27,867.22	28,675.00	-	46,325.00	38.23%
TOTAL EXPENDITURES	75,000.00	13,875.00	27,867.22	28,675.00	-	46,325.00	38.23%
REVENUE OVER(UNDER) EXPEND	3,750.00	(13,676.03)	1,602.13	29,821.11	-	(26,071.11)	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: September 30, 2020

319-TREE MITIGATION REVENUES		CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Fees								
000-458900	Tree Mitigation	70,000.00	-	19,162.25	52,427.20	-	17,572.80	74.90
TOTAL Fees		70,000.00	-	19,162.25	52,427.20	-	17,572.80	74.90%
Fund Transfers								
Miscellaneous								
000-491000	Interest Earned	750.00	12.78	840.36	446.17	-	303.83	59.49
000-491200	Investment Income	8,000.00	295.10	9,466.74	5,122.74	-	2,877.26	64.03
TOTAL Miscellaneous		8,750.00	307.88	10,307.10	6,068.91	-	2,681.09	69.36%
TOTAL REVENUES		78,750.00	307.88	29,469.35	58,496.11	-	20,253.89	74.28%

TREE MITIGATION FUND
CASH IN BANK AND INVESTMENTS
AS OF: September 30, 2020

Cash in Bank	
Claim on Operating Cash Pool-Checking	$2,104.57
Cash in Investments	
MBIA Investment-Tree Mitigation	462,723.05
Total Cash in Bank & Investments	$464,827.62

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: September 30, 2020

411-CAPITAL RECOVERY WATER FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Fees	1,100,000.00	305,136.00	1,061,672.40	1,244,813.29	-	(144,813.29)	113.16
Miscellaneous	180,000.00	5,677.30	161,999.39	83,451.03	-	96,548.97	46.36
TOTAL REVENUES	1,280,000.00	310,813.30	1,223,671.79	1,328,264.32	-	(48,264.32)	103.77%
EXPENDITURE SUMMARY							
GENERAL GOVERNMENT							
NONDEPARTMENTAL							
Professional Services	256,000.00	6,286.32	984.00	58,301.03	127,216.28	70,482.69	72.47
TOTAL NON DEPARTMENTAL	256,000.00	6,286.32	1,375,984.00	58,301.03	127,216.28	70,482.69	72.47%
MISC & PROJECTS							
PROJECTS							
TOTAL EXPENDITURES	256,000.00	6,286.32	1,375,984.00	58,301.03	127,216.28	70,482.69	72.47%
REVENUE OVER(UNDER) EXPENDITURES	1,024,000.00	304,526.98	(152,312.21)	1,269,963.29	(127,216.28)	(118,747.01)	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: September 30, 2020

411-CAPITAL RECOVERY WATER		CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUES								
Fees								
000-455900	Cap Rcvry-Water	1,100,000.00	305,136.00	1,061,672.40	1,244,813.29	-	(144,813.29)	113.16
TOTAL Fees		1,100,000.00	305,136.00	1,061,672.40	1,244,813.29	-	(144,813.29)	113.16%
Fund Transfers								
Miscellaneous			-					
000-491000	Interest Earned	5,000.00	76.60	3,382.96	2,842.77	-	2,157.23	56.86
000-491200	Investment Income	175,000.00	5,600.70	158,616.43	80,608.26	-	94,391.74	46.06
TOTAL Miscellaneous		180,000.00	5,677.30	161,999.39	83,451.03	-	96,548.97	46.36%
TOTAL REVENUES		1,280,000.00	310,813.30	1,223,671.79	1,328,264.32	-	(48,264.32)	103.77%

CAPITAL RECOVERY WATER
CASH IN BANK AND INVESTMENTS
AS OF: September 30, 2020

Cash in Bank		
Claim on Operating Cash Pool-Checking	$	111,708.12
Cash in Investments		
Lone Star Investment-Capital Recovery Water		7,614,056.74
Total Cash in Bank & Investments	$	7,725,764.86

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: September 30, 2020

421-CAPITAL RECOVERY SEWER FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Fees	600,000.00	155,424.28	598,136.76	641,745.68	-	(41,745.68)	106.96
Miscellaneous	103,000.00	5,422.26	165,710.09	91,785.66	-	11,214.34	89.11
TOTAL REVENUES	703,000.00	160,846.54	763,846.85	733,531.34	-	(30,531.34)	104.34%
EXPENDITURE SUMMARY							
GENERAL GOVERNMENT							
NONDEPARTMENTAL							
Professional Services	260,500.00	22,923.98	5,420.60	164,535.80	156,477.85	(60,513.65)	123.23
TOTAL NON DEPARTMENTAL	260,500.00	22,923.98	5,420.60	164,535.80	156,477.85	(60,513.65)	123.23%
MISC & PROJECTS							
TOTAL EXPENDITURES	260,500.00	22,923.98	5,420.60	164,535.80	156,477.85	(60,513.65)	123.23%
REVENUE OVER(UNDER) EXPENDITURES	442,500.00	137,922.56	758,426.25	568,995.54	(156,477.85)	29,982.31	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: September 30, 2020

421-CAPITAL RECOVERY SEWER		CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUES								
Fees								
000-455910	Cap Rcvry-Waste Water	600,000	755,424.28	608,936.76	641,745.68	-	(41,745.68)	81.05
TOTAL Fees		600,000.00	755,424.28	608,936.76	641,745.68	-	(41,745.68)	106.96%
Fund Transfers								
Miscellaneous								
000-491000	Interest Earned	3,000.00	3,020.00	3,141.27	1,655.22	-	1,344.78	54.51
000-491200	Investment Income	100,000.00	115,866.64	139,329.29	99,102.16	-	897.84	83.24
TOTAL Miscellaneous		103,000.00	118,886.64	142,470.56	100,757.38	-	2,242.62	97.82%
TOTAL REVENUES		703,000.00	874,310.92	751,407.32	742,503.06	-	(39,503.06)	105.62%

CAPITAL RECOVERY SEWER
CASH IN BANK AND INVESTMENTS
AS OF: September 30, 2020

Cash in Bank		
Claim on Operating Cash Pool-Checking	$	34,431.49
Cash in Investments		
Lone Star Investment-Capital Recovery Sewer		5,479,816.75
Capital One-Investment		1,831,585.82
Total Cash in Bank & Investments	$	7,345,834.06

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: September 30, 2020

620-SED CORPORATION FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Taxes	4,412,283.00	1,248,618.82	4,167,318.49	4,819,288.20	-	(407,005.20)	109.22
Fund Transfers	3,110,648.00	-	-	-	-	3,110,648.00	-
Miscellaneous	430,000.00	18,577.88	648,215.99	288,241.16	-	141,758.84	67.03
TOTAL REVENUES	7,952,931.00	1,267,196.70	4,815,534.48	5,107,529.36	-	2,845,401.64	64.22%
EXPENDITURE SUMMARY							
NONDEPARTMENTAL							
City Assistance	6,664,200.00	4,006,004.73	240,361.78	4,752,996.63	3,800,000.00	(1,888,796.63)	128.34
Fund Charges/Transfers	500,000.00	500,000.00	-	500,000.00	-	-	100.00
TOTAL NONDEPARTMENTAL	7,164,200.00	4,506,004.73	240,361.78	5,252,996.63	3,800,000.00	(1,888,796.63)	126.36%
MISC & PROJECTS							
PROJECTS							
ECONOMIC DEVELOPMENT							
Supplies	500.00	154.72	561.43	448.23	-	51.77	89.65
City Support Services	21,650.00	2,096.88	8,469.29	6,153.19	-	15,496.81	28.42
Utility Services	3,445.00	723.97	2,155.25	2,220.35	-	1,224.65	64.45
Operations Support	121,340.00	45,531.80	94,262.76	71,140.17	-	50,199.83	58.63
Staff Support	18,765.00	4,440.99	12,999.04	7,998.90	-	10,766.10	42.63
City Assistance	102,500.00	45,052.71	369.89	45,317.04	-	57,182.96	44.21
Professional Services	53,082.00	7,248.00	36,671.67	17,134.74	-	35,947.26	32.28
Fund Charges/Transfers	461,636.00	-	457,574.00	461,636.00	-	-	100.00
Maintenance Services	500.00	-	80.00	-	-	500.00	-
Operating Equipment	5,313.00	461.35	1,660.87	1,113.25	-	4,199.75	20.95
TOTAL ECONO DEVELOPMENT	788,731.00	105,710.42	614,804.20	613,161.87	-	175,569.13	77.74%
FM3009 ROAD&BRIDGE EXPANSION							
TOTAL EXPENDITURES	7,952,931.00	4,611,715.15	855,165.98	5,866,158.50	3,800,000.00	(1,713,227.50)	121.54%
** REVENUE OVER(UNDER) EXPEND	0.00	(3,344,518.45)	3,960,368.50	(758,629.14)	(3,800,000.00)	4,558,629.14	

SED CORPORATION
CASH IN BANK AND INVESTMENTS
AS OF: September 30, 2020

Cash in Bank		
Claim on Operating Cash Pool-Checking	**$**	**(358,749.53)**
Cash in Investments		
Texas Class Investment-Economic Development Corp		22,391,496.47
Schertz Bank & Trust-Certificate of Deposit		1,058,841.90
Schertz Bank & Trust-Certificate of Deposit		1,110,917.56
Total Cash in Bank & Investments	$	24,202,506.40

Quarterly Statement Schertz, Texas	CITY OF SCHERTZ REVENUE AND EXPENSE REPORT (UNAUDITED) AS OF :DECEMBER 31, 2020 ********** 2020 - 2021 **********				
	CURRENT BUDGET	CURRENT Y-T-D ACTUAL	Y-T-D ENCUMBR	BUDGET BALANCE	25% OF BUDGET
General Fund, 101					
Total Revenues	**37,474,811.00**	**12,906,181.65**	**0.00**	**24,568,629.35**	**34.44%**
Total General Government	7,042,558.00	1,574,924.73	783,748.52	4,683,884.75	33.49%
Total Public Safety	17,431,167.37	4,556,621.30	663,076.86	12,211,469.21	29.94%
Total Public Environment	1,649,740.00	341,559.08	105,478.32	1,202,702.60	27.10%
Total Parks & Recreation	2,682,141.00	504,762.93	139,940.81	2,037,437.26	24.04%
Total Cultural	1,064,255.00	279,323.60	22,315.68	762,615.72	28.34%
Total Internal Services	7,222,603.61	1,471,021.39	727,562.59	5,024,019.63	30.44%
Total Misc & Projects	934,292.00	52,420.92	102,888.00	778,983.08	16.62%
Total Expenditures	**38,026,756.98**	**8,780,473.95**	**2,545,010.78**	**26,701,272.25**	**29.78%**
Revenue Over(Under) Expenditures	**(551,945.98)**	4,125,707.70	**(2,545,010.78)**	**(2,132,642.90)**	
General Fund, 101 Total Cash in Bank & Investments		**19,174,650.12**			
Special Events Fund, 106					
Total Revenues	32,100.00	28,532.09	0.00	3,567.91	88.89%
Total Expenditures	32,100.00	12,868.35	0.00	19,231.65	40.09%
Revenue Over(Under) Expenditures	0.00	15,663.74	0.00	(15,663.74)	
Special Events Fund, 106 Total Cash in Bank & Investments		**127,104.70**			
Peg Fund, 110					
Total Revenues	185,500.00	20,977.62	0.00	164,522.38	11.31%
Total Expenditures	185,500.00	0.00	0.00	185,500.00	0.00%
Revenue Over(Under) Expenditures	0.00	20,977.62	0.00	(20,977.62)	
Peg Fund, 110 Total Cash in Bank & Investments		**888,685.65**			
Water & Sewer, 202					
Total Revenues	25,504,368.00	6,097,590.25	0.00	19,406,777.75	23.91%
Total Expenditures	24,826,603.00	5,305,452.83	1,873,203.13	17,647,947.04	28.92%
Revenue Over(Under) Expenditures	677,765.00	792,137.42	(1,873,203.13)	1,758,830.71	
Water & Sewer, 202 Total Cash in Bank & Investments		**9,207,194.80**			

Quarterly Statement Schertz, Texas	CITY OF SCHERTZ REVENUE AND EXPENSE REPORT (UNAUDITED) AS OF :DECEMBER 31, 2020 ********** 2020 - 2021 **********				
	CURRENT BUDGET	CURRENT Y-T-D ACTUAL	Y-T-D ENCUMBR	BUDGET BALANCE	25% OF BUDGET
EMS, 203					
Total Revenues	9,785,424.51	3,059,634.51	0.00	6,725,790.00	31.27%
Total Expenditures	10,001,991.01	2,524,251.55	491,663.94	6,986,075.52	30.15%
Revenue Over(Under) Expenditures	(216,566.50)	535,382.96	(491,663.94)	(260,285.52)	
EMS, 203 Total Cash in Bank & Investments		**1,343,096.22**			
Drainage, 204					
Total Revenues	1,462,793.00	271,049.21	0.00	1,191,743.79	18.53%
Total Expenditures	1,497,913.00	318,564.65	538,775.56	640,572.79	57.24%
Revenue Over(Under) Expenditures	(35,120.00)	(47,515.44)	(538,775.56)	551,171.00	
Drainage, 204 Total Cash in Bank & Investments		**799,932.70**			
Hotel Tax, 314					
Total Revenues	540,750.00	66,064.41	0.00	474,685.59	12.22%
Total Expenditures	253,930.00	102,999.65	86,256.40	64,673.95	74.53%
Revenue Over(Under) Expenditures	286,820.00	(36,935.24)	(86,256.40)	410,011.64	
Hotel Tax, 314 Total Cash in Bank & Investments		**2,048,003.25**			
Park, 317					
Total Revenues	125,000.00	114.67	0.00	124,885.33	0.09%
Total Expenditures	125,000.00	0.00	3,481.49	121,518.51	2.79%
Revenue Over(Under) Expenditures	0.00	114.67	(3,481.49)	3,366.82	
Park, 317 Total Cash in Bank & Investments		**292,350.12**			
Tree Mitigation, 319					
Total Revenues	74,500.00	219,197.54	0.00	(144,697.54)	294.22%
Total Expenditures	70,000.00	2,925.00	2,700.00	64,375.00	8.04%
Revenue Over(Under) Expenditures	4,500.00	216,272.54	(2,700.00)	(209,072.54)	
Tree Mitigation, 319 Total Cash in Bank & Investments		**679,500.16**			
Capital Recovery Water, 411					
Total Revenues	1,172,000.00	327,711.90	0.00	844,288.10	27.96%
Total Expenditures	206,000.00	0.00	127,216.28	78,783.72	61.76%
Revenue Over(Under) Expenditures	966,000.00	327,711.90	(127,216.28)	765,504.38	
Capital Recovery Water, 411 Total Cash in Bank & Investments		**8,053,476.76**			

Quarterly Statement Schertz, Texas	CITY OF SCHERTZ REVENUE AND EXPENSE REPORT (UNAUDITED) AS OF :DECEMBER 31, 2020 ********** 2020 - 2021 **********				
	CURRENT BUDGET	CURRENT Y-T-D ACTUAL	Y-T-D ENCUMBR	BUDGET BALANCE	25% OF BUDGET
Capital Recovery Sewer, 421					
Total Revenues	672,000.00	177,333.38	0.00	494,666.62	26.39%
Total Expenditures	208,000.00	1,138.38	156,477.85	50,383.77	75.78%
Revenue Over(Under) Expenditures	464,000.00	176,195.00	(156,477.85)	444,282.85	
Capital Recovery Sewer, 421 Total Cash in Bank & Investments		**7,522,029.06**			
I&S, 505					
Total Revenues	7,095,821.00	3,808,816.40	0.00	3,287,004.60	53.68%
Total Expenditures	7,094,861.00	174,999.52	962,353.13	5,957,508.35	16.03%
Revenue Over(Under) Expenditures	960.00	3,633,816.88	(962,353.13)	(2,670,503.75)	
I&S, 505 Total Cash in Bank & Investments		**4,419,735.27**			
SED Corporation, 620					
Total Revenues	8,144,799.00	1,261,455.08	0.00	6,883,343.92	15.49%
Total Expenditures	8,144,799.00	446,683.69	5,285.02	7,692,830.29	5.55%
Revenue Over(Under) Expenditures	0.00	814,771.39	(5,285.02)	(809,486.37)	
SED Corporation, 620 Total Cash in Bank & Investments		**20,967,549.14**			
Total Cash in Bank & Investments		**75,523,307.95**			

