

AGENDA
NOTICE OF MEETING OF THE CITY COUNCIL OF
SHAVANO PARK, TEXAS

This notice is posted pursuant to the Texas Open Meetings Act. Notice hereby given that the City Council of the CoSP, Texas will conduct a Regular Meeting on Monday, February 26, 2018 meeting scheduled at 6:30 p.m. at 900 Saddletree Court, Shavano Park City Council Chambers for the purpose of considering the following agenda:

1. CALL MEETING TO ORDER

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. CITIZENS TO BE HEARD

The City Council welcomes “Citizens to be Heard.” If you wish to speak, you must follow these guidelines. **As a courtesy to your fellow citizens and out of respect to our fellow citizens, we request that if you wish to speak that you follow these guidelines.**

- Pursuant to Resolution No. 04-11 citizens are given three minutes (3:00) to speak during “Citizens to be Heard.”
- Only citizens may speak.
- Each citizen may only speak once, and no citizen may pass his/her time allotment to another person.
- Direct your comments to the entire Council, not to an individual member.
- Show the Council members the same respect and courtesy that you expect to be shown to you.

The Mayor will rule any disruptive behavior, including shouting or derogatory statements or comments, out of order. Continuation of this type of behavior could result in a request by the Mayor that the individual leave the meeting, and if refused, an order of removal. In compliance with the Texas Open Meetings Act, no member of City Council may deliberate on citizen comments. (Attorney General Opinion – JC 0169)

4. CITY COUNCIL COMMENTS

Pursuant to TEX. GOV’T CODE §551.0415(b), the Mayor and each City Council member may announce city events/community interests and request that items be placed on future City Council agendas. “Items of Community Interest” include:

- expressions of thanks, congratulations, or condolences;
- information regarding holiday schedules;
- an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in status of a person’s public office or public employment is not honorary or salutary recognition for purposes of this subdivision;
- a reminder about an upcoming event organized or sponsored by the governing body;
- information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled

- to be attended by a member of the governing body or an official or employee of the municipality or county; and
- announcements involving an imminent threat to the public health and safety of people in the municipality or county that has arisen after posting of the agenda.

5. PRESENTATIONS, COMMENDATIONS AND ANNOUNCEMENTS

6. REGULAR AGENDA ITEMS

- 6.1. Discussion / possible action - authorizing the City Manager to extend an offer of employment to Brenda Morey for the position of Finance Director. Possible Executive Session pursuant to Texas Government Code 551.074, Personnel Matters - City Manager**
- 6.2. Re-approval - Final Plat establishing Shavano Park, Unit 19C Phase IV (Huntington), a 32.86 acre tract of land out of that 289.5 acre tract described in deed to Rogers Shavano Park Unit 18/19, LTD - City Manager**
- 6.3. Re-approval - Final Plat establishing Pond Hill East Commercial Subdivision, a 5.48 acre tract of land out of an 86.94 acre tract of land as conveyed to Rogers Shavano Park Unit 18/19, LTD - City Manager**
- 6.4. Presentation / discussion - Semiannual presentation by Bitterblue, Inc. / Denton Communities regarding residential and commercial development in Shavano Park and surrounding areas and discussion concerning the same - Denton Communities**
- 6.5. Presentation / discussion - Upgrades to the City Hall Chamber audio and video capabilities - Asst to City Manager**
- 6.6. Discussion / action - Approval of Electronic Marquee Sign selecting bid - Asst to City Manager**
- 6.7. Discussion / action – Approval of additional funding for Household Hazardous Waste collection - City Manager**
- 6.8. Discussion / action - Transfer portions of Fund Balance to Capital Replacement / Improvement Fund - City Manager**
- 6.9. Discussion / action - Approval of Ordinance O-2018-001 amending the FY 2017-18 Budget resourcing drainage projects, transfer to Capital, purchase of a metal detector; Fiesta Medals; ADA Assisted Listening Device; repair of NW Military Rock Wall, Household Hazardous Waste collection, and increasing building maintenance (first reading) - City Manager**

- 6.10. Discussion / action – Approve of Ordinance O-2018-002 creating Chapter 32, Article V of the City of Shavano Park Code of Ordinances regulating the physical use, occupancy and maintenance of city rights-of-way by small cell wireless network providers (first reading) - City Manager**
- 6.11. Discussion / action – Approve Ordinance O-2018-003 amending Appendix A – City of Shavano Park Fee schedule to establish small cell network node right-of-way fees, on-site sewage facility fees and amending EMS fees (first reading) - City Manager**

7. CITY MANAGER’S REPORT

All matters listed under this item are considered routine by the City Council and will only be considered at the request of one or more Aldermen. Coincident with each listed item, discussion will generally occur.

- 7.1. Building Permit Activity Report**
- 7.2. Fire Department Activity Report**
- 7.3. Municipal Court Activity Report**
- 7.4. Police Department Activity Report**
- 7.5. Public Works Activity Report**
- 7.6. Finance Report**

8. CONSENT AGENDA

All matters listed under this item are considered routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired by any Alderman on any item, that item will be removed from the consent agenda and will be considered separately.

- 8.1. Approval - City Council Meeting Minutes, January 22, 2018**
- 8.2. Accept - Planning & Zoning Commission Meeting Minutes, January 11, 2018**
- 8.3. Accept - Water Advisory Committee Minutes, January 8, 2018**
- 8.4. Approval – Resolution R-2018-002 authorizing the submittal of an application for the Investigations Interview Room Recording Equipment Grant**
- 8.5. Accept - Shavano Park Police Department 2017 Racial Profiling Report**
- 8.6. Approval - Annual Review of City of Shavano Park Investment Policy**

8.7. Approval - Date for the Annual Citywide Garage Sale on April 7th

8.8. Approval - Adopting Resolution R-2018-003 to amend the City of Shavano Park Employee Handbook

8.9. Approval – Quarterly investment report ending December 31, 2017

9. ADJOURNMENT

Executive Sessions Authorized: This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of TEX. GOV'T 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 TEX. GOV'T CODE §551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

Attendance by Other Elected or Appointed Officials:

It is anticipated that members of City Council or other city board, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the other city boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of the other boards, commissions and/or committees of the City, whose members may be in attendance. The members of the boards, commissions and/or committees may participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that board, commission or committee subject to the Texas Open Meetings Act.

The facility is wheelchair accessible and accessible parking spaces are also available in the front and sides of the building. The entry ramp is located in the front of the building. Sign interpretative services for meetings must be made 48 hours in advance of the meeting. Call the City Secretary at 210-493-3478 x240 or TDD 1-800-735-2989.

CERTIFICATE:

I hereby certify that the above Notice of Meeting was posted on the City Hall bulletin board on the 20th day of February 2017 at 10:45 a.m. a place convenient and readily accessible to the general public at all times, and to the City's website, www.shavanopark.org, in compliance with Chapter 551, Texas Government Code

Zina Tedford
City Secretary

POTENTIAL FUTURE AGENDA ITEMS

No Items listed as a potential future agenda item will be considered unless listed as a regular agenda item. Alderman please contact City staff to add new or reconsider old agenda items. Pending agenda items for consideration at subsequent Council meetings may include one or more of the following:

- a. Review of Police Manning / Organization - March**
- b. Approval of Environmental Friendly Parking**
- c. City Manager Annual Review / Salary for April – Annual April**
- d. Report on litigation, Texas ARD MOR Properties LP ET AL vs. Lockhill Ventures LLC, Case Number 2014-CI-10796. (Possible Executive Session pursuant to TEX. GOV'T CODE §551.071, Consultation with Attorney) - Open**
- e. Annual Budget Calendar - Annual May**
- f. Scheduling Annual Salary Review - Annual June**
- g. Auditors Engagement Letter - Annual July**
- h. City Council adoption of organizational chart - Annual August**
- i. Shavano Park Commercial and Residential Development Semi-annual Presentation - Bitterblue, Inc. / Denton Communities – February / August**
- j. Resolution adopting the Crime Control and Prevention Budget of the City of Shavano Park Crime Control & Prevention for FY - Annual September**
- k. Ordinance approving and adopting a budget for the City of Shavano Park, Texas for the fiscal year beginning October 1, 2017 and ending September 30, 2018 - Annual September**
- l. Resolution adopting the City of Shavano Park Effective Tax Rate (Record Vote) - Annual September**
- m. Record vote to ratify the property tax rate reflected in the FY 2016-17 budget (Record Vote) - Annual September**
- n. Selection - Boards, Commissions, and Committees - Annual September**
- o. Annual Report on Republic Service Recycling and CPI Fee adjustments - Annual September**
- p. Designation of City of Shavano Park Official Paper - Annual October**

- q. Disposal of City Equipment / Furniture - Annual October**
- r. Adoption of Official City Holiday Schedule – Annual November**
- s. Setting the dates for the City sponsored events (Arbor / Earth Day / Independence Day / National Night Out / Holiday) Annual November**
- t. Approval of the yearly tax roll - Annual November**
- u. Consideration for transfer portions of Fund Balance to Capital Replacement / Improvement Fund - Annual January**
- v. Records Retention Policy - Annual January**
- w. Revisions to Employee Handbook - Annual January**
- x. Appointment of Council Appointed Positions - Annual January**
- y. Crime Control Prevention District funding placed on ballot - January 2019**
- z. Street Maintenance Fund funding placed on the ballot - January 2022**
- aa. Shavano Park Police Department 2017 Racial Profiling Report - Annual February**
- bb. City of Shavano Park Investment Policy - Annual February**
- cc. Shavano Park Commercial and Residential Development Semi-annual Presentation - Bitterblue, Inc. / Denton Communities – February / August**

CITY COUNCIL STAFF SUMMARY

Meeting Date: February 26, 2018

Agenda item: 6.1

Prepared by: Bill Hill

Reviewed by: Bill Hill

AGENDA ITEM DESCRIPTION: Discussion / possible action - authorizing the City Manager to extend an offer of employment to Brenda Morey for the position of Finance Director. Possible Executive Session pursuant to Texas Government Code 551.074, Personnel Matters - City Manager



Attachments for Reference:

1) Resume – Brenda Morey

BACKGROUND / HISTORY: Lara Feagins has resigned as Finance Director and the City requires a replacement.

DISCUSSION: The City advertised the position on the TML Job Site; ran an advertisement in the San Antonio Express News, worked with Robert Half recruiting firm, and advertised in Zip Recruiter. Over 50 applications were received (mostly from Zip Recruiter). Over the past three weeks, City Manager and City Secretary have interviewed the top six candidates. Candidates had a various degree of qualifications and experience to include: Accounting Degrees; CPA Certifications; Government Experience; Municipality Experience; INCODE Experience.

While there were many qualified candidates who had expertise in the accounting field, selection was made based upon the overall potential for serving the City of Shavano Park and the fit as a team player contributing to the organization.

Brenda Morey is a highly qualified candidate who has earned an accounting degree, CPA designation in the state of Wisconsin, and 25 years of accounting experience. She has a strong audit background that required numerous audits of local municipalities and has served recently as the Finance Director of the Bexar-Bulverde Volunteer Fire Department.

COURSES OF ACTION: Approve the request of the City Manager to extend job offering of Finance Director to Brenda Morey or provide further guidance.

FINANCIAL IMPACT: The Finance Director's Salary Range is set at \$65,754 - \$95,343 by the compensation study. Based upon Brenda's experience, which is consider "external related"

experience, Steve Werling from Werling and Associates has recommended that Brenda's salary be initially set at \$73,777 / year IAW Compensation Study.

MOTION REQUESTED: Authorize the City Manager to extend an offer of employment for the position of the Finance Director to Brenda Morey.

CITY COUNCIL STAFF SUMMARY

Meeting Date: February 26, 2017

Agenda item: 6.2

Prepared by: Curtis Leeth

Reviewed by: Bill Hill

AGENDA ITEM DESCRIPTION: Discussion / action – Re-approval of Final Plat establishing Shavano Park, Unit 19C Phase IV (Huntington), a 32.86 acre tract of land out of that 289.5 acre tract described in deed to Rogers Shavano Park Unit 18/19, LTD.

X

Attachments for Reference:

- 1) 6.2a Pape-Dawson Letter
- 2) 6.2b Redline Plat
- 3) 6.2c August 9, 2017 Plat version

BACKGROUND / HISTORY: The final plat was previously approved at the August 9, 2017 Planning & Zoning Commission meeting. The plat has not been filed with the county.

DISCUSSION: In January City staff were approached by Pape-Dawson with changes to a street layout on the plat, primarily regarding the removing of an island and re-positioning the road to save a clump of trees. The changes are minor in detail and do not substantially change the plat. Staff included a copy of the August 9, 2017 version of the final plat (pg 2) for reference.

City Attorney has confirmed that procedurally, the Planning and Zoning Commission and the City Council may treat the request as a second Final Plat approval. No special notice or hearing are required.

Planning & Zoning Commission at the February 7, 2018 meeting recommended re-approval of the Final Plat.

COURSES OF ACTION: Re-Approve Final Plat with redline changes; or alternatively provide further guidance to staff.

FINANCIAL IMPACT: N/A

MOTION REQUESTED: Re-approve Final Plat establishing Shavano Park, Unit 19C Phase IV (Huntington), a 32.86 acre tract of land out of that 289.5 acre tract described in deed to Rogers Shavano Park Unit 18/19, LTD with redline changes.



January 19, 2018

City of Shavano Park
Attn: Bill Hill, City Manager
900 Saddletree Court
San Antonio, TX 78231

Re: Plat Revision
Shavano Park Unit-19C, Phase IV (PUD)

Dear Mr. Hill:

We are submitting this letter to address a plat revision concerning Shavano Park Unit-19C, Phase IV (PUD). On July 10th, 2017 we received the final plat approval from the City Council. This letter is to inform you of changes that have occurred to the approved plat, as well as explain the reasons behind them.

At the intersection of Kinnan Way and Wellesley Loop, the street alignment was revised in order to save a group of trees. This change resulted in a shift to lots 2134-2136, 2160, 2161, 2167 and 2168. This change also eliminated the need for an island at the intersection of Kinnan Way and Wellesley Loop.

Open space lot 2141 has increased from 0.80 acres to 2.11 acres to include previously unplatted land up to the city limit line. Along with this acreage increase to this open space lot, the sewer alignment running along adjacent lot 2118 has been shifted down to provide a buffer along the back of the lot.

If you have questions or require any additional information, please do not hesitate to contact our office at your earliest convenience.

Sincerely,
Pape-Dawson Engineers, Inc.

Caleb Chance, P.E.
Sr. Project Manager

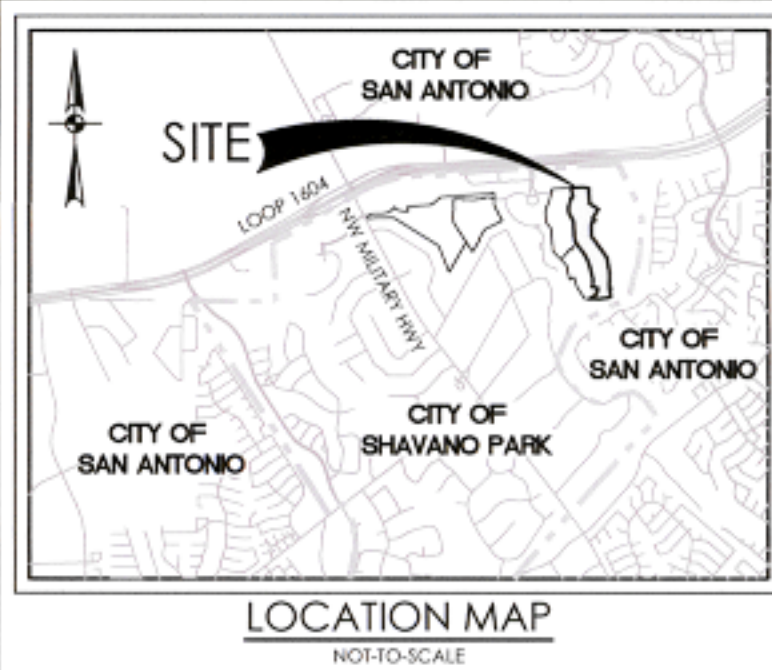
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TBPE Firm Registration #470 | TBPLS Firm Registration #10028800

San Antonio | Austin | Houston | Fort Worth | Dallas

Transportation | Water Resources | Land Development | Surveying | Environmental

2000 NW Loop 410, San Antonio, TX 78213 T: 210.375.9000 www.Pape-Dawson.com



LEGEND

DPR	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
OPR	OFFICIAL PUBLIC RECORDS (OFFICIAL PUBLIC RECORDS OF REAL PROPERTY) OF BEXAR COUNTY, TEXAS
CL	CENTERLINE
●	FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
○	SET 1/2" IRON ROD
---	EXISTING CONTOURS
---	PROPOSED CONTOURS
---	ORIGINAL SURVEY/COUNTY LINE
---	CITY OF SAN ANTONIO LIMITS

4	5' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT
10	10' WATER EASEMENT
11	20' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT
12	VARIABLE WIDTH ACCESS, SANITARY SEWER, WATER, DRAINAGE, GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION EASEMENT TO EXPIRE UPON INCORPORATION INTO PLATTED PRIVATE STREET (OFF-LOT) (PERMEABLE) (0.02 OF AN ACRE)
13	VARIABLE WIDTH CLEAR VISION EASEMENT
1	UNPLATTED REMAINDER OF 289.5 ACRES ROGERS SHAVANO PARK, UNIT 18/19, LTD (VOLUME 12007, PAGES 2490-2507 OPR)

1	16' SANITARY SEWER EASEMENT (VOLUME 11465, PAGES 1216 OPR)
2	VARIABLE WIDTH GAS AND ELECTRIC EASEMENT AGREEMENT (VOLUME 10772, PAGES 1558-1565 OPR)
3	20' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT (VOLUME 9645, PAGES 172-177 DPR)
4	20' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT (VOLUME 9695, PAGES 203-207 DPR)
5	10' WATER EASEMENT (VOLUME 9695, PAGES 203-207 DPR)
6	16' SANITARY SEWER EASEMENT (VOLUME 9695, PAGES 203-207 DPR)
7	16' SANITARY SEWER EASEMENT (VOLUME 9571, PAGES 34-36 DPR)
8	VARIABLE WIDTH ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION AND WATER EASEMENT (VOLUME 10010, PAGES 292-297 OPR)
9	28' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT (VOLUME 9671, PAGE 178 DPR)
10	16' SANITARY SEWER EASEMENT (VOLUME 9674, PAGES 54-55 DPR)
11	VARIABLE WIDTH GAS, ELECTRIC, TELEPHONE, CABLE TV AND WATER EASEMENT (VOLUME 9671, PAGE 178 DPR)

SURVEYOR'S NOTES:

- PROPERTY CORNERS ARE MONUMENTED WITH CAP OR DISK MARKED "PAPE-DAWSON" UNLESS NOTED OTHERWISE.
- COORDINATES SHOWN ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996) FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE DISPLAYED IN GRID VALUES DERIVED FROM THE NGS COOPERATIVE CORS NETWORK.
- DIMENSIONS SHOWN ARE SURFACE.
- BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.

OPEN SPACE NOTE:

LOT 2141, BLOCK 35, (2.11 ACRES) (PERMEABLE) ARE DESIGNATED AS OPEN SPACE AND AS A COMMON AREA/GREENSPACE (PERMEABLE) AND A ACCESS, DRAINAGE, ELECTRIC, GAS, TELEPHONE, CABLE TV, SANITARY SEWER AND WATER EASEMENT, AREAS OF LOTS 2141, BLOCK 35, ARE CONSIDERED AS TREE SAVE AREAS. PLEASE REFER TO THE TREE PLAN APPROVED BY THE CITY OF SHAVANO PARK FOR SPECIFIC LOCATIONS.

PRIVATE STREET NOTE:

LOT 2182, BLOCK 41, (KERNAN WAY, WHITTINGHAM RD & WELLESLEY LOOP) ARE PRIVATE STREETS AND ARE ALSO DESIGNATED AS AN UNDERGROUND ELECTRIC, GAS, TELEPHONE, CABLE TV, DRAINAGE, WATER, PEDESTRIAN AND/OR SANITARY SEWER EASEMENT, THEREFORE, SUCH AREAS SHALL BE DEEMED TO HAVE BEEN DEDICATED TO THE PUBLIC FOR SUCH EASEMENTS AND PRIVATE STREETS.

SUBDIVISION PLAT OF SHAVANO PARK, UNIT-19C PHASE IV (PUD)

A 34.15 ACRE TRACT OF LAND OUT OF THAT 289.5 ACRE TRACT DESCRIBED IN DEED TO ROGERS SHAVANO PARK UNIT 18/19, LTD, RECORDED IN VOLUME 12007, PAGE 2490 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, OUT OF THE WILLIAM HUTCHESSE SURVEY 77, ABSTRACT 336, OUT OF THE JACOB KLAUS SURVEY NO. 76, ABSTRACT 400 AND OUT OF THE COLLIN MCCRAE SURVEY NO. 391, ABSTRACT 482, COUNTY BLOCK 4282, INCLUDING THE REMAINING PORTION OF LOT 129 AND LOT 130 OF SHAVANO PARK SUBDIVISION RECORDED IN VOLUME 2222, PAGE 337 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, OF THE CITY OF SHAVANO PARK, BEXAR COUNTY, TEXAS.

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 MW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TDPF FIRM REGISTRATION #470 | TDPF FIRM REGISTRATION #10020900

DATE OF PREPARATION: January 30, 2018

STATE OF TEXAS
COUNTY OF BEXAR

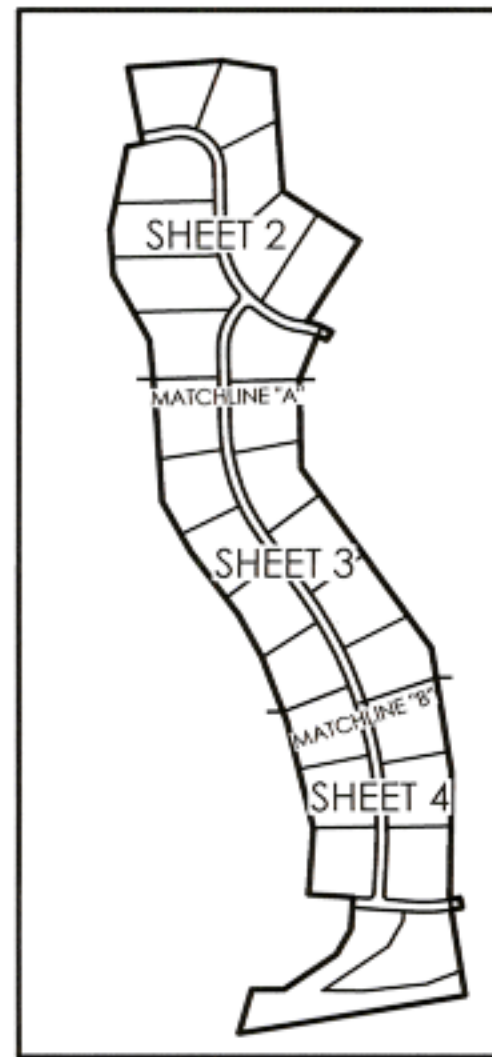
THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE OR PART OF AN ENCLAVE OR PLANNED UNIT DEVELOPMENT, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: ROGERS SHAVANO PARK UNIT 18/19, LTD.
LLOYD A. DENTON, JR.
11 LYNN BATES LANE, SUITE 100
SAN ANTONIO, TEXAS 78218
(210) 828-6131

STATE OF TEXAS
COUNTY OF BEXAR

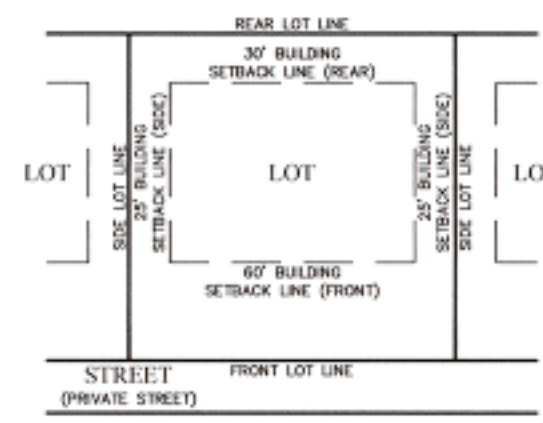
BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED LLOYD A. DENTON, JR., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, A.D. 20____.

NOTARY PUBLIC, BEXAR COUNTY, TEXAS



SHEET INDEX

NOT-TO-SCALE



TYPICAL LOT SETBACKS

NOT-TO-SCALE

SAWS HIGH PRESSURE NOTE:

A PORTION OF THE TRACT IS BELOW GROUND ELEVATION OF 285 FEET WHERE THE STATIC PRESSURE WILL NORMALLY EXCEED 80 PSI. AT ALL SUCH LOCATIONS, THE DEVELOPER OR BUILDER SHALL INSTALL AT EACH LOT, ON THE CUSTOMER'S SIDE OF THE METER, AN APPROVED TYPE PRESSURE REGULATOR IN CONFORMANCE WITH THE PLUMBING CODE OF THE CITY OF SAN ANTONIO.

AQUIFER NOTE:

THIS SUBDIVISION IS WITHIN THE EDWARDS AQUIFER RECHARGE ZONE. DEVELOPMENT WITHIN THIS SUBDIVISION IS SUBJECT TO CHAPTER 34, ARTICLE VI, DIVISION 6 OF THE SAN ANTONIO AND SHAVANO PARK CITY CODE ENTITLED "AQUIFER RECHARGE ZONE AND WATERSHED PROTECTION", OR LATEST REVISIONS THEREOF, ANY REGULATED ACTIVITY MUST COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS RELATING TO DEVELOPMENT WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

PUBLIC WORKS STORM WATER:

FINISHED FLOOR ELEVATIONS FOR STRUCTURES ON LOTS CONTAINING FLOODPLAIN OR ADJACENT TO THE FLOODPLAIN SHALL BE NO LESS THAN ONE FOOT ABOVE THE BASE FLOOD ELEVATION (BFE) OF THE REGULATORY FLOODPLAIN. NONRESIDENTIAL STRUCTURES SHALL BE ELEVATED OR FLOOD PROOFED TO NO LESS THAN ONE FOOT ABOVE THE BFE OF THE REGULATORY FLOODPLAIN.

INGRESS/EGRESS SEWER:

THE SAN ANTONIO WATER SYSTEM IS HEREBY GRANTED THE RIGHT OF INGRESS AND EGRESS ACROSS GRANTOR'S ADJACENT PROPERTY TO ACCESS THE WASTEWATER EASEMENT(S) SHOWN ON THIS PLAT.

INGRESS/EGRESS WATER:

THE SAN ANTONIO WATER SYSTEM IS HEREBY GRANTED THE RIGHT OF INGRESS AND EGRESS ACROSS GRANTOR'S ADJACENT PROPERTY TO ACCESS THE WATER EASEMENT(S) SHOWN ON THIS PLAT.

FIRE FLOW DEMAND NOTE (SAWS NOTE):

IN AN EFFORT TO MEET THE CITY OF SAN ANTONIO'S FIRE FLOW REQUIREMENTS FOR THE PROPOSED RESIDENTIAL DEVELOPMENT, THE PUBLIC WATER MAIN SYSTEM HAS BEEN DESIGNED FOR A MINIMUM FIRE FLOW DEMAND OF 1500 GPM AT 25 PSI RESIDUAL PRESSURE. THE FIRE FLOW REQUIREMENTS FOR INDIVIDUAL STRUCTURES WILL BE REVIEWED DURING THE BUILDING PERMIT PROCESS IN ACCORDANCE WITH THE PROCEDURES SET FORTH BY THE CITY OF SAN ANTONIO DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES AND THE SAN ANTONIO FIRE DEPARTMENT FIRE MARSHAL.

WASTEWATER EDU NOTE:

THE NUMBER OF WASTEWATER EQUIVALENT DWELLING UNITS (EDU) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE AT THE SAN ANTONIO WATER SYSTEM UNDER THE PLAT NUMBER ISSUED BY THE DEVELOPMENT SERVICES DEPARTMENT.

EDU IMPACT FEE PAYMENT NOTE:

WATER AND/OR WASTEWATER IMPACT FEES WERE NOT PAID AT THE TIME OF PLATTING FOR THIS PLAT. ALL IMPACT FEES MUST BE PAID PRIOR TO WATER METER SET AND/OR PRIOR TO THE WASTEWATER SERVICE CONNECTION.

C.P.S. NOTES:

- THE CITY OF SAN ANTONIO AS PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE BOARD) IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS-OF-WAY FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT", "GAS EASEMENT", "ANCHOR EASEMENT", "SERVICE EASEMENT", "OVERHANG EASEMENT", "UTILITY EASEMENT", AND "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING POLES, HANGING OR RIPPING WIRES, CABLES, CONDUITS, PIPES OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LAND, THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT AND RIGHT-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THEREIN, IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREA.
- ANY CITY MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CITY EQUIPMENT LOCATED WITHIN SAID EASEMENT, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATION.
- THIS PLAT DOES NOT AFFECT, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW.
- CONCRETE DRIVEWAY APPROACHES ARE ALLOWED WITHIN THE FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOSSES ARE SERVED ONLY BY REAR LOT UNDERGROUND ELECTRIC AND GAS FACILITIES.
- ROOF OVERHANGS ARE ALLOWED WITHIN THE FIVE (5) FOOT WIDE ELECTRIC, GAS TELEPHONE AND CABLE TV EASEMENTS WHEN ONLY UNDERGROUND ELECTRIC, GAS TELEPHONE AND CABLE TV FACILITIES ARE PROPOSED OR EXISTING WITHIN THESE FIVE (5) FOOT WIDE EASEMENTS.

CERTIFICATION OF CITY'S ENGINEER

THE CITY ENGINEER OF THE CITY OF SHAVANO PARK HEREBY CERTIFIES THAT THIS SUBDIVISION PLAT CONFORMS TO ALL THE SUBDIVISION REGULATIONS OF THE CITY AS TO WHICH HIS APPROVAL IS REQUIRED.

CITY ENGINEER

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT, TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE CITY OF SHAVANO PARK.

LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY: PAPE-DAWSON ENGINEERS, INC.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

REGISTERED PROFESSIONAL LAND SURVEYOR

LINE TABLE			LINE TABLE		
LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
L1	S80°38'59"E	164.36'	L26	S86°10'11"E	47.93'
L2	S32°42'09"W	32.00'	L27	N03°49'49"E	97.29'
L3	S22°44'17"W	148.92'	L28	N01°17'26"W	229.70'
L4	S13°03'30"E	32.00'	L29	N01°17'26"W	194.79'
L5	N16°42'16"E	143.11'	L30	S78°53'32"W	99.43'
L6	S89°10'11"E	99.25'	L31	N11°06'27"W	32.00'
L7	N56°19'49"E	198.46'	L32	N03°49'49"E	33.23'
L8	N30°04'49"E	89.69'	L33	N51°11'57"W	159.12'
L9	N03°49'49"E	100.77'			
L10	N86°10'11"W	139.14'			
L11	N28°52'27"W	152.85'			
L12	N29°57'20"W	184.23'			
L13	N04°11'45"W	141.95'			
L14	N78°53'32"E	49.75'			
L15	N78°53'34"E	99.43'			
L16	S01°17'26"E	194.79'			
L17	S57°17'51"E	33.64'			
L18	S22°44'17"W	32.00'			
L19	N57°17'51"W	33.64'			
L20	S01°17'26"E	229.70'			
L21	S03°49'49"W	97.29'			
L22	S86°10'11"E	82.02'			
L23	S09°16'12"E	32.00'			
L24	N86°10'11"W	191.96'			
L25	N03°49'49"E	32.00'			

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	216.00'	022°22'15"	S68°28'59"E	83.80'	84.34'
C2	184.00'	009°57'52"	N62°16'47"W	31.96'	32.00'
C3	484.00'	003°47'17"	N78°50'09"E	31.99'	32.00'
C4	516.00'	003°47'17"	S78°50'09"W	34.11'	34.12'
C5	136.00'	099°49'02"	S51°11'57"E	208.08'	236.93'
C6	284.00'	056°00'24"	S29°17'39"E	266.69'	277.61'
C7	184.00'	026°46'24"	S70°41'03"E	85.20'	85.98'
C8	216.00'	016°48'32"	S75°39'59"E	63.14'	63.37'
C9	184.00'	016°48'32"	N75°39'59"W	53.79'	53.98'
C10	216.00'	026°46'24"	N70°41'03"W	100.02'	100.93'
C11	316.00'	006°58'46"	N53°48'28"W	38.47'	38.49'
C12	15.00'	084°48'10"	S87°16'50"W	20.23'	22.20'
C13	184.00'	046°10'12"	S21°47'39"W	144.29'	148.27'
C14	584.00'	034°42'58"	S18°38'55"E	348.46'	353.85'
C15	1316.00'	039°50'13"	S16°05'18"E	896.68'	915.00'
C16	15.00'	090°00'00"	S41°00'11"E	21.21'	23.56'
C17	484.00'	013°06'01"	N87°16'48"E	110.42'	110.66'
C18	516.00'	013°06'01"	S87°16'48"W	117.72'	117.96'
C19	15.00'	090°00'00"	N48°49'49"E	21.21'	23.56'
C20	1284.00'	039°50'13"	N16°05'18"W	874.88'	892.75'
C21	616.00'	034°42'58"	N18°38'55"W	367.56'	373.24'
C22	216.00'	046°13'02"	N21°49'09"E	169.55'	174.24'
C23	15.00'	084°29'48"	N02°40'42"E	20.17'	22.12'
C24	316.00'	038°16'48"	N20°25'49"W	207.22'	211.12'
C25	104.00'	099°49'02"	N51°11'57"W	159.12'	181.18'

PLAT NOTES APPLY TO EVERY PAGE OF THIS MULTIPLE PAGE PLAT

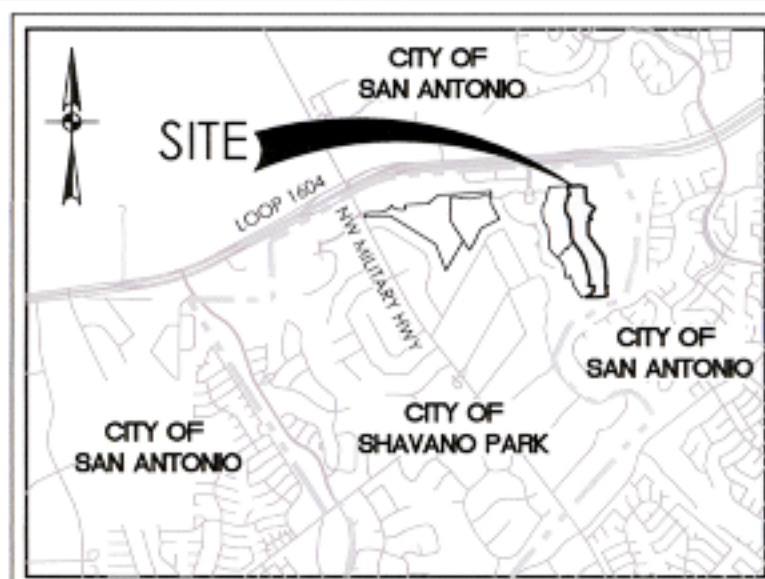
SHEET 1 OF 4

BY: _____, DEPUTY

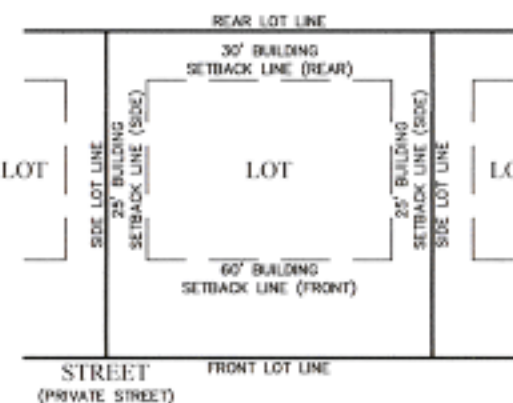
SHAVANO PARK, UNIT-19C PHASE IV (PUD)

Civil Job No. 8796-04; Survey Job No. 8796-04

Date: Jan 30, 2018, 2:40pm User ID: Ekosprok12z
File: P:\8796\04\Design\Civil\Plat\F-879604 - Redline.dwg



LOCATION MAP
NOT-TO-SCALE



TYPICAL LOT SETBACKS
NOT-TO-SCALE

WASTEWATER EDU NOTE:

THE NUMBER OF WASTEWATER EQUIVALENT DWELLING UNITS (EDU) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE AT THE SAN ANTONIO WATER SYSTEM UNDER THE PLAT NUMBER ISSUED BY THE DEVELOPMENT SERVICES DEPARTMENT.