C I T Y O F S C H E R T Z
REVENUE AND EXPENSE REPORT (UNAUDITED)
AS OF: December 31, 2020

101 GENERAL FUND REVENUES	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Taxes	25,198,550.00	10,459,844.53	10,067,818.25	10,459,844.53	-	14,738,705.47	41.51
Franchises	2,334,000.00	551,850.84	522,800.37	551,850.84	-	1,782,149.16	23.64
Permits	1,767,250.00	410,000.42	330,408.56	410,000.42	-	1,357,249.58	23.20
Licenses	56,860.00	11,170.00	11,804.50	11,170.00	-	45,690.00	19.64
Fees	2,338,234.00	451,695.34	489,334.73	451,695.34	-	1,886,538.66	19.32
Fines	11,000.00	1,208.98	2,815.42	1,208.98	-	9,791.02	10.99
Inter-Jurisdictional	1,066,925.00	123,755.48	152,040.59	123,755.48	-	943,169.52	11.60
Fund Transfers	4,069,892.00	791,395.28	791,393.28	791,395.28	-	3,278,496.72	19.45
Miscellaneous	632,100.00	105,260.78	236,750.54	105,260.78	-	526,839.22	16.65
TOTAL REVENUES	37,474,811.00	12,906,181.65	12,605,166.24	12,906,181.65	-	24,568,629.35	34.44%
EXPENDITURE SUMMARY							
GENERAL GOVERNMENT							
CITY COUNCIL							
Personnel Services	37,633.00	10,197.07	10,822.43	10,197.07	14.40	27,421.53	27.13
Supplies	750.00	139.40	222.60	139.40	-	610.60	18.59
City Support Services	59,705.00	36,998.85	31,779.61	36,998.85	133.79	22,572.36	62.19
Operations Support	300.00	23.50	174.12	23.50	62.00	214.50	28.50
Staff Support	28,600.00	9,263.55	11,731.69	9,263.55	215.50	19,120.95	33.14
Professional Services	6,000.00	-	-	-	-	6,000.00	0.00
Operating Equipment	2,000.00	-	-	-	-	2,000.00	0.00
TOTAL CITY COUNCIL	134,988.00	56,622.37	54,730.45	56,622.37	425.69	77,939.94	42.26%
CITY MANAGER							
Personnel Services	1,246,309.00	314,144.59	273,828.69	314,144.59	-	932,164.41	25.21
Supplies	2,000.00	115.81	405.41	115.81	49.98	1,834.21	8.29
City Support Services	4,800.00	-	3,767.25	-	-	4,800.00	-
Operations Support	50.00	-	-	-	-	50.00	-
Staff Support	24,775.00	2,145.00	1,721.65	2,145.00	778.95	21,851.05	11.80
Operating Equipment	1,200.00	1,200.00	-	1,200.00	-	-	100.00
TOTAL CITY MANAGER	1,279,134.00	317,605.40	279,723.00	317,605.40	828.93	960,699.67	24.89%
MUNICIPAL COURT							
Personnel Services	283,625.00	81,000.14	70,858.40	81,000.14	-	202,624.86	28.56
Supplies	1,500.00	424.89	288.17	424.89	-	1,075.11	28.33
City Support Services	500.00	123.86	180.40	123.86	-	376.14	24.77
Operations Support	2,000.00	-	-	-	-	2,000.00	0.00
Staff Support	6,910.00	74.89	418.71	74.89	355.26	6,479.85	6.23
Court Support	1,080.00	-	186.00	-	-	1,080.00	0.00

CITY OF SCHERTZ
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101 GENERAL FUND	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Professional Services	69,850.00	9,132.50	13,950.00	9,132.50	53,969.00	6,748.50	90.34
Maintenance Services	3,000.00	550.00	300.00	550.00	1,700.00	750.00	75.00
TOTAL MUNICIPAL COURT	368,465.00	91,306.28	86,181.68	91,306.28	56,024.26	221,134.46	39.98%
CUSTOMER RELATIONS-311							
Personnel Services	113,239.00	30,889.96	28,595.30	30,889.96	-	82,349.04	27.28
Supplies	100.00	12.47	2.84	12.47	15.00	72.53	27.47
Staff Support	530.00	66.94	-	66.94	(12.78)	475.84	10.22
TOTAL CUSTOMER RELATIONS-311	113,869.00	30,969.37	28,598.14	30,969.37	2.22	82,897.41	27.20%
PLANNING & ZONING							
Personnel Services	264,117.00	54,565.83	43,395.32	54,565.83	-	209,551.17	20.66
Supplies	1,873.00	138.29	45.57	138.29	-	1,734.71	7.38
Utility Services	186.00	7.60	50.00	7.60	63.00	115.40	37.96
Operations Support	29,548.00	632.00	1,343.70	632.00	306.00	28,610.00	3.17
Staff Support	400,100.00	5.00	8.00	5.00	-	400,095.00	-
Professional Services	325.00	6,075.83	-	6,075.83	-	(5,750.83)	1,869.49
TOTAL PLANNING & ZONING	696,149.00	61,424.55	44,842.59	61,424.55	369.00	634,355.45	8.88%
LEGAL SERVICES							
Operations Support	10,000.00	2,256.91	188.00	2,256.91	125.75	7,617.34	23.83
Professional Services	140,000.00	16,981.05	7,021.37	16,981.05	-	123,018.95	12.13
TOTAL LEGAL SERVICES	150,000.00	19,237.96	7,209.37	19,237.96	125.75	130,636.29	12.91%
CITY SECRETARY							
Personnel Services	192,155.00	52,546.95	48,607.43	52,546.95	-	139,608.05	27.35
Supplies	1,150.00	409.65	285.63	409.65	-	740.35	35.62
City Support Services	10,000.00	-	2,926.45	-	100.00	9,900.00	1.00
Operations Support	150.00	-	-	-	-	150.00	-
Staff Support	4,350.00	982.40	1,701.95	982.40	-	3,367.60	22.58
Operating Equipment	1,035.00	-	-	-	-	1,035.00	-
TOTAL CITY SECRETARY	208,840.00	53,939.00	53,521.46	53,939.00	100.00	154,801.00	25.88%
NON-DEPARTMENTAL							
City Support Services	767,199.00	322,616.42	273,272.28	322,616.42	167,264.86	277,317.72	63.85
Operations Support	143,000.00	38,344.61	38,515.83	38,344.61	115.17	104,540.22	26.89
Staff Support	200.00	-	-	-	-	200.00	-
City Assistance	1,557,048.00	186,762.17	153,118.95	186,762.17	509,286.51	860,999.32	44.70
Professional Services	53,535.00	25,030.53	13,292.68	25,030.53	-	28,504.47	46.76
Fund Chrgs/Transfrs-Spec Events Fnd	27,979.00	-	-	-	-	27,979.00	-
TOTAL NON-DEPARTMENTAL	2,548,961.00	572,753.73	478,199.74	572,753.73	676,666.54	1,299,540.73	49.02%
PUBLIC AFFAIRS							
Personnel Services	302,583.00	83,183.60	76,330.91	83,183.60	-	219,399.40	27.49

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101 GENERAL FUND	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Supplies	1,700.00	420.61	100.23	420.61	41.12	1,238.27	27.16
Operations Support	46,603.00	749.13	1,472.85	749.13	1,450.91	44,402.96	4.72
Staff Support	11,140.00	35.64	-	35.64	193.00	10,911.36	2.05
Professional Services	267,000.00	44,695.76	47,430.75	44,695.76	9,301.27	213,002.97	20.22
TOTAL PUBLIC AFFAIRS	629,026.00	129,084.74	126,325.23	129,084.74	10,986.30	488,954.96	22.27%
ENGINEERING							
Personnel Services	808,237.00	206,077.07	161,944.47	206,077.07	-	602,159.93	25.50
Supplies	2,350.00	100.30	116.00	100.30	8.50	2,241.20	4.63
City Support Services	500.00	-	-	-	-	500.00	-
Utility Services	4,350.00	1,035.40	583.09	1,035.40	-	3,314.60	23.80
Operations Support	100.00	-	-	-	93.00	7.00	93.00
Staff Support	18,704.00	557.82	1,236.00	557.82	394.25	17,751.93	5.09
Professional Services	75,000.00	-	-	-	37,227.00	37,773.00	49.64
Operating Equipment	3,885.00	25,783.61	54.98	25,783.61	497.08	(22,395.69)	676.47
TOTAL ENGINEERING	913,126.00	233,554.20	163,934.54	233,554.20	38,219.83	641,351.97	29.76%
GIS							
TOTAL GENERAL GOVERNMENT	7,042,558.00	1,574,924.73	1,370,801.76	1,574,924.73	783,748.52	4,683,884.75	33.49%
PUBLIC SAFETY							
POLICE							
Personnel Services	8,612,069.00	2,399,852.23	1,970,264.20	2,399,852.23	-	6,212,216.77	27.87
Supplies	120,176.44	5,710.69	25,463.32	5,710.69	8,393.51	106,072.24	11.74
City Support Services	26,000.00	32,020.24	25,400.62	32,020.24	-	(6,020.24)	123.15
Utility Services	211,800.00	26,050.42	17,726.45	26,050.42	-	185,749.58	12.30
Operations Support	18,685.00	738.00	2,366.25	738.00	1,540.00	16,407.00	12.19
Staff Support	188,897.83	21,768.41	27,188.30	21,768.41	10,886.15	156,243.27	17.29
City Assistance	81,100.00	678.55	1,160.78	678.55	1,483.98	78,937.47	2.67
Professional Services	84,583.00	21,317.30	13,368.80	21,317.30	2,150.00	61,115.70	27.74
Maintenance Services	90,705.00	6,588.99	4,047.25	6,588.99	-	84,116.01	7.26
Operating Equipment	224,219.60	52,129.38	76,780.34	52,129.38	35,331.66	136,758.56	39.01
Capital Outlay	540,719.50	31,819.97	173,442.42	31,819.97	256,762.66	252,136.87	53.37
TOTAL POLICE	10,198,955.37	2,598,674.18	2,337,208.73	2,598,674.18	316,547.96	7,283,733.23	28.58%
FIRE RESCUE							
Personnel Services	5,261,519.00	1,567,846.12	1,244,093.51	1,567,846.12	-	3,693,672.88	29.80
Supplies	23,855.00	516.19	868.63	516.19	214.61	23,124.20	3.06
Utility Services	76,600.00	14,106.52	11,747.89	14,106.52	-	62,493.48	18.42
Operations Support	2,150.00	157.73	-	157.73	-	1,992.27	7.34
Staff Support	197,100.00	9,888.42	36,799.08	9,888.42	58,612.76	128,598.82	34.75

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101 GENERAL FUND	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
City Assistance	23,000.00	878.09	6,006.08	878.09	-	22,121.91	3.82
Professional Services	82,704.00	14,102.43	5,511.00	14,102.43	20,853.38	47,748.19	42.27
Maintenance Services	90,562.00	17,306.64	2,955.67	17,306.64	4,248.24	69,007.12	23.80
Rental/Leasing	13,500.00	-	3,371.22	-	-	13,500.00	-
Operating Equipment	146,000.00	20,166.51	12,887.49	20,166.51	23,840.38	101,993.11	30.14
Capital Outlay	291,000.00	27,573.31	50,183.12	27,573.31	193,131.97	70,294.72	75.84
TOTAL FIRE RESCUE	6,207,990.00	1,677,620.37	1,374,423.69	1,677,620.37	301,911.74	4,228,457.89	31.89%
INSPECTIONS							
Personnel Services	897,835.00	235,831.42	222,814.85	235,831.42	-	662,003.58	26.27
Supplies	5,076.00	201.10	307.42	201.10	284.63	4,590.27	9.57
Utility Services	8,400.00	1,037.71	896.94	1,037.71	-	7,362.29	12.35
Operations Support	1,000.00	-	-	-	114.00	886.00	11.40
Staff Support	41,261.00	475.52	4,849.48	475.52	618.53	40,166.95	2.65
Professional Services	70,000.00	15,400.00	950.00	15,400.00	43,600.00	11,000.00	84.29
Operating Equipment	650.00	-	-	-	-	650.00	-
TOTAL INSPECTIONS	1,024,222.00	280,326.75	229,818.69	280,326.75	44,617.16	699,278.09	31.73%
TOTAL PUBLIC SAFETY	17,431,167.37	4,556,621.30	3,941,451.11	4,556,621.30	663,076.86	12,211,469.21	29.94%
PUBLIC ENVIRONMENT							
STREETS							
Personnel Services	933,855.00	221,044.19	210,701.32	221,044.19	-	712,810.81	23.67
Supplies	117,950.00	28,265.19	25,300.23	28,265.19	19,783.73	69,901.08	40.74
Utility Services	176,000.00	31,720.37	28,325.80	31,720.37	293.58	143,986.05	18.19
Staff Support	21,120.00	2,159.19	3,916.56	2,159.19	1,183.51	17,777.30	15.83
Professional Services	18,000.00	530.00	-	530.00	9,232.00	8,238.00	54.23
Maintenance Services	334,992.00	56,780.50	51,068.50	56,780.50	12,887.50	265,324.00	20.80
Rental/Lease	6,000.00	-	1,900.00	-	1,275.00	4,725.00	21.25
Operating Equipment	9,800.00	1,059.64	-	1,059.64	28,800.00	(20,059.64)	304.69
Capital Outlay	32,023.00	-	-	-	32,023.00	-	100.00
TOTAL STREETS	1,649,740.00	341,559.08	321,693.74	341,559.08	105,478.32	1,202,702.60	27.10%
TOTAL PUBLIC ENVIRONMENT	1,649,740.00	341,559.08	321,693.74	341,559.08	105,478.32	1,202,702.60	27.10%
PARKS & RECREATION							
PARKS DEPARTMENT							
Personnel Services	714,711.00	154,806.40	137,401.00	154,806.40	-	559,904.60	21.66
Supplies	99,350.00	25,804.34	4,863.11	25,804.34	3,808.78	69,736.88	29.81
City Support Services	111,316.00	50,534.99	29,078.15	50,534.99	9,586.93	51,194.08	54.01
Utility Services	246,000.00	35,325.87	50,304.97	35,325.87	10,379.84	200,294.29	18.58
Operations Support	2,000.00	122.92	-	122.92	-	1,877.08	6.15
Staff Support	19,670.00	2,390.35	1,877.83	2,390.35	537.22	16,742.43	14.88

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101 GENERAL FUND	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Professional Services	120,271.00	27,214.30	17,711.57	27,214.30	1,625.00	91,431.70	23.98
Maintenance Services	84,000.00	55,092.61	4,474.80	55,092.61	-	28,907.39	65.59
Rental/Leasing	10,000.00	2,048.92	378.88	2,048.92	-	7,951.08	20.49
Operating Equipment	65,000.00	2,586.26	10,325.21	2,586.26	-	62,413.74	3.98
Capital Outlay	246,898.00	5,363.82	-	5,363.82	112,355.13	129,179.05	47.68
TOTAL PARKS DEPARTMENT	1,719,216.00	361,290.78	256,415.52	361,290.78	138,292.90	1,219,632.32	29.06%
SWIM POOL							
Supplies	25,500.00	22.36	-	22.36	-	25,477.64	0.09
Utility Services	16,500.00	2,388.02	2,389.57	2,388.02	293.26	13,818.72	16.25
Maintenance Services	527,878.00	81,589.98	81,695.57	81,589.98	475.40	445,812.62	15.55
TOTAL SWIM POOL	569,878.00	84,000.36	84,085.14	84,000.36	768.66	485,108.98	14.87%
EVENT FACILITIES							
Personnel Services	281,964.00	51,148.80	70,038.49	51,148.80	75.20	230,740.00	18.17
Supplies	6,150.00	1,079.93	678.21	1,079.93	85.06	4,985.01	18.94
Utility Services	47,650.00	4,516.86	4,573.46	4,516.86	-	43,133.14	9.48
Operations Support	16,343.00	1,808.64	1,102.74	1,808.64	-	14,534.36	11.07
Staff Support	4,925.00	191.56	1,748.82	191.56	178.99	4,554.45	7.52
Maintenance Services	13,000.00	-	1,041.00	-	540.00	12,460.00	4.15
Operating Equipment	23,015.00	726.00	(4,366.30)	726.00	-	22,289.00	15.19
TOTAL EVENT FACILITIES	393,047.00	59,471.79	74,816.42	59,471.79	879.25	332,695.96	15.35%
TOTAL PARKS & RECREATION	2,682,141.00	504,762.93	415,317.08	504,762.93	139,940.81	2,037,437.26	24.04%
CULTURAL							
LIBRARY							
Personnel Services	834,575.00	229,195.91	209,946.27	229,195.91	-	605,379.09	27.46
Supplies	13,855.00	4,827.05	1,097.34	4,827.05	91.74	8,936.21	35.50
Utility Services	65,500.00	5,326.69	6,088.12	5,326.69	-	60,173.31	8.13
Operations Support	3,600.00	587.98	403.97	587.98	17.99	2,994.03	16.83
Staff Support	8,280.00	329.18	2,737.30	329.18	409.00	7,541.82	8.92
Professional Services	2,300.00	1,655.96	1,984.10	1,655.96	-	644.04	72.00
Operating Equipment	136,145.00	37,400.83	47,152.07	37,400.83	21,796.95	76,947.22	43.48
TOTAL LIBRARY	1,064,255.00	279,323.60	269,409.17	279,323.60	22,315.68	762,615.72	28.34%
TOTAL CULTURAL	1,064,255.00	279,323.60	269,409.17	279,323.60	22,315.68	762,615.72	28.34%
HEALTH							
ANIMAL SERVICES							
INTERNAL SERVICE							
INFORMATION TECHNOLOGY							
Personnel Services	856,808.00	207,841.75	178,492.66	207,841.75	-	648,966.25	24.26
Supplies	6,800.00	1,162.86	512.14	1,162.86	287.49	5,349.65	21.33

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101 GENERAL FUND	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
City Support Services	974,666.00	161,856.83	63,952.45	161,856.83	77,592.69	735,216.48	24.57
Utility Services	285,125.00	52,359.62	19,811.09	52,359.62	27,007.42	205,757.96	27.84
Staff Support	43,628.00	117.01	17,434.20	117.01	633.17	42,877.82	1.72
Professional Services	102,599.00	-	-	-	47,755.13	54,843.87	46.55
Maintenance Services	10,000.00	7,182.61	101.77	7,182.61	682.00	2,135.39	78.65
Rental/Leasing	3,651.00	912.54	-	912.54	304.18	2,434.28	33.33
Operating Equipment	320,369.00	46,430.69	11,890.61	46,430.69	106,444.73	167,493.58	47.72
Capital Outlay	35,000.00	-	-	-	26,940.96	8,059.04	76.97
TOTAL INFORMATION TECHNOLOGY	2,638,646.00	477,863.91	292,194.92	477,863.91	287,647.77	1,873,134.32	29.01%
HUMAN RESOURCES							
Personnel Services	456,957.00	115,028.96	104,465.71	115,028.96	-	341,928.04	25.17
Supplies	2,700.00	182.10	901.40	182.10	-	2,517.90	6.74
Human Services	232,562.00	52,627.43	38,678.48	52,627.43	50,859.94	129,074.63	44.50
Operations Support	5,836.00	2,433.84	1,279.84	2,433.84	225.00	3,177.16	45.56
Staff Support	38,150.00	13,303.30	6,867.57	13,303.30	865.37	23,981.33	37.14
City Assistance	10,000.00	1,985.00	2,276.00	1,985.00	-	8,015.00	19.85
Professional Services	15,000.00	-	31,314.25	-	6,980.00	8,020.00	46.53
Operating Equipment	514.00	513.31	-	513.31	-	0.69	99.87
TOTAL HUMAN RESOURCES	761,719.00	186,073.94	185,783.25	186,073.94	58,930.31	516,714.75	32.16%
FINANCE							
Personnel Services	605,758.00	170,470.62	150,320.00	170,470.62	-	435,287.38	28.14
Supplies	3,700.00	801.09	803.02	801.09	58.19	2,840.72	23.22
Staff Support	9,422.00	864.00	1,290.24	864.00	-	8,558.00	9.17
Professional Sevices	34,500.00	909.82	9,341.35	909.82	-	33,590.18	2.64
Operating Equipment	586.61	336.08	223.99	336.08	303.61	(53.08)	109.05
TOTAL FINANCE	653,966.61	173,381.61	161,978.60	173,381.61	361.80	480,223.20	26.57%
PURCHASING & ASSET MGT							
Personnel Services	225,784.00	63,361.41	58,510.48	63,361.41	-	162,422.59	28.06
Supplies	700.00	34.58	72.33	34.58	63.54	601.88	14.02
Operations Support	7,650.00	1,299.00	2,739.00	1,299.00	1,018.75	5,332.25	30.30
Staff Support	6,785.00	375.38	823.00	375.38	-	6,409.62	5.53
City Assistance	2,000.00	162.00	200.00	162.00	150.00	1,688.00	15.60
Operating Equipment	1,600.00	-	-	-	-	1,600.00	-
TOTAL PURCHASING & ASSET MGT	244,519.00	65,232.37	62,344.81	65,232.37	1,232.29	178,054.34	27.18%
FLEET SERVICE							
Personnel Services	514,842.00	137,221.56	84,344.42	137,221.56	-	377,620.44	26.65
Supplies	216,000.00	37,837.11	29,807.44	37,837.11	8,470.80	169,692.09	21.44
City Support Services	15,000.00	2,357.20	2,297.20	2,357.20	-	12,642.80	15.71

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AS OF: December 31, 2020

101 GENERAL FUND	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Utility Services	11,500.00	1,634.84	1,701.07	1,634.84	130.28	9,734.88	15.35
Staff Support	29,700.00	4,317.96	1,706.06	4,317.96	2,645.93	22,736.11	23.45
Maintenance Services	212,350.00	62,530.77	29,234.98	62,530.77	11,741.75	138,077.48	34.98
Operating Equipment	9,603.00	4,737.94	195.10	4,737.94	2,532.84	2,332.22	75.71
Capital Outlay	58,950.00	-	-	-	21,303.00	37,647.00	36.14
TOTAL FLEET SERVICE	1,067,945.00	250,637.38	149,286.27	250,637.38	46,824.60	770,483.02	27.85%
FACILITY SERVICES							
Personnel Services	735,826.00	213,475.64	178,439.28	213,475.64	-	522,350.36	29.01
Supplies	145,900.00	10,228.44	16,138.25	10,228.44	2,319.60	133,351.96	8.60
City Support Services	5,000.00	-	-	-	-	5,000.00	-
Utility Services	171,000.00	26,404.32	18,197.31	26,404.32	-	144,595.68	15.44
Staff Support	12,800.00	706.00	891.71	706.00	551.47	11,542.53	9.82
Professional Services	85,746.00	15,216.62	7,608.31	15,216.62	76,083.10	(5,553.72)	106.48
Maintenance Services	652,536.00	51,801.16	99,650.30	51,801.16	253,611.65	347,123.19	46.80
Rental/Leasing	500.00	-	-	-	-	500.00	-
Operating Equipment	16,500.00	-	-	-	-	16,500.00	-
Capital Outlay	30,000.00	-	-	-	-	30,000.00	-
TOTAL BUILDING MAINTENANCE	1,855,808.00	317,832.18	320,925.16	317,832.18	332,565.82	1,205,410.00	35.05%
TOTAL INTERNAL SERVICE	7,222,603.61	1,471,021.39	1,172,513.01	1,471,021.39	727,562.59	5,024,019.63	30.44%
MISC & PROJECTS							
Project							
Fund Charges/Transfers	581,300.00	-	-	-	-	581,300.00	-
TOTAL PROJECTS	581,300.00	-	-	-	-	581,300.00	-
CITY ASSISTANCE							
City's Assistance to Agencies	320,000.00	52,420.92	104,255.99	52,420.92	100,388.00	167,191.08	47.75
Operating Equipment	10,000.00	-	-	-	-	10,000.00	-
TOTAL CITY ASSISTANCE	330,000.00	52,420.92	104,255.99	52,420.92	100,388.00	177,191.08	46.31%
COURT - RESTRICTED FUNDS							
Operating Equipment	22,992.00	-	-	-	2,500.00	20,492.00	10.87
TOTAL COURT-RESTRICTED FUNDS	22,992.00	-	-	-	2,500.00	20,492.00	10.87%
TOTAL MISC & PROJECTS	934,292.00	52,420.92	104,255.99	52,420.92	102,888.00	778,983.08	16.62%
TOTAL EXPENDITURES	38,026,756.98	8,780,473.95	7,615,507.71	8,780,473.95	2,545,010.78	26,701,272.25	29.78%
REVENUE OVER(UNDER) EXPEND.	(551,945.98)	4,125,707.70	4,989,658.53	4,125,707.70	(2,545,010.78)	(2,132,642.90)	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: December 31, 2020

101 GENERAL FUND REVENUES		CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Taxes								
000-411100	Advalorem Tax-Current	14,554,500.00	7,906,585.67	7,742,627.95	7,906,585.67	-	6,647,914.33	54.32
000-411110	Disable Veterans Assist Pymnt	500,000.00	-	-	-	-	500,000.00	-
000-411200	Advalorem Tax-Delinquent	50,000.00	32,941.15	7,537.08	32,941.15	-	17,058.85	65.88
000-411300	Advalorem Tax-P&I	50,000.00	15,014.07	4,677.79	15,014.07	-	34,985.93	30.03
000-411500	Sales Tax Revenue-Gen Fund	9,964,000.00	2,495,735.29	2,292,410.77	2,495,735.29	-	7,468,264.71	25.05
000-411600	Bingo Tax	50.00	-	28.16	-	-	50.00	-
000-411700	Mixed Beverage Tax	80,000.00	9,568.35	20,536.50	9,568.35	-	70,431.65	11.96
TOTAL Taxes		25,198,550.00	10,459,844.53	10,067,818.25	10,459,844.53	-	14,738,705.47	41.51%
Franchises								
000-421200	Center Point/Entex Energy	95,000.00	24,154.37	24,297.46	24,154.37	-	70,845.63	25.43
000-421220	City Public Service	1,020,000.00	233,351.20	240,156.22	233,351.20	-	786,648.80	22.88
000-421240	Guadalupe Valley Elec Co-op	455,000.00	107,123.70	103,877.14	107,123.70	-	347,876.30	23.54
000-421250	New Braunfels Utilities	78,000.00	16,849.67	14,255.34	16,849.67	-	61,150.33	21.60
000-421300	Time Warner-State Franchise	250,000.00	45,654.45	35,570.32	45,654.45	-	204,345.55	18.26
000-421460	AT&T Franchise Fee	150,000.00	40,483.68	32,274.56	40,483.68	-	109,516.32	26.99
000-421480	Other Telecom Franchise - ROW	130,000.00	38,515.31	31,396.65	38,515.31	-	91,484.69	29.63
000-421500	Solid Waste Franchise Fee	156,000.00	45,718.46	40,972.68	45,718.46	-	110,281.54	29.31
TOTAL Franchises		2,334,000.00	551,850.84	522,800.37	551,850.84	-	1,782,149.16	23.64%
Permits								
000-431100	Home Occupation Permit	500.00	420.00	350.00	420.00	-	80.00	84.00
000-431205	Bldg Permit-Residential	550,000.00	129,898.50	112,148.00	129,898.50	-	420,101.50	23.62
000-431210	Bldg Permit-Commercial	350,000.00	50,456.00	1,906.00	50,456.00	-	299,544.00	14.42
000-431215	Bldg Permit-General	350,000.00	79,184.00	64,425.00	79,184.00	-	270,816.00	22.62
000-431300	Mobile Home Permit	400.00	300.00	175.00	300.00	-	100.00	75.00
000-431400	Signs Permit	5,600.00	1,486.00	1,671.00	1,486.00	-	4,114.00	26.54
000-431500	Food Establishmnt Permit	63,000.00	56,250.00	59,200.00	56,250.00	-	6,750.00	89.29
000-431700	Plumbing Permit	138,950.00	33,572.00	26,123.00	33,572.00	-	105,378.00	24.16
000-431750	Electrical Permit	70,900.00	21,440.00	13,580.00	21,440.00	-	49,460.00	30.24
000-431800	Mechanical Permit	68,300.00	14,780.00	13,100.00	14,780.00	-	53,520.00	21.64
000-431900	Solicitor/Peddler Permit	2,300.00	120.00	400.00	120.00	-	2,180.00	5.22
000-431950	Animal/Pet Permit	500.00	-	5.00	-	-	500.00	0.00
000-432000	Cert of Occupancy Prmt	6,300.00	1,050.00	2,100.00	1,050.00	-	5,250.00	16.67
000-432100	Security Alarm Permit	43,000.00	6,975.00	8,781.00	6,975.00	-	36,025.00	16.22
000-432300	Grading/Clearing Permit	12,500.00	2,450.00	1,595.00	2,450.00	-	10,050.00	19.60
000-432400	Development Permit	75,000.00	7,394.42	15,654.06	7,394.42	-	67,605.58	9.86

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: December 31, 2020

101 GENERAL FUND		CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUES								
000-435000	Fire Permit	30,000.00	4,224.50	9,195.50	4,224.50	-	25,775.50	14.08
TOTAL Permits		1,767,250.00	410,000.42	330,408.56	410,000.42	-	1,357,249.58	23.20%
Licenses								
000-441000	Alcohol Beverage License	8,100.00	2,540.00	2,272.50	2,540.00	-	5,560.00	31.36
000-441300	Mobile Home License	160.00	80.00	80.00	80.00	-	80.00	50.00
000-442000	Contractors License	45,600.00	8,550.00	9,050.00	8,550.00	-	37,050.00	18.75
000-444000	Pet License	3,000.00	-	402.00	-	-	3,000.00	0.00
TOTAL Licenses		56,860.00	11,170.00	11,804.50	11,170.00	-	45,690.00	19.64%
Fees								
000-451000	Municipal Court Fines	664,160.00	99,424.57	147,599.30	99,424.57	-	564,735.43	14.97
000-451100	Arrest Fee	25,680.00	4,082.08	5,908.86	4,082.08	-	21,597.92	15.90
000-451110	Expunction Fee	160.00	-	-	-	-	160.00	0.00
000-451200	Warrant Fees	73,560.00	8,014.27	14,604.45	8,014.27	-	65,545.73	10.89
000-451220	Officer Jury Fee	400.00	-	-	-	-	400.00	0.00
000-451320	Civil Justice Fee-Court	500.00	-	-	-	-	500.00	0.00
000-451340	Judicial Fee-City	3,432.00	83.11	788.71	83.11	-	3,348.89	2.42
000-451400	Traffic Fine Costs TTL	12,168.00	1,964.45	2,768.82	1,964.45	-	10,203.55	16.14
000-451510	Juvenile Case Mgmt Fee	28,668.00	697.56	6,572.43	697.56	-	27,970.44	2.43
000-451520	Truancy Fees	5,352.00	3,761.25	1,245.12	3,761.25	-	1,590.75	70.28
000-451530	Local Municipal Jury Fund	400.00	73.15	-	73.15	-	326.85	18.29
000-451600	Technology Fund Fee	22,992.00	3,520.00	5,258.33	3,520.00	-	19,472.00	15.31
000-451700	Security Fee	17,244.00	4,030.53	3,943.77	4,030.53	-	13,213.47	23.37
000-451800	Time Payment Fee-City	4,968.00	360.78	1,154.01	360.78	-	4,607.22	7.26
000-451850	State Fines 10% Service Fee	38,752.00	9,084.44	8,405.72	9,084.44	-	29,667.56	23.44
000-451900	DPS Payment-Local	5,592.00	604.00	1,048.92	604.00	-	4,988.00	10.80
000-452000	Child Safety Fee	10,356.00	1,911.48	2,612.56	1,911.48	-	8,444.52	18.46
000-452100	Platting Fees	59,000.00	6,000.00	1,500.00	6,000.00	-	53,000.00	10.17
000-452200	Site Plan Fee	36,000.00	4,500.00	500.00	4,500.00	-	31,500.00	12.50
000-452300	Plan Check Fee	625,000.00	113,113.25	82,312.25	113,113.25	-	511,886.75	18.10
000-452320	Tree Mitigation Admin Fee	15,000.00	38,640.00	10,287.30	38,640.00	-	(23,640.00)	257.60
000-452400	BOA/Variance Fees	5,000.00	-	-	-	-	5,000.00	0.00
000-452600	Specific Use/Zone Chng Fee	18,000.00	6,000.00	11,250.00	6,000.00	-	12,000.00	33.33
000-452710	Zoning Ltr & Dev Rights	1,950.00	600.00	2,100.00	600.00	-	1,350.00	30.77
000-453100	Reinspection Fees	190,000.00	51,725.00	42,425.00	51,725.00	-	138,275.00	27.22
000-453110	Swim Pool Inspection Fee	2,500.00	-	660.00	-	-	2,500.00	0.00

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101 GENERAL FUND		CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUES								
000-453200	Lot Abatement	5,000.00	1,400.00	600.00	1,400.00	-	3,600.00	28.00
000-453211	Admin Fee-Inspections	18,600.00	600.00	3,600.00	600.00	-	18,000.00	3.23
000-453710	Foster Care	500.00	-	150.00	-	-	500.00	0.00
000-454200	Pool Gate Admission Fee	24,000.00	-	30.00	-	-	24,000.00	0.00
000-454300	Seasonal Pool Pass Fee	5,000.00	-	-	-	-	5,000.00	0.00
000-456120	Senior Center Meal Fee	20,000.00	7,654.29	3,456.98	7,654.29	-	12,345.71	38.27
000-456500	HAZ MAT Fees	5,000.00	-	-	-	-	5,000.00	0.00
000-456600	Fire Re-inspection Fee	1,000.00	-	200.00	-	-	1,000.00	0.00
000-458000	Sale of General Fixed Assets	20,000.00	-	-	-	-	20,000.00	0.00
000-458110	Sale of Mdse - GovDeals	80,000.00	24,285.00	15,185.12	24,285.00	-	55,715.00	30.36
000-458400	Civic Center Rental Fees	130,900.00	1,725.00	(520.00)	1,725.00	-	129,175.00	1.32
000-458450	North Center Rental Fees	14,000.00	2,500.00	5,100.00	2,500.00	-	11,500.00	17.86
000-458460	Senior Center Rental	7,000.00	-	2,100.00	-	-	7,000.00	0.00
000-458500	Community Center Rental Fees	23,800.00	3,635.00	7,716.50	3,635.00	-	20,165.00	15.27
000-458550	Pavilion Rental Fees	20,000.00	1,925.00	3,065.00	1,925.00	-	18,075.00	9.63
000-458560	Chamber of Comm Rent	7,500.00	1,950.00	1,950.00	1,950.00	-	5,550.00	26.00
000-458570	Non-Resident SYSA League	10,000.00	-	-	-	-	10,000.00	0.00
000-458650	NonResident User Fee-BVYA	10,000.00	7,080.00	-	7,080.00	-	2,920.00	70.80
000-458660	BVYA Utility Reimbursement	15,000.00	7,838.38	-	7,838.38	-	7,161.62	52.26
000-458670	SYSA Utility Reimbursement	7,500.00	-	2,362.78	-	-	7,500.00	0.00
000-458675	Lions Futbol Utility Reimbrsmt	10,000.00	3,516.00	3,516.00	3,516.00	-	6,484.00	35.16
000-458685	Recreation Programs	1,000.00	-	-	-	-	1,000.00	0.00
000-458685.00	Rec Prgrm-Kickball Leagues	2,600.00	-	-	-	-	2,600.00	0.00
000-458700	Vehicle Impoundment	10,000.00	2,640.00	-	2,640.00	-	7,360.00	26.40
000-459200	NSF Check Fee	100.00	-	25.00	-	-	100.00	0.00
000-459300	Notary Fee	100.00	36.00	18.00	36.00	-	64.00	36.00
000-459600	Animal Adoption Fee	12,000.00	1,940.00	3,865.00	1,940.00	-	10,060.00	16.17
000-459700	Pet Impoundment Fee	5,000.00	2,119.00	2,342.00	2,119.00	-	2,881.00	42.38
000-459800	Police Reports Fee	5,800.00	1,038.00	314.30	1,038.00	-	4,762.00	17.90
TOTAL Fees		2,338,234.00	451,695.34	489,334.73	451,695.34	-	1,886,538.66	19.32%
Fines								
000-463000	Library Fines	11,000.00	1,208.98	2,815.42	1,208.98	-	9,791.02	10.99
TOTAL Fines		11,000.00	1,208.98	2,815.42	1,208.98	-	9,791.02	10.99%
Inter-Jurisdictional								
000-473100	Bexar Co - Fire	21,077.00	15,808.32	-	15,808.32	-	5,268.68	75.00
000-473200	City of Seguin-Fire Contract	30,107.00	8,363.28	7,526.94	8,363.28	-	21,743.72	27.78