EDU IMPACT FEE PAYMENT NOTE:

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C.P.S. NOTES:

1. THE CITY OF SAN ANTONIO AS PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE BOARD) IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS OF WAY FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DISSEMINATED ON THIS PLAT AS "ELECTRIC EASEMENT," "GAS EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHANG EASEMENT," "UTILITY EASEMENT" AND "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PAROLEING, AND ERECTING POLES, HANGING OR BURYING WIRES, CABLES, CONDUITS, PIPELINES OR TRANSFORMERS TOGETHER WITH ITS NECESSARY APPURTENANCES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRADUALLY ADJACENT LAND, THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT AND RIGHT-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THEREIN. IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREA.
2. ANY CITY MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF C.P.S. EQUIPMENT, LOCATED WITHIN SAID EASEMENT, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATION.
3. THIS PLAT DOES NOT AMEND, ALTER, REPEAL OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW.
4. CONCRETE DRIVEWAY APPROACHES ARE ALLOWED WITHIN THE FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOTS ARE SERVED ONLY BY REAR LOT UNDERGROUND ELECTRIC AND GAS FACILITIES.
5. ROOF OVERHANGS ARE ALLOWED WITHIN THE FIVE (5) FOOT WIDE ELECTRIC, GAS, TELEPHONE AND CABLE TV EASEMENTS WHEN ONLY UNDERGROUND ELECTRIC, GAS, TELEPHONE AND CABLE TV FACILITIES ARE PROPOSED OR EXISTING WITHIN THOSE FIVE (5) FOOT WIDE EASEMENTS.

CERTIFICATION OF CITY ENGINEER

THE CITY ENGINEER OF THE CITY OF SHAVANO PARK HEREBY CERTIFIES THAT THIS SUBDIVISION PLAT CONFORMS TO ALL THE SUBDIVISION REGULATIONS OF THE CITY AS TO WHICH HIS APPROVAL IS REQUIRED.

CITY ENGINEER

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT. TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE CITY OF SHAVANO PARK.

LICENSED PROFESSIONAL ENGINEER

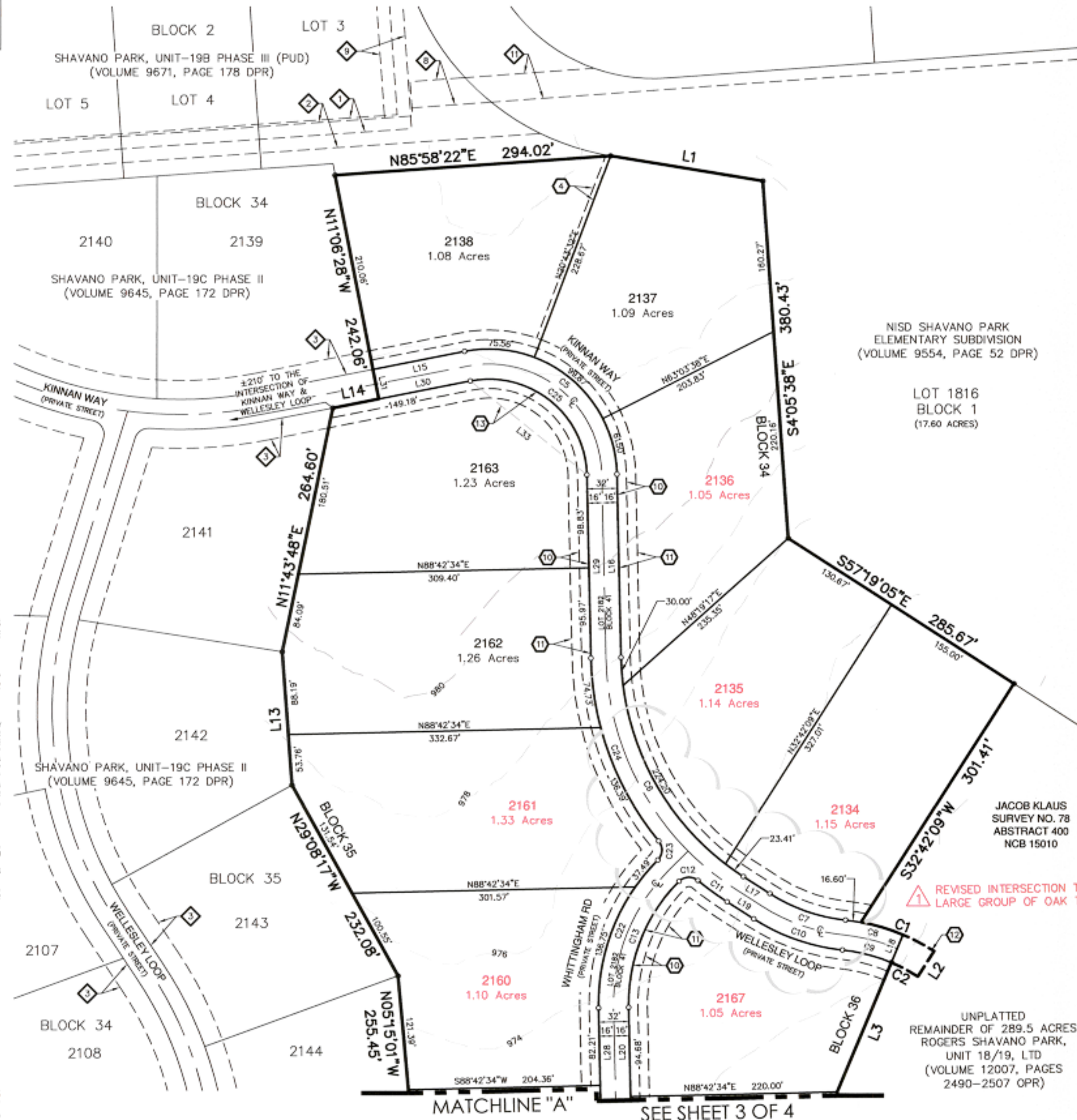
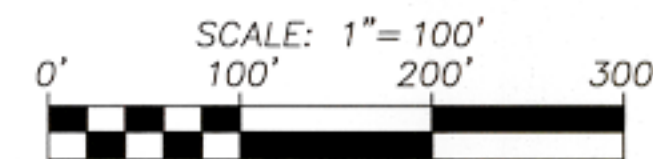
STATE OF TEXAS
COUNTY OF BEXAR

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PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

REGISTERED PROFESSIONAL LAND SURVEYOR

NOTE:
SEE SHEET 1 OF 4 FOR LEGEND AND NOTES.
SEE SHEET 1 OF 4 FOR CURVE AND LINE TABLE.



NISD SHAVANO PARK
ELEMENTARY SUBDIVISION
(VOLUME 9554, PAGE 52 DPR)

LOT 1816
BLOCK 1
(17.60 ACRES)

JACOB KLAUS
SURVEY NO. 78
ABSTRACT 400
NCB 15010

UNPLATTED
REMAINDER OF 289.5 ACRES
ROGERS SHAVANO PARK,
UNIT 18/19, LTD
(VOLUME 12007, PAGES
2490-2507 DPR)

PLAT NOTES APPLY TO EVERY PAGE
OF THIS MULTIPLE PAGE PLAT

SHEET 2 OF 4

SUBDIVISION PLAT OF SHAVANO PARK, UNIT-19C PHASE IV (PUD)

A 34.15 ACRE TRACT OF LAND OUT OF THAT 289.5 ACRE TRACT DESCRIBED IN DEED TO ROGERS SHAVANO PARK UNIT 18/19, LTD, RECORDED IN VOLUME 12007, PAGE 2490 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, OUT OF THE WILLIAM HUTCHES SURVEY 77, ABSTRACT 334, OUT OF THE JACOB KLAUS SURVEY NO. 78, ABSTRACT 400 AND OUT OF THE COLLIN MCCRAE SURVEY NO. 391, ABSTRACT 482, COUNTY BLOCK 4762, INCLUDING THE REMAINING PORTION OF LOT 129 AND LOT 130 OF SHAVANO PARK SUBDIVISION RECORDED IN VOLUME 2222, PAGE 337 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, OF THE CITY OF SHAVANO PARK, BEXAR COUNTY, TEXAS.

**PAPE-DAWSON
ENGINEERS**

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TYPE FIRM REGISTRATION #470 | TPLS FIRM REGISTRATION #100228800
DATE OF PREPARATION: January 30, 2018

STATE OF TEXAS
COUNTY OF BEXAR

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE OR PART OF AN ENCLAVE OR PLANNED UNIT DEVELOPMENT, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: ROGERS SHAVANO PARK UNIT 18/19, LTD.
LLOYD A. DENTON, JR.
11 LYNN BATES LANE, SUITE 100
SAN ANTONIO, TEXAS 78218
(210) 828-6131

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED LLOYD A. DENTON, JR., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, A.D. 20____.

NOTARY PUBLIC, BEXAR COUNTY, TEXAS

THIS PLAT OF SHAVANO PARK, UNIT-19C PHASE IV (PUD) HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SHAVANO PARK, TEXAS, AND IS HEREBY APPROVED BY SUCH PLANNING AND ZONING COMMISSION.

DATED: THIS THE _____ DAY OF _____, A.D. 20____

BY: _____ CHAIRMAN

BY: _____ CITY CLERK

THIS PLAT OF SHAVANO PARK, UNIT-19C PHASE IV (PUD) HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF SHAVANO PARK, TEXAS, AND IS HEREBY APPROVED BY SUCH CITY COUNCIL.

DATED: THIS _____ DAY OF _____, A.D. 20____

BY: _____ MAYOR

BY: _____ CITY CLERK

STATE OF TEXAS
COUNTY OF BEXAR

I, _____, COUNTY CLERK OF BEXAR COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE _____ DAY OF _____, A.D. 20____ AT _____ M. AND DULY RECORDED THE _____ DAY OF _____, A.D. 20____ AT _____ M. IN THE DEED AND PLAT RECORDS OF BEXAR COUNTY, IN BOOK/ VOLUME _____ ON PAGE _____ IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS _____ DAY OF _____, A.D. 20____.

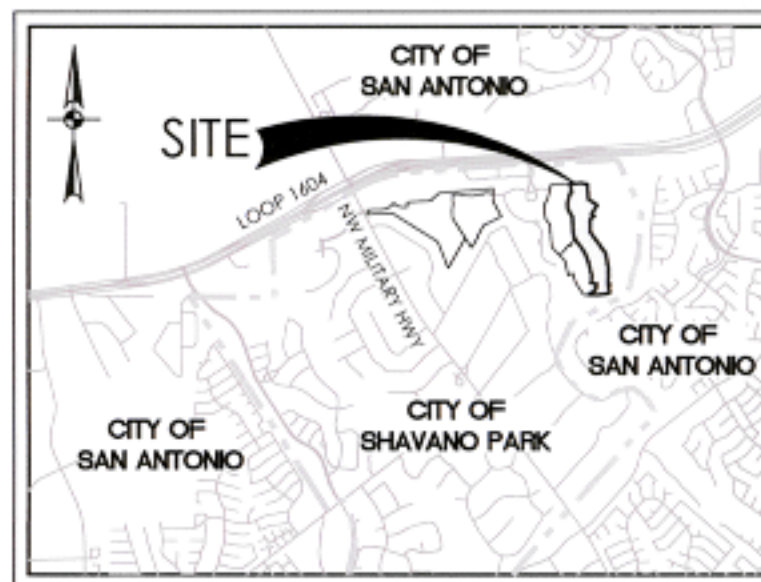
COUNTY CLERK, BEXAR COUNTY, TEXAS

BY: _____, DEPUTY

SHAVANO PARK, UNIT-19C PHASE IV (PUD)

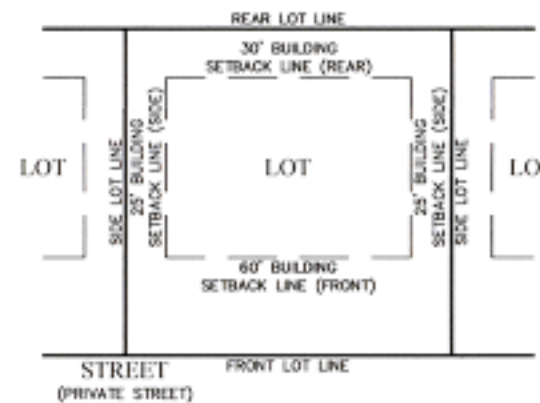
Civil Job No. 8796-04; Survey Job No. 8796-04

Date: Jan 30, 2018, 2:38pm User ID: Eksp@pwr.com
File P:\8796\04\Design\Civil\Plat\879604 - Redline.dwg



LOCATION MAP

NOT-TO-SCALE



TYPICAL LOT SETBACKS

NOT-TO-SCALE

WASTEWATER EDU NOTE:

THE NUMBER OF WASTEWATER EQUIVALENT DWELLING UNITS (EDUs) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE AT THE SAN ANTONIO WATER SYSTEM UNDER THE PLAT NUMBER ISSUED BY THE DEVELOPMENT SERVICES DEPARTMENT.

EDU IMPACT FEE PAYMENT NOTE:

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C.P.S. NOTES:

1. THE CITY OF SAN ANTONIO AS PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE BOARD) IS HEREBY DEDICATING THE EASEMENTS AND RIGHTS-OF-WAY FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "GAS EASEMENT," "WATER EASEMENT," "SEWER EASEMENT," "OVERHANG EASEMENT," "UTILITY EASEMENT," AND "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING POLES, HANGING OR BURYING WIRES, CABLES, CONDUITS, PIPES OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES TOGETHER WITH THE RIGHT OF ACCESS AND EGRESS OVER GRANTORS ADJACENT LAND, THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT AND RIGHT-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THEREOF. IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE BASES, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREA.
2. ANY CITY MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CITY EQUIPMENT LOCATED WITHIN SAID EASEMENT, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATION.
3. THE PLAT DOES NOT AMEND, ALTER, RELAX OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW.
4. CONCRETE DRIVEWAY APPROACHES ARE ALLOWED WITHIN THE FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOTS ARE SERVED ONLY BY REAR LOT UNDERGROUND ELECTRIC AND GAS FACILITIES.
5. ROOF OVERHANGS ARE ALLOWED WITHIN THE FIVE (5) FOOT WIDE ELECTRIC, GAS TELEPHONE AND CABLE TV EASEMENTS WHEN ONLY UNDERGROUND ELECTRIC, GAS, TELEPHONE AND CABLE TV FACILITIES ARE PROPOSED OR EXISTING WITHIN THOSE FIVE (5) FOOT WIDE EASEMENTS.

CERTIFICATION OF CITY'S ENGINEER

THE CITY ENGINEER OF THE CITY OF SHAVANO PARK HEREBY CERTIFIES THAT THIS SUBDIVISION PLAT CONFORMS TO ALL THE SUBDIVISION REGULATIONS OF THE CITY AS TO WHICH HIS APPROVAL IS REQUIRED.

CITY ENGINEER

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT. TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE CITY OF SHAVANO PARK.

LICENSED PROFESSIONAL ENGINEER

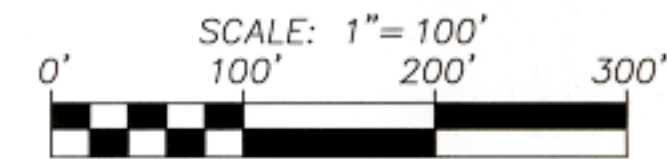
STATE OF TEXAS
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REGISTERED PROFESSIONAL LAND SURVEYOR

NOTE:
SEE SHEET 1 OF 4 FOR LEGEND AND NOTES.
SEE SHEET 1 OF 4 FOR CURVE AND LINE TABLE.



SUBDIVISION PLAT
OF
SHAVANO PARK, UNIT-19C PHASE IV (PUD)

A 34.15 ACRE TRACT OF LAND OUT OF THAT 289.5 ACRE TRACT DESCRIBED IN DEED TO ROGERS SHAVANO PARK UNIT 18/19, LTD., RECORDED IN VOLUME 12007, PAGE 2490 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, OUT OF THE WILLIAM HURCHISS SURVEY 77, ABSTRACT 334, OUT OF THE JACOB KLAUS SURVEY NO. 78, ABSTRACT 400 AND OUT OF THE COLMAN MCCRAE SURVEY NO. 391, ABSTRACT 482, COUNTY BLOCK 402, INCLUDING THE REMAINING PORTION OF LOT 129 AND LOT 130 OF SHAVANO PARK SUBDIVISION RECORDED IN VOLUME 2222, PAGE 337 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, OF THE CITY OF SHAVANO PARK, BEXAR COUNTY, TEXAS.

**PAPE-DAWSON
ENGINEERS**

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TSPS FIRM REGISTRATION #470 | TSPS FIRM REGISTRATION #10208920

DATE OF PREPARATION: January 30, 2018

STATE OF TEXAS
COUNTY OF BEXAR

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LLOYD A. DENTON, JR.
11 LYNN BATTIS LANE, SUITE 100
SAN ANTONIO, TEXAS 78218
(210) 828-6131

STATE OF TEXAS
COUNTY OF BEXAR

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NOTARY PUBLIC, BEXAR COUNTY, TEXAS

CARLOS GONZALES
SURVEY NO. 79
ABSTRACT 279
NCB 15010

THIS PLAT OF SHAVANO PARK, UNIT-19C PHASE IV (PUD) HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SHAVANO PARK, TEXAS, AND IS HEREBY APPROVED BY SUCH PLANNING AND ZONING COMMISSION.

DATED: THIS THE _____ DAY OF _____, A.D. 20_____

BY: _____ CHAIRMAN

BY: _____ CITY CLERK

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DATED: THIS _____ DAY OF _____, A.D. 20_____

BY: _____ MAYOR

BY: _____ CITY CLERK

STATE OF TEXAS
COUNTY OF BEXAR

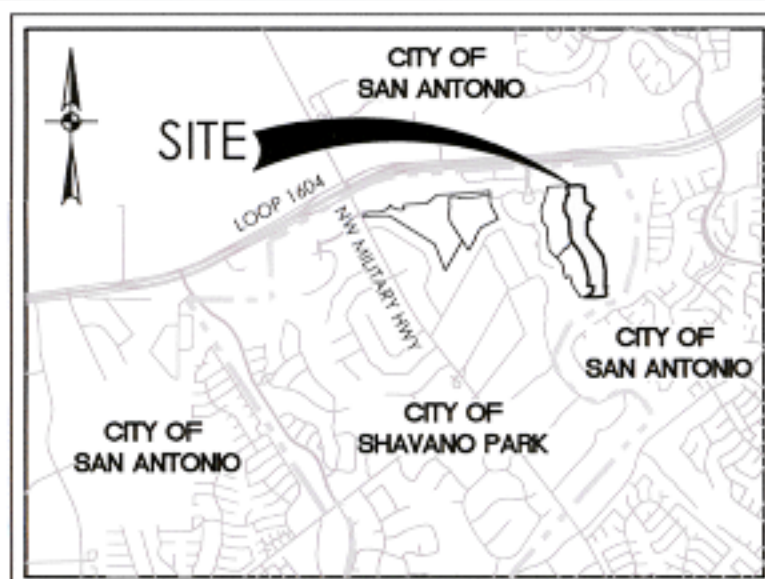
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COUNTY CLERK, BEXAR COUNTY, TEXAS

BY: _____, DEPUTY

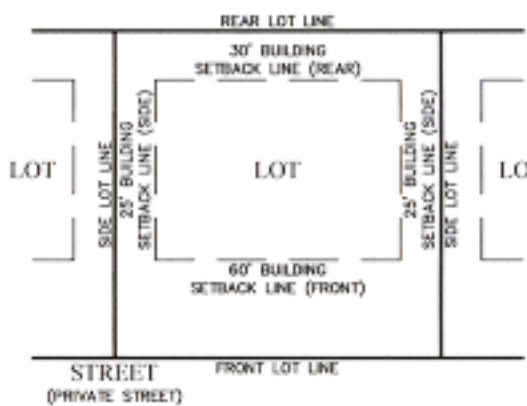
PLAT NOTES APPLY TO EVERY PAGE
OF THIS MULTIPLE PAGE PLAT

SHEET 3 OF 4



LOCATION MAP

NOT-TO-SCALE



TYPICAL LOT SETBACKS

NOT-TO-SCALE

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C.P.S. NOTES:

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5. ROOF OVERHANGS ARE ALLOWED WITHIN THE FIVE (5) FOOT WIDE ELECTRIC, GAS, TELEPHONE AND CABLE E.V. EASEMENTS WHEN ONLY UNDERGROUND ELECTRIC, GAS, TELEPHONE AND CABLE E.V. FACILITIES ARE PROPOSED OR EXISTING WITHIN THOSE FIVE (5) FOOT WIDE EASEMENTS.

CERTIFICATION OF CITY ENGINEER

THE CITY ENGINEER OF THE CITY OF SHAVANO PARK HEREBY CERTIFIES THAT THIS SUBDIVISION PLAT CONFORMS TO ALL THE SUBDIVISION REGULATIONS OF THE CITY AS TO WHICH HIS APPROVAL IS REQUIRED.

CITY ENGINEER

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT, TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE CITY OF SHAVANO PARK.

LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY: PAPE-DAWSON ENGINEERS, INC.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

REGISTERED PROFESSIONAL LAND SURVEYOR

NOTE:
SEE SHEET 1 OF 4 FOR LEGEND AND NOTES.
SEE SHEET 1 OF 4 FOR CURVE AND LINE TABLE.

SCALE: 1" = 100'
0' 100' 200' 300'

SUBDIVISION PLAT
OF
SHAVANO PARK, UNIT-19C PHASE IV (PUD)

A 34.15 ACRE TRACT OF LAND OUT OF THAT 289.5 ACRE TRACT DESCRIBED IN DEED TO ROGERS SHAVANO PARK UNIT 18/19, LTD. RECORDED IN VOLUME 12007, PAGE 2490 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, OUT OF THE WILLIAM HUTCHESSE SURVEY 77, ABSTRACT 336, OUT OF THE JACOB KLAUS SURVEY NO. 78, ABSTRACT 400 AND OUT OF THE COLMAN MCCOY SURVEY NO. 391, ABSTRACT 482, COUNTY BLOCK 482, INCLUDING THE REMAINING PORTION OF LOT 129 AND LOT 130 OF SHAVANO PARK SUBDIVISION RECORDED IN VOLUME 2222, PAGE 337 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, OF THE CITY OF SHAVANO PARK, BEXAR COUNTY, TEXAS.

**PAPE-DAWSON
ENGINEERS**

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS

2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000

TYPE FIRM REGISTRATION #470 | TPLS FIRM REGISTRATION #102028900

DATE OF PREPARATION: January 30, 2018

STATE OF TEXAS
COUNTY OF BEXAR

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE OR PART OF AN ENCLAVE OR PLANNED UNIT DEVELOPMENT, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINAGE, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: ROGERS SHAVANO PARK UNIT 18/19, LTD.
LLOYD A. DENTON, JR.
11 LYNN BATTIS LANE, SUITE 100
SAN ANTONIO, TEXAS 78218
(210) 828-6131

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED LLOYD A. DENTON, JR., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, A.D. 20____.

NOTARY PUBLIC, BEXAR COUNTY, TEXAS

THIS PLAT OF SHAVANO PARK, UNIT-19C PHASE IV (PUD) HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SHAVANO PARK, TEXAS, AND IS HEREBY APPROVED BY SUCH PLANNING AND ZONING COMMISSION.

DATED: THIS THE _____ DAY OF _____, A.D. 20____.

BY: _____ CHAIRMAN

BY: _____ CITY CLERK

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DATED: THIS _____ DAY OF _____, A.D. 20____.

BY: _____ MAYOR

BY: _____ CITY CLERK

STATE OF TEXAS
COUNTY OF BEXAR

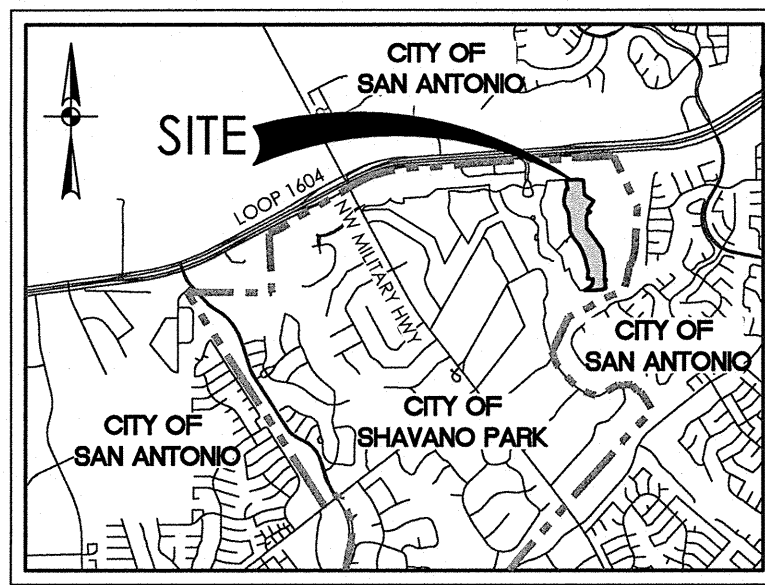
I, _____, COUNTY CLERK OF BEXAR COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE _____ DAY OF _____, A.D. 20____, AT _____ M. AND DULY RECORDED THE _____ DAY OF _____, A.D. 20____, AT _____ M. IN THE DEED AND PLAT RECORDS OF BEXAR COUNTY, IN BOOK/ VOLUME _____ ON PAGE _____ IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS _____ DAY OF _____, A.D. 20____.

COUNTY CLERK, BEXAR COUNTY, TEXAS

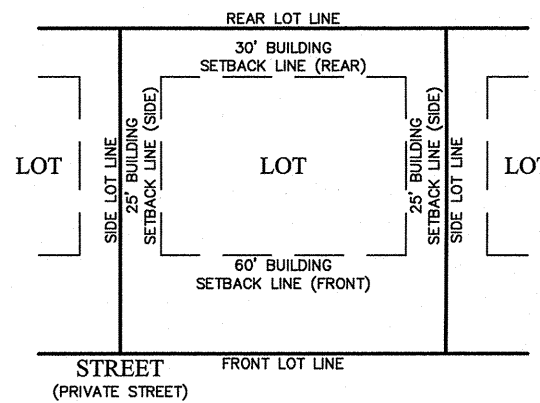
BY: _____, DEPUTY

PLAT NOTES APPLY TO EVERY PAGE
OF THIS MULTIPLE PAGE PLAT

SHEET 4 OF 4



LOCATION MAP
NOT-TO-SCALE



TYPICAL LOT SETBACKS
EXCEPT AS NOTED
NOT-TO-SCALE

WASTEWATER EDU NOTE:

THE NUMBER OF WASTEWATER EQUIVALENT DWELLING UNITS (EDUs) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE AT THE SAN ANTONIO WATER SYSTEM UNDER THE PLAT NUMBER ISSUED BY THE DEVELOPMENT SERVICES DEPARTMENT.

EDU IMPACT FEE PAYMENT NOTE:

WATER AND/OR WASTEWATER IMPACT FEES WERE NOT PAID AT THE TIME OF PLATTING FOR THIS PLAT. ALL IMPACT FEES MUST BE PAID PRIOR TO WATER METER SET AND/OR PRIOR TO THE WASTEWATER SERVICE CONNECTION.

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CERTIFICATION OF CITY'S ENGINEER

THE CITY ENGINEER OF THE CITY OF SHAVANO PARK HEREBY CERTIFIES THAT THIS SUBDIVISION PLAT CONFORMS TO ALL THE SUBDIVISION REGULATIONS OF THE CITY AS TO WHICH HIS APPROVAL IS REQUIRED.

CITY ENGINEER

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COUNTY OF BEXAR

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LICENSED PROFESSIONAL ENGINEER

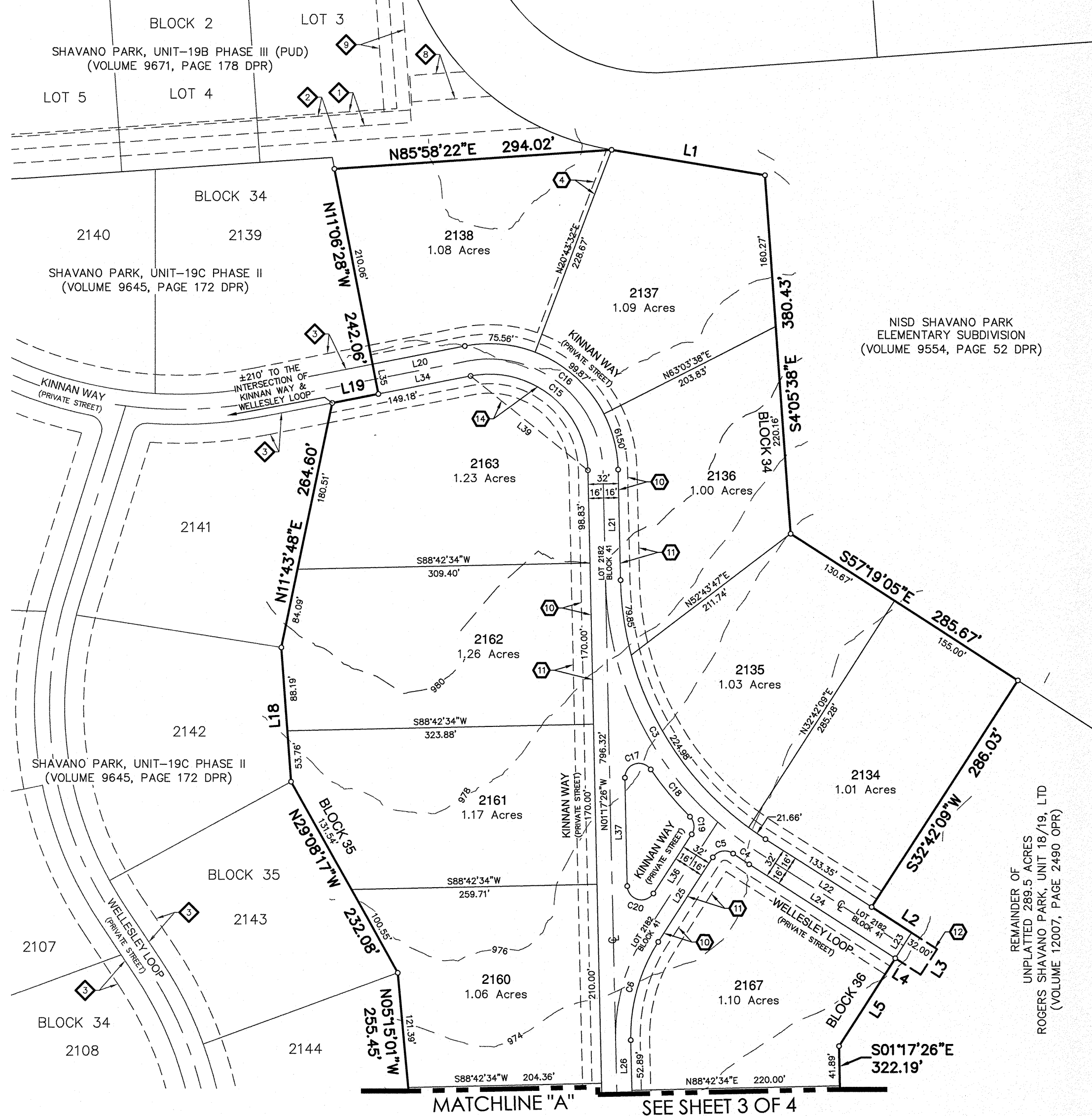
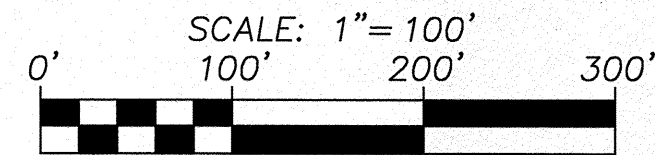
STATE OF TEXAS
COUNTY OF BEXAR

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REGISTERED PROFESSIONAL LAND SURVEYOR

NOTE:
SEE SHEET 1 OF 4 FOR CURVE AND LINE TABLE.



NISD SHAVANO PARK
ELEMENTARY SUBDIVISION
(VOLUME 9554, PAGE 52 DPR)

REMAINDER OF
UNPLATTED 288.5 ACRES
ROGERS SHAVANO PARK, UNIT 18/19, LTD
(VOLUME 12007, PAGE 2490 OPR)

MATCHLINE "A" SEE SHEET 3 OF 4

PLAT NOTES APPLY TO EVERY PAGE
OF THIS MULTIPLE PAGE PLAT

SUBDIVISION PLAT
OF
SHAVANO PARK, UNIT-19C PHASE IV (PUD)

A 32.86 ACRE TRACT OF LAND OUT OF THAT 289.5 ACRE TRACT DESCRIBED IN DEED TO ROGERS SHAVANO PARK UNIT 18/19, LTD, RECORDED IN VOLUME 12007, PAGE 2490 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, OUT OF THE WILLIAM HUTCHINGS SURVEY 77, ABSTRACT 336, OUT OF THE JACOB KLAUS SURVEY NO. 78, ABSTRACT 400 AND OUT OF THE COLLIN MCCRAE SURVEY NO. 391, ABSTRACT 482, COUNTY BLOCK 4782, INCLUDING THE REMAINING PORTION OF LOT 129 AND LOT 130 OF SHAVANO PARK SUBDIVISION RECORDED IN VOLUME 2222, PAGE 337 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, OF THE CITY OF SHAVANO PARK, BEXAR COUNTY, TEXAS.



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

DATE OF PREPARATION: August 8, 2017

STATE OF TEXAS
COUNTY OF BEXAR

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LLOYD A. DENTON, JR.
11 LYNN BATTS LANE, SUITE 100
SAN ANTONIO, TEXAS 78218
(210) 828-6131

STATE OF TEXAS
COUNTY OF BEXAR

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DATED: THIS THE _____ DAY OF _____, A.D. 20____.

BY: _____ CHAIRMAN

BY: _____ CITY CLERK

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DATED: THIS _____ DAY OF _____, A.D. 20____.

BY: _____ MAYOR

BY: _____ CITY CLERK

STATE OF TEXAS
COUNTY OF BEXAR

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COUNTY CLERK, BEXAR COUNTY, TEXAS

BY: _____, DEPUTY

SHEET 2 OF 4

CITY COUNCIL STAFF SUMMARY

Meeting Date: February 26, 2017

Agenda item: 6.3

Prepared by: Curtis Leeth

Reviewed by: Bill Hill

AGENDA ITEM DESCRIPTION: Discussion / action – Re-approval of Final Plat establishing Pond Hill East Commercial Subdivision, a 5.48 acre tract of land out of an 86.94 acre tract of land as conveyed to Rogers Shavano Park Unit 18/19, LTD.



Attachments for Reference: 1) N/A

BACKGROUND / HISTORY: This agenda item was contingent upon official release of an easement on the property by TxDOT.

DISCUSSION: As of February 20, 2018 the TxDOT approval of release of the easement has not been received by City staff. Per Planning & Zoning Commission recommendation, City staff pulled this item from the agenda.

COURSES OF ACTION: N/A

FINANCIAL IMPACT: N/A

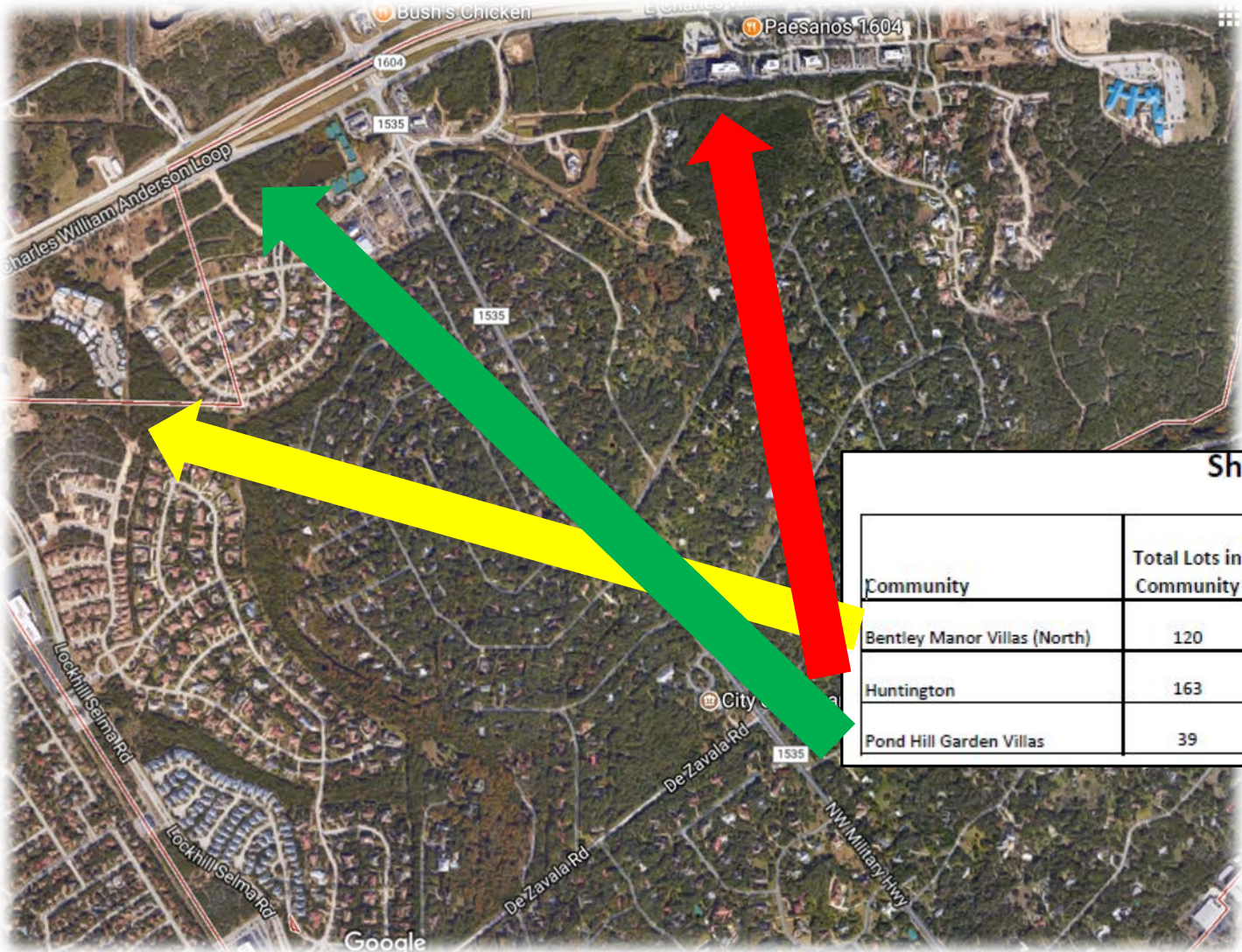
MOTION REQUESTED: N/A



6.1. Presentations – Semi-annual update Shavano Park Commercial and Residential Development - Bitterblue, Inc. / Denton Communities

Development Presentation

Together We Can!



Shavano Park Residential

Community	Total Lots in Community	Lots Developed	Total Lots Closed as of 01.31.18	Lots Available	Total Lots in Next Unit
Bentley Manor Villas (North)	120	120	109	11 - all under contract	0
Huntington	163	104	86	18	27 under construction - 32 future
Pond Hill Garden Villas	39	39	4	4 reserved	21 future

The Garden Villas at Bentley Manor

Together We Can!



Huntington at Shavano Park

Together We Can!



Pond Hill Garden Villas

Together We Can!





SHAVANO

COMMERCIAL

Shavano1604 Corridor
Lockhill-Selma Corridor

Lockhill-Selma Corridor

Together We Can!



Shavano Ridge – DeZavala & Lockhill-Selma

Together We Can!



Shavano Ridge – DeZavala & Lockhill-Selma

Together We Can!



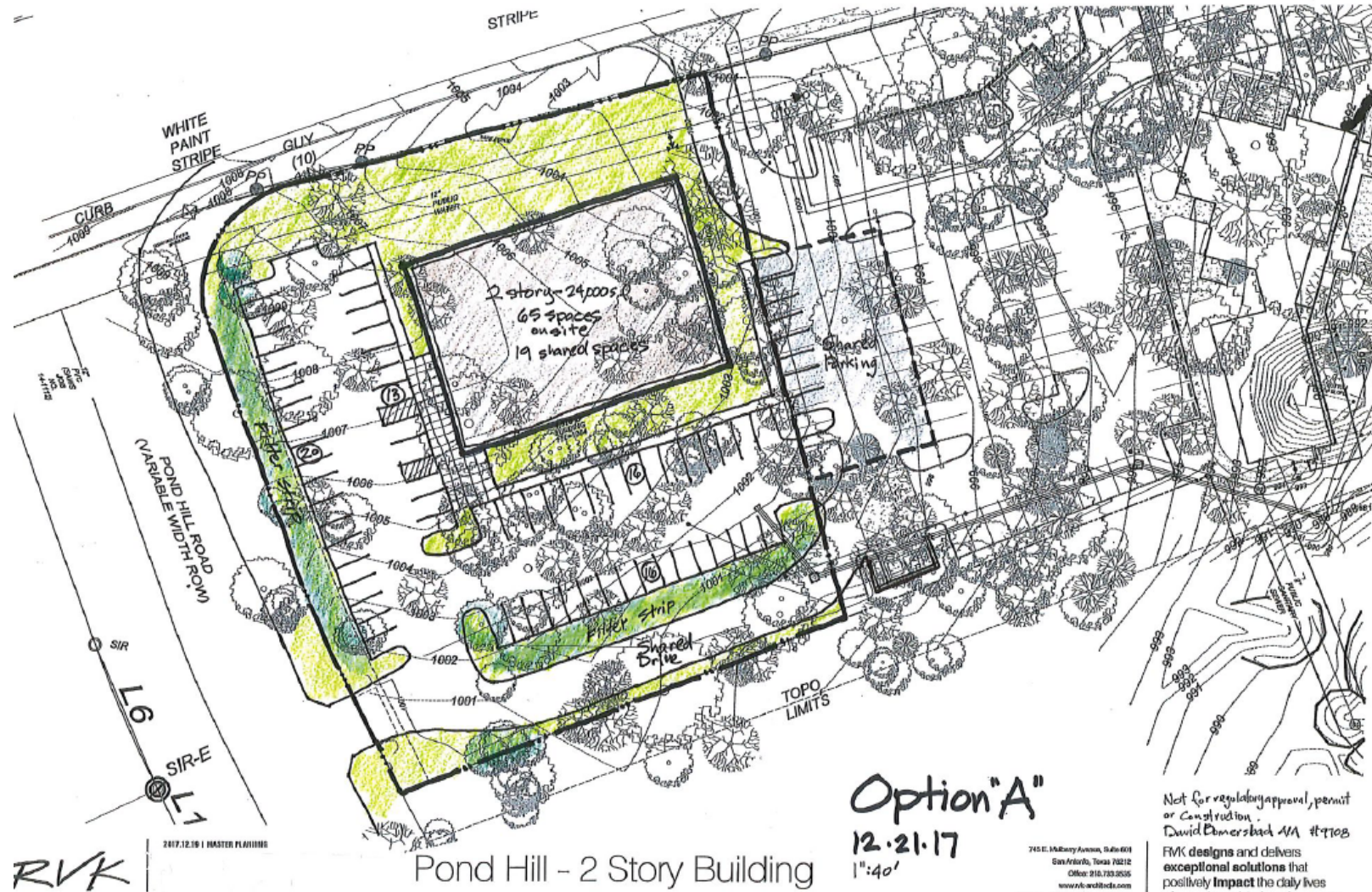
Pond Hill Road West

Together We Can!



Pond Hill Road West

Together We Can!



Pond Hill Road West

Together We Can!



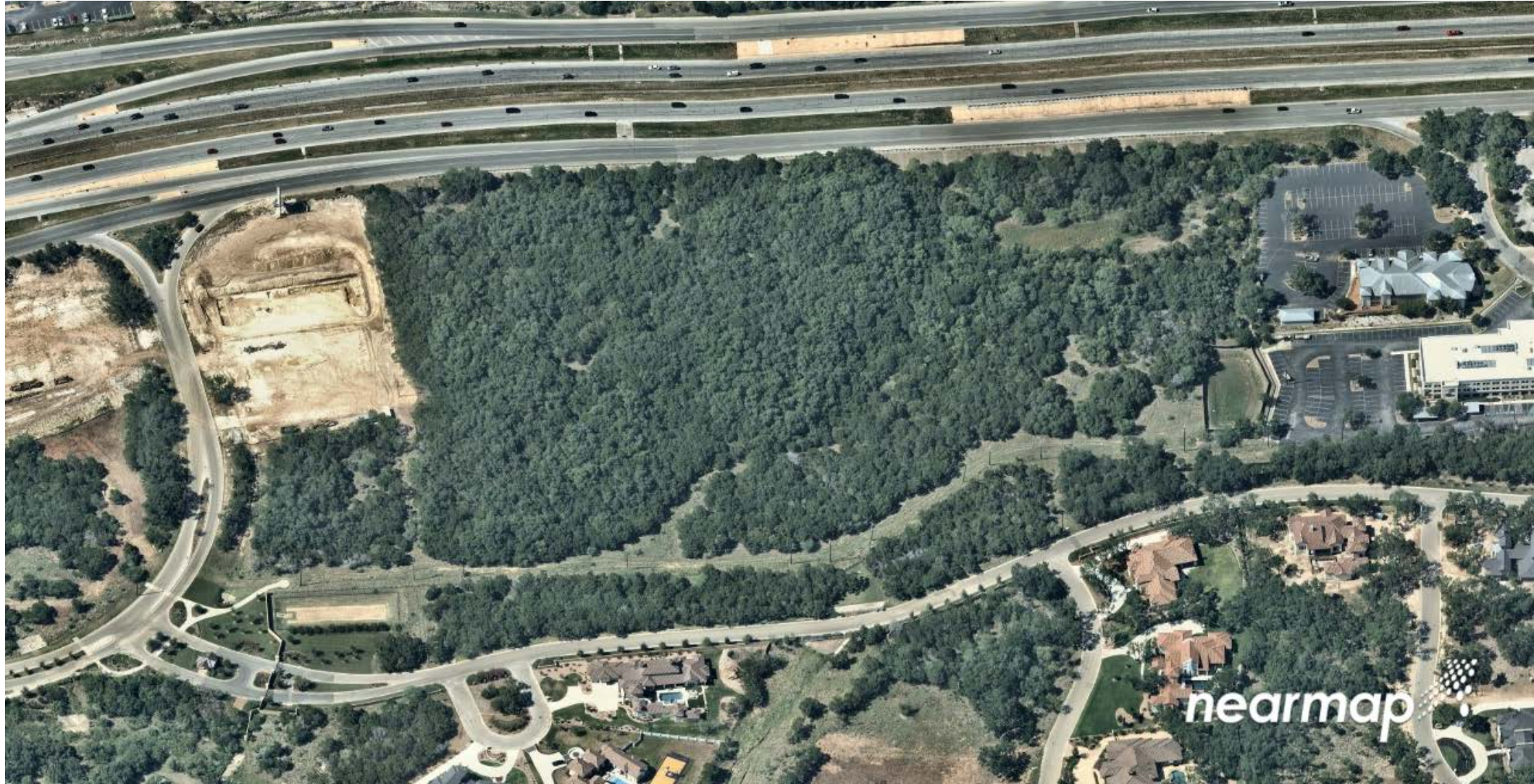
Pond Hill East

Together We Can!



22-Acre Commercial Tract 1604

Together We Can!



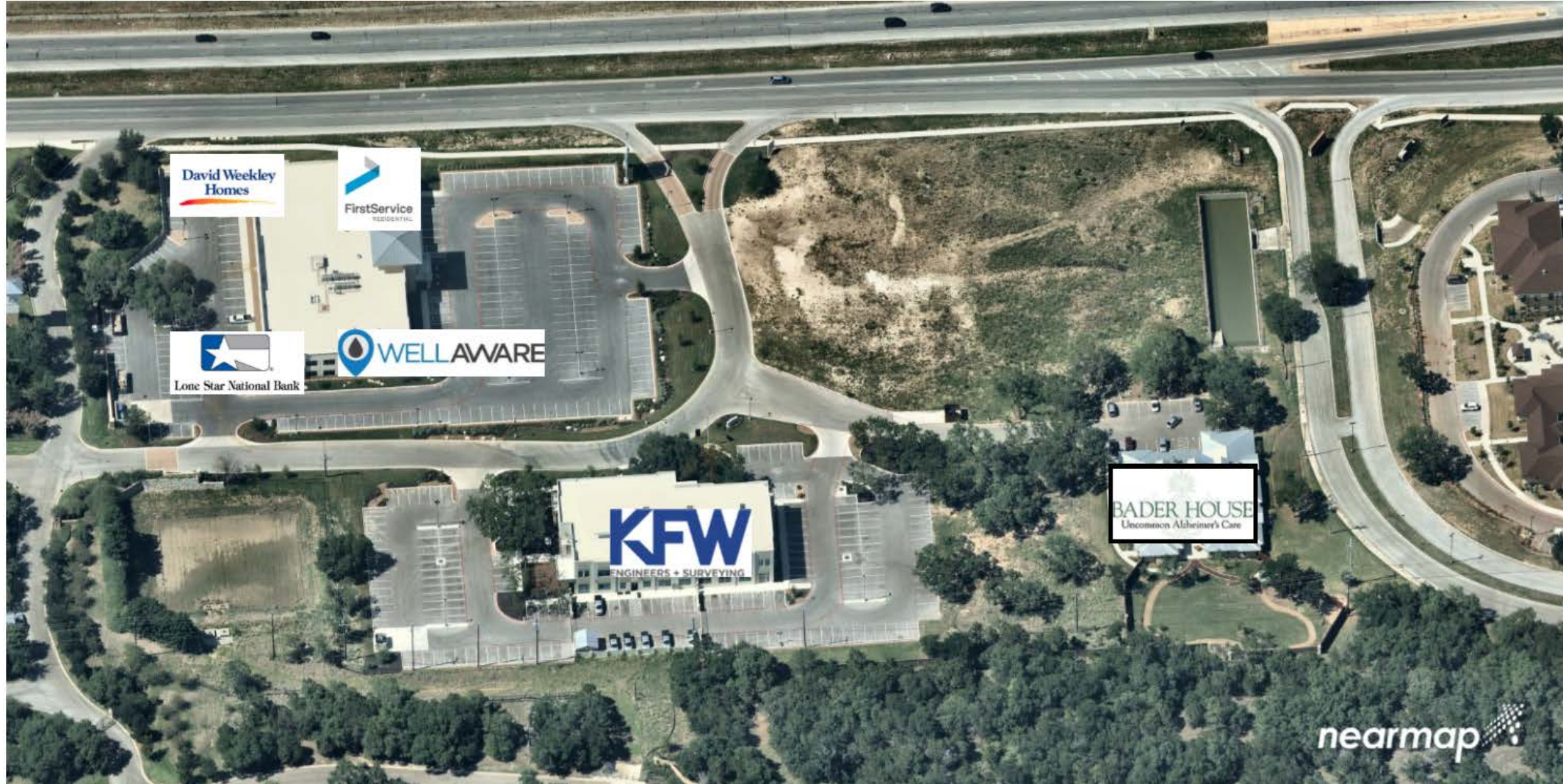
22-Acre Commercial Tract 1604



Together We Can!

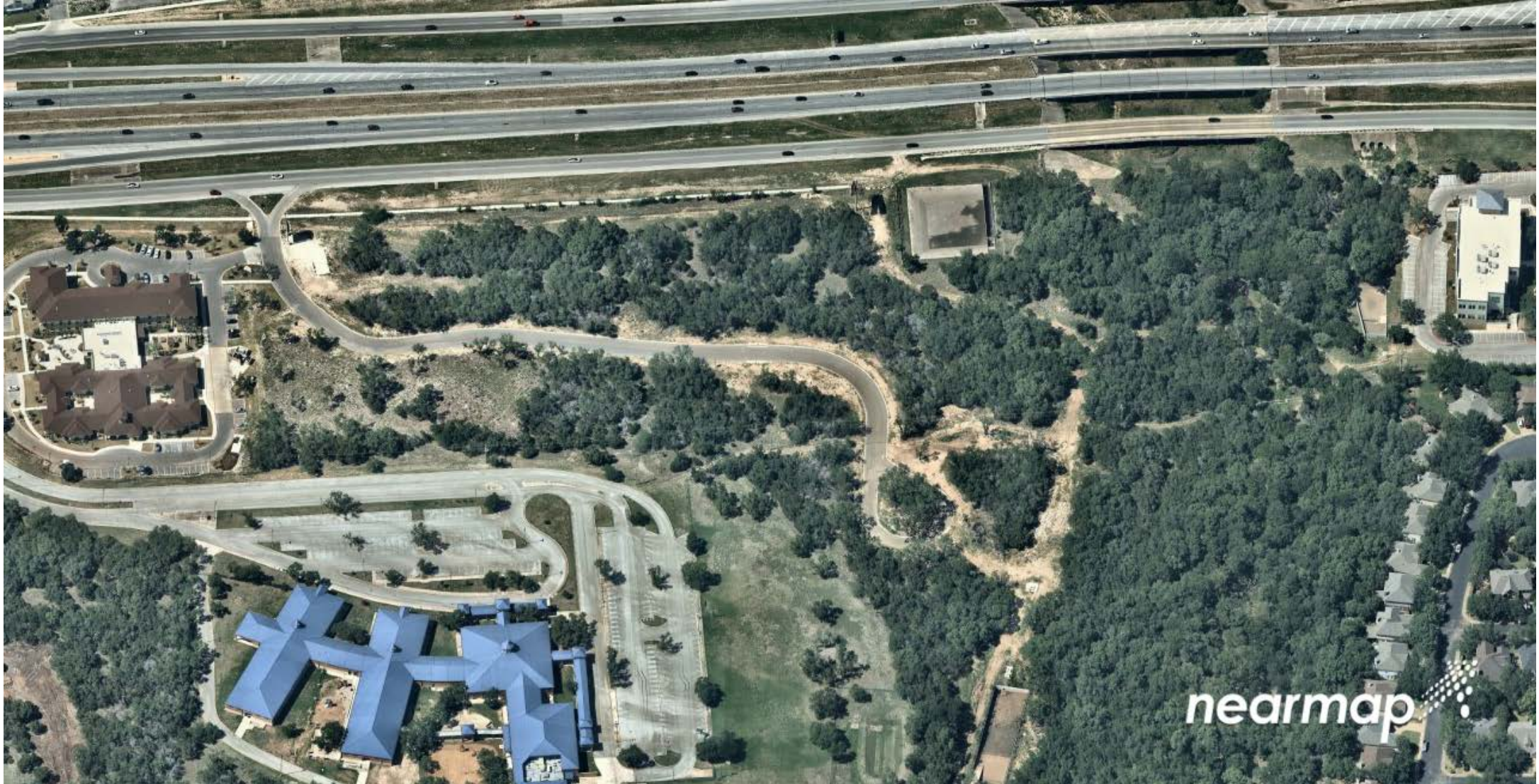






Napier Park

Together We Can!





Napier Park

Together We Can!



Near Shavano – Inwood Commercial

Together We Can!



02/20/2018

Near Shavano – Inwood Commercial

Together We Can!



THE CREST AT INWOOD
PROPOSED DEVELOPMENT
SAN ANTONIO, TEXAS

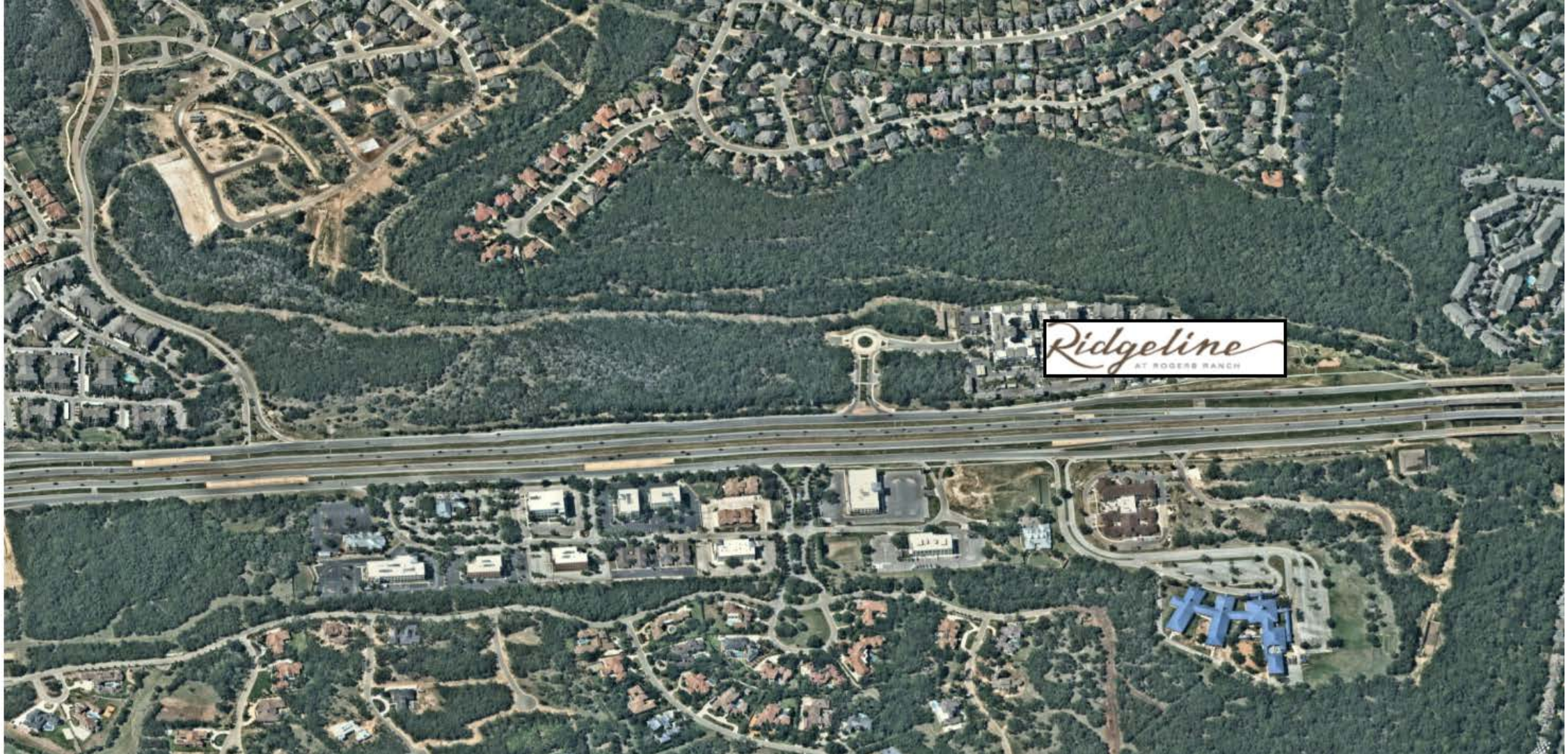
GRAPHIC REPRESENTATION ONLY/NOT FOR CONSTRUCTION
 Building, landscape, and site furnishing images are a graphic
 representation of the design intent. This may not reflect all variations
 in color, materials, construction that may occur due to local
 material differences, and final design detailing. Landscaping
 shown is preliminary and does not reflect the final landscaping
 design that conforms with local code.

9639 McCULLOUGH AVE. PH. 210.340.2400
 SAN ANTONIO, TEXAS 78216 FAX. 210.340.2449
 PROJECT NO. 2016127 DATE: 01/25/2017 ARCHITECTS

Mdn

Rogers Ranch

Together We Can!



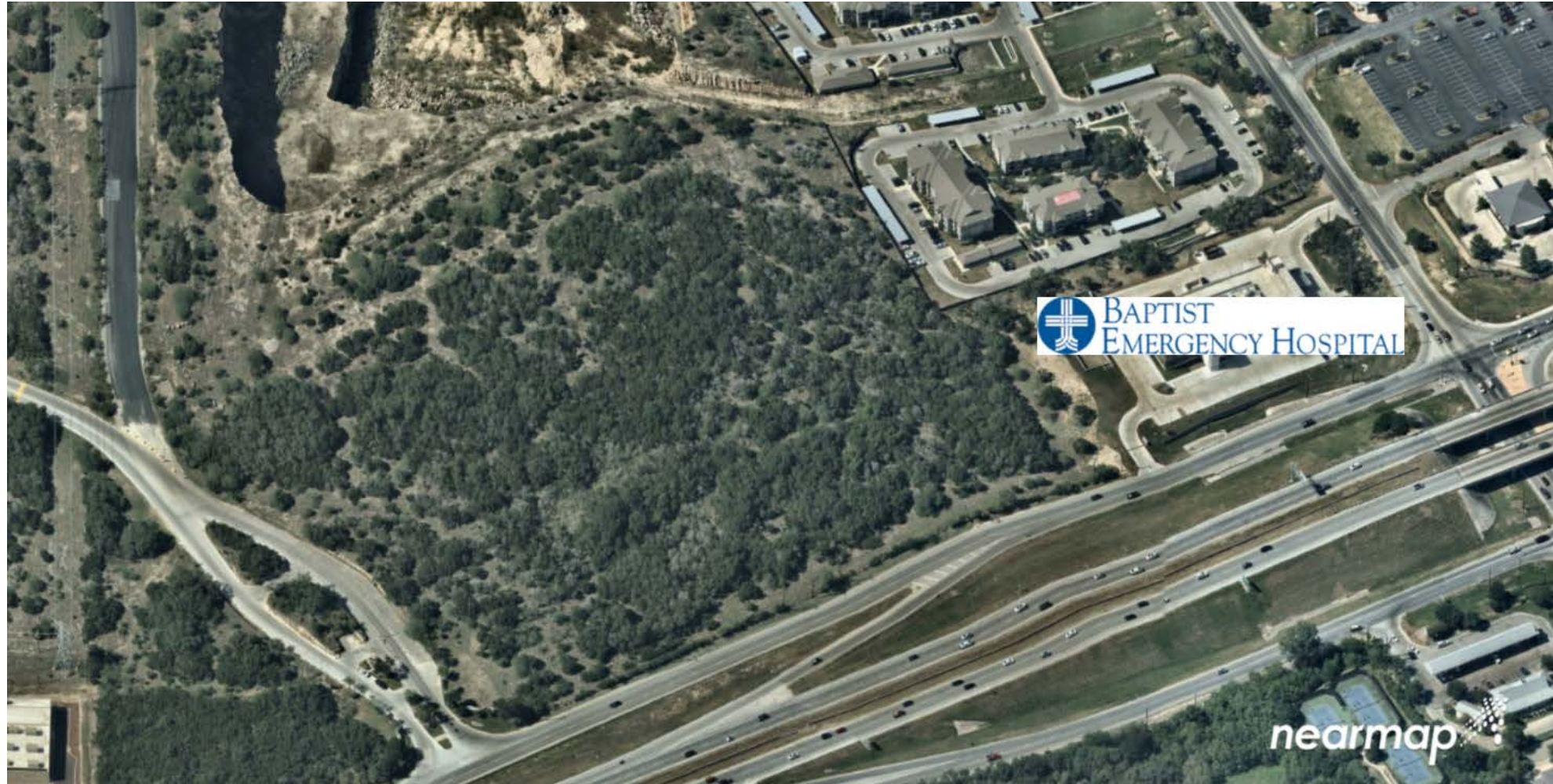
Rogers Ranch

Together We Can!



North of Loop 1604 & NW Military

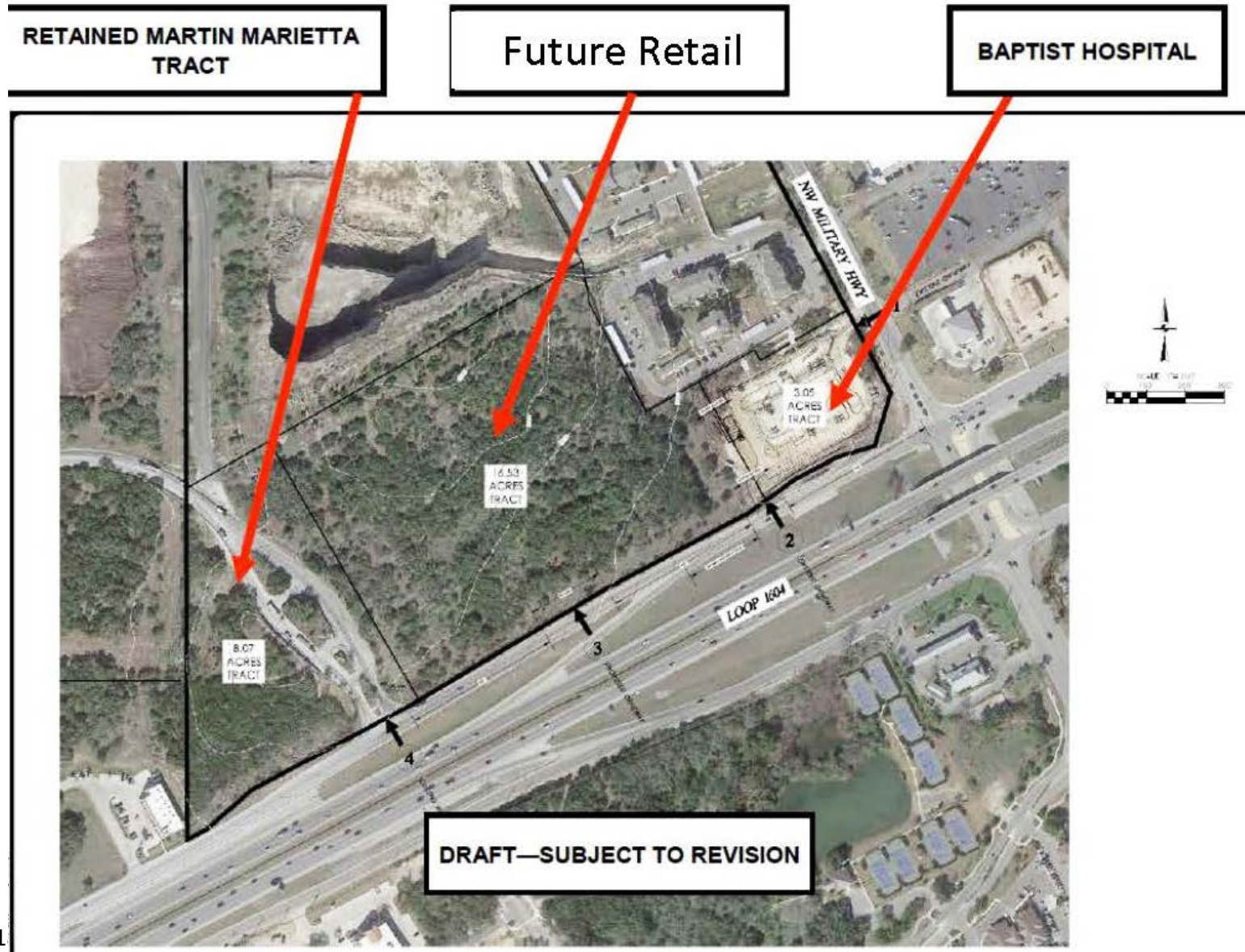
Together We Can!



North West Corner – 1604 & NW Military



Together We Can!





**THANK YOU FOR YOUR
CONTINUED SUPPORT**

CITY COUNCIL STAFF SUMMARY

Meeting Date: February 26, 2017

Agenda item: 6.5

Prepared by: Curtis Leeth

Reviewed by: Bill Hill

AGENDA ITEM DESCRIPTION: Presentation / discussion - Upgrades to the City Hall Chamber audio and video capabilities - Assistant to City Manager



Attachments for Reference: 1) N/A

BACKGROUND / HISTORY: At the July 24, 2017 City Council meeting, City Council approved R-2017-009 and with it City's Communications Strategy. The Communications Strategy includes the City building for the eventual implementation of a Public Access Channel.

In the FY2017-18 Budget, Council approved using \$36,000 of PEG funds to upgrade of the audio visual infrastructure of the City Hall Council Chambers to support the implementation of a Public Access Channel.

On November 27, 2017 City Council approved Multimedia Specialties for upgrade of the audio visual infrastructure of the City Hall Council Chambers to support the implementation of the Public Access Channel.