CITY OF SCHERTZ

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AS OF: December 31, 2020

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REVENUES								
000-473300	Guadalupe Co-Library	203,191.00	67,730.32	-	67,730.32	-	135,460.68	33.33
000-473400	Randolph AFB-Animal Control	500.00	-	-	-	-	500.00	0.00
000-474200	Library Services-Cibolo	40,000.00	-	30.00	-	-	40,000.00	0.00
000-474210	Library Services-Selma	26,000.00	-	-	-	-	26,000.00	0.00
000-474400	Dispatch Service-Cibolo	166,000.00	-	-	-	-	166,000.00	0.00
000-474600	School Crossing Guard-Bexar Co	36,000.00	8,998.48	9,042.63	8,998.48	-	27,001.52	25.00
000-474610	School Cross Guard-Guadalupe C	41,000.00	10,355.08	9,541.02	10,355.08	-	30,644.92	25.26
000-474700	School Officer Funding	453,050.00	-	88,400.00	-	-	453,050.00	0.00
000-474750	Crime Victim Liaison Agreement	50,000.00	12,500.00	37,500.00	12,500.00	-	37,500.00	25.00
TOTAL Inter-Jurisdictional		1,066,925.00	123,755.48	152,040.59	123,755.48	-	943,169.52	11.60%
Fund Transfers								
000-480000	Indirect Costs-EMS	182,600.00	44,775.00	44,775.00	44,775.00	-	137,825.00	24.52
000-480100	Indirect Costs-Hotel/Motel	72,464.00	18,607.03	18,607.03	18,607.03	-	53,856.97	25.68
000-481000	Transfer In - Reserves	1,081,160.00	-	-	-	-	1,081,160.00	0.00
000-485000	Interfund Charges-Drainage-5%	285,506.00	60,778.50	60,776.50	60,778.50	-	224,727.50	21.29
000-486000	Interfund Chrges-Admin W&S	1,450,827.00	346,249.97	346,249.97	346,249.97	-	1,104,577.03	23.87
000-486202	Transfer In-Water&Sewer Fund	4,000.00	-	-	-	-	4,000.00	0.00
000-486203	Transfer In-EMS	4,000.00	-	-	-	-	4,000.00	0.00
000-486204	Transfer In-Drainage	1,000.00	-	-	-	-	1,000.00	0.00
000-487000	Interfund Charges-Fleet	398,618.00	90,166.78	90,166.78	90,166.78	-	308,451.22	22.62
000-488000	Interfund Charges-4B	503,717.00	230,818.00	230,818.00	230,818.00	-	272,899.00	45.82
000-489000	Transfer In	86,000.00	-	-	-	-	86,000.00	0.00
TOTAL Fund Transfers		4,069,892.00	791,395.28	791,393.28	791,395.28	-	3,278,496.72	19.45%
Miscellaneous								
000-491000	Interest Earned	15,000.00	1,690.16	12,447.85	1,690.16	-	13,309.84	11.27
000-491200	Investment Income	120,000.00	20,083.34	91,525.06	20,083.34	-	99,916.66	16.74
000-493120	Donations-Public Library	10,000.00	101.65	999.00	101.65	-	9,898.35	1.02
000-493400	Donations-Animal Control	5,000.00	1,735.00	2,044.00	1,735.00	-	3,265.00	34.70
000-493460	Donations- Parks	10,000.00	-	-	-	-	10,000.00	0.00
000-493465	Donations-Senior Center	10,000.00	-	3,479.37	-	-	10,000.00	0.00
000-493700	July 4th Activities	26,000.00	-	-	-	-	26,000.00	0.00
000-493701	Proceeds-Holidazzle	12,500.00	3,290.00	-	3,290.00	-	9,210.00	26.32
000-493704	Moving on Main	4,000.00	-	-	-	-	4,000.00	0.00
000-494481	LawEnforcemtOfficersStnd&	5,000.00	-	-	-	-	5,000.00	0.00
000-494482	Grants-Police, Fire, Gen Fund	2,500.00	541.11	-	541.11	-	1,958.89	21.64
000-495100	Mobile Stage Rental Fees	2,100.00	-	1,550.00	-	-	2,100.00	0.00

CITY OF SCHERTZ

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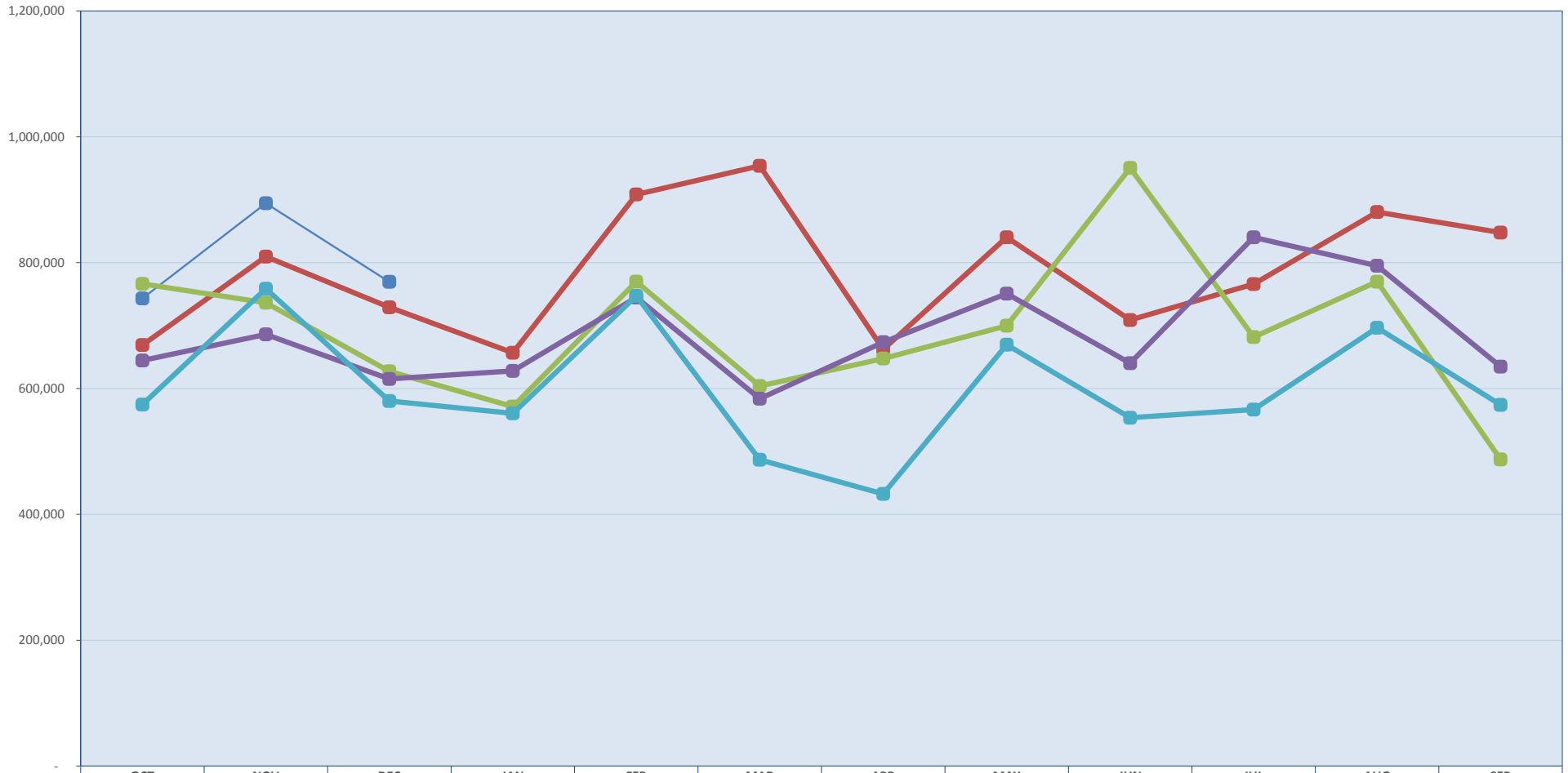
REVENUES								
000-497000	Misc Income-Gen Fund	40,000.00	13,358.64	23,876.28	13,358.64	-	26,641.36	33.40
000-497005	Schertz Magazine Advertising	120,000.00	36,461.62	34,550.00	36,461.62	-	83,538.38	30.38
000-497100	Misc Income-Police	9,000.00	3,923.92	3,717.60	3,923.92	-	5,076.08	43.60
000-497200	Misc Income-Library	4,500.00	469.25	1,092.50	469.25	-	4,030.75	10.43
000-497210	Misc Income-Library Copier	18,000.00	1,127.50	4,606.95	1,127.50	-	16,872.50	6.26
000-497400	Misc Income-Streets Dept	30,000.00	2,976.00	3,953.29	2,976.00	-	27,024.00	9.92
000-497500	Misc Income-TML Ins. Claims	25,000.00	1,444.45	14,115.81	1,444.45	-	23,555.55	5.78
000-497550	Misc Income-TML WC Reimbursmnt	10,000.00	3,549.48	1,234.86	3,549.48	-	6,450.52	35.49
000-497600	Misc Income-Vending Mach	2,500.00	91.38	539.20	91.38	-	2,408.62	3.66
000-498000	Reimbursmnt-Gen Fund	20,000.00	-	-	-	-	20,000.00	0.00
000-498105	Reimbursmt Police OT-DEA	18,000.00	11,766.53	-	11,766.53	-	6,233.47	65.37
000-498110	Reimburmnt Fire-Emg Acti-OT	100,000.00	-	23,412.08	-	-	100,000.00	0.00
000-498150	Reimbursement - Library	13,000.00	8,598.66	13,509.00	8,598.66	-	4,401.34	66.14
TOTAL Miscellaneous		632,100.00	105,260.78	236,750.54	105,260.78	-	526,839.22	16.65%
TOTAL REVENUES		37,474,811.00	12,906,181.65	12,605,166.24	12,906,181.65	-	24,568,629.35	34.44%

GENERAL FUND
CASH IN BANK AND INVESTMENTS
AS OF: December 31, 2020

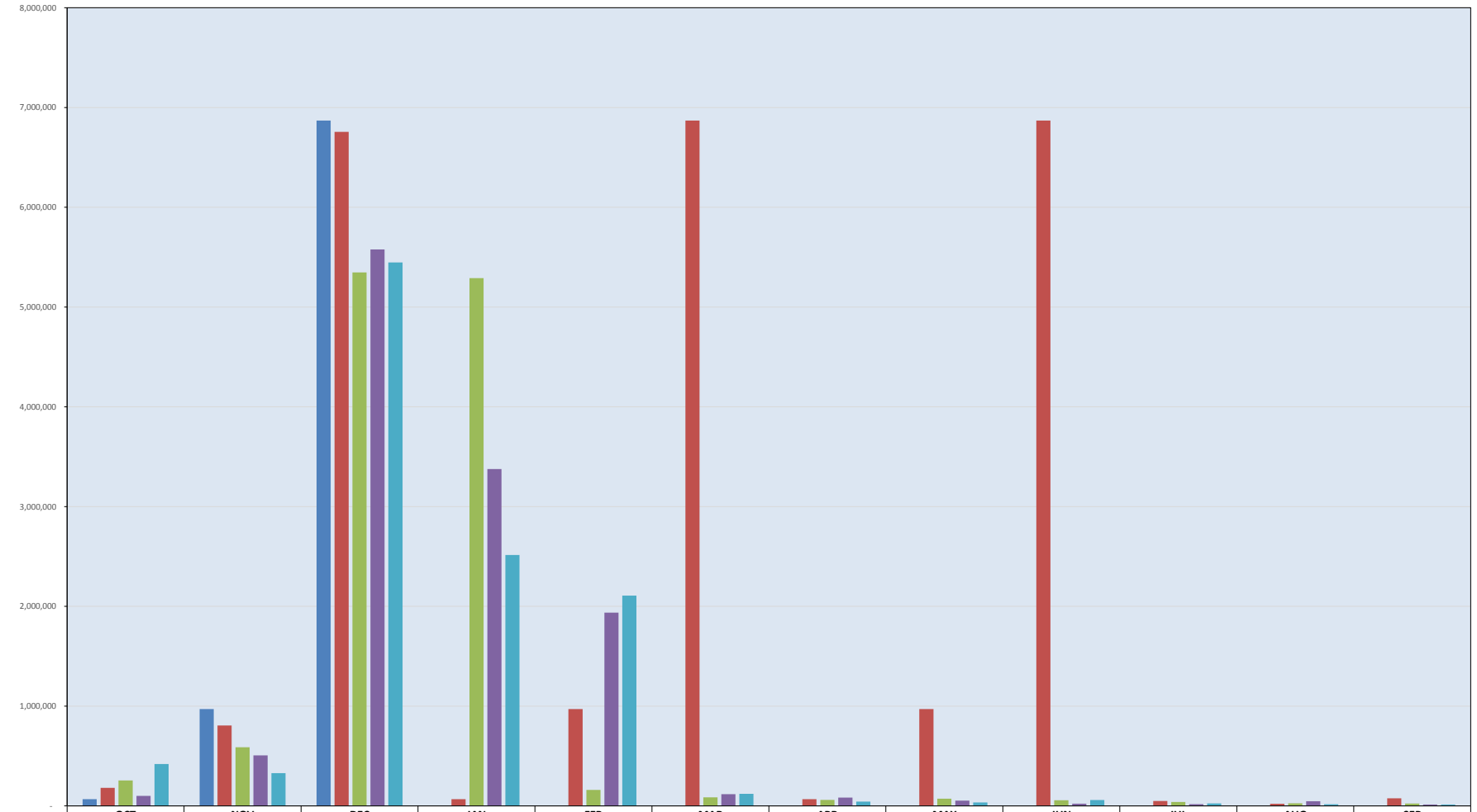
Cash in Bank		
Claim on Operating Cash Pool-Checking	$	3,905,500.60
Cash in Investments		
LOGIC Investment-General Fund		11,851,634.61
LOGIC Investment-Equip Replacement		79,062.99
LOGIC Investment-Veh Replacement		533,103.80
LOGIC Investment-Air Condi Replacment		290,119.23
BBVA CD Investment		1,049,696.40
CAPITAL ONE Investment-General Fund		1,465,532.49
Total Cash in Bank & Investments	$	19,174,650.12