DISCUSSION: The purpose of this discussion is to provide Council and the Citizens with a summary of recent improvements. The audio-visual overhaul provides the City with the following upgrades:

- New brighter, sharper projector image on a dedicated projector screen
- New speakers and speaker layout for improved audio clarity and quality
- New monitors behind Council dais for viewing of presentation materials
- Dedicated video capture device instead of using laptop for both presentation and recording
- Video recording software creates both a primary video and a backup video
- Ability to incorporate presentation materials into video recordings; ability to set overlays in videos such as City logo
- New audio mixer with 24 channels and additional microphones to ensure all speakers have a microphone during P&Z meetings and City Council workshops
- Touchscreen control of the entire audio system and projector
- "Boom" microphones with microphone stands to be used during Town Hall type events

The video camera and microphones were not upgraded. The video camera was purchased in 2014 and the microphones are high quality Shure brand devices.

The new system is fully operational for this February meeting, but was not for January 22 meeting. Delays in production and shipping of the new audio mixer meant the additional microphones were not ready in January. In addition staff spent significant time working with representatives from the manufacturer (Tekvox) of the new dedicated video capture device to resolve their software's problems recording the videos. The manufacturer issued a software update to resolve the problems that arose recording the January 22 meeting.

The new system also resolves the video corruption and video / audio lag from summer and fall 2017 caused by the current laptop and software having a harder time handling the video recording and presentation materials simultaneously.

The discussion will highlight these improvements and demonstrate as appropriate.

COURSES OF ACTION: N/A

FINANCIAL IMPACT: N/A

MOTION REQUESTED: N/A

CITY COUNCIL STAFF SUMMARY

Meeting Date: February 26, 2018

Agenda item: 6.6

Prepared by: Curtis Leeth

Reviewed by: Bill Hill

AGENDA ITEM DESCRIPTION: Discussion / action - Approval of Electronic Marquee Sign selecting bid – Asst to City Manager

☒

Attachments for Reference:

- 1) Apex Signs Video Demo
- 2) 6.6b Bid Specs Sheet
- 3) 6.6c Apex Signs Bid
- 4) 6.6d Alamo Sign Solutions Bid
- 5) 6.6e Hardman Signs Bid
- 6) 6.6f Keller Signs Bid

BACKGROUND / HISTORY: An electronic Message Board will provide significant advantages and efficiencies in the City's effort to communicate and inform our residents of the activities, events, and important messages. The current system is antiquated and cumbersome. City Council budgeted for the electronic message board in the FY 2017-18 budget.

January 10 and 11 City staff contacted 4 companies to collect bids for an electronic message board (EMB) on the City's marquee in front of City Hall with the specifications seen in attachment 6.6a.

All four companies submitted bids before February 2. Their bids are attachments 6.6b – e.

DISCUSSION: The four company bids are summarized here:

Company	Board Size	Resolution	RGB Color Display	Wireless Control	Remove Existing	Warranty	Price
Apex Sign	3'11" x 7'10"	16mm	Yes	Cellular & ME pro	Yes	7 1/2 Years	\$ 16,170.00
Alamo Sign	4' x 7'	16mm	Yes	Cellular & Ignite Graphics	Yes	5 Years	\$ 19,092.32
Hardman Signs	4'1" x 7'9"	16mm	Yes	no info	No	no info	\$ 26,680.56
Keller Signs	3'8"x6'9"	15.85mm	Yes	Cellular & no software info	No	5 Yrs parts, 1 Yr labor	\$ 19,147.00

Apex Signs provides an electronic message board with requested size, resolution and color display with wireless control through cellular access and ME pro software installed on a City computer. Apex signs bid also includes removing and disposing of the old sign face and the longest warranty of all the companies for the lowest price.

COURSES OF ACTION: Approve Apex Signs for reward of Electronic Marquee Sign project for total of \$16,170 or alternatively choose another company or decline and provide further guidance to staff.

FINANCIAL IMPACT: \$16,170

MOTION REQUESTED: Approved Apex Signs for reward of Electronic Marquee Sign project for total of \$16,170.



Electronic Message Board Project

Bid Specifications

Project Description: Replace existing single face manual message board with a single face digital display / message board.

Project Specific Requests:

Bids are to include the following specifications for this project:

1. 4' x 7' sign face
2. RGB display (16 bit)
3. Prices for 16mm and 19mm Resolutions
4. Wireless control of message board
5. Remove & dispose of existing manual board from monument base

Bid should include expected annual maintenance requirements.

Bid should include details on how wireless control of the message board via software or web portal will be achieved.

Electricity connection will be provided by the City.



Billing Address:

City of Shavano Park

900 Saddletree Ct
Shavano Park, TX 78231-1523
US
Phone: 210492-2841 Fax:

Install Location:

City of Shavano Park

900 Saddletree Ct
Shavano Park, TX 78231-1523
US
Phone: 210492-2841 Fax:

Project ID: 111460

Customer ID: 103890

Salesperson: Greg Odel Burkett

Quote Date: January 31, 2018

Payment Terms: 50% Down / Net 30

Quote #: 18031

<u>No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1	City of Shavano Park EMB Message Sign	1	\$ 14,275.00	\$ 14,275.00

3' 11 1/4" x 7'10 1/2" Single Sided Optec Full Color RGB message center sign Model "Intelligent-M2 16mm 75x150, 9 lines 25 characters with wireless cell modem communication. Software is ME pro plus with 5 year software upgrades included along with webinar software training.

Comes with best warranty in the industry, 7 1/2 year parts and field labor warranty direct with Optec.
Computer not included in price.

THIS PRICE WILL BE HONORED FOR 30 DAYS ONLY AND SUBJECT TO CHANGE AFTER THAT.

<u>No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
2	City of Shavano Park Installation	1	\$ 1,895.00	\$ 1,895.00

Remove existing single face manual reader board sign from rock monument base and dispose of.
Install new single face electronic message center sign on rock base and hook up sign to electrical service provided by customers electrician as needed.

<u>No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
3	City of Shavano Park Permits	1	\$ 0.00	\$ 0.00

Permits will be billed as required on final invoice based on actual cost plus acquisition fees.

<u>No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
4	Sales Tax	1	\$ 0.00	\$ 1,335.00

Sales tax is an estimated amount only. Actual sales tax will be applied to all applicable items at the time of final invoice based on all state and local tax requirements.

Estimated Taxes: \$0.00
SubTotal: \$17,505.00
Total: \$17,505.00



Billing Address:

City of Shavano Park

900 Saddletree Ct
Shavano Park, TX 78231-1523
US
Phone: 210492-2841 Fax:

Install Location:

City of Shavano Park

900 Saddletree Ct
Shavano Park, TX 78231-1523
US
Phone: 210492-2841 Fax:

Project ID: 111460

Quote Date: January 31, 2018

Customer ID: 103890

Payment Terms: 50% Down / Net 30

Salesperson: Greg Odel Burkett

Quote #: 18031

TERMS OF THIS CONTRACT

- 1. Electrical** - Electrical power, if required, shall be furnished to sign location by customer. Any additional electrical or engineering work to be done to accomplish this shall be customer's responsibility, and customer will reimburse Southwest Signs, for any time and materials supplied for that purpose.
- 2. Permits** - Any permit(s) required for this project will be secured by Southwest Signs and charged to the customer. If governmental entities will not permit this project as planned, customer agrees that the signage proposed will be modified to comply with governmental regulations. If this modified signage is less expensive Southwest Signs will adjust its price accordingly, and customer agrees to pay any additional cost if the modified project is more expensive.
- 3. Site Preparation** - Customer shall be responsible for site preparation and access to site by Southwest Signs and/or its subcontractors. Manufacturing and installation will be done during normal business hours and installer/subcontractors for Southwest Signs shall be provided by customer with sufficient and easy access to the installation site(s) and customer shall insure that site(s) shall be free of surface and sub-surface obstructions. In the event that rock or other obstructions are encountered, there will be additional charges to the customer in the event that blasting, jack hammering or extra equipment and/or time is required to prepare the site for installation.
- 4. Ownership** - All signage shall remain personal property and shall not become a fixture to real property until such time as Southwest Signs is paid in full for all sums owed to it by customer. Ownership of all signage shall likewise not transfer to customer until Southwest Signs is paid in full, and customer hereby grants Southwest Signs a lien and the unconditional right to repossess its signage for cause until such time as Southwest Signs is paid in full.
- 5. Warranties** - All signage work shall come with Southwest Sign's 90 day warranty for workmanship, ballasts and transformers. THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, IMPLIED WARRANTIES AND OF FITNESS ARE EXCLUDED FROM THIS TRANSACTION. If anyone other than Southwest Signs or its agents works on the signage, all warranties are void. If there is a default in payment to Southwest Signs by customer, all warranties are void.
- 6. Jurisdiction and Venue** - This Proposal (contract) shall be governed by the laws of the State of Texas. Personal and Subject Matter Jurisdiction and venue for any legal actions arising out of this contract shall be in the County or Circuit Courts of Bexar County, Texas.
- 7. Insurance** - Risk of loss for all signage shall shift to customer upon delivery of signage to site(s). Therefore, customer shall maintain sufficient insurance, including, but not limited to, fire, windstorm, liability, and casualty, on the signage once it arrives. Southwest Signs will insure that its workers are all covered by workers compensation coverage.
- 8. Additional Work** - Any Desired additional work or modifications to the proposed work (as set forth herein) shall be specified in writing by the customer, which agrees to pay Southwest Signs for any such additional work which results in additional materials and/or time being expended by Southwest Signs. If cranes or other specialized lift equipment are required an additional charge will be incurred, for which customer shall be responsible.
- 9. Payment** - 50% Down - Balance Due Upon Completion
- 10. Financial Penalty** - Any payment due for work completed and not paid for within 30 days, or subject to more than a 10% retainage amount, shall accrue interest at the rate of 1.5% per month. Time is of the essence regarding payments to be made to Southwest Signs.
- 11. Notices and Acts of God** - All notices hereunder shall be made to the addresses listed above, and each party has a duty to advise the other of any change of address. Southwest Signs will not be responsible for delays caused by strikes, accidents, weather, or delays beyond its control.
- 12. Costs of Collection** - Southwest Signs shall be entitled to recover all costs of collection, including reasonable attorney's fees, regardless of whether incurred through demand, trial, appeal, or otherwise, from customer if any payment is not made when due.
- 13. Changes to Terms** - Any changes to these aforesaid terms shall not be effective unless agreed upon in a writing signed by the parties. If a customer remits a purchase order, which contains any terms in variance to the terms herein, this Proposal shall supersede any conflicting terms. By signing this Proposal, customer confirms that the customer has read and agrees with all terms as set forth herein and that this Proposal contains the entire agreement between the parties.
- 14. No Waiver and Severability** - The failure of either party to insist on strict performance of any term herein shall not be considered as a waiver of any right contained herein. If a court of competent jurisdiction voids any provision in this Proposal, the other terms shall remain in full force and effect.
- 15. Contract Interpretation** - Plain meaning shall be given to the terms of this Proposal. Each side acknowledges having a role in the agreements contained herein, and the terms of this Proposal shall NOT be strictly construed against either party because of its role in the drafting of it.

License Number: 18027 Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711,
1-800-803-9202, 512-463-6599; website: www.tdlr.texas.gov

ACCEPTANCE OF CUSTOMER ORDER

The above prices, specification, and conditions are hereby accepted, you are authorized to do the work as specified. Payment will be made as outlined above. NOTE: PRICES INCLUDED HEREIN ARE SUBJECT TO CHANGE IF NOT ACCEPTED WITHIN 30 DAYS.

SIGN NAME HERE: _____ DATE: _____

PRINT NAME HERE: _____

ALAMO SIGN SOLUTIONS, LLC.

13106 Lookout Run, Suite B
 San Antonio, Texas 78233
 www.alamosignsolutions.com
 210-310-6565 f 210-646-6175

Q U O T E

Number AAAQ1748

Date Jan 16, 2018

Sold To

City of Shavano Park
 Curtis Leeth
 900 Saddletree Court
 Shavano Park, Texas 78231
 USA

Phone 210.816.6819
Fax

Ship To

City of Shavano Park
 Curtis Leeth
 900 Saddletree Court
 Shavano Park, Texas 78231
 USA

Phone 210.816.6819
Fax

PLEASE ASK ME HOW LEASING OPTIONS WORK FOR YOUR BUSINESS...INCREASE TRAFFIC TO YOUR DOOR!

Salesperson	P.O. Number	Ship Via	Terms
James		Best Way	50% Dep / Bal. On Install

Line	Qty	Description	Unit Price	Ext. Price
1		Watchfire Outdoor Digital Display		
2	1	Display Specifications: Pixel Pitch W16mm Color Pixel Matrix: 72 X 126 Cabinet Size: 4ft 5in H x 7ft 3in L x 5in D Viewing Area: 4ft H x 7ft L Cabinet Style: Single Face Signpak (Slim) Character Size: 8 lines / 25 Characters at a 4" type. Approx. Weight: 414 Lbs. Warranty: Standard 5 Year Watchfire warranty applies. Electrical Service: 120.00 VOLT 8.00 AMP Single Phase Service. Based on 18.00 hours of operation a day, plus or minus 10% depending on how the sign is programmed. Example: 5 KWHrs a day x \$0.07 = 0.35/Day Standard Features: Color: LED RGB Color Capability: Min. 18.0 Quadrillion Viewing Angles: 140 Horiz/70 Vert Video: Plays prerecorded clips up to 30FPS;Imports Windows Video (AVI);Animated Text & graphics Brightness: Day 10000 NITs ;Night 750 NITs		
3		Software		
4	1	Ignite Graphics Software Package Video:.....plays prerecorded clips 30FPS Imports Windows Video (AVI) Animated Text & graphics * Schedule Messages up to 1yr in Advance * Create Logos, Graphics & Animations * Over 1000 preloaded graphics and AVI files		

Continued On Next Page ...

All final invoices are subject to local sales tax and fuel surcharge. All estimates are based on all signs being ready at the same time, otherwise, an extra trip charge will be assessed for each trip. Master Sign Electrician License #19473 Electrical Sign Contractor License #18700. TDLR contact information at (512) 463-6599 or toll-free (in Texas) (800) 803-9202.



Line	Qty	Description	Unit Price	Ext. Price
5		Communications		
6	1	4G Wireless w/ Life-of-sign Cellular Data Plan		
7		Service & Support		
8	1	Alamo LED's Ready-Set-Go Service READY ** Project Management services to make sure all of the details are covered SET ** Step by Step assistance to ensure that your display is installed and functioning properly ** Software training so you are comfortable with creating and sending messages GO ** Your first message is created by our graphic design department so your display will stand out right from the start		
9		Installation / Engineering		
10	1	Receive & Inspect LED Sign Mfg. Frame for LED Remove Existing Sign Install LED sign on existing structure Install Software on Computer (customer provided) Install Communications Train Staff on Software		
11	1	Permit Acquisition / Permit @ Cost		
12	1	Annual Maintenance - If needed		
13	1	Shipping / Crating		

Installer: Henry Uriegas Master Electrician License # 19473

CONDITIONS AND LIMITATIONS:

1. Price is subject to current sales tax unless a tax exempt certificate is presented with the order.
 2. Contract not valid until down payment is received.
 3. An additional charge will be made if rocks or other obstructions are encountered in excavation of foundations.
 4. The purchaser agrees to accept responsibility for any damages incurred beneath the surface where excavation is required.
 5. 120v primary electrical service wires, disconnect switch(es), timers and connection to sign(s) by others at customer's expense. GFI transformers require a designated ground which is supplied by others at customer's expense as specified by the National Electrical Code
- The Above Products Come With The Following Standard Warranties And Services:
- > Lifetime Telephone Technical Support
 - > Lifetime Telephone Software Training
 - > Leasing Terms: 60 Monthly Payments, \$1 Buyout
 - > Industry-Best 5-Year Warranty Covers:
- All Watchfire-Manufactured Electronic Products > All LED Board Assemblies >All Power Supplies
All Embedded Electronic Controls
- > Terms Are 50% Down, Balance Upon Installation
 - > Prices Valid For 30 Days - Prices Based Upon Total Purchase - All Parts Covered By A Limited Factory Warranty - Customer Agrees To Standard Terms And Conditions.
- Only Exceptions Listed Within This Quotation Will Supercede Standard Terms And Conditions.

Signature : _____

Print: _____

SubTotal	\$19,092.32
Tax	\$1,471.99
Shipping	\$0.00
Total	\$20,564.31

All final invoices are subject to local sales tax and fuel surcharge. All estimates are based on all signs being ready at the same time, otherwise, an extra trip charge will be assessed for each trip. Master Sign Electrician License #19473
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 210-310-6565 f 210-646-6175

Q U O T E

Number AAAQ1749

Date Jan 16, 2018

Sold To

City of Shavano Park
 Curtis Leeth
 900 Saddletree Court
 Shavano Park, Texas 78231
 USA

Phone 210.816.6819
Fax

Ship To

City of Shavano Park
 Curtis Leeth
 900 Saddletree Court
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Phone 210.816.6819
Fax

PLEASE ASK ME HOW LEASING OPTIONS WORK FOR YOUR BUSINESS...INCREASE TRAFFIC TO YOUR DOOR!

Salesperson	P.O. Number	Ship Via	Terms
James		Best Way	50% Dep / Bal. On Install

Line	Qty	Description	Unit Price	Ext. Price
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3		Software		
4	1	Ignite Graphics Software Package Video:.....plays prerecorded clips 30FPS Imports Windows Video (AVI) Animated Text & graphics * Schedule Messages up to 1yr in Advance * Create Logos, Graphics & Animations * Over 1000 preloaded graphics and AVI files		

Continued On Next Page ...

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Line	Qty	Description	Unit Price	Ext. Price
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6	1	4G Wireless w/ Life-of-sign Cellular Data Plan		
7		Service & Support		
8	1	Alamo LED's Ready-Set-Go Service READY ** Project Management services to make sure all of the details are covered SET ** Step by Step assistance to ensure that your display is installed and functioning properly ** Software training so you are comfortable with creating and sending messages GO ** Your first message is created by our graphic design department so your display will stand out right from the start		
9		Installation / Engineering		
10	1	Receive & Inspect LED Sign Mfg. Frame for LED Remove Existing Sign Install LED sign on existing structure Install Software on Computer (customer provided) Install Communications Train Staff on Software		
11	1	Permit Acquisition / Permit @ Cost		
12	1	Annual Maintenance - If needed		
13	1	Shipping / Crating		

Installer: Henry Uriegas Master Electrician License # 19473

CONDITIONS AND LIMITATIONS:

1. Price is subject to current sales tax unless a tax exempt certificate is presented with the order.
 2. Contract not valid until down payment is received.
 3. An additional charge will be made if rocks or other obstructions are encountered in excavation of foundations.
 4. The purchaser agrees to accept responsibility for any damages incurred beneath the surface where excavation is required.
 5. 120v primary electrical service wires, disconnect switch(es), timers and connection to sign(s) by others at customer's expense. GFI transformers require a designated ground which is supplied by others at customer's expense as specified by the National Electrical Code
- The Above Products Come With The Following Standard Warranties And Services:
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 - > Leasing Terms: 60 Monthly Payments, \$1 Buyout
 - > Industry-Best 5-Year Warranty Covers:
- All Watchfire-Manufactured Electronic Products > All LED Board Assemblies >All Power Supplies
All Embedded Electronic Controls
- > Terms Are 50% Down, Balance Upon Installation
 - > Prices Valid For 30 Days - Prices Based Upon Total Purchase - All Parts Covered By A Limited Factory Warranty - Customer Agrees To Standard Terms And Conditions.
- Only Exceptions Listed Within This Quotation Will Supercede Standard Terms And Conditions.

Signature : _____

Print: _____

SubTotal	\$18,110.99
Tax	\$1,391.03
Shipping	\$0.00
Total	\$19,502.02

All final invoices are subject to local sales tax and fuel surcharge. All estimates are based on all signs being ready at the same time, otherwise, an extra trip charge will be assessed for each trip. Master Sign Electrician License #19473
Electrical Sign Contractor License #18700. TDLR contact information at (512) 463-6599 or toll-free (in Texas) (800) 803-9202.





HARDMAN SIGNS

ARCHITECTURAL SIGNAGE & GRAPHICS

9980 Bammel N. Houston | Houston, TX 77086
Ph: 713-957-2324 | Fax: 713-957-2119
Website: www.HardmanSigns.com

Proposal

Proposal #	32055
Proposal Date:	1/26/2018

Bill To:
City of Shavano Park 900 Saddletree park Shavano Park, TX, 78231 Curtis Leeth cleeth@shavanopark.org

Ship To:

P.O. NO.	Order By:	Work Order #	Sales Rep	Terms	Project:	
	C. Leeth		SL			
Est. Hours/Qty.	Description				Rate	Total
1	SF - 4'-1" x 7'-9" - LED READER BOARD - 16MM PIXEL PITCH - SINGLE SIDED - 60FPS				24,175.00	24,175.00
1	INSTALL				4,500.00	4,500.00
1	PERMITS				1,200.00	1,200.00
	State Sales Tax				8.25%	1,994.44

	Total	\$31,869.44
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Prices good for 60 days contingent upon specific terms and conditions attached. A signed proposal for the acceptance of work & pricing is required in order to proceed.

50% Deposit required before project enters production. Balance due upon completion.

Pricing submitted based upon normal production time (10 days standard, up to 4-6 weeks for larger orders) Any overtime hours required to meet the client's accelerated completion schedule post signing date may result in additional charges.

Installation fee is based on up to (5) local trips within 50 miles of Hardman Signs or (3) long distance trips greater than 50 miles. Any additional local trips will result in a additional \$1,250 installation fee and long distance trips will result in an additional \$1750.

All technical drawings, including but not limited to maps, site plans, egress routes, etc., to be supplied by customer in vector format or as camera-ready artwork. Additional charges may apply for reproduction of artwork.

SIGNATURE: _____



**P.O. Box 690970
San Antonio, TX 78269**

Phone # 210-695-8767

Fax # 210-695-8760

Web Site kellercustomsigns.com

Date 1/25/2018

Job # 22219

Rep CK

Credit Cards Accepted:

Mastercard American Express
Visa Discover

Quotation and Purchase Contract

Client Billing Information

Job Location

City of Shavano Park
900 Saddletree Court
Shavano Park TX, 78231

Customer Phone
210.477.0950

Customer Fax

City of Shavano Park
900 Saddletree Court
Shavano Park TX 78231

Authorization / P.O.

50% down payment @ contract signing/ 25% when LED is ready
to be shipped/ balance upon day of complit

We Respectfully Submit Specification & Estimates For:

Description	Qty	Rate	Amount
Remove existing marquee sign face and discard. Supply and install (1) Single face 3'-8" X 6'-9" 15.85 mm Digital LED Display. Includes: 5 -year Verizon cellular data plan. 5 -year parts and 1 year labor warranty.	1	19,147.00	19,147.00T
Does not include: running primary power to the sign. Permit Research and Acquisition ***PERMITS TO BE BILLED AT COST ON FINAL INVOICE***	1	200.00	200.00

*Please Make All Checks Payable To: Keller Custom Signs & Designs.
*Out Of State Taxes Are The Responsibility Of The Client.
*Initial Deposit Total Is Required At Time Of Contract Signing.
*Final Balance Total Is Due Upon Installation.
*THIS PROPOSAL MAY BE WITHDRAWN BY KELLER CUSTOM SIGNS IF PROPOSAL, DEPOSIT, AND FINAL DRAWING NOT ACCEPTED WITHIN 15 DAYS OF PROPOSAL DATE. IF AT ANY TIME THE SCOPE OF WORK CHANGES THE PRICE IS SUBJECT TO CHANGE. *Customer Is To Furnish All Primary Electrical Service (120V UNLESS OTHERWISE AGREED) And Connection To The Sign Including: Timers, Photocells, Switches, And /Or Other Controls Required By Local City Ordinances At Customers Own Expense.
*Installation Portion Of This Estimate Is Based On Adequate Access To Front And Backside Of The Installation Area.
*Installation Above Ceiling Line May Require Roof Repair And Is The Responsibility Of The Client.
*This Proposal Becomes A Contract Upon Acceptance And Subject To All Terms And Conditions.

Subtotal

\$19,347.00

Sales Tax (8.25%)

\$1,579.63

Total Contract

\$20,926.63

This Agreement Is Accepted & Approved By:

Customer Signature _____	Sales Account Rep _____ Date _____
Date _____	KCSD Management Approval _____ Date _____



**P.O. Box 690970
San Antonio, TX 78269**

Phone # 210-695-8767

Fax # 210-695-8760

Web Site kellercustomsigns.com

Date 1/25/2018

Job # 22219A

Rep CK

Credit Cards Accepted:

Mastercard American Express
Visa Discover

Quotation and Purchase Contract

Client Billing Information

Job Location

City of Shavano Park 900 Saddletree Court Shavano Park TX, 78231	Customer Phone 210.477.0950	City of Shavano Park 900 Saddletree Court Shavano Park TX 78231	Authorization / P.O.
	Customer Fax	50% down payment @ contract signing/ 25% when LED is ready to be shipped/ balance upon day of complit	

We Respectfully Submit Specification & Estimates For:

Description	Qty	Rate	Amount
Remove existing marquee sign face and discard. Supply and install (1) Single face 3'-8" X 6'-9" 19mm Digital LED Display. Includes: 5 -year Verizon cellular data plan. 5 -year parts and 1 year labor warranty.	1	18,184.00	18,184.00T
Does not include: running primary power to the sign. Permit Research and Acquisition ***PERMITS TO BE BILLED AT COST ON FINAL INVOICE***	1	200.00	200.00

*Please Make All Checks Payable To: Keller Custom Signs & Designs.
*Out Of State Taxes Are The Responsibility Of The Client.
*Initial Deposit Total Is Required At Time Of Contract Signing.
*Final Balance Total Is Due Upon Installation.
*THIS PROPOSAL MAY BE WITHDRAWN BY KELLER CUSTOM SIGNS IF PROPOSAL, DEPOSIT, AND FINAL DRAWING NOT ACCEPTED WITHIN 15 DAYS OF PROPOSAL DATE. IF AT ANY TIME THE SCOPE OF WORK CHANGES THE PRICE IS SUBJECT TO CHANGE. *Customer Is To Furnish All Primary Electrical Service (120V UNLESS OTHERWISE AGREED) And Connection To The Sign Including: Timers, Photocells, Switches, And /Or Other Controls Required By Local City Ordinances At Customers Own Expense.
*Installation Portion Of This Estimate Is Based On Adequate Access To Front And Backside Of The Installation Area.
*Installation Above Ceiling Line May Require Roof Repair And Is The Responsibility Of The Client.
*This Proposal Becomes A Contract Upon Acceptance And Subject To All Terms And Conditions.

Subtotal	\$18,384.00
Sales Tax (8.25%)	\$1,500.18
Total Contract	\$19,884.18

This Agreement Is Accepted & Approved By:

Customer Signature _____	Sales Account Rep _____ Date _____
Date _____	KCSD Management Approval _____ Date _____

CITY COUNCIL STAFF SUMMARY

Meeting Date: February 26, 2018

Agenda item: 6.7

Prepared by: Curtis Leeth

Reviewed by: Bill Hill

AGENDA ITEM DESCRIPTION: Discussion / action – Approval of additional funding for Household Hazardous Waste collection - City Manager

☒

Attachments for Reference:

1) 6.7a Interlocal Agreement

BACKGROUND / HISTORY: In the recent Garbage & Recycling Survey, several residents asked how and where they could dispose of their household hazardous waste. City staff identified this AACOG grant as an opportunity to provide a HHW collection event service to the residents.

The grant application proposed \$12,000 in funding (with no City matching funds) for a one day collection event at City Hall in April 2018. Stericycle Environmental Solutions, a subcontractor of Republic Services, would handle the collection and disposal of all collected HHW. The \$12,000 funding would allow for approximately two tons (4,000 lbs) of HHW to be collected. Staff believes this is a reasonable goal for the City's first HHW collection event.

At the October 23, 2017 City Council meeting, Council approved Resolution R-2017-019 approving the grant application.

DISCUSSION: AACOG awarded the City a \$6,000 (reimbursement) grant instead of the full amount requested by the City (see attachment 6.7a – Interlocal Agreement). Staff discussions with Stericycle concluded that \$6,000 is insufficient to host a HHW collection event. To achieve the original vision of the HHW collection event an additional \$6,000 in public monies must be added to the budget.

Residents of Shavano do have the option of the Household Hazardous Waste Pickup Program through Bexar County (through Waste Management). This program is free to residents and only requires address verification. Waste Management told staff that there is no limit to the amount of pickups a Shavano resident can request, and no weight limit (within reason) on a request. More about the program: <http://www.bexar.org/533/Household-Hazardous-Waste-Pickup-Program> Another program offered by the City of Antonio CPS allows residents of San Antonio to depose of HHW through the CPS program, but this program is not available to residents of Shavano Park.

There are inherent advantages to providing a HHW collection event. It is likely that many residents who would not normally take advantage of the Bexar County program would take advantage of a City sponsored HHW collection event (as evidenced by the Arbor Day / Earth Day paper, batteries, electronics recycle collection). It is likely that many residents have Hazardous Waste that has been sitting around for years. It would be a goal to minimize the chance that residents would simply discard HHW in the normal trash pick-up.

COURSES OF ACTION: Approve \$12,000 in funding for HHW event (with \$6,000 provided by the City and \$6000 reimbursed by AACOG upon completion of project); or alternatively decline and staff will inform AACOG staff of the City's Council decision to decline to the sign the Interlocal Agreement and the City could compete in future years.

FINANCIAL IMPACT: \$12,000 in total funding, with \$6,000 net expense after reimbursement from AACOG.

MOTION REQUESTED: Approve \$12,000 in funding for HHW event with a \$6,000 total cost.

AACOG Routing Approval Form

Attach electronic signature to certify departmental approval

Originator	Date	Subject	Needed By:
Georgia Zannaras	1/29/2018	Inter Local Agreement for Solid Waste Pass Through grant	2/2/2018

Document Category

- | | | |
|------------------------------------|--|--|
| <input type="checkbox"/> Grant | <input checked="" type="checkbox"/> Interlocal (ILA) | <input type="checkbox"/> Request for Application |
| | <input type="checkbox"/> Vendor Services | <input type="checkbox"/> Request for Proposal |
| | <input type="checkbox"/> Instructor | <input type="checkbox"/> Request for Information |
| <input type="checkbox"/> Amendment | <input type="checkbox"/> Consultant | <input type="checkbox"/> MOU |
| | <input type="checkbox"/> | |

Attachment Description

Please review the attached interlocal for approval.

Recommendation:

Executive Directors Signature.

Required Attachments

- | | |
|--|--|
| <input type="checkbox"/> Board Documentation | <input type="checkbox"/> Contracting party emails(s) |
| <input type="checkbox"/> SAMS and State debarment research | <input type="checkbox"/> |
| <input type="checkbox"/> Budget | |

Approval Routing: Signature

Debbie Ugarte, Contract
Administrator

Debbie Ugarte

2/2/2018

I certify that the Vendor/Contractor in the attached contract is currently free from State and Federal debarment.

Gloria Vasquez,
Program Director

Gloria Vasquez

2/2/2018

Stella Garcia,
Senior Director

Stella Garcia

2/2/2018

Julio Elizondo
Budget Officer

Julio Elizondo

2/2/2018

Clifford Herberg
General Counsel

Clifford C. Herberg

2/2/2018

Please contact Contracts Administrator with questions at contractsub@aacog.com

Rev 05/2016



January 30, 2018

Curtis Leeth
City of Shavano Park; Assistant City Manager
900 Saddletree Court
Shavano Park, TX 78231

Subject: Contract #18-18-07 Performing Agency Email: cleeth@shavanopark.org

Dear Mr. Leeth:

I am pleased to announce that the proposal you submitted in response to the Alamo Area Council of Governments' (AACOG) FY 2018-19 Municipal Solid Waste Pass-Through Grants Request for Applications was chosen for funding.

1. Sign contract on **page 2 – Performing Agency**
2. Fill in the information and sign **Attachment F, Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts and Grants (pages 66-68 of your contract)**;
3. Fill in the information and sign **Attachment G, Audit Certification Form (page 69 of your contract)**;
4. Attach the required information on **Attachment H, Certification of Insurance (page 70 of your contract)**;
5. Fill in the information and sign **Attachment I, Purchasing Policy Forms (page 71 of your contract)**;
6. Read and Review **Attachment J, Compliance Tools for Applicable Statutes and Regulations (last six pages of contract)**

Return a copy back to AACOG, Attn: Dr. Georgia Zannaras. When it is signed a fully executed copy will be returned to you. You may not begin purchasing items for your grant until you receive your fully executed contract.

PLEASE NOTE: All purchases must be preapproved by AACOG; all contracts for services (HHW, etc) must be preapproved by AACOG. Copies of quotes/bids must be sent to AACOG. If you have any questions please contact me at (210)362-5287.

We look forward to working with you on these projects.

Sincerely yours,


Dr. Georgia Zannaras
Resource Recovery Manager

GZ: sns

**ALAMO AREA COUNCIL OF GOVERNEMENTS SOLID WASTE
INTERLOCAL AGREEMENT**

**THE STATE OF TEXAS
COUNTY OF BEXAR**

THIS INTERLOCAL AGREEMENT (this "Agreement") is entered into by and between the State of Texas governmental entities shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

I. Contracting Parties

The Receiving Agency: Alamo Area Council of Governments (AACOG)

The Performing Agency: City of Shavano Park (PERFORMING AGENCY)
Grant Number- 18-18-07

II. Statement of Services to be Performed: See Special Contract Provisions, Attachment A, Article 2; and Attachment B.

III. Basis for Calculating Reimbursable Costs

Actual Cost Reimbursement as documented by invoicing and proof of payment and submitted on forms in Attachment E.

IV. Agreement Amount

The total dollar amount of this Agreement shall not exceed \$6,000.00.

V. Payment for Services

The Performing Agency must submit a completed request for reimbursement found in Attachment E. The Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers or authorized Purchase Orders drawn by the Receiving Agency payable to the Performing Agency.

Checks/payments should be made payable and mailed to:

**CITY OF SHAVANO PARK
900 SADDLETREE COURT
SHAVANO PARK, TX 78231**

Request for Reimbursement shall be sent to:

**DR. GEORGIA ZANNARAS
RESORE RECOVERY MANAGER
ALAMO AREA COUNCIL OF GOVERNMENTS
8700 TESORO DRIVE, SUITE160
SAN ANTONIO, TX 78217-6628**

VI. Term and Termination

This Agreement shall begin on the day of full execution and shall, unless as otherwise provided for herein, terminate on October 31, 2018. Reporting requirements extend beyond the termination date. See special contract provisions, Attachment A, article 1.

VII. Certifications

The undersigned Contracting Parties do hereby certify that each is authorized to perform the services required by this Agreement and that such services further a governmental function of Receiving Agency. Payment for the services performed by the Performing Agency will be made from current revenues available to the Receiving Agency.

The Texas Commission on Environmental Quality (TCEQ) has certified that it has the authority to contract with the Alamo Area Council of Governments (AACOG) by authority granted in the Current Appropriations; Texas Water Code, section 5.229 and Texas Health and Safety Code, Chapter 371. Funds for this subcontract are provided from the Solid Waste Disposal and Transportation Fees.

This Solid Waste Interlocal Agreement is entered into by and between the parties named below. Neither the TCEQ nor the State of Texas is a party to this agreement.

Receiving Agency		Performing Agency	
Name: Diane Rath		Name:	
Title: Executive Director		Title:	
Signature: <i>Diane Rath</i>		Signature:	
Date: 2/2/2018		Date:	

**Alamo Area Council of Governments
Solid Waste Interlocal Agreement
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**Alamo Area Council of Governments
Solid Waste Interlocal Agreement
SPECIAL CONTRACT PROVISIONS
Attachment A**

Article 1. Period of Performance

The period of work performance of this Solid Waste Interlocal Agreement (hereafter, the Contract) begins on **the date of full execution, and ends on October 31, 2018**. Final spending on this Interlocal Agreement ends **October 31, 2018**. Final reporting on this Interlocal Agreement ends **August 20, 2019**. A required one year follow up report must be submitted by **August 20, 2020**.

Article 2. Scope of Services

All parties agree that the PERFORMING AGENCY, in consideration of compensation hereinafter described, shall provide as specifically described in the Special Programs Provisions of this Solid Waste Interlocal Contract, an Household Hazardous Waste Collection Event.

The PERFORMING AGENCY agrees to implement the Project according to the agreed upon budget in an amount not to exceed \$ 6,000.00 as detailed in Attachment C, Article 3 of this Contract.

Failure on the part of the PERFORMING AGENCY to comply with the conditions set forth in this Contract shall be a basis for termination of the Contract and/or revocation of any unexpended or inappropriately expended funds.

Article 3. Legal Authority

The PERFORMING AGENCY warrants and assures AACOG that it possess adequate legal authority to enter into this Agreement. The PERFORMING AGENCY's governing body, where applicable, has authorized the signatory official(s) to enter into this Contract and bind the PERFORMING AGENCY to the terms of this Contract and any subsequent amendments hereto. The activities funded under this Contract shall be in accordance with all provisions of this Agreement, all applicable state and local laws, rules, regulations, guidelines and revisions thereto. The main governing standards include, but may not be limited to the following:

1. Chapter 361, 363, and 364 of the Texas Health & Safety Code.
2. Title 30 TAC, Chapter 330, Subchapter O, Texas Commission on Environmental Quality (TCEQ) Rules.
3. Title 30 TAC, Chapter 14, TCEQ Rules.
4. The Uniform Grant and Contract Management Act, Texas Government Code, §§783.001, et. seq., and the Uniform Grant and Contract Standards, 34 TAC §§20.456-20.467, and the Uniform Grant Management Standards issued by CPA and formerly by the Texas Office of the Governor (collectively UGMS).
5. General Appropriations Act, 85th Regular Legislative Session, including Article IX part 4.
6. Pursuant to §391 of the Local Government Code, funds received under this contract may be expended only subject to the limitations and retained rules.
7. The supplemental financial administration guidance established by TCEQ to be applied to all contracts listed in Attachment C, Article 2 of this agreement.

Article 4. AACOG Obligations

(a). Municipal Solid Waste Disposal and Transportation Revenue Fee

It is the understanding of the parties that the source of the funds provided by AACOG and TCEQ is the Municipal Solid Waste Disposal and Transportation Revenue Fee (MSWDTRF). Due to demands upon that source for funds necessary to protect the health and safety of the public, it is possible that the funds contained in the MSWDTRF will be depleted prior to completion of this Contract. This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purpose of this Contract or the respective claim, suit, or obligation, as applicable, and the subsequent transfer of applicable funds by TCEQ to AACOG.

(b). Measure of Liability

In consideration of full and satisfactory performance hereunder, AACOG will be liable to PERFORMING AGENCY in an amount equal to the actual costs incurred by PERFORMING AGENCY in rendering such performance, subject to the following limitations:

1. AACOG is not liable for expenditures made in violation of the Authorized Budget and funding guidelines in Attachment C, which outline the standards which shall apply to the PERFORMING AGENCY'S use of funds provided under this Contract, including prohibited activities and expense categories as defined by the TCEQ.
2. AACOG is not liable for any costs incurred by PERFORMING AGENCY in the performance of this Contract which have not been billed to AACOG within forty-five (45) days following termination of this Contract.
3. AACOG is not liable to PERFORMING AGENCY for costs incurred or performance rendered by the PERFORMING AGENCY for costs incurred by PERFORMING AGENCY before commencement of this Contract or after termination of this Contract.
4. Except as specifically authorized by AACOG in writing, AACOG is liable only for expenditures made in compliance with the cost principles and administrative requirements set forth in the Texas Uniform Grant and Contract Standards, collectively UGMS.
5. Notwithstanding any other provisions of this Contract, it is understood and agreed by the parties hereto that AACOG's obligation under this Agreement are contingent upon actual receipt of funds from the Texas Commission on Environmental Quality to meet AACOG liabilities hereunder.

(c). Method and Schedule of Payment

1. **Financial Reporting.** No later than the tenth day following the end of the first full quarter of the period of performance for this Contract, CONTRACTOR must submit to AACOG a report detailing allowable expenditures incurred during the previous quarter. Allowable expenditures are set forth in Attachment D of this Contract and are made on a reimbursement basis only. This report must be submitted on the AACOG Financial Report Form found at Attachment E together with such reporting documentation as AACOG may require. (A quarterly financial report is due each quarter even if there are no expenses to report.)

2. **Payments.** Upon review and approval of each AACOG Financial Report Form, AACOG will make payment to PERFORMING AGENCY against AACOG liabilities to be accrued hereunder.

Article 5. Additional Documentation and Financial Monitoring Program

1. **Financial Monitoring Program.** The PERFORMING AGENCY will adhere to the following financial monitoring requirements to receive reimbursement for authorized expenditures and ensure the expenditures incurred were reasonable and necessary to the project.
 - (i) Payments to the PERFORMING AGENCY will be made only on a reimbursement basis. To receive reimbursement the PERFORMING AGENCY must submit the following:
 - Form PT-F1 as found in Attachment E of this Contract
 - Form PT-F2 as found in Attachment E of this Contract
 - Supplemental Forms F2-A through F2-D (when appropriate) as found in Attachment E of this Contract
 - Copies of checks, front and back, credit card statement, wire/ACH transfer notice and bank statement showing cleared amount
 - Invoices
 - List of bid responses for applicable purchases
 - Copy of Request For Proposal and list of Request For Proposal responses (if applicable)
 - (ii) The PERFORMING AGENCY must provide AACOG with a copy of the PERFORMING AGENCIES Purchasing Policy for AACOG to determine that the Purchasing Policy is being adhered to by the PERFORMING AGENCY. A copy of the purchasing policy must be forwarded with the signed contract. If the PERFORMING AGENCY does not have a Purchasing Policy in place, the PERFORMING AGENCY may follow UGMS–Texas Uniform Grant Management Standards.
 - 1) AACOG may allow a pass-through grant recipient to account for expenses incurred and request reimbursement of outlays under either a cash or accrual basis, as defined and authorized under the UGMS. To be eligible for reimbursement under this Contract, a cost must have been incurred and either paid by the pass-through grant recipient prior to claiming reimbursement from AACOG or incurred by the last day of the grant period and liquidated no later than forty-five (45) calendar days after the end of that grant period.
 - 2) The AACOG will review all materials provided by the PERFORMING AGENCY with a request for reimbursement (Forms PT-F1 and PT-F2), and will not make a reimbursement payment unless all required items listed under Article 5, Section 1(i) of this Attachment have been provided and are deemed to be accurate.
 - 3) The AACOG shall reimburse or otherwise make payment to the PERFORMING AGENCY only for expenses incurred during the term of the Contract between AACOG and the PERFORMING AGENCY.

- 4) The AACOG will not reimburse or otherwise make payment to the PERFORMING AGENCY for an expenditure that is not authorized under this Contract. If it is determined by either the AACOG or the TCEQ that an expenditure that was reimbursed is not an authorized expense, the AACOG shall request return of those funds from the PERFORMING AGENCY or, where appropriate, the application of those funds to other authorized expenses, and shall not provide additional reimbursements to the PERFORMING AGENCY until the funds are returned or are applied to other authorized expenses.
- 5) If the PERFORMING AGENCY performs any work knowing or having reason to know that it is contrary to governing laws and applicable regulations, the PERFORMING AGENCY shall bear all claims, costs, losses and damages caused by, arising out of, or resulting there from.

2. Documentation Required. In general, expenditure documentation to be maintained by the PERFORMING AGENCY should be whatever is necessary to show that the work was performed and that the expense was, in fact, incurred. In addition, the documentation should also support the fact that the expenditure was reasonable and necessary to this Contract. Documents that should be maintained, as appropriate for the expense, include but are not limited to the following:

- (a) Salary/Wages – Timesheets that have been signed and approved.
- (b) Travel – Documentation which, at a minimum, is consistent with State Travel Regulations. The purpose of the travel should be documented and supported with actual receipts for hotel accommodations, public transportation receipts, airlines receipts, etc.
- (c) Equipment – Receipts, purchase orders, invoices, and canceled checks. Quotes and/or Bids where applicable.
- (d) Supplies – Receipts, purchase orders (if issued), invoices, and canceled checks.
- (e) Contractual – All of the above plus documentation that the costs were reasonable and necessary. The same standards will be applicable to subrecipients.
- (f) Other – All of the above apply.

3. Additional Documentation. If requested by the AACOG, the PERFORMING AGENCY agrees to provide to the AACOG the additional expense records and documentation materials, as listed in Section 2 of this Article and appropriate for the expense, for the time period requested by the AACOG, except that the PERFORMING AGENCY will not be asked to submit records that have already been provided to the AACOG with a Financial Status Report. The AACOG will provide reasonable time for the PERFORMING AGENCY to comply with a request for additional records. If the AACOG requests to review additional records to be provided by the PERFORMING AGENCY under the AACOG's financial monitoring program, the AACOG will review those records and provide the PERFORMING AGENCY a written summary of the findings of that review. The AACOG will also allow the PERFORMING AGENCY reasonable time to

respond to any findings of noncompliance or other problems identified by the records review.

(c). PERFORMING AGENCY Final Financial Status Report

No later than forty-five (45) calendar days following spending termination of this Contract, the PERFORMING AGENCY must submit to AACOG a final "Financial Status Report," on which item (5) of the form indicates that the report is the "Final Report." If all expenditures have been completed before the end of the spending date Contract, the PERFORMING AGENCY shall submit the final "Financial Status Report" with final "Request for Reimbursement." If all expenditures have not been completed before the end of the spending date of the Contract, the PERFORMING AGENCY shall release unexpended or unencumbered funds to AACOG who will reprogram the funds or return the funds to TCEQ.

Article 6. Program Reporting Requirements

- (a). The PERFORMING AGENCY shall prepare and submit to the AACOG, quarterly progress and results reports as designated in **Attachment B** of this Contract. These reports concern the performance under this Contract, documenting program accomplishments and units of work performed under **Attachment B** of this Contract. These quarterly progress reports, to be submitted by the PERFORMING AGENCY, are found in Attachment E of this Contract and shall include Form PT-S1 which documents the progress and completion of tasks; Form PT-R1, the Waste Diversion Tracking Form; and Forms R1a, R1d or R1h (as applicable to the project or as requested by the AACOG). Payments (reimbursements) required under this contract may be withheld by the AACOG until such time as any past-due progress reports are received.
- (b). The PERFORMING AGENCY quarterly progress reports required under (a) of this Section contain descriptions of activities and costs for the AACOG to ensure that the provisions of this Contract are being complied with. In particular, any legal research and related legal activities shall be clearly detailed in the quarterly progress reports to assure the AACOG that the activities are not prohibited under **Attachment C**, Article 2 of this contract (relating to Supplemental Funding Standards). The PERFORMING AGENCY shall comply with any reasonable request by the AACOG for additional information on activities conducted for the AACOG to adequately monitor the PERFORMING AGENCIES progress in completing the requirements of and adhering to the provisions of this Contract.
- (c). The PERFORMING AGENCY will certify in writing to the AACOG, through a final progress report, the satisfactory completion of all activities and deliverables required under this Contract. The final quarterly progress report shall be provided by **August 20, 2019**. The final progress report shall consist of the forms mentioned in (a) of this Section (See Attachment B) and found in **Attachment E** of this Contract.
- (d). The PERFORMING AGENCY shall continue to document, as appropriate to the type of project, the results of the project activities for the life of the program or activity, even if the program or activity's life extends beyond the terms of this Contract. The PERFORMING AGENCY shall prepare and submit a follow-up project results report on a standard reporting form supplied to the PERFORMING AGENCY by the AACOG by **August 20, 2020**. This follow-up report must provide sufficient detail to allow the AACOG to submit a consolidated report to the TCEQ by **October 15, 2020**. The follow-up report is a requirement of this contract, but it does not negate the need to keep results if the project activities continue beyond the terms of this agreement. For example, if equipment such as a chipper funded by this grant is used for ten years, ten years of

results should be kept. The date of the Follow-up Report may change if the information is requested earlier by TCEQ.

- (e). The PERFORMING AGENCY shall maintain the forms found in Attachment E of this Contract so that a follow-up results report can be prepared. The PERFORMING AGENCY shall provide the AACOG with a follow-up results report on **August 20, 2020** so that the AACOG can report to the TCEQ the results of the projects funded under this Contract.
- (f). The PERFORMING AGENCIES failure to comply with the requirements of this Article shall constitute a breach of this Contract.
- (g). The AACOG may require the PERFORMING AGENCY to provide any additional reports or information as may be necessary to adequately track the progress of the grant-funded project or respond to TCEQ inquiries.

Article 7. Monitoring Requirements

- (a). AACOG may periodically monitor the PERFORMING AGENCY for:
 - 1. The degree of compliance with the terms of this Contract, including compliance with applicable rules, regulations, and promulgations referenced herein; and
 - 2. The administrative and operational effectiveness of the project.
- (b). AACOG shall conduct periodic analysis of PERFORMING AGENCIES performance under this Contract for the purpose of assessing the degree to which contractual objectives and performance standards, as identified in this Contract or as subsequently amended, are achieved by PERFORMING AGENCY.
- (c). The AACOG shall conduct at least one visit to each implementation project funded under this Contract to evaluate the progress of the project. For any project that entails the purchase of equipment or expenditures for constructed facilities, the AACOG shall, whenever possible, view all equipment and facilities to verify the equipment purchases or the facility construction. The AACOG shall maintain records and documentation of all project site visits, to include pictures of project sites and equipment, documentation of visit dates, a summary of the status of the project, and any notes or other information about the visit.

Article 8. Title To and Management of Equipment and Constructed Facilities

Subject to the obligations and conditions set forth in this Contract, title to all equipment and/or facilities (hereinafter, "property") acquired under this Contract will vest, upon acquisition or construction, with the PERFORMING AGENCY.

- (a). Subject to the provisions of this Contract and as otherwise provided by state statutes, property acquired or replaced under this Contract or a subgrant contract shall be used for the duration of its normally expected useful life to support the purposes of this Contract whether or not the original projects or programs continue to be supported by state funds.
- (b). The use of property acquired under this Contract, both during the term of this Contract and for the useful life of the property or until compensation is provided to the TCEQ for the applicable percentage share of the fair market value of the property upon disposal, shall be in compliance with §361.014(b) of the Texas Health and Safety Code, which directs that a project or service funded under this program must promote cooperation

between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services.

- (c). The PERFORMING AGENCY shall conduct physical property inventories, to maintain property records and necessary control procedures, and to provide adequate maintenance and protection with respect to all property acquired under this Contract for which the PERFORMING AGENCY retains title, as further set forth in Subsections (i) through (x) below.

- (i) The PERFORMING AGENCY and subgrant recipients may develop and use their own property management systems, which must conform to all applicable federal, state, and local laws, rules and regulations. If an adequate system for accounting for property owned by the PERFORMING AGENCY or the subgrant recipient is not in place or is not used properly, the Property Accounting System Manual issued by the State Comptroller of Public Accounts will be used as a guide for establishing such a system. The property management system used by the PERFORMING AGENCY and subgrant recipients must meet the requirements set forth in this Section.

Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds title, the acquisition date, and the cost of the property, percentage of state participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

- (ii) A physical inventory of all equipment acquired or replaced under this Contract shall be conducted no less frequently than once every two years and the results of such inventories reconciled with the appropriate property records. Property control procedures utilized by the PERFORMING AGENCY and the sub-grant recipients shall include adequate safeguards to prevent loss, damage, or theft of the acquired property. Any loss, damage, or theft shall be investigated. The PERFORMING AGENCY and the sub-grant recipients shall develop and carry out a program of property maintenance as necessary to keep both originally acquired and any replaced property in good condition, and to utilize proper sales procedures to ensure the highest possible return, in the event such property is sold.

Certain types of equipment are classified as "controlled assets" and are subject to annual revision. In accordance with the UGMS, the PERFORMING AGENCY and sub-grant recipients should contact the Texas Comptroller of Public Accounts' property accounting staff or review the Comptroller's State Property Accounting User Manual available on the Internet, for the most current listing. The following equipment with costs between \$500 and \$5,000 shall be maintained on the inventory system: (1) stereo systems, (2) still and video cameras, (3) facsimile machines, (4) VCRs and VCR/TV combinations and (5) cellular and portable telephones. All single unit acquisitions equal to or greater than \$5,000 shall be maintained on the inventory system.

- (iii) All property acquired or replaced under this Contract shall be used by the PERFORMING AGENCY to support the purposes of this Contract for as long as

the equipment or facilities are needed for such purposes, whether or not the original projects or programs continue to be supported by State funds.

- (iv) For property with a current fair-market, per-unit value of five thousand dollars or more (\geq \$5,000), the PERFORMING AGENCY shall, for the purpose of replacing the property acquired under this Contract, either trade-in or sell the property and use the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property.
- (v) For property with a current fair-market, per-unit value in excess of five thousand dollars (\$5,000), the PERFORMING AGENCY shall, for the purpose of replacing the property acquired under this Contract, obtain written authorization from the AACOG prior to trading in or selling the property and using the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property.
- (vi) Property with a current fair-market, per-unit value of less than five thousand dollars (\$5,000), if no longer needed for the support of the authorized projects or programs under this Contract, whether original or replacement, may be used in support of other activities currently or previously supported by the AACOG, or, alternatively, may be made available for use on other projects or programs, providing such other use will not interfere with the work on those projects or programs for which such equipment or facilities were originally acquired or constructed.
- (vii) For property with a current fair-market, per-unit value in excess of five thousand dollars (\$5,000), if no longer needed for support of the authorized projects or programs under this Contract, whether original or replacement, the PERFORMING AGENCY shall obtain written authorization from the AACOG prior to changing the use of the property, to include selling or transferring ownership of the property. In requesting authorization for a change in use of the property, the PERFORMING AGENCY shall provide information as requested by the AACOG, to include information to assure that the new use of the property will adhere to the requirements of Section (b) of this Article. Prior to authorizing the PERFORMING AGENCY to change the use of the property, the AACOG may, at its discretion, require the PERFORMING AGENCY to notify and request input from private industry providers of recycling or solid waste services in the area of the proposed new use or activity, to determine that a competitive advantage issue does not exist.

If any property acquired through this grant is no longer needed by the PERFORMING AGENCY, the PERFORMING AGENCY must contact AACOG before removing the property from the PERFORMING AGENCY'S inventory. AACOG will begin the disposition process in accordance with TCEQ guidelines.

- (viii) If any property acquired or replaced under this Contract is sold or transferred during its useful life, the TCEQ is entitled to a share of the proceeds from such sale or may require the transfer of ownership of the property to a third party, provided the fair-market, per-unit value of the property at the time of the sale is in excess of five thousand dollars (\$5,000). The TCEQ's share of the sale proceeds shall be the same percentage as was the funding provided under this Contract that enabled the original purchase or acquisition of the property in question. Property that is no longer needed and that has a fair market, per-unit value of five thousand dollars (\$5,000) or less may be retained, sold, transferred, or otherwise

disposed of with no further obligation to the AACOG, provided the other requirements set forth in this Article are met, including the requirements of Section (b) of this Article.

- (ix) If, prior to the termination date of this Contract, the PERFORMING AGENCY determines that any property acquired with funds provided as a result of this Contract is no longer needed for the original intended project, the AACOG may require the PERFORMING AGENCY to transfer title and possession of such property to a third party named by the TCEQ.
- (x) The PERFORMING AGENCY or subgrant recipient shall not grant or allow to a third party a security interest in any original or replacement property purchased or constructed with funds made available to the PERFORMING AGENCY under this Contract.

Real property must be maintained on an Inventory and is subject to the requirements of UGMS, Part III, Subpart C.

Article 9. Compliance with Applicable Laws

- (a). The PERFORMING AGENCY shall give all notices and comply with all laws, ordinances, rules, regulations and order of any public authority bearing on the performance of this contract, including, but not limited to, the laws referred to in this Contract. If the PERFORMING AGENCY or AACOG observes that this Contract is at variance there within any respect, the observing party shall promptly notify the other party in writing, and any necessary changes shall be adjusted by appropriate Contract modification. On request, the PERFORMING AGENCY shall furnish AACOG needed modification. The main governing standards includes, but may not be limited to the following:
 - 1. Chapter 361, 363, and 364 of the Texas Health & Safety Code.
 - 2. Title 30 TAC Chapter 330, Subchapter O, Texas Commission on Environmental Quality (TCEQ) Rules.
 - 3. Chapter 14 of the TCEQ Regulations (30 TAC Chapter 14).
 - 4. The Uniform Grant and Contract Management Act, Texas Government Code, §§783.001, et. seq., and the Uniform Grant and Contract Standards, 34 TAC §§20.456-20.467, and the Uniform Grant Management Standards issued by CPA and formerly by the Texas Office of the Governor (collectively UGMS).
 - 5. General Appropriations Act, 85th Regular Legislative Session.
 - 6. Pursuant to §391 of the Local Government Code, funds received under this contract may be expended only subject to the limitations and reporting requirements set forth in this Article.
 - 7. The supplemental financial administration guidance established by TCEQ to be applied to all contracts listed in Attachment C, Article 2 of this agreement.
- (b). If the PERFORMING AGENCY performs any work knowing or having reason to know that it is contrary to Laws or Regulations, the PERFORMING AGENCY shall bear all claims, costs, losses and damages caused by, arising out of or resulting there from.
- (c). With each funded project, it is the responsibility of the PERFORMING AGENCY to identify the TCEQ rules and regulations which may apply to the activity funded. All funded entities must comply with all applicable rules are regulations, even if the local government is exempt from notifying the TCEQ of the funded activity, e.g., local

government recycling initiatives. Attachment J contains links and charts that may be of assistance in ensuring compliance with the TCEQ rules and regulations.

Article 10. Authorized Representatives

- (a). The AACOG hereby designates the person at Exhibit A-1, Project Representative, as the individual authorized to give direction to the PERFORMING AGENCY for the purposes of this Contract. The AACOG Project Representative shall not be deemed to have authority to bind the AACOG in contract unless the EXECUTIVE DIRECTOR of the AACOG has delegated such authority.
- (b). The PERFORMING AGENCY shall identify at Exhibit A-1 its Project Representative, the person authorized to receive direction from the AACOG, to manage the work being performed, and to act on behalf of the PERFORMING AGENCY. The PERFORMING AGENCIES Project Representative shall be deemed to have authority to bind the PERFORMING AGENCY in contract unless the PERFORMING AGENCY, in writing, specifically limits or denies such authority to the PERFORMING AGENCIES Project Representative.
- (c). Either party may change its Project Representative. In addition, the Project Representative of either party may further delegate his or her authority as necessary, including any delegation of authority to a new Project Representative. The party making the change in Project Representative shall provide written notice of the change or delegation to the other party within ten (10) days.
- (d). The PERFORMING AGENCY shall ensure that its Project Representative, as designated in Exhibit A-1, Project Representative, or his or her delegate, is available at all times for consultation with the AACOG.

Exhibit A-1

The TCEQ hereby designates the individual below as the person to give direction to the AACOG as Project Representative of TCEQ:

Deborah Milam
Waste Permits Division, MC 126
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087
Telephone: (512) 239-1912; Fax: (512) 239-6166

The AACOG hereby designates the individual below as the person to give direction to the PERFORMING AGENCY as Project Representative of AACOG:

Georgia Zannaras, Ph.D., Resources Recovery Manager
Alamo Area Council of Governments (AACOG)
8700 Tesoro Drive, Suite 160
San Antonio, Texas 78217-6228
Telephone: (210) 362-5287; Fax: (210) 225-593

The PERFORMING AGENCY hereby designates the individual named below as the person authorized to receive direction from the AACOG, to manage the work being performed, and to act on behalf of the PERFORMING AGENCY as a Project Representative:

Curtis Leeth; Assistant to the City Manager
City of Shavano Park
900 Saddletree Court
Shavano Park, TX 78231
Telephone: (210)493-3478; Fax: (210) 492-3816
Email: cleeth@shavanopark.org

The PERFORMING AGENCY designates the following location for record access and review pursuant to ***Attachment A*** and ***Attachment E*** of this Contract or any other applicable provision:

Lara Feagins; Finance Director
City of Shavano Park
Email: finance1@shavanopark.org

Telephone: (210)477-0960

**Alamo Area Council of Governments
Solid Waste Interlocal Agreement
WORK PROGRAM OF PERFORMING AGENCY
Attachment B**

PROJECT GOAL STATEMENT:

The purpose of this project is to safely and properly collect household hazardous waste using TCEQ solid waste management practices from the residents of Shavano Park. The goal is to collect 4,000 LBS. (2 tons) of household hazardous waste from Shavano Park residents

Task 1: Execute Contract with AACOG

- a. Activity and/or Deliverable: Execute Contract
 - Timeframe: Within 1 month of receipt.
 - Responsible Entity: City of Shavano Park and AACOG

Task 2: b. Activity and /or deliverable: Advertise event to residents

- Timeframe: April 2018
- Responsible Entity: City of Shavano Park
- c.. Activity and/or Deliverable: Hold Collection Event @ City Hall
 - Timeframe: Saturday in April (7 or 14)
 - Responsible Entity: Stericycle Environmental Solutions with assistance from City of Shavano Park traffic control/site accommodation

Task 3: Record Keeping and Reports

- d. Activity and/or deliverable: Turn in all applicable reports as listed below
 - Due Dates
 - 1. Quarterly Reports*
 - (a). May 31, 2018
 - (b). August 31, 2018
 - (c). November 30, 2018
 - 2. Final Report
 - (a). August 20, 2019
 - 3. Follow-up Results Report
 - (a). August 20, 2020*
(May change upon request from TCEQ)

Responsible Entity: City of Shavano Park

* One-time events will turn in quarterly reports just until the event is held. After the event is held, the next scheduled quarterly report will be the final quarterly report for that event. Final reports for the biennium and a follow-up report the following year will still be required.

* Reports may be submitted earlier than listed date.

Attachment C

D. PERFORMING AGENCY BUDGET AND AUTHORIZATIONS

Article 1. Expense Category Standards

In addition to the standards and requirements of this Contract, the definitions and requirements set forth in Sections (a)-(h). of this Article shall apply to the PERFORMING AGENCY'S use of funds provided under this Contract and assignment of expenses to the expense categories of the Authorized Budget.

(a). Personnel

1. Appropriate salaries and fringe benefits for employees working directly on the funded project may be authorized.
2. Proposed changes in personnel must be approved by AACOG.

(b). Travel

1. Travel expenses directly related to the conduct of the funded program, incurred by employees assigned to the project, may be authorized.
2. No out-of-state travel will be paid under this Contract. Special out-of-region travel to training events and conferences must be authorized. Acceptance as part of the budget in the agreement constitutes authorization.
3. In accordance with the UGMS, if the PERFORMING AGENCY does not have an established written travel policy approved by the local jurisdiction, all employee-related travel expenses must be claimed at no higher than the rates allowed by the State of Texas for its employees.

(c). Supplies

1. Expenses for supplies necessary for the conduct of the funded project may be authorized. Expenses include non-construction-related costs for goods and materials having a unit acquisition cost (*excluding freight*) of less than \$1,000. Such expenditures shall generally relate to routine purchase of office supplies and other goods consumed by the PERFORMING AGENCY in a relatively short time in the performance of this Contract.
2. Non-routine expenditures of goods and materials not defined as equipment should be charged to the "Other" expense category.

(d). Equipment

1. Equipment purchases necessary and appropriate for the approved project may be authorized and include expenditures for non-construction-related, tangible,

personal property having a unit acquisition cost of \$5,000 or more (including freight and set-up costs) and an estimated useful life of more than one year.

2. No equipment is to be purchased by the PERFORMING AGENCY unless approved in advance by the AACOG.
3. Any equipment that will be used for other activities, in addition to the funded project, may only be funded at an amount reflecting the appropriate percentage of time it will be directly used for the funded project.
4. All applicable laws and regulations concerning purchases of equipment over \$5,000 according to the PERFORMING AGENCY'S local purchasing policy. If no local policy exists, consult AACOG.

(e). Construction

1. Appropriate construction costs, related to the enhancement or building of permanent facilities, may be authorized, including costs of planning, of materials and labor, of attached equipment and of any subcontracts performed as part of the project.
2. No expenditures under the "Construction" expense category shall be allowed unless approved in advance by AACOG in writing.
3. All applicable laws and regulations concerning bidding and contracting for service must be followed.

(f). Contractual Expenses

1. Expenses for professional services and tasks provided by a firm or individual who is not employed by the PERFORMING AGENCY, and which are related directly to the approved implementation project, may be authorized.
2. No contractual costs should be incurred by the PERFORMING AGENCY unless the contract is approved in advance by AACOG in writing.
3. All applicable laws and regulations concerning bidding and contracting for service must be followed for all the PERFORMING AGENCY, suppliers, and others.
4. All contractual expenditures using funds provided under this Contract shall meet all procurement laws and regulations applicable to the GRANTEE and its PERFORMING AGENCY'S and the Uniform Grant and Contract Management Act and the Uniform Grant Management Standards. Note that competitive bidding will generally be required.
5. THE PERFORMING AGENCY contractual costs must comply with allowable cost requirements. The PERFORMING AGENCIES that are governmental entities must engage in contractor selection on a competitive basis in accordance with their established policies. If the PERFORMING AGENCY has no competitive procurement policy or is a private entity, the PERFORMING AGENCY must generally select contractors by evaluation and comparison of price, quality of goods or services and past performance. All sub grants awarded by the PERFORMING AGENCY under this Contract shall be in accordance with Subpart C., Sec. __.37, Subsection (b) of the State Uniform Administrative Requirements for Grants and Cooperative Agreements as set forth in Part III of the ***Uniform Grant Management Standards***.

6. Unless otherwise provided in the Contract, the PERFORMING AGENCY shall obtain and pay for all construction permits and licenses. The PERFORMING AGENCY shall pay all charges of utility owners for connections to the work, and the PERFORMING AGENCY shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

(g). Other Expenses

1. Other Expenses, not falling under the main categories, may be authorized, if appropriate for the proposed project.
2. Any "Other" category expenses not specifically spelled out below, including computer hardware or software purchases not included under the "Equipment" expense category shall be reimbursed only if approved in advance by AACOG in writing.
3. Other expenses, related directly to the approved implementation project, for which prior authorization is not generally required include:
 - (i) Books and reference materials, subscriptions, dues, membership, training and registration fees;
 - (ii) Postage, telephone, FAX and utilities expenses;
 - (iii) Space and equipment rentals, office furniture, repair and maintenance costs;
 - (iv) Printing and reproduction, advertising, public notices, signs.

(h). Indirect Costs:

AACOG may authorize indirect costs under an agreement with a subgrant recipient, in accordance with the procedures established in the UGMS. In accordance with the UGMS, when a subgrant recipient has a negotiated agreement signed within the past 24 months by a federal cognizant agency or state single audit coordinating agency, the indirect rate authorized in that agreement may be accepted by AACOG. Alternatively, AACOG may authorize a subgrant recipient to recover up to 10% (percent) of the direct salary and wage costs of providing the service (excluding overtime, shift premiums, and fringe benefits) as indirect costs, subject to adequate documentation.

Article 2. Supplemental Funding Standards

- (a) In addition to the standards set forth in applicable statutes and regulations, the standards outlined below apply to all uses of the funds provided under this Contract. Unless authorization is otherwise specifically provided for in or under the terms of this Contract, the PERFORMING AGENCY shall ensure that the use of funds provided under this Contract, to include funds provided for pass-through grants, is in accordance with the supplemental funding standards set forth in this Article.
 - (1) Payment of Fees. Pass-through grant recipients must not be in arrears on payment of their solid waste disposal fees to the State of Texas at the time an implementation project is selected for funding.
 - (2) Land Acquisition Costs. Funds provided under this Contract may not be used to acquire land or an interest in land.

- (3) Municipal Solid Waste-Related Programs Only. Funds provided under this Contract may not be used for programs dealing with wastes that are not considered solid waste as defined in 30 TAC 330.3, TCEQ Rules.
- (4) Programs Solely Related to Collection of Certain Special Wastes. Funds provided under this Contract may not be used for programs and activities solely related to the management of scrap tires, used oil, oil filters, antifreeze, lead-acid batteries or other special wastes excluded from disposal in MSW landfills. However, collection of these materials may be included as part of a comprehensive program, as long as that is not the sole intent of the program.
- (5) Activities Related to the Disposal of Municipal Solid Waste. Funds provided under this Contract may not be used for activities related to the disposal of municipal solid waste. This restriction includes: solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for reducing the volume of solid waste which is to be disposed of; any landfill-related facilities or activities, including the closure and post-closure care of a landfill; or other activities and facilities associated with the ultimate disposal of municipal solid waste. However, this provision does not apply to activities specifically included under an authorized project category, to include landfill scales, citizen's collection stations and small registered transfer stations. In addition, activities that would otherwise be eligible for funding, such as recycling, but that are located at a disposal facility may be funded.
- (6) Projects Requiring a TCEQ Permit. Funds provided under this Contract may not be used for expenses related to projects or facilities that require a permit from the TCEQ. This provision, however, does not apply to projects or activities that may be located at a permitted facility that, by themselves, would not require a permit and would be otherwise be eligible for funding. Prior approval of the exempted project or activities must be obtained from TCEQ.
- (7) Projects Requiring TCEQ Registration. Projects or facilities that require registration with the TCEQ under state regulations, and which are otherwise eligible for funding, may be funded as an implementation project. However, only those expenses related to design and engineering work necessary prior to obtaining a registration may be reimbursable by the AACOG before the registration is finally received. No actual site development, construction, equipment purchases, or similar expenses may be reimbursed prior to and until such time that a required registration is received.
- (8) Projects that Create a Competitive Advantage over Private Industry. In accordance with Section 361.014(b) of the Texas Health and Safety Code and 30 TAC §330.649(d), TCEQ Rules, a project or service funded under this Contract must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term private industry includes non-profit entities and not for profit-non-profit governmental entities.
- (9) Supplanting Existing Funds. Funds may not be used to supplant salaries of an existing staff position, where the functions assigned to that position will not change. Staff positions where the assigned functions will remain the same and

that were active at the time of the grant application, and were funded from a source other than a previous solid waste grant, are ineligible for grant funding.