Sales Tax-General Fund



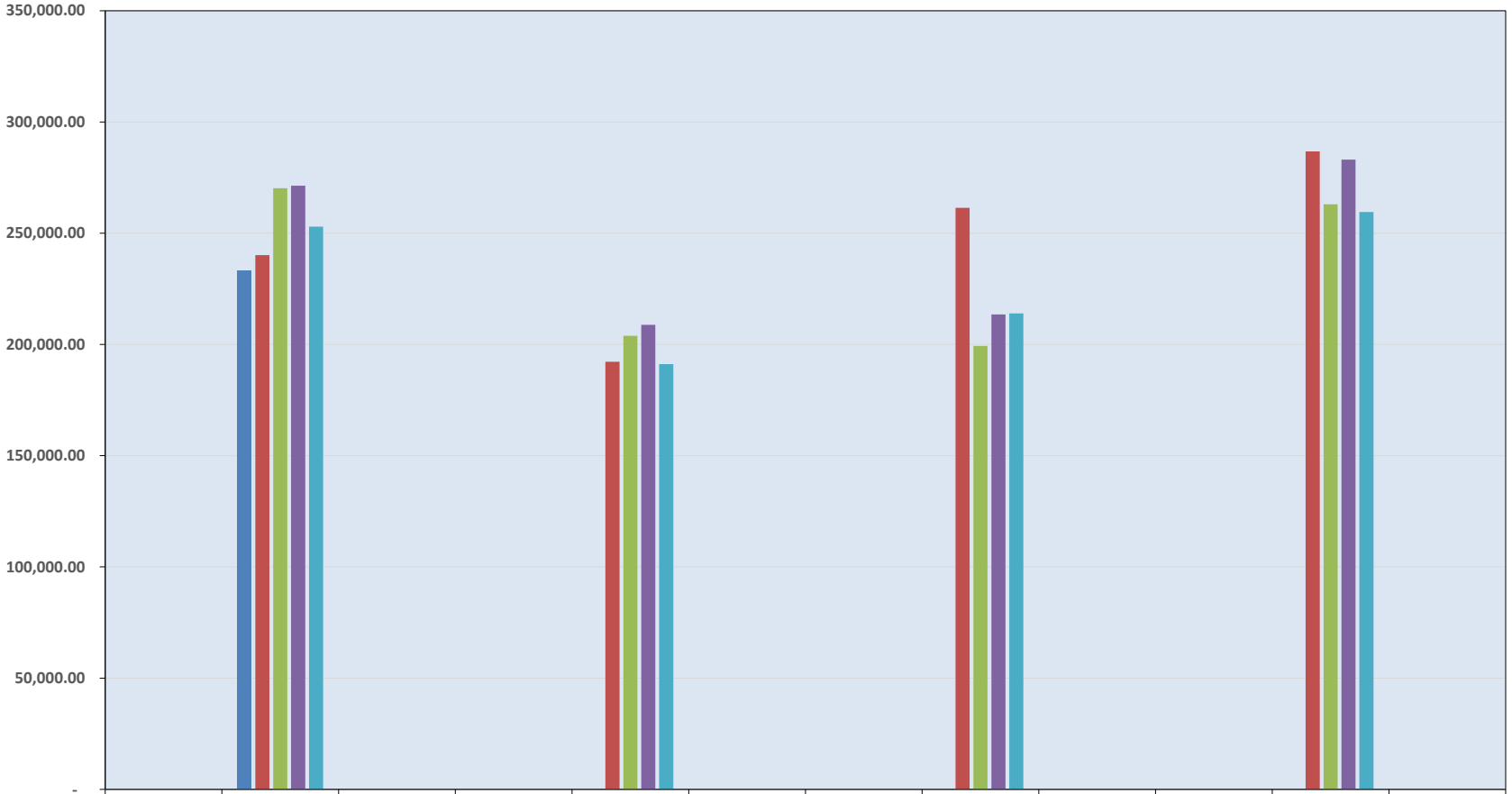
	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
2020-21	743,235	894,399	769,523									
2019-20	669,061	809,661	729,135	656,810	908,377	953,913	662,240	840,330	708,822	765,963	880,492	847,850
2018-19	766,254	736,285	627,360	571,251	769,881	603,905	647,650	699,759	950,507	681,755	769,754	487,275
2017-18	644,584	686,048	615,170	627,981	744,714	583,818	673,567	750,755	640,283	840,254	795,116	634,780
2016-17	574,470	758,598	580,171	560,431	747,281	486,739	432,444	669,542	553,540	566,565	696,536	573,973

ADVALOREM TAX



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
2020-21	67,176	970,388	6,869,022									
2019-20	181,122	806,033	6,755,473	67,176	970,388	6,869,022	67,175.66	970,387.82	6,869,022.19	48,549.72	20,478.64	76,360.61
2018-19	255,207	587,379	5,347,223	5,289,147	160,362	85,307	60,277	71,690	56,808	39,643	25,332	23,338
2017-18	100,310	505,909	5,577,660	3,375,990	1,936,953	117,684	82,856	52,620	21,817	16,745	47,029	14,080
2016-17	419,931	328,521	5,447,189	2,515,077	2,106,927	120,850	42,362	34,666	58,291	24,344	16,511	13,700

CITY PUBLIC SERVICE



	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	
2020-21		233,351										
2019-20		240,156			192,246			261,394			286,756	
2018-19		270,225			203,885			199,326			263,032	
2017-18		271,335			208,803			213,511			283,058	
2016-17		252,947			191,140			213,951			259,517	

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: December 31, 2020

106-SPECIAL EVENTS FUND	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
FINANCIAL SUMMARY							
REVENUE SUMMARY							
Miscellaneous	32,100.00	28,532.09	37,968.59	28,532.09	-	3,567.91	88.89
TOTAL REVENUES	32,100.00	28,532.09	37,968.59	28,532.09	-	3,567.91	88.89%
EXPENDITURE SUMMARY							
GENERAL GOVERNMENT							
CULTURAL							
WALK FOR LIFE	10,000.00	-	-	-	-	10,000.00	-
SWEETHEART EVENT	0.00	-	(1,950.00)	-	-	-	-
HAL BALDWIN SCHOLARSHIP	22,100.00	12,868.35	11,845.30	12,868.35	-	9,231.65	58.23
TOTAL CULTURAL	32,100.00	12,868.35	9,895.30	12,868.35	-	19,231.65	40.09%
TOTAL EXPENDITURES	32,100.00	12,868.35	9,895.30	12,868.35	-	19,231.65	40.09%
REVENUE OVER(UNDER) EXPEND	0.00	15,663.74	28,073.29	15,663.74	-	(15,663.74)	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: December 31, 2020

106-SPECIAL EVENTS FUND REVENUES		CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Fund Transfers								
Miscellaneous								
000-491200	Investment Income	0.00	7.09	88.59	7.09	-	(7.09)	0.00
000-492200	Kick Cancer	10,000.00	-	-	-	-	10,000.00	0.00
000-493621	Hal Baldwin Scholarship	22,100.00	28,525.00	24,350.00	28,525.00	-	(6,425.00)	129.07
TOTAL Miscellaneous		32,100.00	28,532.09	37,968.59	28,532.09	-	3,567.91	88.89%
TOTAL REVENUES		32,100.00	28,532.09	37,968.59	28,532.09	-	3,567.91	88.89%

SPECIAL EVENTS FUND
CASH IN BANK AND INVESTMENTS

AS OF: December 31, 2020

Cash in Bank	Current
Claim on Operating Cash Pool-Checking	$ 109,067.16
Cash in Investments	
Texas Class- Special Events	18,037.54
Total Cash in Bank & Investments	$ 127,104.70

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: December 31, 2020

110-PEG FUND	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
FINANCIAL SUMMARY							
REVENUE SUMMARY							
Franchises	90,000.00	20,977.62	21,937.84	20,977.62	-	69,022.38	23.31
Fund Transfers	95,500.00	-	-	-	-	95,500.00	0.00
TOTAL REVENUES	185,500.00	20,977.62	21,937.84	20,977.62	-	164,522.38	11.31%
EXPENDITURE SUMMARY							
GENERAL GOVERNMENT							
Non Departmental							
MISC & PROJECTS							
Projects							
Capital Outlay	185,500.00	-	-	-	-	185,500.00	0.00
TOTAL MISC & PROJECTS	185,500.00	-	-	-	-	185,500.00	0.00%
TOTAL EXPENDITURES	185,500.00	-	-	-	-	185,500.00	0.00%
REVENUE OVER(UNDER) EXPEND	0.00	20,977.62	21,937.84	20,977.62	-	(20,977.62)	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: December 31, 2020

110-PEG FUND		CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUES								
Franchises								
000-421350	Time Warner - PEG Fee	60,000.00	15,560.70	15,465.00	15,560.70	-	44,439.30	25.93
000-421465	AT&T PEG Fee	30,000.00	5,416.92	6,472.84	5,416.92	-	24,583.08	18.06
TOTAL Franchises		90,000.00	20,977.62	21,937.84	20,977.62	-	69,022.38	23.31%
Fund Transfers								
000-481000	Transfer In - Reserves	95,500.00	-	-	-	-	95,500.00	0.00
TOTAL Fund Transfers		95,500.00	-	-	-	-	95,500.00	0.00%
Miscellaneous								
TOTAL REVENUES		185,500.00	20,977.62	21,937.84	20,977.62	-	164,522.38	11.31%

PEG FUND
CASH IN BANK AND INVESTMENTS

AS OF: December 31, 2020

Cash in Bank	
Cash Balance	$ 888,685.65
Total Cash in Bank & Investments	$ 888,685.65

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: December 31, 2020

202-WATER & SEWER FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Franchises	238,750.00	15,778.09	10,126.02	15,778.09	-	222,971.91	6.61
Fees	24,803,500.00	5,994,906.21	6,374,521.13	5,994,906.21	-	18,808,593.79	24.17
Fund Transfers	146,400.00	36,600.00	36,600.00	36,600.00	-	109,800.00	25.00
Miscellaneous	315,718.00	50,305.95	96,387.17	50,305.95	-	265,412.05	15.93
TOTAL REVENUES	25,504,368.00	6,097,590.25	6,520,634.32	6,097,590.25	-	19,406,777.75	23.91%
EXPENDITURE SUMMARY							
NON DEPARTMENTAL							
Fund Charges/Transfers	0.00	14,520.69	-	14,520.69	-	(14,520.69)	-
TOTAL NON DEPARTMENTAL	0.00	14,520.69	-	14,520.69	-	(14,520.69)	0.00%
BUSINESS OFFICE							
Personnel Services	500,021.00	134,141.75	119,908.23	134,141.75	-	365,879.25	26.83
Supplies	5,100.00	431.65	204.40	431.65	179.06	4,489.29	11.97
City Support Services	5,000.00	-	-	-	-	5,000.00	-
Utility Services	9,200.00	2,255.29	1,352.64	2,255.29	143.74	6,800.97	26.08
Operations Support	120,500.00	21,746.24	16,276.94	21,746.24	6,957.78	91,795.98	23.82
Staff Support	6,400.00	337.95	803.19	337.95	803.20	5,258.85	17.83
Professional Services	253,000.00	48,013.56	46,432.57	48,013.56	-	204,986.44	18.98
Maintenance Services	5,040.00	1,680.00	840.00	1,680.00	4,200.00	(840.00)	116.67
Operating Equipment	600.00	-	-	-	-	600.00	-
TOTAL BUSINESS OFFICE	904,861.00	208,606.44	185,817.97	208,606.44	12,283.78	683,970.78	24.41%
W & S ADMINISTRATION							
Personnel Services	1,553,559.00	497,538.47	409,589.36	497,538.47	-	1,056,020.53	32.03
Supplies	187,500.00	1,675.11	22,634.95	1,675.11	7,707.91	178,116.98	5.00
City Support Services	166,535.00	66,053.46	59,149.19	66,053.46	-	100,481.54	39.66
Utility Services	3,575,800.00	848,996.96	816,541.57	848,996.96	350.37	2,726,452.67	23.75
Operations Support	11,300.00	1,397.40	2,043.26	1,397.40	186.00	9,716.60	14.01
Staff Support	39,500.00	7,156.01	13,484.26	7,156.01	1,608.47	30,735.52	22.19
City Assistance	500.00	-	76.00	-	40.00	460.00	8.00
Professional Services	444,015.00	20,268.79	34,443.74	20,268.79	39,027.84	384,718.37	13.35
Fund Charges/Transfers	6,470,624.00	1,953,535.19	2,072,902.36	1,953,535.19	-	4,517,088.81	30.19
Maintenance Services	9,166,090.00	1,431,501.81	1,512,066.48	1,431,501.81	476,306.72	7,258,281.47	20.81
Other Costs	40,000.00	-	36,605.45	-	-	40,000.00	-
Debt Service	2,106,932.00	-	-	-	710,087.50	1,396,844.50	33.70
Rental/Leasing	4,500.00	26,060.14	31,743.83	26,060.14	8,500.00	(30,060.14)	768.00
Operating Equipment	8,000.00	-	923.94	-	849.54	7,150.46	10.62
Capital Outlay	146,887.00	-	10,998.00	-	48,887.00	98,000.00	33.28

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: December 31, 2020

202-WATER & SEWER FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
TOTAL PUBLIC WORKS	23,921,742.00	4,854,183.34	5,023,202.39	4,854,183.34	1,293,551.35	17,774,007.31	25.70%
MISC & PROJECTS							
PROJECTS							
SEWER PROJECT							
TOTAL EXPENDITURES	24,826,603.00	5,305,452.83	5,223,100.36	5,305,452.83	1,873,203.13	17,647,947.04	28.92%
** REVENUE OVER(UNDER)EXPENSES **	677,765.00	792,137.42	1,297,533.96	792,137.42	(1,873,203.13)	1,758,830.71	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: December 31, 2020

202-WATER & SEWER		CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUES								
Franchises								
000-421490	Cell Tower Leasing	238,750.00	15,778.09	10,126.02	15,778.09	-	222,971.91	6.61
TOTAL Franchises		238,750.00	15,778.09	10,126.02	15,778.09	-	222,971.91	6.61%
Permits								
000-436010	Network Nodes	0.00		3,000.00	-	-	-	0.00%
TOTAL Permits		0.00	-	3,000.00	-	-	-	0.00%
Fees								
000-455200	Garbage Collection Fee	5,280,000.00	1,199,212.79	1,314,840.66	1,199,212.79	-	4,080,787.21	22.71
000-455600	Fire Line Fees	33,000.00	-	-	-	-	33,000.00	-
000-455700	Recycle Fee Revenue	336,000.00	72,123.22	81,958.35	72,123.22	-	263,876.78	21.47
000-455800	W&S Line Constructn Reimbur	20,000.00	6,658.00	5,799.02	6,658.00	-	13,342.00	33.29
000-457100	Sale of Water	11,100,000.00	2,777,159.58	2,899,393.48	2,777,159.58	-	8,322,840.42	25.02
000-457110	Edwards Water Lease	40,000.00	-	48,196.28	-	-	40,000.00	-
000-457120	Water Transfer Charge-Selma	30,000.00	13,881.72	4,645.63	13,881.72	-	16,118.28	46.27
000-457200	Sale of Meters	120,000.00	29,328.06	18,221.00	29,328.06	-	90,671.94	24.44
000-457400	Sewer Charges	7,592,000.00	1,896,117.84	1,935,500.12	1,896,117.84	-	5,695,882.16	24.98
000-457500	Water Penalties	250,000.00	100.00	64,866.59	100.00	-	249,900.00	0.04
000-459200	NSF Check Fee-Water&Sewer	2,500.00	325.00	1,100.00	325.00	-	2,175.00	13.00
TOTAL Fees		24,803,500.00	5,994,906.21	6,374,521.13	5,994,906.21	-	18,808,593.79	24.17%
Fund Transfers								
000-486204	Interfnd Chrg-Drainage Billing	146,400.00	36,600.00	36,600.00	36,600.00	-	109,800.00	25.00
TOTAL Fund Transfers		146,400.00	36,600.00	36,600.00	36,600.00	-	109,800.00	25.00%
Miscellaneous								
000-490000	Misc Charges	10,500.00	50.00	3,278.00	50.00	-	10,450.00	0.48
000-491000	Interest Earned	40,000.00	2,177.00	15,023.96	2,177.00	-	37,823.00	5.44
000-491200	Investment Income	120,000.00	3,143.63	46,221.60	3,143.63	-	116,856.37	2.62
000-497000	Misc Income-W&S	20,000.00	10,320.79	(531.26)	10,320.79	-	9,679.21	51.60
000-498110	Salary Reimb-SSLGC	125,218.00	34,614.53	32,393.87	34,614.53	-	90,603.47	27.64
TOTAL Miscellaneous		315,718.00	50,305.95	96,387.17	50,305.95	-	265,412.05	15.93%
TOTAL REVENUES		25,504,368.00	6,097,590.25	6,520,634.32	6,097,590.25	-	19,406,777.75	23.91%

WATER & SEWER
CASH IN BANK AND INVESTMENTS

AS OF: December 31, 2020

Cash in Bank		
Claim on Operating Cash Pool-Checking	$	553,504.41
Cash in Investments		
Lone Star Investment-Water&Sewer		6,730,117.31
Lone Star Investment-W&S Customer Deposits		317,268.88
Lone Star Investment-W&S Equip Replacement		190,756.98
Lone Star Investment-W&S Veh Replacement		275,565.77
Schertz Bank & Trust-Certificate of Deposit		1,139,981.45
	$	8,653,690.39
Total Cash in Bank & Investments	$	9,207,194.80

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: December 31, 2020

203-EMS FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Fees	6,621,567.20	1,586,686.67	1,589,765.52	1,586,686.67	-	5,034,880.53	23.96
Inter-Jurisdictional	3,028,357.31	1,445,671.54	853,071.75	1,445,671.54	-	1,582,685.77	47.74
Miscellaneous	135,500.00	27,276.30	43,196.33	27,276.30	-	108,223.70	20.13
TOTAL REVENUES	9,785,424.51	3,059,634.51	2,486,033.60	3,059,634.51	-	6,725,790.00	31.27%
EXPENDITURE SUMMARY							
PUBLIC SAFETY							
SCHERTZ EMS							
Personnel Services	4,628,222.00	1,314,098.70	1,191,406.14	1,314,098.70	-	3,314,123.30	28.39
Supplies	359,500.00	55,841.99	84,902.18	55,841.99	19,869.05	283,788.96	21.06
City Support Services	136,000.00	34,996.05	34,137.45	34,996.05	79.00	100,924.95	25.79
Utility Services	137,000.00	20,980.97	18,287.78	20,980.97	1,172.23	114,846.80	16.17
Operations Support	49,500.00	9,913.75	16,885.64	9,913.75	240.00	39,346.25	20.51
Staff Support	69,500.00	5,920.06	22,746.51	5,920.06	5,754.16	57,825.78	16.80
City Assistance	562,366.81	155,226.25	137,436.70	155,226.25	714.00	406,426.56	27.73
Professional Services	118,500.00	40,305.54	34,263.82	40,305.54	34,666.68	43,527.78	63.27
Fund Charges/Transfers	2,993,790.20	622,172.37	781,876.63	622,172.37	-	2,371,617.83	20.78
Maintenance Services	30,000.00	960.00	-	960.00	-	29,040.00	3.20
Rental/Leasing	67,000.00	-	-	-	-	67,000.00	-
Operating Equipment	72,000.00	2,223.87	2,185.86	2,223.87	10,397.91	59,378.22	17.53
Capital Outlay	778,612.00	261,612.00	-	261,612.00	418,770.91	98,229.09	87.38
TOTAL PUBLIC SAFETY	10,001,991.01	2,524,251.55	2,324,128.71	2,524,251.55	491,663.94	6,986,075.52	30.15%
TOTAL EXPENDITURES	10,001,991.01	2,524,251.55	2,324,128.71	2,524,251.55	491,663.94	6,986,075.52	30.15%
** REVENUE OVER(UNDER) EXPENSES **	(216,566.50)	535,382.96	161,904.89	535,382.96	(491,663.94)	(260,285.52)	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)
AS OF: December 31, 2020