- (10) **Acquisition of Goods and Services.** Recipients of funds under this Contract must comply with all state and local laws and regulations pertaining to the acquisition of goods and services. In recognition of the requirement that projects not create a competitive advantage over a private industry, it is a goal of this program that competitive processes be used to the extent possible for all purchases using grant funds. In addition, grant sub-recipients are encouraged to participate in the State Cooperative Purchasing Program.
- (11) **Legislative and Lobbying Expenses.** In accordance with state laws and regulations, funds provided under this Contract may not be used for expenses to support political activity, either directly or indirectly. As required under §33, Article IX of H.B. 1, the standards set forth in §5, Article IX of H.B. 1, shall apply to the use of funds provided under this Contract.
- (12) **Food/Entertainment Expenses.** In accordance with UGMS, funds provided under this Contract may not be used for food or entertainment expenses, including refreshments at meetings and other functions. This provision does not apply to authorized per diem expenses for food costs incurred while on travel status.
- (13) **Use of Alcoholic Beverages.** As required under §33, Article IX of H.B. 1, the standards set forth in §11, Article IX of H.B. 1, shall apply to the use of funds under this Contract. In accordance with those standards, no funds provided under this Contract shall be used for the payment of salaries to any employee who uses alcoholic beverages on active duty. None of these funds shall be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds.
- (14) **Funds to Law Enforcement Agencies.** Funds provided under this Contract may not be provided to any law enforcement agency regulated by Chapter 1701, Texas Occupations Code as provided by the General Appropriations Act (80th Leg. R.S.) of the Texas Government Code, unless the law enforcement agency is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701 of the Texas Occupations Code, or the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.
- (15) **Funds may not be used to assist an entity or individual to comply with an existing or pending federal, state, or local judgment or enforcement action.** This restriction includes assistance to an entity to comply with an order to clean up and/or remediate problems at an illegal dump site. However, the TCEQ may waive these restrictions, at its discretion and on a limited case-by-case basis, to address immediate threats to human health or the environment, and where it is demonstrated that the responsible party does not have the resources to comply with the order.
- (16) **Funds may not be used to pay penalties imposed on an entity for violation of federal, state, or local laws and regulations.** This restriction includes expenses for conducting a supplemental environmental project (SEP) under a federal or state order or penalty. Funds may be used in conjunction with SEP funds to support the same project.

Article 3. PERFORMING AGENCY'S Authorized Budget

- (a). AACOG's obligation for expenses (costs) authorized under this Contract shall in no case exceed the maximum AACOG obligation amount set forth in this attachment of this Contract.
- (b). Budgeted expenses for reimbursement under this Contract are as follows:

<u>BUDGET CATEGORY</u>	<u>GRANT FUNDING</u>
1. Personnel/salaries	\$0
2. Fringe benefits	\$0
3. Travel	\$0
4. Supplies	\$0
5. Equipment	\$0
6. Construction:	\$0
7. Contractual: HHW Event	
	\$6,000.00
8. Other. Newspaper Advertisements	\$0
TOTAL DIRECT COSTS (sum of 1 – 8)	\$6,000.00
9. Indirect costs *	\$0
TOTAL PROJECT COSTS (sum of 1 – 9)	\$6,000.00

***AACOG does not pay indirect for the solid waste pass-through grants as stated in the approved FY 2018-2019 Funding Plan.**

- (c). The PERFORMING AGENCY shall provide prior notification and written approval by AACOG of the specific details of an expense or purchase set forth in this section if the expenses are not already authorized under the original grant application and included in this pass-through agreement.

**Alamo Area Council of Governments
Solid Waste Contract
GENERAL CONTRACT PROVISIONS
Attachment D**

Article 1. Legal Authority

The PERFORMING AGENCY warrants and assures the AACOG that it possesses adequate legal authority to enter into this Contract. The PERFORMING AGENCIES governing body, where applicable, has authorized the signatory official(s) to enter into this Contract and bind the PERFORMING AGENCY to the terms of this Contract and any subsequent amendments hereto. The PERFORMING AGENCY agrees to adhere to the provisions of section 330.649 of the TCEQ Municipal Solid Waste Regulations and the Uniform Grant & Contract Management Standards (UGCMS).

Article 2. Scope of Services

The services to be performed by the PERFORMING AGENCY are herewith outlined in the General Contract (***Attachment D***) and Special Contract Provisions (***Attachment A***), which are hereby incorporated into and made a part of this Contract as if set out word-for-word herein.

Article 3. Purpose

- (a). The purpose of this Contract is to accomplish the provisions of §361.014(b) of the Texas Health and Safety Code as they relate to distributing solid waste fee revenue funds to support local and regional solid waste projects consistent with the regional solid waste management plans approved by the TCEQ and to update and maintain those plans.
- (b). Under the overall goals of the funding program established under House Bill 3072, the purposes of this Contract are:
 - 1. To enable the AACOG to carry out or conduct various municipal solid waste management-related services and support activities within the AACOG's regional jurisdiction; and
 - 2. To enable AACOG to report to the Legislature and promote the continuation of pass-through grant funding; and
 - 3. To administer an efficient and effective, region-wide, pass-through (subgrantee) assistance grants program and/or, where authorized by the AACOG in accordance with Article 5 of this Attachment, to conduct various AACOG - managed projects.
- (c). The specific purposes of this grant contract, to implement paragraph (b) above are:
 - 1. As specified in Special Contract Provisions, Attachment A, Article 2.

Article 4. Eligible Entities

- (a). Only those local and regional political subdivisions located within the State of Texas as listed below are eligible to receive funding from the AACOG as a pass-through grant:
 - 1. Cities;
 - 2. Counties;

3. Public schools and school districts (does not include Universities or post secondary educational institutions); and
 4. Other general and special law districts created in accordance with state law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities.
- (b). Local and regional political subdivisions that are subject to the payment of state solid waste disposal fees and whose fee payments are in arrears, as determined by the AACOG, are not eligible to receive pass-through grant funding from the AACOG. The AACOG shall allow a potential pass-through grant applicant that is listed as being in arrears in its fee payments the opportunity to provide documentation of payment of the fees owed the state. If the potential applicant provides the AACOG with documentation of payment of the fees, such as a canceled check or receipt from the state, the AACOG may consider that applicant to be eligible to receive pass-through grant funding under this Contract. The AACOG shall notify the TCEQ of any applicants for which a determination of eligibility was made under this subsection.
- (c). Local and regional political subdivisions that are barred from participating in state contracts are not eligible to receive subgrant funds from AACOG.

Article 5. Implementation Project Categories

Only the following project categories are eligible for funding. Under each category heading is a brief description of the purpose of that category, as well as certain special requirements.

(a). Category 1: Educational and Training Projects

This category is intended to fund educational projects or training events dealing with a variety of municipal solid waste management topics. This category does not include the educational components of projects funded under the other categories.

Funding limitations applicable to this category are listed below.

1. Educational and training programs and projects funded under this program must be primarily related to the management of municipal solid waste, and funds applied to a broader education program may only be used for those portions of the program pertaining to municipal solid waste.

(b). Category 2: Source Reduction and Recycling

This category may include projects which are intended to provide a direct and measurable effect on reducing the amount of MSW going into landfills, by diverting materials from the MSW disposal stream for, recycling or reuse, or by reducing waste generation at the source. This category does not include the collection, processing, and/or recycling of scrap tires.

Funding limitations applicable to this category are listed below.

1. Any program or project funded under this program with the intent of demonstrating the use of products made from recycled and/or reused materials shall have as its primary purpose the education and training of residents, governmental officials, private entities, and others to encourage a market for using these materials.
2. Any revenues realized from recycling efforts funded through this program by a sub-grant recipient must be placed back into the respective solid waste management program and may not be placed into a funded entities general revenue fund. Any monies realized must be used to promote sustainability of the funded program.

(c). Category 3: Local Enforcement:

This category consists of projects which contribute to the prevention of illegal dumping of MSW, including liquid wastes. Under this category, grant recipients would investigate illegal dumping problems; enforce laws and regulations pertaining to the illegal dumping of MSW, including liquid waste; establish a program to monitor the collection and transportation of municipal liquid wastes, through administration of a manifesting system; and/or educate the public on illegal dumping laws and regulations.

Funding limitations to this category are listed below:

1. Funds may not be provided to any law enforcement agency regulated by Chapter 1701, Texas Occupations Code, unless: (a) the law enforcement agency is in compliance with all rules developed by the Commission on Law Enforcement Standards and Education pursuant to Chapter 1701, Texas Occupations Code; or (b) the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.
2. When funding is to be provided for salaries of local enforcement officers, the funds recipient must certify that at least one of the officers has attended or will attend within the term of the funding the TCEQ's Criminal Environmental Law Enforcement Training or equivalent training.
3. Local enforcement vehicles and related enforcement equipment purchased entirely with funds provided under this program may only be used for activities to enforce laws and regulations pertaining to littering and illegal dumping, and may not be used for other code enforcement or law enforcement activities. Vehicles and equipment that are only partially funded must be dedicated for use in local enforcement activities for a percentage of time equal to the proportion of the purchase expense funded.
4. Entities receiving funds for a local enforcement officer, enforcement vehicles, and/or related equipment for use by an enforcement officer, must investigate major illegal dumping problems, on both public and private property, in addition to investigating general litter problems on public property.
5. Entities receiving funds to conduct a local enforcement program must cooperate with the TCEQ's regional investigative staff in identifying and investigating illegal dumping problems. Lack of cooperation with the TCEQ staff may constitute a reason to withhold future funding to that entity for local enforcement activities.
6. Funds may not be used for investigation and enforcement activities related to the illegal dumping of industrial and/or hazardous waste. Instances where industrial or hazardous waste is discovered at a site do not preclude the investigation of that site, so long as the intent and focus of the investigation and enforcement activities are on the illegal dumping of municipal solid waste.

(d). Category 4: Household Hazardous Waste (HHW) Management

This category includes projects which provide a means for the collection, recycling or reuse, or proper disposal of household hazardous waste (HHW), including household chemicals, used oil and oil filters, antifreeze, lead-acid batteries, household electronic waste, and other materials. Funded activities can include: collection events; consolidation and transportation costs associated with collection activities; recycling or reuse of materials; proper disposal of materials; permanent collection facilities; education and public awareness programs.

Funding limitations applicable to this category are listed below.

1. All HHW events must meet the requirements of 30 TAC 335, Subchapter N, and must be coordinated through the TCEQ HHW Program.
2. All HHW collection event activities must be conducted under an operational plan which meets the requirements of 30 TAC 335.405(a), to be maintained onsite, which addresses collection, ingress and egress, storage, transportation, recycling, and disposal.
3. All contractors must meet all Texas requirements for HHW transporting and handling.
4. The COG or funded entity must submit to the TCEQ HHW Program a 45 Day Notice which meets the requirements of 30 TAC 335.403(b). This notice must be submitted in one of the following formats through one of the following avenues:

Mailed to: TCEQ/SBEA (MC-113)
HHW Program
P.O. Box 13087
Austin TX 78711-3087

E-mailed to: Recycle@tceq.texas.gov

Faxed to: (512) 239-1065, Attn. HHW Program

Via courier to the following physical address:

TCEQ/SBEA (MC113)
HHW Program
12100 Park 35 Circle, Building F
Austin TX 78753

(e). Category 5: Citizens' Collection Stations, Recycling Facilities and "Small" Registered Transfer Stations

This category includes projects to construct MSW collection facilities in areas of the state that are underserved by collection services or lack public access to proper disposal facilities. Projects funded under this category include citizens' collection stations, as these facilities are defined under the TCEQ's MSW regulations (30 TAC Chapter 330.3); and construction of small municipal solid waste and liquid waste transfer stations that qualify for registration under §330.9(b)(1) through (3) or §330.11(e)(1), (2), or (5) of the TCEQ rules may also be funded.

Periodic community collection events, to provide for collection of residential waste materials for which there is not a readily-available collection alternative, may also be funded. This type of project may not include regular solid waste collection efforts, such as weekly waste collection. Collection events may be held no more frequently than four times per year, and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, such as large and bulky items that are not picked up under the regular collection system.

Funding limitations applicable to this category are listed below.

1. The design and construction of citizens' collection stations, as those facilities are defined under 30 TAC Chapter 330.3 TCEQ Regulations, may be funded. The costs associated with operating a citizens' collection station once it is completed may not be funded.

2. The design and construction of small municipal solid waste and liquid waste transfer stations that qualify for registration under §330.9(b) or §330.11(e), TCEQ Regulations, may be funded. Other permitted or registered transfer stations may not be funded. A municipal solid waste transfer facility may be eligible for a registration if it serves a municipality with a population of less than 50,000, or a county with a population of less than 85,000, or is used in the transfer of 125 tons or less of municipal solid waste per day. A liquid waste transfer station may qualify for a registration if it will receive less than 32,000 gallons or less per day. The costs associated with operating a transfer station once it is completed may not be funded.
3. Periodic community collection events, to provide for collection and proper disposal of non-recyclable residential waste materials for which there is not a readily-available collection alternative, may be funded. This type of project may not include regular solid waste collection activities, such as weekly waste collection. Funded collection events may be held no more frequently than four times per year, and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, such as large and bulky items that are not picked up under the regular collection system, and might otherwise be illegally dumped by residents.

(f). Category 7: Litter and Illegal Dumping Cleanup and Community Collection Events

This category may include both ongoing and periodic activities to clean up litter and illegal dumping of MSW, excluding cleanup of scrap tire dumping sites. Eligible expenses include waste removal, disposal or recycling of removed materials, fencing and barriers; and signage. Placement of trash collection receptacles in public areas with chronic littering problems may also be funded. Reuse or recycling options should be considered for managing the materials collected through these efforts, to the extent feasible. Cleanup of hazardous waste will not be eligible for funding.

Funding limitations applicable to this category are listed below.

1. Projects funded to clean up litter or illegal dumping on private property must be conducted through a local government sponsor or the COG. Funds may not be provided directly to a private landowner or other private responsible party for cleanup expenses. The local government sponsor or the COG must either contract for and oversee the cleanup work, or conduct the work with its own employees and equipment.
2. The costs for cleanup of hazardous waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment.
3. The costs for cleanup of Class 1 non-hazardous industrial waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment. The cleanup of Class 2 and 3 non-hazardous industrial wastes that may be found at a municipal solid waste site may be funded in conjunction with the cleanup of the municipal solid waste found at a site.
4. All notification, assessment, and cleanup requirements pertaining to the release of wastes or other chemicals of concern, as required under federal, state, and local laws and regulations, including 30 TAC Chapter 330, TCEQ's MSW Regulations, and

30 TAC Chapter 350, TCEQ's Risk Reduction Regulations, must be complied with as part of any activities funded under this program.

5. All materials cleaned up using funds provided under this program must be properly disposed of or otherwise properly managed in accordance with all applicable laws and regulations. To the extent feasible, it is recommended that materials removed from a site be reused or recycled. For projects to clean up large amounts of materials, the COG should consider withholding at least ten (10%) percent of the reimbursements under a pass-through grant or subcontract, until documentation is provided that the cleanup work has been completed and the materials properly managed.
6. Periodic community collection events, to provide for collection and proper disposal of non-recyclable residential waste materials for which there is not a readily-available collection alternative, may be funded. This type of project may not include regular solid waste collection activities, such as weekly waste collection. Funded collection events may be held no more frequently than four times per year, and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, such as large and bulky items that are not picked up under the regular collection system, and might otherwise be illegally dumped by residents.

(g). Category 8: Other Types of Projects – Tire Collections

Other types of projects, not specifically prohibited from funding under the more detailed funding standards and restrictions, may be considered by TCEQ on a case-by-case basis

Any project or project category not listed as specifically eligible above, must be identified in the amended regional solid waste management plan. The COG will also need to request authorization from TCEQ to fund the proposed project or type of project. If approved by TCEQ, the additional project eligibility information will be incorporated into the grant contract. Additionally, other types of projects will not be considered for eligibility by the TCEQ if those projects are not included in the amended regional solid waste management plan.

Tire collections do appear in the Alamo Regional Solid Waste Management Plan and have been approved by TCEQ.

Funding limitations applicable to this category are listed below.

1. Tire transporters must meet TCEQ registration rules.
2. Transporters should take tires somewhere other than a landfill. Such options include reuse and/or recycling facilities.

Article 6. Insurance, Liability and Indemnification

- (a) THE PERFORMING AGENCY shall maintain insurance or legally authorized self-insurance coverage for work performed or services rendered under this Contract.
- (b) THE PERFORMING AGENCY understands and agrees that it shall be liable to repay and shall repay upon demand to AACOG any amounts determined by AACOG, its independent auditors, or any agency of state or federal governments to have been paid in violation of the terms of this Contract.
- (c) THE PERFORMING AGENCY will purchase and maintain Directors and Officers insurance or equivalent insurance coverage or other financial assurance sufficient to

protect the interests of the state and AACOG in the event of an actionable actor or omission by a director or officer of the PERFORMING AGENCY.

- (d) In all subcontracts and subgrants, AACOG shall require its PERFORMING AGENCIES and their contractors to obtain and maintain, at their own expense, insurance as will protect AACOG, the PERFORMING AGENCY and the TCEQ, its employees, and its officers from all such claims arising from the performance by the PERFORMING AGENCY'S contractors or contractor's employees resulting from the functions and services required under this Contract. Sufficient coverage shall include Workman's Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.
- (e) To the extent permitted by law, the PERFORMING AGENCY agrees to indemnify, defend and hold harmless AACOG and TCEQ and all of their employees and officers against and from any and all liability, loss, or damage arising out of the performance of this Contract. To the extent that any activity conducted by the PERFORMING AGENCY with funds provided under this Contract entails significant risk of loss or injury to individuals and third parties or their property, the PERFORMING AGENCY will secure and maintain insurance sufficient to protect PERFORMING AGENCY, AACOG and the TCEQ, and their employees and officers against claims arising from the conduct of such activities.
- (f) The PERFORMING AGENCY is required to submit a Certificate of Insurance with the signed Contract.

Article 7. Audit/Access to Records

- (a). The PERFORMING AGENCY shall maintain and make available for review, inspection and/or audit books, records, documents and other evidence reasonably pertinent to performance on all work under this Contract, including negotiated changes or amendments thereto, in accordance with accepted professional practice, appropriate accounting procedures and practices at the PERFORMING AGENCY'S Texas office. The PERFORMING AGENCY shall also maintain and make available at its Texas office the financial information and data used by the PERFORMING AGENCY or its designee (including independent financial auditors) in the preparation or support of any cost submission or cost (direct or indirect), price or profit analysis for this Contract or any negotiated subagreement or change order and a copy of the cost summary submitted to AACOG. The AACOG, TCEQ, Texas State Auditor's Office or any of AACOG's duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of review, inspection and/or audit. During the conduct of any such review, audit or inspection, PERFORMING AGENCY'S books, records, and other pertinent documents may, upon prior conference with the PERFORMING AGENCY, be copied by the AACOG or any of its duly authorized representatives. All such information shall be handled by the parties in accordance with good business ethics. The PERFORMING AGENCY shall provide proper facilities within the State of Texas for such access and inspection.
- (b). Audits conducted pursuant to this provision shall be in accordance with state law, regulations and policy, and generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(s).

- (c). The PERFORMING AGENCY agrees to the disclosure of all information and reports resulting from access to records pursuant to Section (a) above to AACOG. Where the audit concerns the PERFORMING AGENCY, the auditing agency will afford the PERFORMING AGENCY an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- (d). Records under Sections (a) above shall be maintained and made available during the entire period of performance of this Contract and until three (3) years from the date of final AACOG payment for the project. In addition, those records which relate to any dispute, litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken shall be maintained and made available until completion of such action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- (e). Access to records is not limited to the required retention periods. The authorized representative designated in Section (a) of this Article shall have access to records at any reasonable time for as long as the records are maintained.
- (f). The audit/access to records Article applies to financial records pertaining to all subagreements and all subagreement change orders and amendments. In addition, this right of access applies to all records pertaining to all subagreements, subagreement change orders and subagreement amendments: to the extent the records reasonably pertain to subagreement performance; if there is any indication that fraud, gross abuse or corrupt practices may be involved; or if the subagreement is terminated for default or for convenience.
- (g). The AACOG reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records kept by the PERFORMING AGENCY on work performed under this Contract.
- (h). The PERFORMING AGENCY agrees to include Sections (a) through (g) of this Article in all subagreements and all change orders directly related to project performance.
- (i). The PERFORMING AGENCY must submit a signed Audit Certification Form with the signed Contract.

Article 8. Independent Financial Audit

The PERFORMING AGENCY shall adhere to the Single Audit requirements of the UGMS, Part IV. The PERFORMING AGENCY shall deliver to the AACOG any applicable audit report within thirty (30) days of completion of the audit report. The PERFORMING AGENCY is responsible for including the Single Audit requirements in all subagreements and shall be responsible for insuring adherence to those requirements by all subgrantees and performing agencies.

AACOG reserves the right to conduct or cause to be conducted an independent audit of all funds received under this Contract which may be performed by the local government audit staff, a certified public accountant firm, or other auditors as designated by the AACOG. Such audit conducted in accordance with applicable professional standards and practices. The PERFORMING AGENCY understands and agrees that the PERFORMING AGENCY shall be liable to the AACOG for any costs disallowed as a result of audit.

Article 9. Amendments to Contracts

Any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal Law or Regulations are automatically incorporated into this Contract without

written amendment hereto, and shall become effective on the date designated by such law or regulation, provided if the PERFORMING AGENCY may not legally comply with such change, the PERFORMING AGENCY may terminate its participation herein as authorized by Article 10.

AACOG may, from time to time, require changes in the Scope of the Services of the PERFORMING AGENCY to be performed hereunder. Such changes that are mutually agreed upon by and between AACOG and the PERFORMING AGENCY in writing shall be incorporated into this Contract.

Any changes in personnel whose salaries are funded under this Contract or any other Contract amendments, including increasing or decreasing the amount of total funding, altering budget category allocations, extending or shortening the term of the agreement, or making minor changes in the scope of work, schedule, or deliverables, **must be approved in advance by the AACOG**. A detailed description of the proposed change(s) shall be submitted in writing by the PERFORMING AGENCY to AACOG for approval. Requests asking for an increase or decrease in the amount of total funding or a significant change in the scope of work are major changes and must be forwarded to TCEQ for approval. Upon approval by TCEQ, authorization to amend the Contract will be documented in writing for signature by both parties and copies of the budget form and signature page retained in the files of both AACOG and the PERFORMING AGENCY. All other changes such as altering budget categories (line items), work extensions, changes in the scope of work, schedules or deliverables will be considered minor adjustments to the contract not requiring additional signatures. Such authorizations will be documented in writing and copies of the authorization retained in the files of both the AACOG and the PERFORMING AGENCY. Authorization to amend the Contract will be documented in writing and copies of the authorization retained in the files of both the AACOG and the PERFORMING AGENCY.

Article 10. Termination of Contract

The PERFORMING AGENCY and AACOG acknowledge that this Contract may be terminated under the following circumstances:

(a). Convenience

AACOG may terminate this Contract in whole or in part without cause at any time by written notice by certified mail to the contractor whenever for any reason AACOG determines that such termination is in the best interest of AACOG. Upon receipt of notice of termination, all services hereunder of the PERFORMING AGENCY and its employees and subcontractees shall cease to the extent specified in the notice of termination. In the event of termination in whole, the PERFORMING AGENCY shall prepare a final invoice within 30 days of such termination reflecting the services actually performed pursuant to the Contract and to the satisfaction of the Executive Director or his designee which has not appeared on any prior invoice. AACOG agrees to pay the PERFORMING AGENCY, in accordance with the terms of the Contract, for services actually performed and accruing to the benefit of AACOG.

The PERFORMING AGENCY may at its discretion cancel or terminate this Contract upon thirty (30) days written notice by certified mail to AACOG. The PERFORMING AGENCY may not give notice of cancellation after it has received notice of default from AACOG. In the event of such termination prior to completion of the contract provided for herein, AACOG, agrees to pay services herein specified on a prorated basis for work actually performed and invoiced in accordance with the terms of this Contract.

(b). Default

AACOG may, by written notice of default to the PERFORMING AGENCY, terminate the whole or any part of the Contract in any one of the following circumstances:

1. If the PERFORMING AGENCY fails to perform the services herein specified within the time specified herein or any extension thereof; or
2. If the PERFORMING AGENCY fails to perform any of the other provisions of this Contract, or so fails to make progress or so violates the Contract in a manner which significantly endangers substantial performance of the Contract or completion of the services herein specified within a reasonable time, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer periods of time as may be authorized by AACOG in writing) after receiving written notice by certified mail of default from AACOG. In the event of such termination, all services of the PERFORMING AGENCY and its employees and subconsultants shall cease and the PERFORMING AGENCY shall prepare a final invoice reflecting the services actually performed pursuant to the Contract and to the satisfaction of the Executive Director of AACOG or his designee which has not appeared on a prior invoice. AACOG agrees to pay the PERFORMING AGENCY, in accordance with the terms of this Contract, for services actually performed and accruing to the benefit of AACOG as reflected on said invoices, less payment of any unearned compensation previously paid and less any costs or damages incurred by AACOG as a result of such default, including an amount agreed to in writing by AACOG and the PERFORMING AGENCY to be necessary to complete the services herein specified, in addition to that which would have been required had the PERFORMING AGENCY completed the services herein specified as required herein.

(c). Additional Requirements

1. In accordance with §2261, Texas Government Code, the following schedule of remedies applies to this contract in the event of substandard performance or other failure to conform to the requirements of the contract or applicable law as set forth in this Section.
 - (i) Reject substandard performance and request corrections without charge to the AACOG.
 - (ii) Issue notice of substandard performance or other non-conforming act or omission.
 - (iii) Request and receive return of any over payments or inappropriate payments.
 - (iv) Reject reimbursement request and suspend payment pending accepted revision of substandard performance or non-conformity.
 - (v) Suspend all or part of the work and/or payments pending accepted revision of substandard performance or non-conformity.
 - (vi) Reject reimbursement requested and withhold all or partial payments. Funds may be retained by the AACOG for recovery or administrative costs or returned to funding source as authorized by agreements with the funding source and by state or federal law.

- (vii) Terminate the contract, demand and receive: return of all equipment purchased of contract funds, return of all unexpected funds, and repayment of expended funds.
- 2. If the AACOG evaluation finds the PERFORMING AGENCY'S performance to be substandard, AACOG may provide its written evaluation report to other governmental entities at any time. AACOG may also provide its written evaluation report to the public as authorized by law.
- 3. AACOG may avail itself of any remedy or sanction provided in this Contract or in law to recover any losses rising from or caused by the PERFORMING AGENCY'S substandard performance or any non-conformity with the agreement or the law. The remedies and sanctions available to AACOG in this Contract shall not limit the remedies available to the AACOG under law.
- 4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the Schedule of Remedies, obligations imposed upon the PERFORMING AGENCY by these General Conditions, and all other rights and remedies available to AACOG there under, are in addition to, and are not to be in any way as 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, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract in connection with each particular duty, obligation, right and remedy to which they apply.
- 5. The pass-through grant agreements shall include requirements for the pass-through grant recipient to document the results of the grant-funded project and to provide those results to the AACOG for use in evaluating program effectiveness and for providing regional results information to the TCEQ as required under this Contract. The results reporting documentation and reporting requirements shall specifically cover reporting on results during the term of the pass-through grant agreement, with additional provisions for the pass-through grant recipient to agree to continue to document, as appropriate to the type of project, the results of the project activities for the life of the program or activities. The AACOG shall further include in these provisions the requirement that the pass-through grant recipient agree to provide the AACOG with follow-up results information on a schedule established by the AACOG, to include a report or reports sufficient to allow the AACOG to provide the TCEQ a report in August 20, 2020, on the continued results of projects funded under this Contract.

Article 11. Severability

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

Article 12. Data and Publicity

All data and other information developed under this Contract shall be furnished to the AACOG and shall be public data and information except to the extent that it is exempted from public access by the Texas Open Records/Public Information Act, Vernon's TEX. GOV'T CODE, §552.

Upon termination of this Contract, all data and information shall become the joint property of the AACOG and the PERFORMING AGENCY.

Article 13. Intellectual Property

- (a). For purpose of this Article, "intellectual property" refers to (1) any discovery or invention for which patent rights may be acquired; (2) any photographs, graphic designs, plans, drawings, specifications, computer programs, technical reports, operating manuals or other copyrightable materials; and (3) any other materials in which intellectual property rights may be obtained.
- (b). If the PERFORMING AGENCY first conceives of, actually puts into practice, discovers, invents or produces intellectual property during the course of its work under this Contract, it shall report that fact to AACOG and TCEQ.
- (c). The PERFORMING AGENCY may obtain governmental protection for rights in the intellectual property. However, the AACOG and TCEQ hereby reserve a nonexclusive, royalty-free and irrevocable license to use, publish or reproduce the intellectual property for sale or otherwise, and to authorize others to do so. The AACOG and TCEQ also reserve a royalty-free nonexclusive, and irrevocable license to use, publish, or reproduce for sale or otherwise, and to authorize others to use, publish, or reproduce, for sale or otherwise (to the extent consistent with the rights of third parties) any intellectual property for which the PERFORMING AGENCY obtains rights with funds received under this Contract.
- (d). In performing work under this Contract, the PERFORMING AGENCY shall comply with all laws, rules and regulations relating to intellectual property, and shall not infringe on any third-party's intellectual property, rights. It shall hold the AACOG and the TCEQ harmless for, and to the extent permitted by the laws and Constitution of the State of Texas, defend and indemnify the AACOG against, any claims for infringement related to its work under this Contract.

Article 14. Energy Efficiency Standards

The PERFORMING AGENCY is encouraged to follow standards and policies on energy efficiency which are contained in the Texas State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Article 15. Hazardous Substances, Waste Disposal and Manifests

The PERFORMING AGENCY, performing agencies and sub-grantees must comply with all applicable Laws and Regulations, including but not limited, to those relating to hazardous substances, waste disposal and manifests.

Article 16. Identification of Funding Sources

The PERFORMING AGENCY shall acknowledge the financial support of TCEQ and the AACOG whenever work funded, in whole or part, by this Contract is publicized or reported in news media or publications. All reports and other documents completed as a part of this Contract, other than documents prepared exclusively for internal use within the AACOG, shall carry the following notation on the front cover or title page:

**FINANCED WITH FUNDS FROM THE
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)
THROUGH THE
ALAMO AREA COUNCIL OF GOVERNMENTS (AACOG)**

Article 17. Dispute Resolution

Disputes under this Contract shall first be addressed by good faith efforts between the parties. AACOG's position shall first be reduced to writing and served upon the PERFORMING AGENCY. The PERFORMING AGENCY shall respond to AACOG's notice within thirty (30) days. Issues unresolved between the parties thereafter shall be submitted to mediation; if unresolved, to binding arbitration by Contract of the parties. Venue for all disputes shall lie in Bexar County, Texas.

Article 18. Oral and Written Contracts

All oral or written agreements between the parties hereto relating to the subject matter of this Contract which were developed and executed prior to the execution of this Contract have been reduced to writing and are contained herein.

Article 19. Safety and Protection

Where applicable, the PERFORMING AGENCY shall be responsible for requiring PERFORMING AGENCIES and sub-grantees to maintain and supervise all necessary safety precautions and programs in connection with the work. The PERFORMING AGENCY shall take all necessary safety precautions.

Article 20. Equal Employment Opportunity and Nondiscrimination Practices

The PERFORMING AGENCY agrees that in the performance of this Contract, it will not discriminate against any employee or applicant because of race, religion, color, sex, age, or national origin and it will comply with the Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). The SUBRECIPIENT assures that no person will, on the ground of race, creed, color, handicap, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of, or be subject to discrimination under any program or activity funded in whole or in part under this Contract.

Article 21. Americans with Disabilities Act (ADA)

The PERFORMING AGENCY shall comply with all applicable requirements of the Americans with Disabilities Act of 2013, as well as state and federal statutes relating to nondiscrimination which include, but are not limited to, those listed in the UGMS.

Article 22. Force Majeure

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed.

Article 23. Conflict of Interest

- (a). The PERFORMING AGENCY agrees to comply with its internal policy prohibiting conflict of interest and with Chapter 171 of the TEX. LOCAL GOVT. CODE ANN. in carrying out this Contract.
- (b). If the PERFORMING AGENCY learns that one of its governing body members, officers, employees, or agents has violated or may violate its internal policy or Chapter 171, the PERFORMING AGENCY agrees promptly to take corrective and appropriate disciplinary action and to notify AACOG in writing of the actual or potential violation and the corrective and disciplinary action taken.

Article 24. Debarment

The PERFORMING AGENCY certifies that neither it or its principals, agents, performing agencies or sub-grantees are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.

The PERFORMING AGENCY shall furnish AACOG with written documentation necessary to provide satisfactory proof of compliance, including but not limited to the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts and Grants", attached hereto and made a part of this Agreement as if fully set forth herein.

The PERFORMING AGENCY shall provide immediate written notice to AACOG, if, at any time during the term of the Agreement, including renewals, learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

Should the PERFORMING AGENCY be debarred by AACOG or another Federal or State agency, pursuant to a debarment policy currently existing or hereafter adopted, said debarment may within AACOG's sole and absolute discretion, be grounds for termination of this Agreement for cause.

Article 25. Survival of Obligations

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 and termination or completion of the Contract.

Article 26. Entire Contract

This Contract represents the entire Contract between the contracting parties and supersedes any and all prior contracts between the parties, whether written or oral.

**FY 2018 - 2019 REGIONAL SOLID WASTE GRANT
PASS-THROUGH GRANT RECIPIENT
REQUEST FOR FUNDS - FORM PT- F1
Attachment E**

1. From:

(Grantee)

2. Date: _____

(Business Address) 3. Contract/Project Number: _____

(City) (Zip)

(Contact person name and phone number)

4. These funds are requested to cover expenditures for the
period: _____ through _____

5. Pass-Through Grant funds received/requested to date: \$ _____

6. Total project expenditures to date, as of _____: \$ _____

7. How much of item 6 is to be covered by grant funds? \$ _____

8. Net (subtract item 7 from item 5): \$ _____

9. **Amount requested:** \$ _____

10. Submitted by:

Printed Name of Certifying Official Signature Date

TO BE COMPLETED BY PAYING AGENCY

Agency Approvals:

Signature Title Date

Signature Title Date

**FY 2018 – 2019 REGIONAL SOLID WASTE GRANT
PASS-THROUGH GRANT RECIPIENT
REQUEST FOR FUNDS - FORM PT- F1**

Detailed Instructions

Please type or print legibly.

Item Entry

1. Self-explanatory
2. Self-explanatory
3. Enter your grant contract number
4. Period for which you are requesting reimbursement.
5. Enter total funds received since the beginning of the grant period plus funds requested but not yet received to date (DO NOT include this request).
6. Enter total PROJECT expenditures (actual/accrued) from the beginning of the grant period to a cut-off date (NOT A PROJECTED DATE). This includes any local match.
7. Enter the amount that will be covered by grant funds from the amount in Item 6.
8. Self-explanatory.
9. Enter the amount of grant funds requested.
10. The original signature of the authorized certifying official is required.