203-EMS REVENUES		CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Fees								
000-456100	Ambulance/Mileage Transprt Fee	6,340,467.20	1,478,585.98	1,509,083.83	1,478,585.98	-	4,861,881.22	23.32
000-456110	Passport Membership Fees	28,000.00	19,640.00	17,775.00	19,640.00	-	8,360.00	70.14
000-456120	EMT Class - Fees	99,000.00	30,250.00	26,675.00	30,250.00	-	68,750.00	30.56
000-456122	CE Class - Fees	15,000.00	2,318.77	-	2,318.77	-	12,681.23	15.46
000-456130	Immunization Fees	3,000.00	1,336.40	1,820.00	1,336.40	-	1,663.60	44.55
000-456140	Billing Fees-External	26,000.00	5,551.22	5,590.79	5,551.22	-	20,448.78	21.35
000-456150	Standby Fees	25,000.00	29,320.20	14,870.00	29,320.20	-	(4,320.20)	117.28
000-456155	Community Services Support	50,000.00	10,344.10	4,338.00	10,344.10	-	39,655.90	20.69
000-456160	MIH Services	35,000.00	9,315.00	9,562.90	9,315.00	-	25,685.00	26.61
000-459200	NSF Check Fee	100.00	25.00	50.00	25.00	-	75.00	25.00
TOTAL Fees		6,621,567.20	1,586,686.67	1,589,765.52	1,586,686.67	-	5,034,880.53	23.96%
Inter-Jurisdictional								
000-473500	Seguin/Guadalupe Co Support	843,577.17	309,311.64	281,192.68	309,311.64	-	534,265.53	36.67
000-474300	Cibolo Support	473,115.24	236,557.62	109,903.12	236,557.62	-	236,557.62	50.00
000-475100	Comal Co ESD #6	141,411.38	33,554.48	31,775.76	33,554.48	-	107,856.90	23.73
000-475200	Live Oak Support	246,255.84	123,127.92	59,443.65	123,127.92	-	123,127.92	50.00
000-475300	Universal City Support	321,566.04	160,783.02	76,498.94	160,783.02	-	160,783.02	50.00
000-475400	Selma Support	171,441.00	85,720.50	40,250.34	85,720.50	-	85,720.50	50.00
000-475500	Schertz Support	667,048.68	333,524.34	150,645.69	333,524.34	-	333,524.34	50.00
000-475600	Santa Clara Support	11,455.20	5,727.60	2,784.31	5,727.60	-	5,727.60	50.00
000-475800	Marion Support	18,374.76	9,187.38	4,212.16	9,187.38	-	9,187.38	50.00
000-475910	TASPP Program	134,112.00	148,177.04	96,365.10	148,177.04	-	(14,065.04)	110.49
TOTAL Inter-Jurisdictional		3,028,357.31	1,445,671.54	853,071.75	1,445,671.54	-	1,582,685.77	47.74%
Fund Transfers			-					
Miscellaneous								
000-491000	Interest Earned	2,500.00	157.00	504.39	157.00	-	2,343.00	6.28
000-491200	Investment Income	5,000.00	389.20	3,455.47	389.20	-	4,610.80	7.78
000-493203	Donations-EMS	2,000.00	865.00	5,695.53	865.00	-	1,135.00	43.25
000-497000	Misc Income	60,000.00	2,248.00	14,390.74	2,248.00	-	57,752.00	3.75
000-497100	Recovery of Bad Debt	6,000.00	6,210.17	1,575.14	6,210.17	-	(210.17)	103.50
000-497110	Collection Agency-Bad Debt	60,000.00	17,406.93	17,575.06	17,406.93	-	42,593.07	29.01
TOTAL Miscellaneous		135,500.00	27,276.30	43,196.33	27,276.30	-	108,223.70	20.13%
TOTAL REVENUES		9,785,424.51	3,059,634.51	2,486,033.60	3,059,634.51	-	6,725,790.00	31.27%

CITY OF SCHERTZ
CASH IN BANK AND INVESTMENTS
AS OF: December 31, 2020

Cash in Bank		
Claim on Operating Cash Pool-Checking	$	246,226.03
Cash in Investments		
EMS-Logic		1,096,858.08
SR 2017 Ambulance-Logic		12.11
Total Cash in Bank & Investments	$	1,343,096.22

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: December 31, 2020

204-DRAINAGE FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Permits	4,000.00	800.00	780.00	800.00	-	3,200.00	20.00
Fees	1,230,000.00	269,888.10	303,172.74	269,888.10	-	960,111.90	21.94
Fund Transfers	195,793.00	-	-	-	-	195,793.00	-
Miscellaneous	33,000.00	361.11	3,595.31	361.11	-	32,638.89	1.09
TOTAL REVENUES	1,462,793.00	271,049.21	307,548.05	271,049.21	-	1,191,743.79	18.53%
EXPENDITURE SUMMARY							
PUBLIC WORKS							
DRAINAGE							
Personnel Services	403,147.00	116,190.36	79,028.06	116,190.36	-	286,956.64	28.82
Supplies	6,000.00	1,099.61	920.23	1,099.61	67.24	4,833.15	19.45
City Support Services	35,500.00	3,117.27	3,042.42	3,117.27	(752.82)	33,135.55	6.66
Utility Services	14,700.00	4,078.42	2,213.77	4,078.42	374.00	10,247.58	30.29
Operations Support	1,050.00	-	-	-	-	1,050.00	-
Staff Support	13,700.00	922.48	1,590.41	922.48	630.53	12,146.99	11.34
City Assistance	500.00	-	-	-	10.00	490.00	2.00
Professional Services	58,729.00	58.50	-	58.50	250.00	58,420.50	0.53
Fund Charges/Transfers	532,167.00	119,664.75	121,183.83	119,664.75	-	412,502.25	22.49
Maintenance Services	83,000.00	1,836.51	13,250.00	1,836.51	-	81,163.49	2.21
Other Costs	200.00	-	-	-	-	200.00	-
Debt Service	122,100.00	-	-	-	-	122,100.00	-
Rental/Leasing	500.00	-	-	-	-	500.00	-
Operating Equipment	2,500.00	-	-	-	-	2,500.00	-
Capital Outlay	224,120.00	-	-	-	214,002.58	10,117.42	95.49
TOTAL DRAINAGE	1,497,913.00	246,967.90	221,228.72	246,967.90	214,581.53	1,036,363.57	30.81%

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: December 31, 2020

204-DRAINAGE FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
PROJECTS							
Professional Services	0.00	-	-	-	9,397.30	(9,397.30)	-
Maintenance Services	0.00	71,596.75	-	71,596.75	314,796.73	(386,393.48)	-
TOTAL PROJECTS	0.00	71,596.75	-	71,596.75	324,194.03	(395,790.78)	0.00%
TOTAL EXPENDITURES	1,497,913.00	318,564.65	221,228.72	318,564.65	538,775.56	640,572.79	57.24%
** REVENUE OVER(UNDER) EXPEND	(35,120.00)	(47,515.44)	86,319.33	(47,515.44)	(538,775.56)	551,171.00	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: December 31, 2020

204-DRAINAGE		CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUES								
Permits								
000-432400	Floodplain Permit	4,000.00	800.00	780.00	800.00	-	3,200.00	20.00
TOTAL Permits		4,000.00	800.00	780.00	800.00	-	3,200.00	20.00%
Fees								
000-457500	Drainage Penalties	10,000.00	-	2,291.83	-	-	10,000.00	0.00
000-457600	Drainage Fee	1,220,000.00	269,888.10	300,880.91	269,888.10	-	950,111.90	22.12
TOTAL Fees		1,230,000.00	269,888.10	303,172.74	269,888.10	-	960,111.90	21.94%
Fund Transfers								
000-481000	Transfer In - Reserves	178,564.00	-	-	-	-	178,564.00	0.00
000-486100	Transfer In	17,229.00	-	-	-	-	17,229.00	0.00
TOTAL Funds Transfers		195,793.00	-	-	-	-	195,793.00	0.00%
Miscellaneous								
000-491000	Interest Earned	3,000.00	19.77	104.58	19.77	-	2,980.23	0.66
000-491200	Investment Income	30,000.00	341.34	3,719.31	341.34	-	29,658.66	1.14
TOTAL Miscellaneous		33,000.00	361.11	3,595.31	361.11	-	32,638.89	1.09%
TOTAL REVENUES		1,462,793.00	271,049.21	307,548.05	271,049.21	-	1,191,743.79	18.53%

DRAINAGE
CASH IN BANK AND INVESTMENTS

AS OF: December 31, 2020

Cash in Bank		
Claim on Operating Cash Pool-Checking	$	114,106.90
Cash in Investments		
Lone Star Investment-Drainage Maint Fund		685,825.80
Total Cash in Bank & Investments	$	799,932.70

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: December 31, 2020

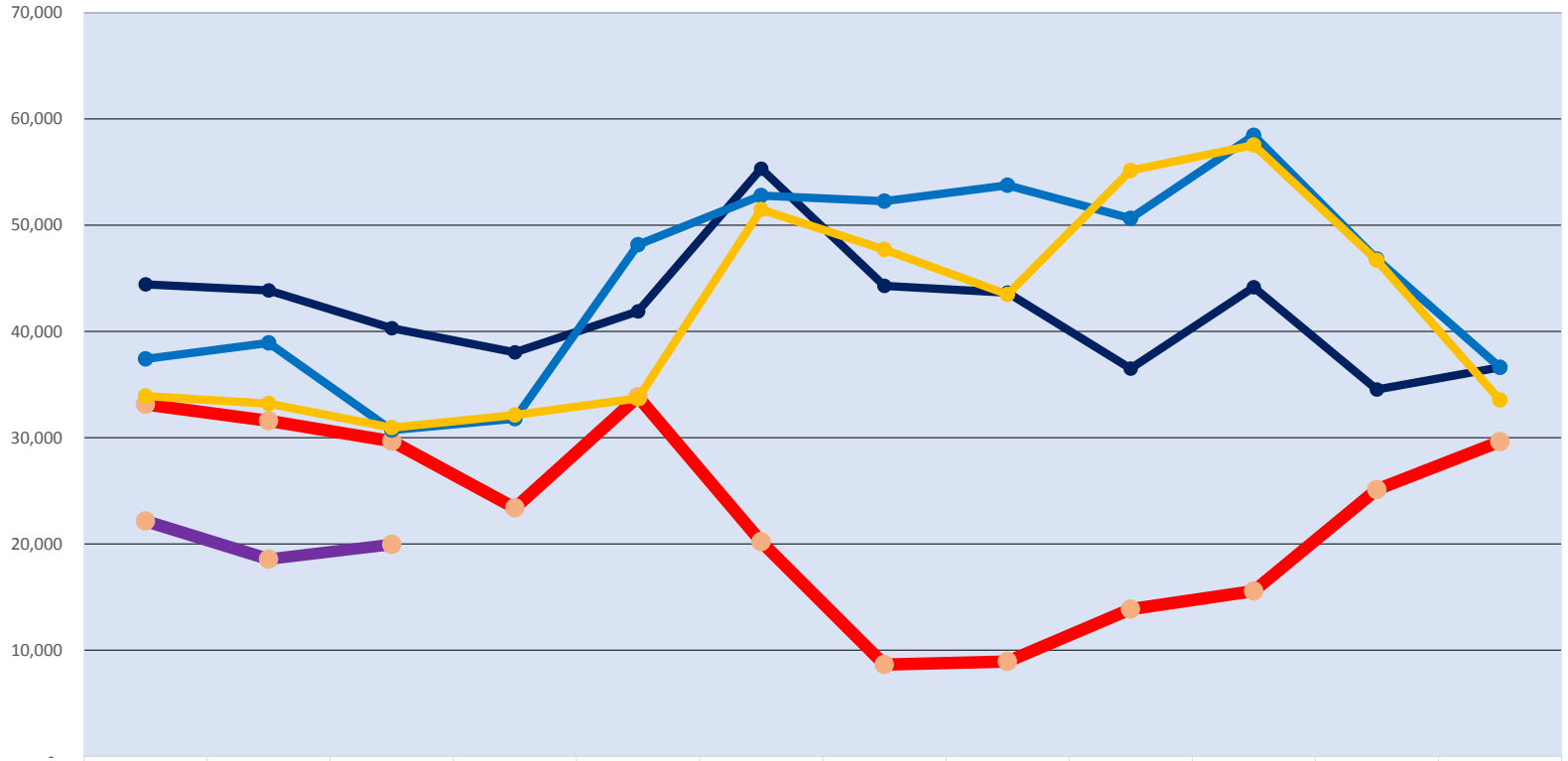
314-HOTEL TAX FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Taxes	520,000.00	65,244.04	121,507.74	65,244.04	-	454,755.96	12.55
Miscellaneous	20,750.00	820.37	10,886.67	820.37	-	19,929.63	3.95
TOTAL REVENUES	540,750.00	66,064.41	132,394.41	66,064.41	-	474,685.59	12.22%
EXPENDITURE SUMMARY							
NONDEPARTMENTAL							
City Support Services	112,466.00	24,583.02	26,146.52	24,583.02	-	87,882.98	21.86
Operations Support	46,000.00	4,186.00	3,681.00	4,186.00	-	41,814.00	9.10
Professional Services	3,000.00	-	499.50	-	-	3,000.00	-
Fund Charges/Transfers	72,464.00	18,607.03	18,607.03	18,607.03	-	53,856.97	25.68
Maintenance Services	20,000.00	55,623.60	-	55,623.60	86,256.40	(121,880.00)	709.40
TOTAL NONDEPARTMENTAL	253,930.00	102,999.65	48,934.05	102,999.65	86,256.40	64,673.95	74.53%
TOTAL EXPENDITURES	253,930.00	102,999.65	48,934.05	102,999.65	86,256.40	64,673.95	74.53%
REVENUE OVER(UNDER) EXPENDITURE	286,820.00	(36,935.24)	83,460.36	(36,935.24)	(86,256.40)	410,011.64	

HOTEL OCCUPANCY TAX FUND
CASH IN BANK AND INVESTMENTS

AS OF: December 31, 2020

Cash in Bank		
Claim on Operating Cash Pool-Checking	$	44,240.04
Cash in Investments		
Texas Class - Hotel Tax		2,003,763.21
Total Cash in Bank & Investments	$	2,048,003.25

HOTEL OCCUPANCY TAX



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
2020-21	22,147	18,567	19,948									
2019-20	33,124	31,590	29,661	23,382	33,841	20,209	8,643	8,934	13,859	15,559	25,115	29,624
2018-19	44,431	43,858	40,307	38,034	41,886	55,316	44,285	43,642	36,501	44,160	34,532	36,619
2017-18	37,415	38,911	30,706	31,786	48,161	52,784	52,258	53,747	50,639	58,448	46,800	36,619
2016-17	33,917	33,203	30,940	32,131	33,710	51,467	47,698	43,479	55,151	57,536	46,685	33,548

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: December 31, 2020

317-PARK FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Fees	70,000.00	-	-	-	-	70,000.00	-
Fund Transfers	51,500.00	-	-	-	-	51,500.00	-
Miscellaneous	3,500.00	114.67	1,415.45	114.67	-	3,385.33	3.28
TOTAL REVENUES	125,000.00	114.67	1,415.45	114.67	-	124,885.33	0.09%
EXPENDITURE SUMMARY							
NON DEPARTMENTAL							
PARKLAND DEDICATION							
Professional Services	25,000.00	-	-	-	3,481.49	21,518.51	13.93
Capital Outlay	100,000.00	-	-	-	-	100,000.00	-
TOTAL PARKLAND DEDICATION	125,000.00	-	-	-	3,481.49	121,518.51	2.79%
TOTAL EXPENDITURES	125,000.00	-	-	-	3,481.49	121,518.51	2.79%
REVENUE OVER(UNDER) EXPEND	0.00	114.67	1,415.45	114.67	(3,481.49)	3,366.82	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: December 31, 2020

317-PARK REVENUES		CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Fees								
000-458800	Parkland Dedication	70,000.00	-	-	-	-	70,000.00	-
TOTAL Fees		70,000.00	-	-	-	-	70,000.00	0.00%
Fund Transfers								
000-48100	Transfer In- Reserves	51,500.00	-	-	-	-	51,500.00	0.00
TOTAL Fund Transfers		51,500.00	-	-	-	-	51,500.00	0.00%
Miscellaneous								
000-491000	Interest Earned	500.00	3.16	205.74	3.16	-	496.84	0.63
000-491200	Investment Income	3,000.00	111.51	1,208.71	111.51	-	2,888.49	3.72
TOTAL Miscellaneous		3,500.00	114.67	1,414.45	114.67	-	3,385.33	3.28%
TOTAL REVENUES		125,000.00	114.67	1,414.45	114.67	-	124,885.33	0.09%

PARK FUND
CASH IN BANK AND INVESTMENTS

AS OF: December 31, 2020

Cash in Bank	Current
Claim on Operating Cash Pool-Checking	6,363.80
Cash in Investments	
Texas Class- Park Fund	285,986.32
Total in Investment Pool	285,986.32
Total Cash in Bank & Investments	292,350.12

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: December 31, 2020

319-TREE MITIGATION FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Fees	70,000.00	218,960.00	53,884.70	218,960.00	-	(148,960.00)	312.80
Miscellaneous	4,500.00	237.54	2,819.07	237.54	-	4,262.46	5.28
TOTAL REVENUES	74,500.00	219,197.54	56,703.77	219,197.54	-	(144,697.54)	294.22%
EXPENDITURE SUMMARY							
TREE MITIGATION							
Maintenance Services	70,000.00	2,925.00	7,900.00	2,925.00	2,700.00	64,375.00	8.04
TOTAL TREE MITIGATION	70,000.00	2,925.00	7,900.00	2,925.00	2,700.00	64,375.00	8.04%
TOTAL EXPENDITURES	70,000.00	2,925.00	7,900.00	2,925.00	2,700.00	64,375.00	8.04%
REVENUE OVER(UNDER) EXPEND	4,500.00	216,272.54	48,803.77	216,272.54	(2,700.00)	(209,072.54)	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: December 31, 2020

319-TREE MITIGATION REVENUES		CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Fees								
000-458900	Tree Mitigation	70,000.00	218,960.00	53,884.70	218,960.00	-	(148,960.00)	312.80
TOTAL Fees		70,000.00	218,960.00	53,884.70	218,960.00	-	(148,960.00)	312.80%
Fund Transfers								
Miscellaneous								
000-491000	Interest Earned	500.00	7.19	260.51	7.19	-	492.81	1.44
000-491200	Investment Income	4,000.00	230.35	2,058.56	230.35	-	3,769.65	5.76
TOTAL Miscellaneous		4,500.00	237.54	2,819.07	237.54	-	4,262.46	5.28%
TOTAL REVENUES		74,500.00	219,197.54	56,703.77	219,197.54	-	(144,697.54)	294.22%

TREE MITIGATION FUND
CASH IN BANK AND INVESTMENTS
AS OF: December 31, 2020

Cash in Bank	
Claim on Operating Cash Pool-Checking	$16,546.76
Cash in Investments	
MBIA Investment-Tree Mitigation	662,953.40
Total Cash in Bank & Investments	$679,500.16

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: December 31, 2020

411-CAPITAL RECOVERY WATER FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Fees	1,100,000.00	324,207.00	176,889.00	324,207.00	-	775,793.00	29.47
Miscellaneous	72,000.00	3,504.90	31,940.13	3,504.90	-	68,495.10	4.87
TOTAL REVENUES	1,172,000.00	327,711.90	208,829.13	327,711.90	-	844,288.10	27.96%
EXPENDITURE SUMMARY							
GENERAL GOVERNMENT							
NONDEPARTMENTAL							
Professional Services	206,000.00	-	-	-	127,216.28	78,783.72	61.76
TOTAL NON DEPARTMENTAL	206,000.00	-	-	-	127,216.28	78,783.72	61.76%
MISC & PROJECTS							
PROJECTS							
TOTAL EXPENDITURES	206,000.00	-	-	-	127,216.28	78,783.72	61.76%
REVENUE OVER(UNDER) EXPENDITURES	966,000.00	327,711.90	208,829.13	327,711.90	(127,216.28)	765,504.38	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: December 31, 2020

411-CAPITAL RECOVERY WATER		CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUES								
Fees								
000-455900	Cap Rcvry-Water	1,100,000.00	324,207.00	176,889.00	324,207.00	-	775,793.00	29.47
TOTAL Fees		1,100,000.00	324,207.00	176,889.00	324,207.00	-	775,793.00	29.47%
Fund Transfers								
Miscellaneous			-					
000-491000	Interest Earned	2,000.00	64.50	1,257.26	64.50	-	1,935.50	3.23
000-491200	Investment Income	70,000.00	3,440.40	30,682.87	3,440.40	-	66,559.60	4.91
TOTAL Miscellaneous		72,000.00	3,504.90	31,940.13	3,504.90	-	68,495.10	4.87%
TOTAL REVENUES		1,172,000.00	327,711.90	208,829.13	327,711.90	-	844,288.10	27.96%

CAPITAL RECOVERY WATER
CASH IN BANK AND INVESTMENTS
AS OF: December 31, 2020

Cash in Bank		
Claim on Operating Cash Pool-Checking	$	215,979.62
Cash in Investments		
Lone Star Investment-Capital Recovery Water		7,837,497.14
Total Cash in Bank & Investments	$	8,053,476.76

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: December 31, 2020

421-CAPITAL RECOVERY SEWER FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Fees	600,000.00	174,222.60	118,731.48	174,222.60	-	425,777.40	29.04
Miscellaneous	72,000.00	3,110.78	34,301.79	3,110.78	-	68,889.22	4.32
TOTAL REVENUES	672,000.00	177,333.38	153,033.27	177,333.38	-	494,666.62	26.39%
EXPENDITURE SUMMARY							
GENERAL GOVERNMENT							
NONDEPARTMENTAL							
Professional Services	208,000.00	1,138.38	1,126.66	1,138.38	156,477.85	50,383.77	75.78
TOTAL NON DEPARTMENTAL	208,000.00	1,138.38	1,126.66	1,138.38	156,477.85	50,383.77	75.78%
MISC & PROJECTS							
TOTAL EXPENDITURES	208,000.00	1,138.38	1,126.66	1,138.38	156,477.85	50,383.77	75.78%
REVENUE OVER(UNDER) EXPENDITURES	464,000.00	176,195.00	151,906.61	176,195.00	(156,477.85)	444,282.85	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: December 31, 2020

421-CAPITAL RECOVERY SEWER		CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUES								
Fees								
000-455910	Cap Rcvry-Waste Water	600,000	174,222.60	118,731.48	174,222.60	-	425,777.40	29.04
TOTAL Fees		600,000.00	174,222.60	118,731.48	174,222.60	-	425,777.40	29.04%
Fund Transfers								
Miscellaneous								
000-491000	Interest Earned	2,000.00	50.08	695.34	50.08	-	1,949.92	2.50
000-491200	Investment Income	70,000.00	9,429.91	33,202.63	9,429.91	-	60,570.09	13.47
000-491900	Unrealize Gain/Loss-Captl One	0.00	(6,369.21)	403.82	(6,369.21)	-	6,369.21	-
TOTAL Miscellaneous		72,000.00	3,110.78	34,301.79	3,110.78	-	68,889.22	4.32%
TOTAL REVENUES		672,000.00	177,333.38	153,033.27	177,333.38	-	494,666.62	26.39%

CAPITAL RECOVERY SEWER
CASH IN BANK AND INVESTMENTS
AS OF: December 31, 2020

Cash in Bank		
Claim on Operating Cash Pool-Checking	$	158,704.17
Cash in Investments		
Lone Star Investment-Capital Recovery Sewer		5,532,263.84
Capital One-Investment		1,831,061.05
Total Cash in Bank & Investments	$	7,522,029.06

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: December 31, 2020

505-TAX I&S FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Taxes	6,980,821.00	3,783,422.72	3,660,187.95	3,783,422.72	-	3,197,398.28	54.20
Miscellaneous	115,000.00	25,393.68	5,838.25	25,393.68	-	89,606.32	22.08
TOTAL REVENUES	7,095,821.00	3,808,816.40	3,666,026.20	3,808,816.40	-	3,287,004.60	53.68%
EXPENDITURE SUMMARY							
GENERAL GOVERNMENT							
NONDEPARTMENTAL							
Professional Services	50,000.00	174,999.52	200.00	174,999.52	-	(124,999.52)	350.00
Debt Service	7,044,861.00	-	-	-	962,353.13	6,082,507.87	13.66
TOTAL GENERAL GOVERNMENT	7,094,861.00	174,999.52	200.00	174,999.52	962,353.13	5,957,508.35	16.03%
TOTAL EXPENDITURES	7,094,861.00	174,999.52	200.00	174,999.52	962,353.13	5,957,508.35	16.03%
** REVENUE OVER(UNDER) EXPEND	960.00	3,633,816.88	3,665,826.20	3,633,816.88	(962,353.13)	(2,670,503.75)	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: December 31, 2020

505-TAX I & S REVENUES		CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Taxes								
000-411900	Property Tax Revenue	6,980,821.00	3,783,422.72	3,660,187.95	3,783,422.72	-	3,197,398.28	54.20
TOTAL Taxes		6,980,821.00	3,783,422.72	3,660,187.95	3,783,422.72	-	3,197,398.28	54.20%
Fund Transfers								
Miscellaneous								
000-491000	Interest Earned	0.00	50.97	425.29	50.97	-	(50.97)	-
000-491200	Investment Income	15,000.00	342.71	5,412.96	342.71	-	14,657.29	2.28
000-495020	Contribution From YMCA	100,000.00	25,000.00	-	25,000.00	-	75,000.00	25.00
TOTAL Miscellaneous		115,000.00	25,393.68	5,838.25	25,393.68	-	89,606.32	22.08%
TOTAL REVENUES		7,095,821.00	3,808,816.40	3,666,026.20	3,808,816.40	-	3,287,004.60	53.68%

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: December 31, 2020

505-TAX I & S

GENERAL GOVERNMENT NON DEPARTMENTAL		CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Professional Services								
101-541500	Paying Agent	5,000.00	200.00	200.00	200.00	-	4,800.00	4.00
101-541502	Cost of Bond Issuance	45,000.00	174,799.52	-	174,799.52	-	(129,799.52)	388.44
TOTAL Professional Services		50,000.00	174,999.52	200.00	174,999.52	-	(124,999.52)	350.00%
Debt Service								
101-555628	Bond-CO 2007-Principal	325,000.00	-	-	-	-	325,000.00	0
101-555628.1	Bond-CO 2007-Interest	98,800.00	-	-	-	-	98,800.00	0
101-555633	Bond-GO SR2011 Principal	270,000.00	-	-	-	-	270,000.00	0
101-555633.1	Bond-GO SR2011 Interest	296,938.00	-	-	-	-	296,938.00	0
101-555634	Bond-GO 2011A Refund-Principal	485,000.00	-	-	-	-	485,000.00	0
101-555634.1	Bond-GO 2011A Refund-Interest	52,367.00	-	-	-	-	52,367.00	0
101-555635	Bond-GO 2012 - Principal	365,000.00	-	-	-	-	365,000.00	0
101-555635.1	Bond-GO 2012 - Interest	138,370.00	-	-	-	-	138,370.00	0
101-555638	Bond-GO 2014 Refund-Principal	100,000.00	-	-	-	-	100,000.00	0
101-555638.1	Bond-GO 2014 Refund-Interest	280,775.00	-	-	-	-	280,775.00	0
101-555639	Tax Note - SR2015 - Principal	40,000.00	-	-	-	-	40,000.00	0
101-555639.1	Tax Note - SR2015 - Interest	700.00	-	-	-	-	700.00	0
101-555640	Bond-Ref 2015 Bond-Principal	690,000.00	-	-	-	-	690,000.00	0
101-555640.1	Bond-GO Ref 2015-Interest	47,400.00	-	-	-	-	47,400.00	0
101-555641	Tax Note - SR2015A-Principal	150,000.00	-	-	-	-	150,000.00	0
101-555641.1	Tax Note - SR2015A - Interest	4,697.00	-	-	-	-	4,697.00	0
101-555642	Bond-GO SR2016-Principal	235,000.00	-	-	-	-	235,000.00	0
101-555642.1	Bond-GO SR2016-Interest	141,207.00	-	-	-	-	141,207.00	0
101-555643	Bond-TaxableB CO SR2016-Princi	60,000.00	-	-	-	-	60,000.00	0
101-555643.1	Bond-Taxable CO SR2016-Interes	42,063.00	-	-	-	-	42,063.00	0
101-555644	Bond-NonTaxA CO SR2016-Princip	190,000.00	-	-	-	-	190,000.00	0
101-555644.1	Bond-NonTax CO SR2016-Interest	48,169.00	-	-	-	-	48,169.00	0
101-555645	Bond-CO SR2017-Principal	405,000.00	-	-	-	-	405,000.00	0
101-555645.1	Bond-CO SR2017 - Interest	126,800.00	-	-	-	-	126,800.00	0
101-555646	Bond-GO SR2017 - Principal	160,000.00	-	-	-	-	160,000.00	0
101-555646.1	Bond-GO SR2017 - Interest	104,925.00	-	-	-	-	104,925.00	0
101-555647	Bond-GO 2018 Refund- Principal	570,000.00	-	-	-	-	570,000.00	0
101-555647.1	Bond-GO 2018 Refund - Interest	98,368.00	-	-	-	-	98,368.00	0
101-555648	Bond-CO SR2018 - Principal	235,000.00	-	-	-	235,000.00	-	100
101-555648.1	Bond-CO 2018 - Interest	175,888.00	-	-	-	90,881.25	85,006.75	51.67
101-555649	Bond-GO 2018 Ref - Principal	530,000.00	-	-	-	530,000.00	-	100
101-555649.1	Bond-GO 2018 Ref - Interest	199,694.00	-	-	-	106,471.88	93,222.12	53.32
101-555650	Bond-CO 2019-Principal	255,000.00	-	-	-	-	255,000.00	0
101-555650.1	Bond-CO 2019-Interest	122,700.00	-	-	-	-	122,700.00	0
TOTAL Debt Service		7,044,861.00	-	-	-	962,353.13	6,082,507.87	13.66%

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: December 31, 2020

505-TAX I & S

GENERAL GOVERNMENT NON DEPARTMENTAL	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Other Financing Sources							
TOTAL EXPENDITURES	7,094,861.00	174,999.52	200.00	174,999.52	962,353.13	5,957,508.35	16.03%

TAX I&S
CASH IN BANK AND INVESTMENTS
AS OF: December 31, 2020

Cash in Bank		
Claim on Operating Cash Pool-Checking	$	547,973.00
MBIA Investment- Tax I&S		3,871,762.27
Total Cash in Bank & Investments	$	4,419,735.27

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: December 31, 2020

620-SED CORPORATION FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT QUARTER	PEIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Taxes	4,507,371.00	1,247,867.48	1,153,165.33	1,247,867.48	-	3,259,503.52	27.69
Fund Transfers	3,496,428.00	-	-	-	-	3,496,428.00	-
Miscellaneous	141,000.00	13,587.60	106,914.77	13,587.60	-	127,412.40	9.64
TOTAL REVENUES	8,144,799.00	1,261,455.08	1,260,080.10	1,261,455.08	-	6,883,343.92	15.49%
EXPENDITURE SUMMARY							
NONDEPARTMENTAL							
City Assistance	3,119,275.00	200,000.00	-	200,000.00	-	2,919,275.00	6.41
Fund Charges/Transfers	4,050,000.00	-	-	-	-	4,050,000.00	-
TOTAL NONDEPARTMENTAL	7,169,275.00	200,000.00	-	200,000.00	-	6,969,275.00	2.79%
MISC & PROJECTS							
PROJECTS							
ECONOMIC DEVELOPMENT							
Supplies	500.00	96.91	138.44	96.91	-	403.09	19.38
City Support Services	21,150.00	1,810.07	2,520.32	1,810.07	-	19,339.93	8.56
Utility Services	3,695.00	159.58	186.44	159.58	165.54	3,369.88	8.80
Operations Support	148,610.00	7,280.43	11,935.06	7,280.43	1,450.46	139,879.11	5.88
Staff Support	28,100.00	895.20	995.45	895.20	401.52	26,803.28	4.61
City Assistance	202,500.00	-	201.33	-	-	202,500.00	-
Professional Services	61,300.00	5,623.50	-	5,623.50	1,267.50	54,409.00	11.24
Fund Charges/Transfers	504,669.00	230,818.00	230,818.00	230,818.00	-	273,851.00	45.74
Operating Equipment	5,000.00	-	552.90	-	2,000.00	3,000.00	40.00
TOTAL ECONO DEVELOPMENT	975,524.00	246,683.69	247,347.94	246,683.69	5,285.02	723,555.29	25.83%
FM3009 ROAD&BRIDGE EXPANSION							
TOTAL EXPENDITURES	8,144,799.00	446,683.69	247,347.94	446,683.69	5,285.02	7,692,830.29	5.55%
** REVENUE OVER(UNDER) EXPEND	0.00	814,771.39	1,012,732.16	814,771.39	(5,285.02)	(809,486.37)	

SED CORPORATION
CASH IN BANK AND INVESTMENTS
AS OF: December 31, 2020

Cash in Bank		
Claim on Operating Cash Pool-Checking	$	92,743.45
Cash in Investments		
Texas Class Investment-Economic Development Corp		18,699,019.88
Schertz Bank & Trust-Certificate of Deposit		1,058,841.90
Schertz Bank & Trust-Certificate of Deposit		1,116,943.91
Total Cash in Bank & Investments	$	20,967,549.14

Agenda No. 12.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**March 23, 2021**
Department:	**Fire Department**
Subject:	**COVID-19 UPDATE - Bi-Weekly COVID-19 Update.(C. Kelm/ K.Long/S.Hall)**

BACKGROUND

Emergency Management Coordinator Summer Hall has provided the COVID-19 Update as requested by City Council.