**FY 2018 - 2019 REGIONAL SOLID WASTE GRANTS PROGRAM
SUMMARY OF PASS-THROUGH GRANT EXPENDITURES - FORM PT-F2**

1. COUNCIL OF GOVERNMENTS TO WHICH REPORT IS SUBMITTED:				
2. VENDOR IDENTIFICATION NUMBER:	3. RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS, INCLUDING ZIP CODE):			
4. CONTRACT/PROJECT NUMBER:				
5. FINAL REPORT: <input type="checkbox"/> YES <input type="checkbox"/> NO				
1. ACCOUNTING BASIS: <input type="checkbox"/> Cash <input type="checkbox"/> Accrual				
7. TOTAL GRANT PERIOD: FROM: _____ TO: _____	8. PERIOD COVERED BY THIS REPORT: FROM: _____ TO: _____			

9. BUDGET CATEGORIES	Total Budget	Project Cost This Report	Cumulative Project Cost	Total Balance
a. Personnel/Salaries				
b. Fringe Benefits				
c. Travel				
d. Supplies				
e. Equipment				
f. Contractual				
g. Construction				
h. Other				
i. Total Direct (Sum a - h)				
j. Indirect Costs				
k. Total (Sum i & j)				

¹List (Itemize) on the appropriate supplemental form, component expenses comprising the total cost.

10. CERTIFICATION: I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.

Signature of Authorized Certifying Official _____

Typed or Printed Name and Title _____

Telephone (area code, number and ext.) _____ Date Submitted: _____

**FY 2018 - 2019 REGIONAL SOLID WASTE GRANT
SUMMARY OF PASS-THROUGH GRANT EXPENDITURES - FORM PT-F2**

Detailed Instructions

Form PT-F2

Please type or print legibly. A completed Form PT-F2, and appropriate supplemental forms, must be submitted with each request for reimbursement. The grant recipient may modify these forms to allow for electronic generation, so long as the applicable information is still provided.

Item

Entry

1. Enter the Council of Governments to which the report is submitted.
2. Enter your 14-digit vendor identification number assigned by the State Comptroller's Office.
3. Enter organization name and complete address.
4. Enter the contract or project number.
5. Indicate whether or not this submittal constitutes the final report of expenses incurred under the contract.
6. Indicate accounting basis (cash or accrual).
7. Enter the contract term.
8. Enter the reporting period. Reports are required to be submitted with each request for reimbursement and/or on a schedule set forth in the grant contract.
9. For each category listed in the contract budget, enter the appropriate amount under each vertical column heading. Do not include expenditures funded from other sources.
10. The report must be signed and dated by the authorized official of the submitting agency.

Supplemental Forms

Form F2-A

Itemize all expenditures (for this report period) from the Personnel/Salaries and Travel budget categories. Supplemental documentation (time sheets, travel receipts, etc.) is not required to be attached to this form, but must be retained by the grant recipient.

Form F2-B

Itemize all equipment purchases and contractual expenditures (for this report period) from the Equipment and Contractual budget categories. Legible receipts, if required, must be attached to this form for each listed item or expenditure.

Form F2-C

Itemize all expenditures (for this report period) from the Construction budget category. Legible receipts, if required, must be attached to this form for each listed item or expenditure.

Form F2-D

Itemize all expenditures (for this report period) from the Supplies and the other budget categories. Legible receipts, if required, must be attached to this form for each listed item or expenditure

**FY 2018 - 2019 REGIONAL SOLID WASTE GRANTS PROGRAM
ITEMIZATION OF PERSONNEL/SALARIES AND TRAVEL COSTS
SUPPLEMENTAL FORM F2-A**

PERSONNEL/SALARIES EXPENDITURES (during this report period)

EMPLOYEE NAME	TITLE/POSITION	SALARY THIS PERIOD
TOTAL PERSONNEL/SALARY EXPENDITURES (Must agree with line 9a on Form PT-F2)		\$

TRAVEL EXPENDITURES (during this report period)

DESCRIPTION	REASON	COST THIS PERIOD
TOTAL TRAVEL EXPENDITURES (Must agree with line 9c on Form PT-F2)		\$

Supplemental documentation (time sheets, travel receipts, etc.) is not required to be attached to this form, but must be retained by the grant recipient.

ATTACH ADDITIONAL SHEETS, IF NEEDED

**FY 2018 - 2019 REGIONAL SOLID WASTE GRANTS PROGRAM
ITEMIZATION OF EQUIPMENT AND CONTRACTUAL COSTS
SUPPLEMENTAL FORM F2-B**

EQUIPMENT PURCHASES (during this report period)

NUMBER PURCHASED	ITEM DESCRIPTION	UNIT COST	TOTAL COST
TOTAL EQUIPMENT EXPENDITURES (Must agree with line 9e on Form PT-F2)			\$

CONTRACTUAL EXPENDITURES (during this report period)

PERFORMING AGENCY (NAME)	FOR	TOTAL COST
TOTAL CONTRACTUAL EXPENDITURES (Must agree with line 9f on Form PT-F2)		\$

Legible receipts must be attached to this form for each listed item or expenditure

**FY 2018 - 2019 REGIONAL SOLID WASTE GRANTS PROGRAM
ITEMIZATION OF SUPPLIES AND OTHER COSTS
SUPPLEMENTAL FORM F2-D**

SUPPLIES EXPENDITURES (during this report period)

NUMBER PURCHASED	ITEM DESCRIPTION	UNIT COST	TOTAL COST
TOTAL SUPPLIES EXPENDITURES (Must agree with line 9d on Form PT-F2)			\$

OTHER EXPENDITURES (during this report period)

NUMBER PURCHASED	ITEM DESCRIPTION	UNIT COST	TOTAL COST
TOTAL OTHER EXPENDITURES (Must agree with line 9h on Form PT-F2)			\$

Legible receipts must be attached to this form for each listed item or expenditure.

ATTACH ADDITIONAL SHEETS, IF NEEDED

**FY 2018 - 2019 REGIONAL SOLID WASTE GRANTS PROGRAM
SUMMARY/RESULTS REPORT OF GRANT-FUNDED PROJECT FY 18-19**

1. Grant Recipient:	2. Contract #:
3. Report #:	4. Final FY 16-17 Report: <input type="checkbox"/> Yes <input type="checkbox"/> No
5. Reporting Period: From: to:	6. Grant Term: From: to:
7. Percent Completed to Date: %	8. Estimated Completion Date:

Required Attachments

9. STATUS OF COMPLETION OF WORK TASKS

10. PROJECT RESULTS REPORT

(complete the applicable form for the project being conducted with grant funds, ☒ if attached)

- ☐ Form PT-R1 A: Local Enforcement
- ☐ Form PT-R1 B: Litter/Illegal Dumping Cleanup & Community Cleanup Event
- ☐ Form PT-R1 C: Source Reduction/Recycling
- ☐ Form PT-R1 D: Citizens' Collection Stations & "Small" Registered Transfer Stations
- ☐ Form PT-R1 E: Household Hazardous Waste *(attach a copy of the completed Data Information Form required to be submitted to TCEQ for each HHW collection activity)*
- ☐ Form PT-R1 F: Technical Studies
- ☐ Form PT-R1 G: Education and Training Projects (stand alone projects)
- ☐ Form PT-R1 H: Other

11. CERTIFICATION:

I certify to the best of my knowledge and belief that this report is correct and complete.

Signature of Authorized Certifying Official

Typed or Printed Name and Title

Date Submitted

Results Report
Page 2

Effectiveness of the Grant-Funded Project

a. Describe the goal of the grant-funded project (should be consistent with the initial application information):

b. Is the project achieving the intended goals?

Yes:_____ **No:**_____ **Partially:**_____

Explain below:

**VOLUME-TO-WEIGHT CONVERSION FACTORS
FOR PT-R1 REPORTING PURPOSES**
(for programs that cannot weigh materials or determine their own factors)

Detailed Instructions

To standardize reporting and maximize accuracy, recycling programs are encouraged to weigh their materials or develop their own volume-to-weight conversion factors (densities). The following table is provided to help programs without access to scales convert volumes to weights for reporting purposes. These factors are not intended for use in determining payments for handling or sales of materials. These factors were compiled from several sources (primarily by Resource Recycling Magazine) and do not necessarily represent your conditions, particularly for yard trimmings. Where references listed a range of values, a mid-range density is tabulated below.

Wherever possible, you should indicate the conversion factors that you used in reporting the quantities of materials recovered. Volumetric equivalents are provided at the end of the table to help determine volumes in cubic yards knowing other volumetric measures or numbers of certain containers. To report in tons, divide weights in pounds by 2000 pounds per ton.

OTHER CONVERSION FACTORS:

1 Pallet = 30 to 100 pounds each, averaging 40 pounds each

1 Passenger Tire = 20 pounds each (19.8 pounds by statute)

1 Truck Tire = 60 to 90 pounds each

VOLUMETRIC EQUIVALENTS

27 cubic feet = 1 cubic yard

46656 cubic inches = 1 cubic yard

One Gaylord box (40x48x36) = 1.48 cubic yards

To get volume in cubic yards:

Divide the number of cubic feet by 27

Divide the number of cubic inches by 46656

Multiply number of Gaylord boxes by 1.48

Multiply number of 55-gallon barrels by 0.27

FY 2018 - 2019 REGIONAL SOLID WASTE GRANTS PROGRAM
Individual Project Results Reports
Form PT-R1 (Supplemental)

MATERIAL	LEVEL OF PROCESSING	POUNDS PER CUBIC YARD
GLASS CONTAINERS		
Whole		500
Semi-crushed (manually broken)		1000
Crushed to less than 1-1/2" (mechanically broken)		1800
Furnace ready, less than 1/4"		2700
METAL		
Aluminum Cans	Whole	60
	Flattened	200
	Baled	350
	Densified	1080
	Shreds	400
Steel (Tin) Cans	Whole	150
	1/3 Flattened	235
	Flattened	400
	Baled	850
	Densified	1600
Appliances	Uncompacted	200

MATERIAL	LEVEL OF PROCESSING	POUNDS PER CUBIC YARD
ORGANICS		
Grass Clippings	Loose, green	350
	Compacted, green	650
Leaves	Loose, dry	150
	Shredded, dry	300
	Vacuumed	400
	Compacted	550
Brush & Branches	Loose	250
	Chipped, 3" Screen	600
Yard Trimmings	Loose	600
	Compacted	1040
Clean Wood Material	Chipped	500
Vegetative Food Material	From the kitchen	800
	Solid & liquid fats	1500
E-WASTE		
CPU's		20-40 lbs. ea.
Hard Drives		1 lbs. ea.
Keyboards		2 lbs. ea.
Laptops		5 - 12 lbs. ea.
Monitors		15 - 35 lbs. ea.
Printers		35 - 100 lbs. ea.
Speakers		3 lbs. ea.

MATERIAL	LEVEL OF PROCESSING	POUNDS PER CUBIC YARD
PAPER		
Newspaper	Loose	430
	Loose, stacked	600
	Baled	650
	Baled, horizontal, single ram	700
	Baled, horizontal, double ram	800
Corrugated Containers	Loose	100
	Compacted, packer truck	250
	Baled, downstroke	500
	Baled, horizontal, single ram	650
	Baled, horizontal, double ram	750
Office/Computer Paper	Loose	350
	Baled	750
Mixed Paper	Loose	150

MATERIAL	LEVEL OF PROCESSING	POUNDS PER CUBIC YARD
PLASTIC		
PET Soft Drink Bottles	Whole	34
	Flattened	75
	Baled	400
	Baled and perforated	650
	Granulated	550
HDPE Milk or Water Bottles	Whole	30
	Flattened	65
HDPE Colored Bottles	Whole	45
	Flattened	90
HDPE Bottles	Baled	400
	Granulated	550
PET & HDPE Milk or water bottles	Whole, loose	32
PET & HDPE Colored Bottles	Whole, loose	38
Plastic Film	Baled	850
TEXTILES		
	Loose	600
	Baled	600

**FY 2018/2019 Regional Solid Waste Grant
Results Report Form 10a: Local Enforcement
PLEASE FILL OUT EVERY LINE!!**

Reporting Parameter	Cumulative FY 2018/2019 Results
Total amount of grant funding	\$
Total number of illegal dumping sites investigated	
Number of Class C misdemeanor sites investigated (5 lbs or less)	
Number of Class B misdemeanor sites investigated (5 -500 lbs.)	
Number of Class A misdemeanor sites investigated (500 - 1000 lbs.)	
Number of Felony sites investigated (1000 lbs. or more)	
Total number of chronic dump sites routinely investigated	
Total number of violators identified	
Total number of fines issued	
Total amount of fines collected	\$
Total number of illegal dumping sites cleaned up through enforcement actions	
Total amount of waste (<i>in pounds</i>) removed from illegal dumping sites through enforcement actions	
If surveillance camera(s) purchased: Number of days camera(s) were used	

Education & Training Component

Reporting Parameter	Results
Amount of grant funding applied toward education/training activities	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

Comments:

**FY 2018/2019 Regional Solid Waste Grant
Results Report Form 10b: Litter/Illegal Dumping Cleanup
& Community Collection Event
PLEASE FILL OUT EVERY LINE!!**

Reporting Parameter	Cumulative FY 2018/2019 Results
Total grant funding amount	\$
Total number of participants/volunteers:	
For community collection events:	
Total number of individual collection events held	
Total amount of waste collected for disposal (<i>in tons</i>)	
Total amount of materials diverted for recycling/reuse (<i>in tons</i>)	
Total revenue from sale of diverted materials	\$
For river/lake and community litter cleanups:	
Total number of individual cleanup events held	
If applicable, total waterfront cleaned up (<i>in miles</i>)	
If applicable, total estimated land area cleaned up (<i>in acres</i>)	
Total debris/litter collected for disposal (<i>in pounds</i>)	
Total amount of materials collected for recycling/reuse (<i>in pounds</i>)	
For periodic or ongoing cleanup of illegal dump sites:	
Total number of litter and illegal dump sites cleaned up	
Total estimated land area cleaned up (<i>in acres</i>)	
Total amount materials collected for disposal (<i>in pounds</i>)	
Total amount of material collected for recycling/reuse (<i>in pounds</i>)	

Education & Training Component

Reporting Parameter	Results
Amount of grant funding applied toward education/training activities	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

Comments:

**FY 2018/2019 Regional Solid Waste Grant
Results Report Form 10c: Source Reduction & Recycling
PLEASE FILL OUT EVERY LINE!!**

Reporting Parameter	Cumulative FY 2018/2019 Results
Total grant funding amount	\$
Total amount <i>(in tons)</i> of materials diverted	
Amount <i>(in tons)</i> of brush/yard waste diverted	
Amount <i>(in tons)</i> of glass diverted	
Amount <i>(in tons)</i> of metal diverted	
Amount <i>(in tons)</i> of plastic diverted	
Amount <i>(in tons)</i> of cardboard diverted	
Amount <i>(in tons)</i> of newspaper diverted	
Amount <i>(in tons)</i> of other paper diverted	
Amount <i>(in tons)</i> of C&D debris diverted	
Number of months materials collected <i>(to be used in obtaining averages)</i>	
Average monthly diversion amount <i>(in tons)</i>	
Total number of persons served	
Total revenue from sale of diverted materials	\$
Average monthly revenue	\$
Total disposal costs avoided <i>(i.e., what it would have cost to landfill the total amount of materials diverted)</i>	\$
Average monthly disposal costs avoided	\$

Education & Training Component

Reporting Parameter	Results
Amount of grant funding applied toward education/training activities	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

Comments:

**FY 2018/2019 Regional Solid Waste Grant
Results Report Form 10d: Local Solid Waste Management Plans
PLEASE FILL OUT EVERY LINE!!**

Reporting Parameter	Cumulative FY 2018/2019 Results
Total grant funding amount	\$
Total population affected or covered by plan	
Total number of municipalities affected or covered by plan	
Total number of counties affected or covered by plan	
Total number of persons served	
Total number of entities having implemented actions related to plan goals, objectives, or recommendations	

Education & Training Component

Reporting Parameter	
Amount of grant funding applied toward education/training activities	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

**FY 2018/2019 Regional Solid Waste Grant
Results Report Form 10e: Citizens' Collection Stations and
"Small" Registered Transfer Stations**

Reporting Parameter	Cumulative FY 2018/2019 Results
Total grant funding amount	\$
Total number of persons served	
Total amount of waste collected for disposal (<i>in tons</i>)	
Total amount of materials diverted for beneficial use (<i>in tons</i>)	
Total revenue from sale of diverted materials	
Number of months collection or transfer station in operation (<i>to be used in obtaining averages</i>)	
Average monthly disposal amount (<i>in tons</i>)	
Average monthly amount diverted for beneficial use (<i>in tons</i>)	
Total fees collected for station use	\$
Average monthly fees collected	\$
Average monthly revenues from sale of materials diverted for beneficial use	\$

Education & Training Component

Reporting Parameter	Results
Amount of grant funding applied toward education/training activities	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

**FY 2018/2019 Regional Solid Waste Grant
Results Report Form 10f: Household Hazardous Waste Management**

Reporting Parameter	Cumulative FY 2018/2019 Results
Grant funding amount	\$
Total number of collection events, including Texas Country Cleanups & E-waste	
Total number of permanent collection facilities/mobile collection units	
Total number of participants/customers	
FOR HHW & Texas Country Cleanup Events	
Total amount of HHW (excluding hazardous paint) collected (<i>in pounds</i>)	
Total amount of hazardous paint collected (<i>in pounds</i>)	
Total cost of hazardous materials contractor services	\$
Total cost of tire contractor services	\$
Total cost of electronics materials contractor services	\$
Total amount of nonhazardous paint collected for reuse/recycling (<i>in gallons</i>)	
Total number of lead-acid batteries collected for reuse/recycling	
Total amount of used oil collected for reuse/recycling (<i>in gallons</i>)	
Total number of used oil filters collected for reuse/recycling	
Total amount of used antifreeze collected for reuse/recycling (<i>in gallons</i>)	
Total number of used tires collected for reuse/recycling	
Total number of empty pesticide containers collected for recycling/reuse	
For E-Waste Events	
Amount (<i>in tons</i>) of low grade electronics diverted	
Amount (<i>in tons</i>) of televisions diverted	
Amount (<i>in tons</i>) of CPUs diverted	
Amount (<i>in tons</i>) of monitors diverted	
Amount (<i>in tons</i>) of Other diverted (list other)	

Education & Training Component

Reporting Parameter	Results
Amount of grant funding applied toward education/training activities	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

**FY 2018/2019 Regional Solid Waste Grant
Results Report Form 10g: Technical Studies**

Reporting Parameter	Cumulative FY 2018/2019 Results
Grant funding amount	\$
Total population affected or covered by study	
Total number of municipalities affected or covered by study	
Total number of counties affected or covered by study	
Total number of entities having implemented actions related to study findings or recommendations	

Education & Training Component

Reporting Parameter	Results
Amount of grant funding applied toward education/training activities	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

**FY 2018/2019 Regional Solid Waste Grant
Results Report Form 10h: Education and Training (*stand alone project*)**

Reporting Parameter	Cumulative FY 2016/2017 Results
Total grant funding amount for stand-alone education/training grant	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

Comments:

**FY 2018/2019 Regional Solid Waste Grant
Results Report Form 10i: Other - _____ (include project name)**

Note: For use with other projects that may be authorized by TCEQ for funding by the COG. The COG should include appropriate reporting parameters, consistent with the parameters used for the general category projects, to allow for consolidation of the information to include in a report to TCEQ.

Reporting Parameter	Cumulative FY 2016/2017 Results

Education & Training Component

Reporting Parameter	Results
Amount of grant funding applied toward education/training activities	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

Comments:

**FY 2018 - 2019 REGIONAL SOLID WASTE GRANT
PASS-THROUGH GRANT SUMMARY REPORT
(FORM PT-S1)**

1. Grant Recipient:	2. Contract No.:
3. Report No.:	4. Report Period: From _____ To: _____
5. Percent (%) Completed to Date:	6. Estimated Completion Date:

7. STATUS OF COMPLETION OF WORK TASKS*: For **each** major work task or deliverable set forth in your grant contract, provide the following information (use the accompanying sheet):
- A. Estimate the percent (%) complete of the task or deliverable.
 - B. Briefly explain the activities conducted to date towards completing the task or deliverable. Be sure to provide information on the status of equipment purchases and/or facility construction, if applicable.
 - C. List the major activities remaining to be conducted towards completing the task or deliverable.
 - D. Provide an estimated date for the completion of the task or deliverable.
 - E. Explain any problems or delays in completing the task or providing the deliverable.

**Provide copies of all materials and documents produced with grant funds to date (e.g., reports, plans, brochures, educational materials, videos, etc.).*

8. SIGNATURE:

Signature of Submitting Official

Typed or Printed Name and Title

Date Submitted

9. ☒ If Final Report _____

Project Completion Certification:

For the final report, the submitting official certifies that to the best of his/her knowledge and belief, all tasks and deliverables required under the grant have been completed, except as noted and fully explained in the report, and the terms of the grant contract have been met.

**PASS-THROUGH GRANT SUMMARY REPORT
STATUS OF COMPLETION OF WORK TASKS
Sheet ____ of ____**

1. Task/Deliverable:

- A. Percent (%) completed:
- B. Activities conducted to date:

- C. Major activities remaining to complete the task:
- D. Estimated completion date:
- E. Comments:

2. Task/Deliverable:

- A. Percent (%) completed:
- B. Activities conducted to date:

- C. Major activities remaining to complete the task:
- D. Estimated completion date:
- E. Comments:

ATTACH ADDITIONAL SHEETS, IF NEEDED

**PASS-THROUGH GRANT SUMMARY REPORT
STATUS OF COMPLETION OF WORK TASKS
Sheet ____ of ____**

3. Task/Deliverable:

- A. Percent (%) completed:
- B. Activities conducted to date:

- C. Major activities remaining to complete the task:
- D. Estimated completion date:
- E. Comments:

4. Task: Processing Efforts & Community Involvement

- A. Educate Staff on Processing Procedures
 - Timeframe: August-September 2016
 - Responsible Entity: Bandera County
- B. Educate Community-Accepted Recyclables, Community Meetings Etc.
 - Timeframe: September-October 2016
 - Responsible Entity: Bandera County

ATTACH ADDITIONAL SHEETS, IF NEEDED

**PASS-THROUGH GRANT SUMMARY REPORT
STATUS OF COMPLETION OF WORK TASKS
Sheet ____ of ____**

5. Task/Deliverable:

- A. Percent (%) completed:
- B. Activities conducted to date:

- C. Major activities remaining to complete the task:
- D. Estimated completion date:
- E. Comments:

REMARKS: Explain any problems encountered in conducting the overall project. Provide other information that may be helpful in understanding the status of the project.

**FY 2018 - 2019 REGIONAL SOLID WASTE GRANT
PASS-THROUGH PERFORMING AGENCY
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR CONTRACTS AND GRANTS
Attachment F**

NAME OF INDIVIDUAL, AGENCY, BUSINESS OR ORGANIZATION:		Doing business as (DBA), if applicable:	
ADDRESS	Applicable Procurement or Solicitation #, if any:	Federal Employer Tax Identification #:	

READ CAREFULLY BEFORE SIGNING THIS CERTIFICATION: Federal regulations require contractors, bidders, and subgrantees to sign and abide by the terms of this certification, without notification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this certification, the prospective vendor/grantee is attesting/acknowledging the representations set out below.
2. This certification is a material representation of fact upon which the Alamo Area Council of Governments (AACOG) will rely on when this transaction is entered into. If it is later determined that the prospective vendor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to Federal or State departments or funding agency(s), AACOG may pursue on its own available remedies, including contract termination, suspension and debarment.
3. **The prospective vendor/grantee shall provide immediate written notice to AACOG, Director of Administrative Services, 8700 Tesoro Drive, Suite 160, San Antonio, TX 78217, if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.**
4. The terms "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification, have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. You may contact the person to which this proposal or contract is submitted for assistance in obtaining a copy of this regulation.

5. The prospective vendor/grantee agrees, by submitting this certification, that should the proposed contract/grant be entered into, it "Shall not knowingly enter into any lower-tier-covered transaction or sub-contract with a person or entity that is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction, unless pre-authorized by the appropriate federal or state department or agency, or by AACOG.

Do you have or do you anticipate having sub-vendors/sub-grantees under this proposed agreement?

☐ Yes ☐ No

6. The prospective vendor/grantee further agrees by submitting this certification, that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts and Grants," without modification, in all lower-tier covered transactions and sub-contracts and in all solicitations for lower-tier covered transactions and sub-contracts.
7. A vendor/grantee may rely upon a certification of a prospective participant that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from the transaction, unless it knows that the certification is erroneous. Each vendor/grantee is required to check the list of parties excluded from Federal and State Procurement and Non-procurement Programs. **AACOG checks this list for all parties to which it provides funds that are derived directly or indirectly from the Federal Government.**
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this certification document. Participants are not required to have knowledge and information exceeding that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a transaction knowingly enters into a lower-tier transaction or contract with a person who is proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from participation, in addition to other remedies available to the Federal Government, AACOG or its applicable funding agency(s) may pursue available remedies, including contract termination, suspension and/or debarment.

Check the statement that applies to the potential vendor/grantee:

- ☐ 1. The prospective vendor/grantee certifies by submission of this certification, that neither it nor its principals:
- (a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal or State department or agency; and
 - (b) Have, within a three-year period preceding this certification, been convicted of or had a civil judgment rendered against them for fraud; committed a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract; violated Federal or State antitrust statutes; committed embezzlement, theft, forgery, bribery, falsification or inappropriate destruction of records; or received stolen property; and
 - (c) Is presently indicted for or otherwise charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in the preceding paragraph (b) of this certification; and
 - (d) Have, within a three-year period preceding this certification, had one or more contracts or transactions (Federal, State, or local) terminated for cause or default.
- ☐ 2. The potential vendor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential vendor/grantee must attach a signed and dated explanation for each of the above terms, 1(a) through 1(d), to which it cannot certify.

NAME OF POTENTIAL VENDOR/GRANTEE:	
-----------------------------------	--

Signature of Authorized Representative:	Printed/Typed Name and Title of Authorized Representative

Date: _____

**FY 2018 - 2019 REGIONAL SOLID WASTE GRANT
PASS-THROUGH GRANT RECIPIENT
AUDIT CERTIFICATION FORM
Attachment G**

Performing Agency: _____ Fiscal Year: _____ Contract# _____

Based upon revisions to OMB Circular A-133 (Federal Register/Vol. 68, #124, 6/27/03) and Uniform Grant Management Standards State of Texas Single Audit Circular (November 2000) (UGMS), performing agencies expending \$500,000 or more in total Federal or total State awards (from AACOG and other funding sources) beginning with fiscal years ending January 31, 2004, shall obtain either an annual single audit or an annual program audit (OMB A-133 Subpart B Sec. 200 and UGMS). The performing agency may have a program specific audit in accordance with OMB Circular A-133 or UGMS if they expended funds for only one Federal (as listed in the Catalog of Federal Domestic Assistance) or one State program. If the funds were spent for more than one Federal or State program, a single audit is required.

- ☐ We ***have exceeded*** the federal or state expending threshold of \$500,000. We will have out Single Audit or Program Specific Audit completed and will submit the audit report within nine (9) months after the end of the audited fiscal year.
- ☐ We ***did not exceed*** the \$500,000 federal or state expenditure threshold required for a Single Audit or Program Specific Audit to be performed this fiscal year. (fill out schedule below)

Federal / State Funds				
Federal/State Grantor	Program Name Grantor	CFDA Number If applicable	Contract Number	Expenditures
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Expenditures for this Fiscal Year \$ _____

Authorized Signature Date Phone Number

Printed Name Title Fax Number

Mailing Address Email Address

Submit original form to AACOG Accounting Department

**FY 2018 - 2019 REGIONAL SOLID WASTE GRANT
PASS-THROUGH GRANT RECIPIENT
CERTIFICATE OF INSURANCE
Attachment H**

Attachment D, Article 6: Insurance and Liability.

To satisfy the requirement above, please submit a copy of the Certificate of Insurance.

**FY 2018 - 2019 REGIONAL SOLID WASTE GRANT
PASS-THROUGH GRANT RECIPIENT
Purchasing Policy Forms
Attachment I**

Performing Agency

Fiscal Year

Contract #

For reimbursement purposes, a copy of the recipients Purchasing Policy is required. Please complete one of the following tasks:

- _____ 1. Attach a copy of the Purchasing Policy.
- _____ 2. Provide a link to the Purchasing Policy:_____
- _____ 3. If you do not have a written Purchasing Policy, please follow:
The Uniform Grant and Contract Management Act, Texas Government Code, §§783.001, et. seq., and the Uniform Grant Management Standards, 1 TAC §§5.141-5.167 (collectively UGMS). Link: www.governor.state.tx.us/files/state-grants/UGMS_062004.doc.

**FY 2018 - 2019 REGIONAL SOLID WASTE GRANT
PASS-THROUGH GRANT RECIPIENT
COMPLIANCE TOOLS FOR APPLICABLE
STATUTES AND REGULATIONS
Attachment J**

The attached links will be of assistance in ensuring compliance with the TCEQ rules and regulations.

With each funded project, it is the responsibility of the funded entity to identify the TCEQ rules and regulations which may apply to the activity funded. All funded entities must comply with all applicable rules and regulations, even if the local government is exempt from notifying the TCEQ of the funded activity, e.g., local government recycling initiatives. The below links will be of assistance in ensuring compliance with the TCEQ rules and regulations.

For information on Regulations, Resources, and Guidance on Recycling Electronic Equipment, go to:

<http://www.tceq.texas.gov/assistance/industry/e-recycling/e-recycling-regs.html>.

For information on E-Recycling/Recycling Compliance Resources, go to:

<http://www.tceq.texas.gov/assistance/industry/e-recycling/recycling-compliance>.

To view our Compliance Overview Tools, go to: <http://www.tceq.texas.gov/assistance/industry/e-recycling/recycling-compliance#tools>. This is where you can find the E-recycling/Recycling Facility Compliance Checklist. Use the E-recycling/Recycling Facility Compliance Checklist to evaluate whether the recycling facility you intend to send recyclables to is an authorized facility. This will be a helpful tool to screen solid waste/recycling service providers that you may contract with, and prior to placing them on your lists of solid waste/recycling service providers, and/or placing links on your website to their website and information.

To see what authorizations a facility may have please check central registry at: http://www.tceq.texas.gov/permitting/central_registry.

If a COG or local government is unsure what regulations apply or have questions about authorizations listed in TCEQ's Central Registry, please call the TCEQ's Small Business and Local Government Assistance Section toll free at 1-800-447-2827. More information on this program is available at: <http://www.tceq.texas.gov/assistance>.

The table presented on the next page, *MSW Facility Funding Eligibility Table*, is a useful tool to help identify those rules which may be applicable for certain funded activities. Please note this table does not supersede the contract, nor does it take the place of the TCEQ rules and regulations, and all rule references should be verified personally..

MUNICIPAL SOLID WASTE FACILITY FUNDING ELIGIBILITY TABLE

July 1, 2011

This table is provided for guidance only and does not replace nor supersede State Rules and Regulations. It is incumbent on each individual referencing this document to verify all information provided. TCEQ Form 10400, Core Data Form, must be submitted to accompany each identified form. Financial Assurance (30 TAC 37) is required for Recycling Centers, Used Oil Recycling, Scrap Tire Facilities, and facilities storing combustible materials.

Asterisk (*) indicates funding may be considered on a case by case basis, but the TCEQ must approve the application prior to submittal.

ACTIVITY	NOTIFICATION REQUIRED	REGISTRATION REQUIRED	PERMIT REQUIRED *
Municipal Solid Waste (MSW) Transfer Station Send in: TCEQ Form No. 20370, Notice of Intent to Operate a Low Volume Transfer Station	30 TAC 330.11(g) Transfer Station (TS): MSW Type V Facility: A facility used for transferring solid waste from collection vehicles to long haul vehicles (one transportation unit to another transportation unit). It is not storage facility such as one where individual residents can dispose of their wastes in bulk storage containers that are serviced by collection vehicles. TS must notify if it provide service for: * Operator owns/controls facility * Meet all applicable county ordinances * Operator must perform public notice * Transfer waste off-site at least weekly * Located outside an Extra-territorial Jurisdiction area * Stores ≤ cubic yards	30 TAC 330.9(b)(1), (2), (3), and/or (f): A TS may get a Registration if: * Municipality w/population < 50,000 * County w/population < 85,000 * TS transfers ≤ 125 tons/day * Located w/ in permitted landfill facility * Recovers ≥ 10% of waste stream for beneficial reuse** ** curb-side source separated recycling programs within the collection area may be counted towards the 10% recovered	30 TAC 330.7 (a) Transfer Station: TS is permitted when none of the registration exemptions applies, i.e. the service is for: * Municipality w/ population greater than 50,000 * County w/ population more than 85,000 * TS transfers > 125 tons/day * TS recovers < 10% of waste stream for beneficial reuse

ACTIVITY	NOTIFICATION REQUIRED	REGISTRATION REQUIRED	PERMIT REQUIRED *
Citizens' Collection Station Send in: TCEQ Form 10400 Core Data Form w/ letter of notice & Form 20429	30 TAC 330.00(e)(1) Citizens' Collection Station (CCS): MSW Type V Facility: A facility established for the convenience and exclusive use of residents (not commercial or industrial users or collection vehicles), except that in small communities where regular collections are not available, small quantities of commercial waste may be deposited by the generator of the waste. The facility may consist of one or more storage containers, bins, or trailers.	Any activity above and beyond those approved for CCSs will need to be reviewed against the appropriate Texas Administrative Code (TAC) and the facility owner/operator may be required to submit appropriate application information for a MSW Registration or MSW Permit based upon the activity.	As applicable
ACTIVITY	NOTIFICATION REQUIRED	REGISTRATION REQUIRED	PERMIT REQUIRED *
Recycling Facility (RF) Send in: TCEQ Form No. 20049, Notice of Intent to Operate a Recycling Facility	30 TAC 330.11(e0(e): Recycling Facility: A collection and processing point for only nonputrescible (waste which will not decompose and create odors or gases, or attract disease carrying vectors. Includes garbage, wastewater sludge, and grease trap waste) source-separated recyclable material, provided that the facility is in compliance with 328.3 – 328.5. * 328.3 - General Requirements *328.4 - Limitations on Storage *328.5 - Reporting & Record Keeping Requirements Local governments, agencies of the State or Federal government are exempt from the notification requirement.	* In accordance with 30 TAC 328.(4)(c) A RF that fails to comply with the requirements of 30 TAC Chapter 328 shall be required, if the executive director so requests in writing, to obtain a Registration as a MSW Facility under the provisions of the MSW Rules (30 TAC Chapter 330) or Composting Rules (30 TAC Chapter 332). * A RF which takes on the activities of a TS must satisfy the notification, registration, or permitting requirements noted previously for Transfer Stations	In accordance with 30 TAC 328.(4)(c) A recycling facility that fails to comply with the requirements of 30 TAC Chapter 328 shall be required, if the executive director so requests in writing, to obtain a permit as a MSW Facility under the provisions of the MSW Rules (30 TAC Chapter 330) or Composting Rules (30 TAC Chapter 332).