Attachments

COVID-19

COVID-19 Update

Summer Hall

Emergency Management Coordinator

March 19, 2021

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

Vaccination Update

Vaccination Clinic March 18th & 19th

- Thursday, March 18th: Pfizer 2nd Dose – 1170 doses
- Friday, March 19th: Pfizer 1st Dose – 1170 doses

Vaccination Clinic Week of March 22nd.

- Wednesday, March 24th: Pfizer 2nd Dose – 1753 doses
- Thursday, March 25th: Pfizer 2nd Dose – 1758 doses
- The City allocated additional 1st doses which will be distributed at a clinic on Friday, March 26th.

Vaccination Update

Guadalupe County Vaccine Data

- Allocated – 43,915 doses
- Administered – 39,862 doses
- People vaccinated with at least one dose – 26,653
- People fully vaccinated – 15,712

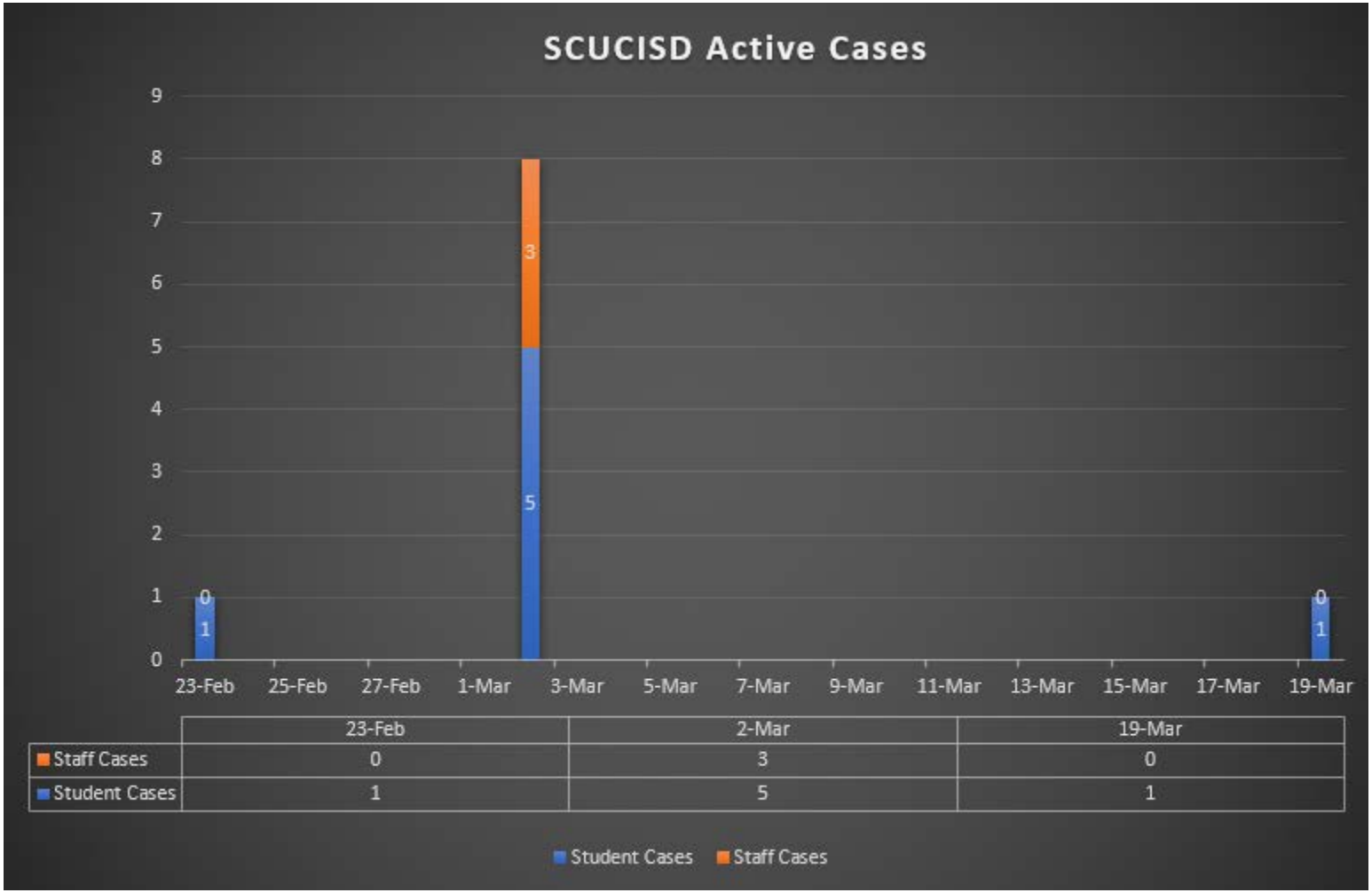
Note: As of 3/19, this data is reflective through the Week 9 allocations. An update will be available on Tuesday, March 23rd which will include Week 10 allocations. Vaccines distributed the week of March 22nd are part of Week 14 allocations.

Current Numbers

Guadalupe Co.	Comal Co.	Bexar Co.
Confirmed Cases: 10,338	Confirmed Cases: 5,000	Confirmed Cases: 170,724
Probable Cases: 3,372	Probable Cases: 4,474	Probable Cases: 30,472
Fatalities: 199	Fatalities: 279	Fatalities: 3,173
Active Cases: 103	**Active Cases: 246**	**Active Cases: 4,627**
Recovered Cases: 13,387	Recovered Cases: 8,946	Recovered Cases: 193,396

Data obtained from DSHS Dashboard 3/19/2021

SCUCISD Active Case Count

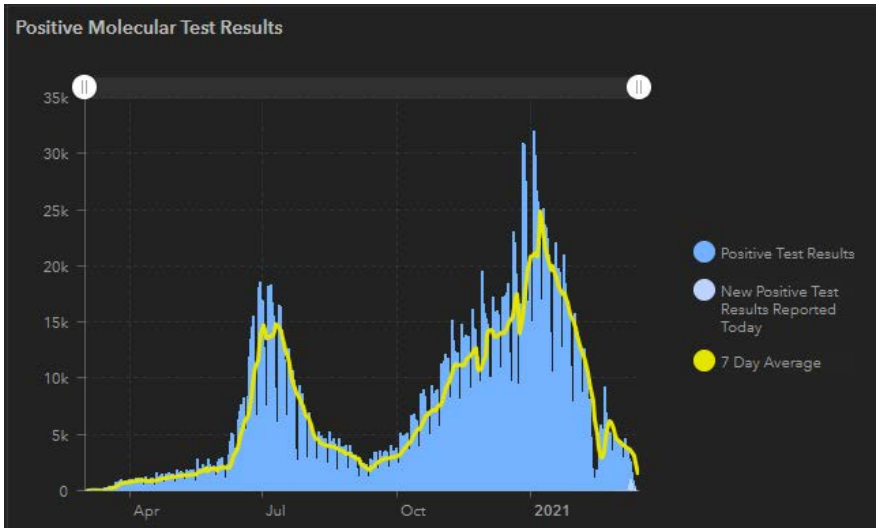


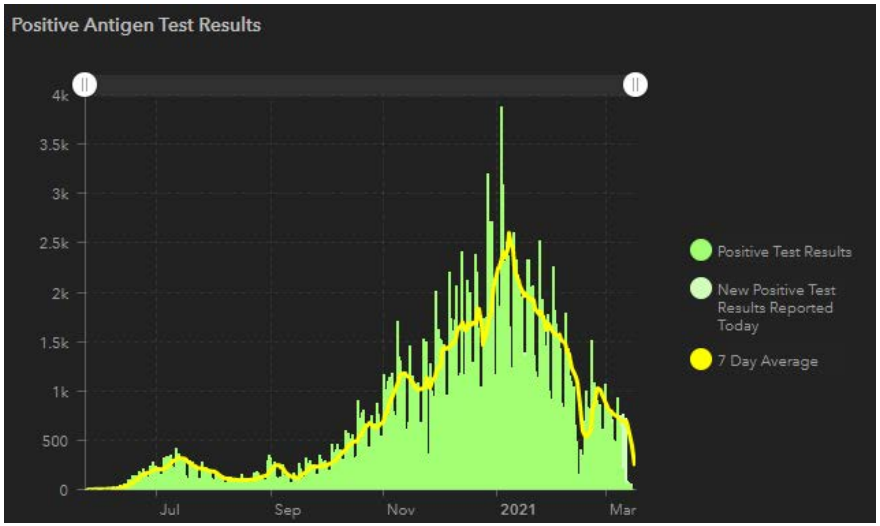
SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

Testing Positivity Rates

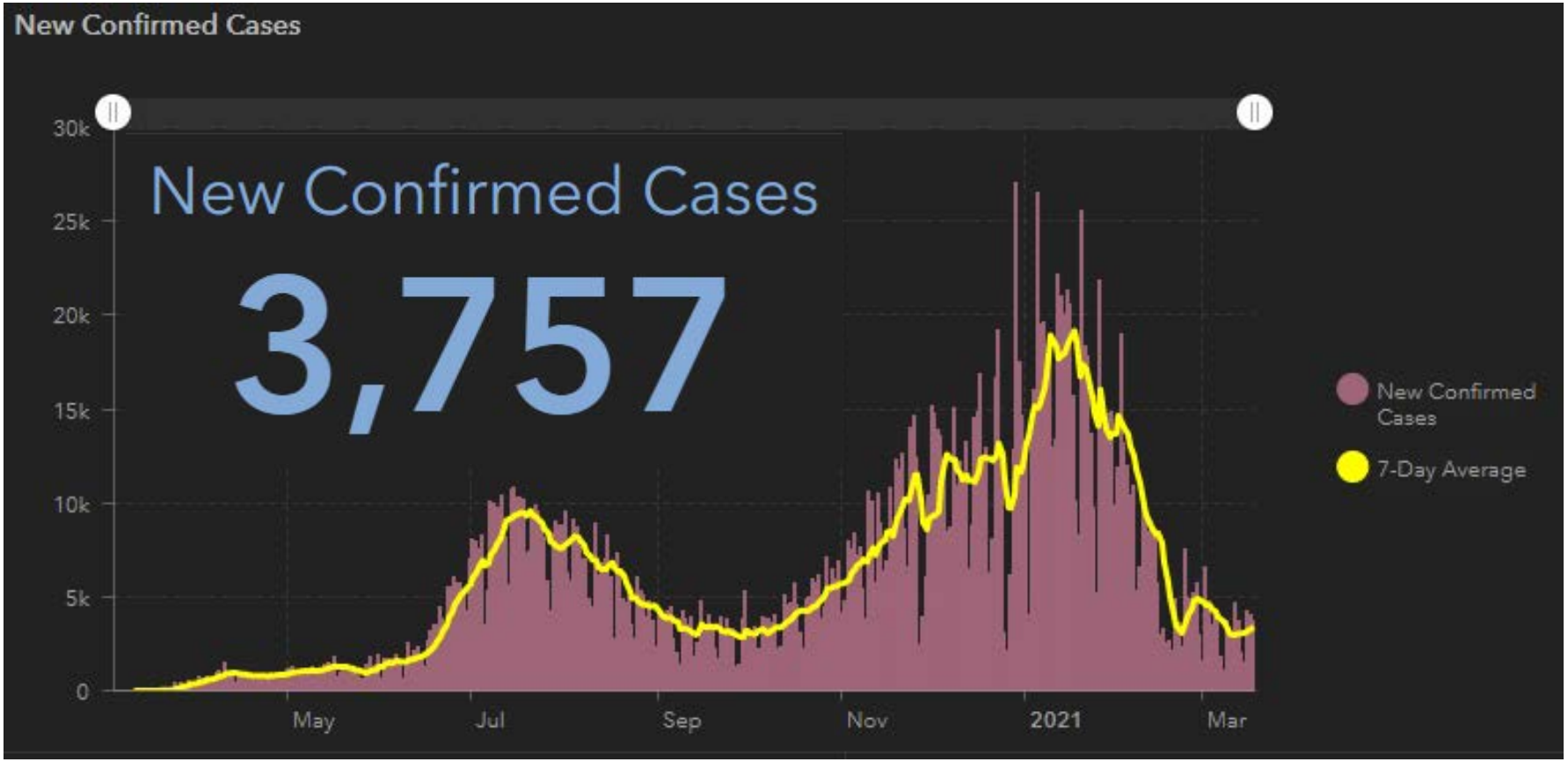
State of Texas

6.47% - Molecular
3.4% - Antigen

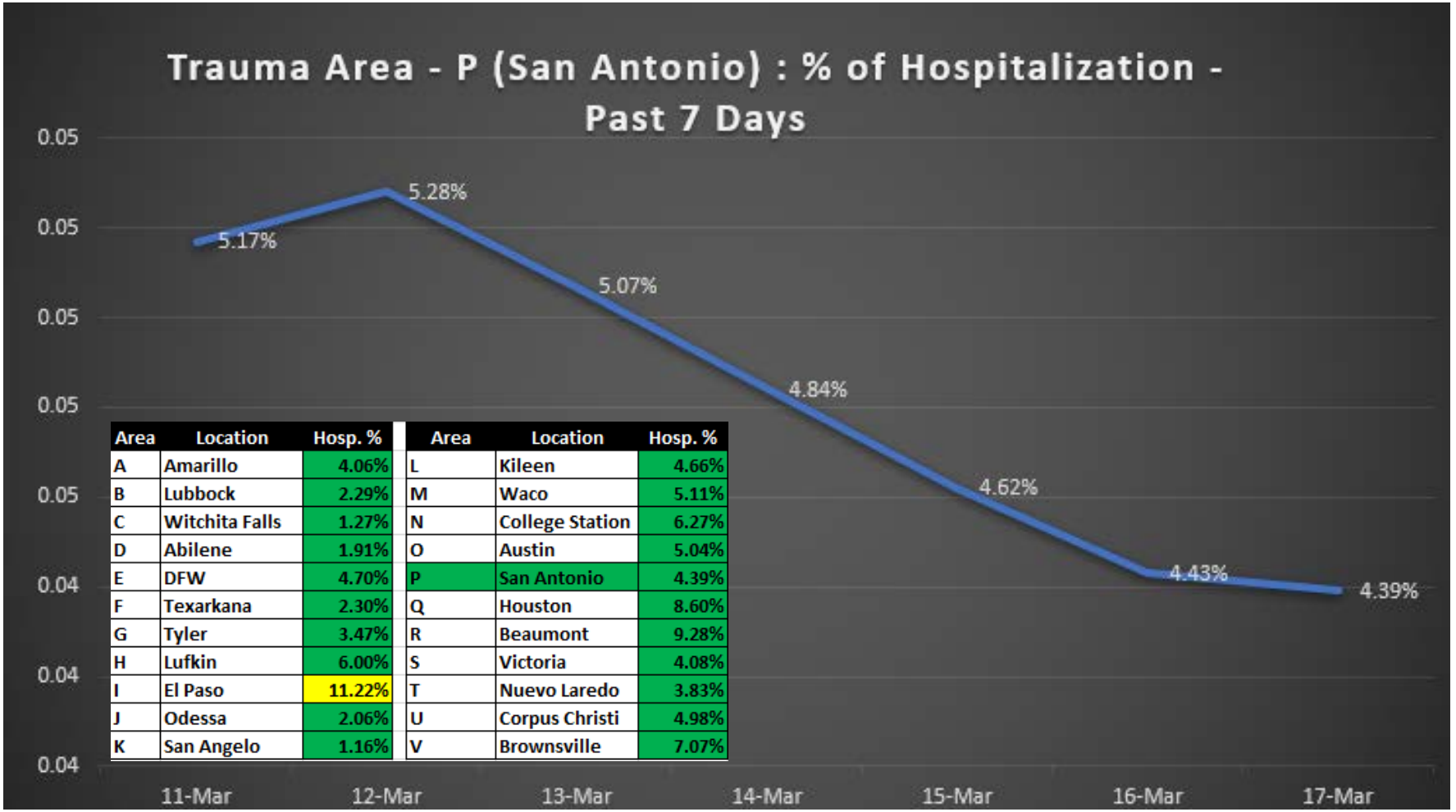




Daily New Cases - State



Hospitalization Rates



Area	Location	Hosp. %
A	Amarillo	4.06%
B	Lubbock	2.29%
C	Witchita Falls	1.27%
D	Abilene	1.91%
E	DFW	4.70%
F	Texarkana	2.30%
G	Tyler	3.47%
H	Lufkin	6.00%
I	El Paso	11.22%
J	Odessa	2.06%
K	San Angelo	1.16%

Area	Location	Hosp. %
L	Kileen	4.66%
M	Waco	5.11%
N	College Station	6.27%
O	Austin	5.04%
P	San Antonio	4.39%
Q	Houston	8.60%
R	Beaumont	9.28%
S	Victoria	4.08%
T	Nuevo Laredo	3.83%
U	Corpus Christi	4.98%
V	Brownsville	7.07%

Hospitalizations – Bexar County

DATE	Patients	Patients in ICU	Patients on Ventilation
2/9/2021	884	341	198
2/23/2021	569	208	126
3/2/2021	447	195	111
3/18/2021	202	79	41