ACTIVITY	NOTIFICATION REQUIRED	REGISTRATION REQUIRED	PERMIT REQUIRED *
Composting Facility Send in: TCEQ Form No. 0651, Notice to Operate a Compost Facility	30 TAC 332: Composting Facility (CF): A facility for processing the stabilized product of decomposition which is used or sold for use as a soil amendment, artificial top soil, growing medium amendment, or other similar uses. Operations Requiring a Notification (30 TAC 332.21 – 332.23): * Feed stock that includes any source-separated meat, fish, dead animal carcasses, oils, greases, or dairy materials; and, * Operations which incorporate the above with source-separated yard trimmings, clean wood material, vegetative material, paper, or manure.	A CF which takes on putrescible waste streams will be required to submit for appropriate Registration if: (30 TAC 332.31 – 330.38) * Feed stock includes municipal sewage sludge; * Feed stock includes positively-sorted organic materials from the MSW stream; * Feed stock includes source-separated organic materials not exempted by 30 TAC 332.3(d); * Feed stock includes disposable diapers or paper products soiled by human excreta; * Feed stock includes paper production sludge byproduct at TCEQ ED discretion; * Feed stock includes any of the above with source-separated yard trimmings, clean wood material, vegetative material, paper, manure, meat, fish, dairy, oil, grease materials, or dead animal carcasses.	A CF which takes on putrescible waste streams will be required to submit for an appropriate MSW Permit if: (30 TAC 332.41 – 332.47) * Composting mixed MSW; * Use of mixed MSW as compost feedstock; * Commercially composting grease trap waste; or, * Composting any amount of grease trap waste.

ACTIVITY	NOTIFICATION REQUIRED	REGISTRATION REQUIRED	PERMIT REQUIRED *
Liquid Waste Transfer Facility Send in: TCEQ Form No. 10426, Notice of Intent to Operate a Liquid Waste Transfer Station	30 TAC 330.11(e)(4): (only 6 grandfathered facilities exist in Texas) MSW Type V Facility: A liquid waste transfer station designed and operated in accordance with 30 TAC 330 MSW Rules, Subchapter E (330.201 – 330.249), which was in existence prior to March 27, 2006. Liquid Waste (LW): Any waste material that is determined to contain “free liquids” as defined by US EPA Method 9095 (paint filter test), as described in Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods” (EPA Publication No. SW-846). * < 32,000 gallons/day at a fixed site * < 30 days onsite	30 TAC 330.9(g) and (o): Liquid Waste Transfer Station: A new MSW Type V Facility which processes only grease trap waste, grit trap waste, or septage or a combination of these three liquids. * Facility must attain a 10% recovery of material for beneficial use from the incoming waste stream. * < 32,000 gallons/day at a fixed site (After March 26, 2006) * < 30 days onsite (After March 26, 2006)	30 TAC 330.7 (a): Liquid Waste Transfer Station: MSW Type V Facility which fails to realize 10% recovery of material for beneficial use from the incoming waste stream, and/or which receives > 32,000 gallons per day.
ACTIVITY	NOTIFICATION REQUIRED	REGISTRATION REQUIRED	PERMIT REQUIRED *
Liquid Waste Temporary Storage Facility Send in: TCEQ Form 10400 Core Data Form w/ letter of notice	30 TAC 330.11 (3) (5): MSW Type V Facility: A temporary storage facility regulated under 30 TAC 312.147 (relating to temporary storage) used for temporarily storing/accumulating liquid waste prior to transport for processing by service vehicles. * < 8,000 gallons for < 4 days stored in mobile containers.	N/A	N/A

ACTIVITY	NOTIFICATION REQUIRED	REGISTRATION REQUIRED	PERMIT REQUIRED *
Used Oil Collection Call in: TCEQ IHW/MSW registration & Reporting Section 512-239- 6413	30 TAC 324.7 (1) or (3) & 40 CFR Part 279.64 Any of the aforementioned facilities which provide used oil collection services must notify the TCEQ by calling the Registration & Reporting Section at 512-239-6413. Please refer to the State of Texas Used Oil Standards (30 TAC 324) and/or The Used Oil Recycling Handbook: Guidance for Used Oil Handlers, Rev 11/05 (TCEQ Regulatory Guidance 325) for more information.	As applicable. <i>Do-it-yourselfer used oil collection center</i> means any site or facility that accepts/aggregates and stores used oil collected only from household do-it-yourselfers. <i>Used oil collection center</i> means any site or facility that is registered/licensed/permitted/reco gnized by a state/county/municipal government to manage used oil and accepts/aggregates and stores used oil collected from used oil generators regulated under subpart C of this part who bring used oil to the collection center in shipments of no more than 55 gallons under the provisions of §279.24. Used oil collection centers may also accept used oil from household do-it-yourselfers.	As applicable

For additional information concerning activity classification of proposed applications and/or funding eligibility, please contact the Regional Solid Waste Grants Program at: TCEQ, RSWG (MC-126), P.O. Box 13087, Austin, Texas, 78711-3087, or call (512) 239-2335. If a contact is uncertain of the type of facility they actually are, then please direct them to the Municipal Solid Waste Permits Section at: TCEQ, MSW Permits (MC-124), P.O. Box 13087, Austin, Texas, 78711-3087, call (512) 239-2334, or E-mail the MSW Permits Section at MSWPER@tceq.state.tx.us. For more information on the TCEQ's MSW Permits Program and/or to download electronic copy of the forms referenced in this table, please visit http://www.tceq.state.tx.us/permitting/waste_permits/msw_permits/msw.html. Contacts may also visit one of TCEQ's 16 Regional Offices in their area of the State. A list of TCEQ Field Office locations, points of contact, and addresses is located at: http://www.tceq.state.tx.us/comm_exec/forms_pubs/pubs/gi-002.html

CITY COUNCIL STAFF SUMMARY

Meeting Date: February 26, 2018

Agenda item: 6.8

Prepared by: Bill Hill

Reviewed by: Bill Hill

AGENDA ITEM DESCRIPTION: Discussion / action - Transfer portions of Fund Balance to Capital Replacement / Improvement Fund - City Manager

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Attachments for Reference:

- 1) GF (Audited) Fund Balance %
- 2) Capital Equipment Replacement Schedule
- 3) Capital Fund Balance Recap***

BACKGROUND / HISTORY: At the end of each fiscal year, the City reports as Unassigned Fund Balance for the General Fund the amount in excess of any funds that are otherwise legally restricted and the Committed Fund Balance. This amount is to be used for accumulating funding for capital projects, equipment replacement, and/or for budgetary shortfalls and unexpected expenditures. Appropriation from the Unassigned General Fund balance requires the approval of the City Council.

It is the goal of the City to achieve and maintain an unassigned General Fund balance equal to 25 percent to 50 percent of budgeted expenditures. The City considers a balance of less than 20 percent to be a cause for concern, barring unusual or deliberate circumstances, and a balance of more than 50 percent as excessive. An amount in excess of 50 percent is to be considered for reservation to accumulate funding for capital projects and equipment, and/or to reduce the tax levy requirements, and shall be determined in conjunction with the annual budget process. In the event that the unassigned General Fund balances is less than the policy anticipates, the City shall plan to adjust budget resources in the subsequent fiscal years to restore the balance.

At the February 22, 2016 meeting the City Council approved Ordinance No. O-2016-002 which allocated \$1,643,749 from unassigned General Fund balance to the Capital Improvement / Replacement Fund.

At the January 2017 Council meeting, Council took no action to transfer fund balance since the fund balance was approximately 49%.

At the January 22, 2018 meeting, City Council directed staff to prepare a proposal to re-allocate the City's unassigned general fund balance to the Capital Improvement/Replacement Fund.

The general fund Capital Improvement/Replacement fund and schedules portrayed in the 2017-18 budget have been carried-over from the initial work done several years ago and was updated during the recent budget process. Generally, these Capital Replacement funds are estimates and projections intended to resource future expenditures over time and the estimated values and service times are likely to change over time based upon a number of factors.

DISCUSSION: Attachment 1 GF – Fund Balance Funding % shows at the City’s audited fund balance as of 9-30-2017 at \$3,072,119. The chart on this attachments shows that this fund balance amount is 54.8% of the FY2017-18 adopted budget or \$270,599 over the 50% target.

Because the City’s fund balance policy calls for the City to maintain a fund balance between 25 and 50 percent, City staff recommends transferring \$271,000 fund balance to the Capital Replacement / Improvement Fund and designate these funds for the future costs. Staff recommendations for transfer to Capital are:

COURSES OF ACTION: Options for excess fund balance include allocating funds for:

1. Basic Option:

a. Fire – SCBA	\$37,000	Adjust total cost from 128,000 to 135,800
b. Fire – Engine 2511	\$135,000	Adjust total cost from \$650,000 to 800,000
c. PW – PW Dir Truck	\$18,018	Adjust total cost from \$30,000 to \$40,000
d. PW – Dump Truck	\$20,000	Remove as “Surplus” and add \$80,000 cost
e. PW – Env Friend Park	<u>\$40,581*</u>	Add to municipal tract improvements
	\$250,599	
** Wall Repair	<u>\$ 20,000</u>	
	\$270,599	

2. Other Allocations or Options as directed

3. * Funds allocated to environmental friendly parking reserve could alternatively be budgeted for execution this year (in the FY2017-18 Budget Cycle). In that option, instead of transferring to Capital Replacement Fund in this agenda item, the action would be accomplished in the budget amendment (Agenda Item 6.9) by adding \$40,581 to the Environmental parking line item (GF Admin 10-601-8080 Capital Improvements pg. 7).

4. ** Wall Repair as directed by City Council.

5. *** Drainage. While not directly impacted by transfer of excess fund balance to Capital Replacement Fund, the next agenda item (Budget Amendment) allocates funds from Drainage Reserve to Public Works Drainage Execution (\$564,188) and that leaves a remaining balance in Drainage Reserves at \$882,461. Capital Fund Balance Recap was updated in this agenda item to reflect the Drainage funding this year.

FINANCIAL IMPACT: Varies; transferring to Capital assists in future purchases

MOTION REQUESTED: To approve the transfer portions of Fund Balance to Capital Replacement / Improvement Fund as outlined by the City Manager

a. Fire – SCBA	\$37,000	Adjust total cost from 128,000 to 135,800
b. Fire – Engine 2511	\$135,000	Adjust total cost from \$650,000 to 800,000
c. PW – PW Dir Truck	\$18,018	Adjust total cost from \$30,000 to \$40,000
d. PW – Dump Truck	\$20,000	Remove Surplus and add \$80,000 cost
e. PW – Env Friend Park	<u>\$40,581</u>	Add to municipal tract improvements <u>or</u>
		<u>budget amendment</u>
	\$250,599	
** Wall Repair	<u>\$ 20,000</u>	
	\$270,599	

General Fund - Fund Balance Funding %

2017/2018 COUNCIL PROPOSED BUDGET	AUDITED 9-30-2017 FUND BALANCE	Remaining/(Needed) Unassigned Fund Balance at % of Budget
\$ 5,603,039	\$ 3,072,119	

Fund Balance % of Budget

20%	\$ 1,120,608	\$ 1,951,511
25%	\$ 1,400,760	\$ 1,671,359
30%	\$ 1,680,912	\$ 1,391,207
40%	\$ 2,241,216	\$ 830,903
45%	\$ 2,521,368	\$ 550,751
50%	\$ 2,801,520	\$ 270,600
75%	\$ 4,202,279	\$ (1,130,160)
80%	\$ 4,482,431	\$ (1,410,312)
85%	\$ 4,762,583	\$ (1,690,464)
95%	\$ 5,322,887	\$ (2,250,768)
100%	\$ 5,603,039	\$ (2,530,920)

[illegible]

2017/2018 COUNCIL ADOPTED GENERAL FUND EQUIPMENT REPLACEMENT SCHEDULE									
		2010-2011 Fund	Amended 2017-	Estimated		Reserved	Council		
		Beginning	2018 Updated	Scheduled	Total	Balance	AMENDED	Required	Required
	Year	Replacement	Replacement	Year To	Life	Thru	2017/2018	Additional	Total
	Model	Cost	Cost	Replace	(yrs)	09/30/2017	Funding	Future	Reserve
							09/30/2018	Years	Balance
Fire Department									
Cargo Master Qualifier Trailer (0439) To be Sold not replaced	2005	1,000	-	2034	25	-	-	\$ -	-
Hallmark Trailer-Wells Cargo (1086)	2004	15,000	8,000	2032	10	5,000	1,500	\$ 1,500	8,000
Ambulance (New) 16/17 Budget	2017		180,000	2027	10		-	\$ 180,000	180,000
Chevy/Frazer EMS-2 Amb (7345)	2007	80,000	180,000	2018	10	140,971	-	\$ 39,029	180,000
Hall-Mark Fire Apparatus E-One Typhon Pumper (7377)	2012	480,290	700,000	2033	20	255,979	32,045	\$ 411,976	700,000
Ferrara/Spartan Fire Tk Pumper (2511)	2000	600,000	800,000	2020	20	602,293	159,000	\$ 38,707	800,000
Ford F350 Pickup (5691)	2010	35,000	35,000	2020	10	21,000	3,500	\$ 10,500	35,000
Ford F550 Fire Brush Truck (5797)	2010	100,000	86,000	2026	15	36,728	5,475	\$ 43,797	86,000
Chevy Tahoe LS - Command 1752	2014	35,000	35,000	2025	10	7,000	3,500	\$ 24,500	35,000
Scag Mower (9300006)	2005	5,000	5,000	2020	15	4,335	665	\$ -	5,000
Max Air Trailer Mounted Breathing Air System Complete (Rehabbed)	2005/17	40,000	20,000	2037	20	(7,382)	7,382	\$ -	(0)
Communication System (hand held/mobile mounted radios) 800mHZ (44 units)	2012	72,032	150,000	2022	10	75,496	18,626	\$ 55,878	150,000
Cardiac Monitor-Defibrillator	2012	35,000	35,000	2022	10	9,600	6,350	\$ 19,050	35,000
Cardiac Monitor-Defibrillator	2012	35,000	35,000	2022	10	9,600	6,350	\$ 19,050	35,000
Stryker - Stretchers	2006	15,000	-	2016	10	(4,000)	4,000	\$ (18,000)	(18,000)
Stryker - Stretchers	2006	15,000	18,000	2016	10	14,000	-	\$ 4,000	18,000
Stryker - Stretchers	2017		18,000	2027	10	-	1,800	\$ 16,200	18,000
Roof on Living Quarters	Unknown	12,000	20,000	2018	50	-	-	\$ 20,000	20,000
SCBA (14) ~ \$9,090 each (Jan 2018 \$9,700 ea)	Unknown	80,000	135,800	2019	15	68,975	67,000	\$ (175)	135,800
Thermal Imaging Cameras	Unknown	10,000	10,000	2017	7	(3,550)	3,550	\$ 1,500	1,500
Thermal Imaging Cameras	Unknown	10,000	10,000	2017	7	(3,550)	3,550	\$ 1,500	1,500
Thermal Imaging Cameras (New 16/17)	2017		10,000	2024	7	-	1,428	\$ 8,572	10,000
Thermal Imaging Cameras (New 16/17)	2017		10,000	2024	7	-	1,428	\$ 8,572	10,000
Mobile Computers (9) (Last 3 replaced 17/18)	Various		18,000	Various	7	(11,600)	11,600	\$ -	-
Mobile Computers (9)	Future		36,000	Various			-	\$ 36,000	36,000
A/C systems (Bays 1 5-ton split unit)	2010		10,000	2020	10	3,333	6,667	\$ -	10,000
A/C systems (Living Quarters 2 5-ton units)	2000		10,000	2010	10	3,333	6,667	\$ -	10,000
Zoll Auto Pulse (1)	2012		18,000	2022	10	5,000	13,000	\$ -	18,000
Zoll Auto Pulse (1)	2012		18,000	2022	10	-	4,500	\$ 13,500	18,000
Generac Emergency Generator 25KW (Gas)(Bay Doors & Radios)	2015		25,000	2035	20	1,250	1,250	\$ 22,500	25,000
Amkus Rescue Tool Complete	2006		25,000	2021	15	3,250	7,250	\$ 14,500	25,000
Skyline 40LB Extractor	2004		10,000	2024	20	1,429	1,429	\$ 7,142	10,000
StairPro Stair Master (1)	2006		4,500	2020	15	1,125	1,125	\$ 2,250	4,500
StairPro Stair Master (1)	2006		4,500	2021	15	-	1,125	\$ 3,375	4,500
Communication System (Radio Repeater Complete) VHF	1990		48,500	Various	30	(18,000)	-	\$ 66,500	48,500
Sub Totals		1,675,322	2,728,300			1,221,615	381,762	\$ 1,051,923	2,655,300
Total Capital Replacement Funds		2,021,857	3,455,809			1,416,612	524,614	\$ 1,404,915	3,382,809

CITY OF SHAVANO PARK
FY 2017-2018 COUNCIL ADOPTED BUDGET

		FY 2010-2011 ACTUAL	FY 2011-12 ACTUAL	FY 2012-2103 ACTUAL	FY 2013-2014 ACTUAL	FY 2014-2015 ACTUAL	FY 2015-2016 ACTUAL	FY 2016-2017 AMENDED	FY 2017-2018 AMENDED BUDGET
BEGINNING FUND BALANCE		\$ 29,937	\$ 377,007	\$ 681,336	\$ 929,657	\$ 1,214,140	\$ 1,582,897.43	\$ 3,314,714	\$ 3,242,846
REVENUES									
70-599-8026	Transfer from Crime Control Fund		\$ 111,100						
	Police Department			\$ 49,300	\$ 31,591	\$ 37,241	\$ -	\$ -	\$ -
70-599-8020	Transfer from General Fund								
	Equipment Replacement Fund								
	Administration Equipment/Building		\$ 40,000	\$ 12,000	\$ 12,000	\$ -	\$ 24,000.00	\$ 10,000	\$ 43,415
	Public Works		\$ 45,275	\$ 5,417	\$ 32,358	\$ 18,368	\$ 17,555.00	\$ 16,479	\$ 99,437
	Fire Department	\$ 75,000	\$ 539,900	\$ 80,500	\$ 115,150	\$ 94,806	\$ 780,514.00	\$ 199,553	\$ 381,762
	Police Department		\$ 30,650	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Development Services		\$ 6,700	\$ -	\$ 13,300	\$ -	\$ -	\$ -	\$ -
	Future Street Reconstruction	\$ 100,000	\$ 40,000	\$ 30,000	\$ 40,000	\$ 40,000	\$ -	\$ -	\$ -
	Future Drainage Reconstruction	\$ 100,000	\$ 40,000	\$ 30,000	\$ 40,000	\$ 198,232	\$ 1,073,417.00	\$ 25,000	\$ 5,000
	Communication Systems	\$ 72,052	\$ 65,000	\$ -					
	City Hall Sprinkler System & Emergency Lighting		\$ 8,000	\$ -					
	Emergency Management Infrastructure		\$ 7,000	\$ -					
	Town Hall-N.W. Military Hwy Expansion		\$ 15,000	\$ 10,000					
	Town Hall-Municipal Tract Improvements		\$ 10,000	\$ 16,030					\$ 40,581
	Town Hall-Hike & Bike Trails		\$ 10,000	\$ 15,000			\$ 10,000		
	Reallocate Undesignated Fund Balance							\$ (39,293)	\$ -
70-599-8010	Interest Income	\$ 17	\$ 45	\$ 74	\$ 84	\$ 109	\$ 213	\$ 100	\$ 5,000
	TOTAL REVENUES/TRANSFERS IN	\$ 347,069	\$ 968,670	\$ 248,321	\$ 284,483	\$ 388,756	\$ 1,905,699.28	\$ 251,132	\$ 575,195
EXPENSES BY DEPARTMENT									
Administration		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ 18,000
	Electrical Upgrade to Municipal Tract								\$ 10,000
	Environmental Friendly Parking Municipal Tract								\$ 16,030
Public Works		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,500
	Drainage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 579,188
Fire Department									
	Fire -Radio Communications	\$ -	\$ 72,032	\$ -	\$ -	\$ -	\$ 25,100	\$ -	\$ -
	Fire Vehicles/Equipment	\$ -	\$ 480,289	\$ -	\$ -	\$ -	\$ -	\$ 198,000	\$ 154,971
	Fire Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,000	\$ -
Police Department									
	Trf back to Crime Control - Capital Replaceme	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 148,782	\$ -	\$ -
	Police Vehicles	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -
	Police - Radio Communications	\$ -	\$ 72,205	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	LESS TOTAL EXPENSES	\$ -	\$ 624,527	\$ -	\$ -	\$ 20,000	\$ 173,882	\$ 323,000	\$ 790,689

CITY OF SHAVANO PARK
FY 2017-2018 COUNCIL ADOPTED BUDGET

		FY 2010-2011 ACTUAL	FY 2011-12 ACTUAL	FY 2012-2103 ACTUAL	FY 2013-2014 ACTUAL	FY 2014-2015 ACTUAL	FY 2015-2016 ACTUAL	FY 2016-2017 AMENDED	FY 2017-2018 AMENDED BUDGET
ENDING FUND BALANCE BREAKDOWN									
	Reserve for Equipment Replacement Fund								
	Administration - Equipment		\$ 40,000	\$ 52,000	\$ 64,000	\$ 64,000	\$ 88,000	\$ 78,000	\$ 103,415
	Public Works - Equipment		\$ 45,275	\$ 50,692	\$ 83,050	\$ 101,418	\$ 118,973	\$ 135,452	\$ 234,889
	Police Department -Equipment		\$ 30,650	\$ 79,950	\$ 111,541	\$ 148,782	\$ -	\$ -	\$ -
	Fire Department - Equipment	\$ 75,000	\$ 189,900	\$ 270,400	\$ 385,550	\$ 480,356	\$ 1,235,770	\$ 1,221,615	\$ 1,448,405
	Development Services Equipment		\$ 6,700	\$ 6,700	\$ 20,000	\$ -	\$ -	\$ -	\$ -
	Reserve for Street Reconstruction	\$ 100,000	\$ 140,000	\$ 170,000	\$ 210,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
	Reserve for Drainage Projects	\$ 100,000	\$ 140,000	\$ 170,000	\$ 210,000	\$ 408,232	\$ 1,481,649	\$ 1,456,649	\$ 882,461
	Reserve Communication (800 MHZ System)	\$ 72,052	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Reserve for CH Sprinkler System & Emergency Lighting		\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000
	Reserve for Emergency Generator								
	Reserve for Emergency Management Infrastructure		\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000
	Reserve for Town Plan Items								
	N.W. Military Hwy Expansion		\$ 15,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
	Municipal Tract Improvements		\$ 10,000	\$ 26,030	\$ 26,030	\$ 26,030	\$ 26,030	\$ 26,030	\$ 40,581
	Sidewalk Pathways		\$ 10,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 35,000	\$ 35,000	\$ 35,000
	Unreserved Fund Balance	\$ 29,955	\$ 38,811	\$ 38,879	\$ 38,963	\$ 39,079	\$ 39,293	\$ 100	\$ 5,100
	TOTAL ENDING FUND BALANCE	\$ 377,007	\$ 681,336	\$ 929,657	\$ 1,214,140	\$ 1,582,897	\$ 3,314,714	\$ 3,242,846	\$ 3,027,352

CITY COUNCIL STAFF SUMMARY

Meeting Date: February 26, 2017

Agenda item: 6.9

Prepared by: Bill Hill

Reviewed by: Bill Hill

AGENDA ITEM DESCRIPTION: Discussion / action - Approval of Ordinance O-2018-001 amending the FY 2017-18 Budget resourcing drainage projects, transfer to Capital, purchase of a metal detector; Fiesta Medals; ADA Assisted Listening Device; repair of NW Military Rock Wall, Household Hazardous Waste collection, and increasing building maintenance - City Manager

X

Attachments for Reference:

- 1) 6.9a Ordinance O-2018-001
- 2) Exhibit "A" (Budget Comparison Report)
- 3) Engr Task Order #4 (Drainage 1 - Execution)
- 4) Engr Task Order #5 (Drainage 2 – Planning)
- 5) Engr Planning Estimate (Drainage 3)
- 6) ADA Assisted Listening Device
- 7) Building Maintenance Summary - PW

BACKGROUND / HISTORY: Numerous items and requirements require the budget to be amended. See discussion below.

DISCUSSION:

Attached is Exhibit "A" or the "Budget Comparison Report" for the proposed budget amendment related to the General Fund, Court Fund, and Capital Replacement Funds. **The Y-T-D Actual column is not a final for the month of January, but includes all expenses posted as of Jan 31st.** The "Current Budget" column is the original adopted budget in September 2017. The "Selected Budget" Column includes the amounts to be adjusted. Only the line items that have an amount in the "Difference" column are being amended.

10 General Fund:

Revenues – Proposed Changes are inter-fund transfer from Court Security Fund (\$4,736) and transfer-in from Fund Balance Reserve (\$290,599) - See Page 2.

Expenditures (GF - 10)

1. Transfer to Capital: Council approved transfer of excess fund balance to Capital (Item 6.8), which must be enacted in a Budget Amendment under this agenda item. The Budget Amendment, as presented, reflects the City Manager requested transfer allocations under the previous agenda item. Any modifications from the proposed agenda item 6.8 must be accounted for in the amendment. In summary the recommended transfer amount and their allocations:

a. Fire – SCBA	\$37,000	Adjust total cost from 128,000 to 135,800
b. Fire – Engine 2511	\$135,000	Adjust total cost from \$650,000 to 800,000
c. PW – PW Dir Truck	\$18,018	Adjust total cost from \$30,000 to \$40,000
d. PW – Dump Truck	\$20,000	Remove Surplus and add \$80,000 cost
e. PW – Env Friend Park	<u>\$40,581</u>	Add to municipal tract improvements
	\$250,599	
*** Wall Repair	<u>\$ 20,000</u>	
	\$270,599	

2. Fiesta Medals (pg. 2 Fund Balance Reserve 10-599-8099 and Admin - pg. 6 Citizen’s Communication 10-601-3087): At the November 27, 2017 City Council meeting, Council approved the purchase of 1000 City of Shavano Park Medals for Arbor / Earth Day to be paid out of the General Fund. Medals have been purchased and delivered and are ready for Arbor / Earth Day.

The budgeted cost of medals is \$2000 and staff recommends sourcing from fund balance

3. ADA Assistive Listening Device (pg. 2 Fund Balance Reserve 10-599-8099 and Admin - pg. 7 Capital-Electronic Equipment 10-601-8010): Over the past year, City staff has received several complaints from residents on their ability to hear discussions and actions by Council during Council meetings. While the audio-visual improvements to City Hall recently completed provide improved audio quality and clarity, the capital upgrades in support of a Public Access Channel do not met ADA compliance or the needs of the hearing impaired. To meet ADA requirements for the hearing impaired the City must purchase 4 assistive listening device receivers due to the capacity of City Hall.

Capacity of Seating in Assembly Area	Minimum Number of Required Receivers	Minimum Number of Required Receivers Required to be Hearing-aid Compatible
50 or less	2	2
51 to 200	2, plus 1 per 25 seats over 50 seats*	2

For \$1500 the City can purchase and implement an ADA compliant Assistive Listening System from Williams Sound with 4 receivers. System would include wireless audio transmitter with neckloops, surround earphones, rechargeable batteries and charging stations

The total cost of project: \$1500 and staff recommends funding from fund balance

4. NW Military Wall (pg. 2 Fund Balance Reserve 10-599-8099 and pg. 5 Admin - Services 10-601-3013): At the January 26, 2018 City Council meeting, Council approved. . .

City allocation to repair NW Military wall: \$20,000 from Fund Balance Reserve

5. Building Maintenance (City Hall): (pg. 2 Fund Balance Reserve 10-599-8099 and pg. 7 Admin - Building Maintenance 10-601-5030): See attachment 8 Building Maintenance Summary, which details recent expenses in Septic, Lighting, Electrical, Fire Code requirements and proposes funding fire safety requirements to bring City Hall up to fire code, replacement of parking lot lights, and sprinkler / backflow repair, as well as \$1,630 for future various repairs.

Staff recommends \$15,000 transfer from fund balance

6. Metal Detectors / Hand held and doorway (pg. 9 – 10-602-8010 Non Capital –Electronic Equipment): At the November 27, 2017 City Council meeting, Council approved Resolution R-2017-023 which approved City Hall security measures and authorized the purchase of metal detectors and increased police presence during City government meetings and public gatherings. Metal detectors (1 doorway and 2 handheld) were purchased and deployed under coordination by the Shavano Park Police Department. First full deployment was to provide additional security for the February 15, 2018 Municipal Court proceedings.

The total cost of items purchased: \$4,736 utilizing Court Restricted (Security) funds (**pg. 19 –Court Restricted Fund Balance Reserve and pg. 20 a Transfer to General Fund 50-602-9010.**

7. Court Receipt Printers (x2) (pg. 2 Fund Balance Reserve 10-599-8099 and pg. 9 Court – Non-Capital-Computer 10-602-8015): Court Clerk reports the inability to purchase replacement parts for her Epson TM-U950P M114A receipt printer. The replacement parts, specifically the “ribbon” which prints on the receipt paper, were discontinued production and no suppliers can be found. Court 2’s receipt printer (same model) ceased functioning in November. It was replaced with a Epson TM-H6000IV. Court Clerk estimates current ribbon will last another month or two before requiring replacement. This recommendation includes budgeting the already purchased capital item from November and replacing the Court Clerk’s old Epson receipt printer with same model.

The total cost of replacement: \$1500 for 2 (\$750 per receipt printer) sourced from fund Balance

Expenditures (Capital Replacement Fund -70)

1. Drainage: At the January 26, 2018 City Council meeting, Council approved drainage funding of \$361,000 to complete Phase 1 of Option 1 and asked the City Manager to recommended engineering and planning expenditures in this year's budget in support of the next year's budget process (FY 2018-19). City staff proposes the following amendment to account for drainage funding:

Engineer Planning

KFW Engineering Task Order 4* / **	\$63,307
KFW Engineering Task Order 5*	\$78,700
KFW Engineering Task Order 6*	\$118,000
Phase 1 & 2 Engineering costs	\$260,007

Construction

Drainage Area 1 – Wagon Trail Depression	\$10,000
Drainage Area 2 – Kinnan Way Berm	\$21,400
Drainage Area 5 – Bent Oak Clearing	\$15,000
Drainage Area 12 – Chimney Rock	\$143,610
Drainage Area 12 – Fawn Drive	\$114,171
Phase 1 Execution costs	\$304,181

Total Drainage Transfer	\$564,188
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* Note 1: Engineering planning costs normally cost 15% of construction costs and include surveys, hydraulic analysis, construction documents, bidding, construction oversight, and geo-tech engineering.

** Note 2: Task Order 4 also includes the Geo-tech engineering (\$15,507 test boring) for three sites in Task Order 5 in effort to complete tasks at the same time Task Order 4 in conducted in order to save money.

Task Order 4 is the engineering costs (\$63,307) associated to complete the Chimney Rock and Fawn Drive low water crossing projects in Phase 1 of Option 1 as presented to Council in January.

Task Order 5 is the engineering costs (\$78,700) associated with the three low water crossings on Windmill, Bent Oak and Cliffside that is required to execute these drainage improvement projects in FY 2018-19 (next year).

Task Order 6 is engineering costs (\$118,000) of surveying and further analysis by KFW of the three largest projects in the Drainage Plan: 1) Turkey Creek storm sewer; 2) Elm Spring storm sewer; and 3) Municipal Tract / Ripple Creek area improvements. Upon completion of this Task Order the City will have enough data and information to determine the pros and cons and cost-benefit of completing any of the three projects. The survey data and preliminary work associated with this Task Order could be applied to detailed engineering later if the City Council elects to fund and pursue completion of the projects. NOTE: Additional Engineering costs will be required for each project.

The Phase 1 execution figures are for actual construction costs of all projects in Phase 1.

An accounting note, the money proposed to be allocated from drainage category of capital reserves and to the Public Works Department within capital reserves to be expensed (see page 4 of Capital Replacement Fund located on page #24 in the Budget Comparison Report). Funds may be expended and funded from Capital Replacement funds without amending the General Fund.

The total drainage transfer requested: \$564,188 from Drainage to Public Works within the Capital Replacement fund

COURSES OF ACTION:

1. Approve Ordinance O-2018-001 amending the FY 2017-18 General Fund Budget as presented with Exhibit "A"
2. Modify the proposed budget amendment and approve with changes.
3. Decline the proposed budget amendment and provide further guidance to staff.

FINANCIAL IMPACT:

- \$564,188 from Drainage
- \$290,599 transfer Capital Replacement; Parking and various requirements

MOTION REQUESTED: Approve Ordinance O-2018-001 amending the FY 2017-18 General Fund Budget as proposed in Exhibit "A".

ORDINANCE NO. O-2018-001

AN ORDINANCE APPROVING THE FIRST BUDGET AMENDMENT FOR FISCAL YEAR 2017-18 OF THE CITY OF SHAVANO PARK.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHAVANO PARK, TEXAS:

WHEREAS, the Council previously adopted a budget for the City's 2017-18 fiscal year; and

WHEREAS, Chapter 102 of the Local Government Code provides the City with the authority to make changes in its budget for municipal purposes; and

WHEREAS, the City Council hereby finds and determines it necessary to amend the budget for municipal purposes, listed in the original budget; and

WHEREAS, the City Council hereby finds and determines that the budget amendment provided for herein is in the best interests of the municipal tax payers.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHAVANO PARK, TEXAS:

That the City of Shavano Park fiscal year 2017-18 budget shall be amended as reflected in the revised budget attached thereto as Exhibit "A".

PASSED AND APPROVED by the City Council of the City of Shavano Park this the 26th day of February, 2018.

ROBERT WERNER, MAYOR

Attest:

ZINA TEDFORD, City Secretary

Approved as to Form:

CHARLES E. ZECH, City Attorney

10 -GENERAL FUND

REVENUES	Y-T-D ACTUAL	CURRENT BUDGET	SELECTED BUDGET	DIFFERENCE	BUDGET WORKSPACE
NON-DEPARTMENTAL =====					
TAXES					
10-599-1010 CURRENT ADVALOREM TAXES	2,599,271	3,094,801	3,094,801	0	_____
10-599-1020 DELINQUENT ADVALOREM TAXES	(13,225)	20,000	20,000	0	_____
10-599-1030 PENALTY & INTEREST REVENUE	1,161	7,000	7,000	0	_____
10-599-1040 MUNICIPAL SALES TAX	128,028	460,000	460,000	0	_____
10-599-1060 MIXED BEVERAGE TAX	9,068	20,000	20,000	0	_____
TOTAL TAXES	2,724,303	3,601,801	3,601,801	0	_____
FRANCHISE REVENUES					
10-599-2020 FRANCHISE FEES - ELECTRIC	86,024	282,000	282,000	0	_____
10-599-2022 FRANCHISE FEES - GAS	3,737	33,000	33,000	0	_____
10-599-2024 FRANCHISE FEES - CABLE	19,463	77,677	77,677	0	_____
10-599-2026 FRANCHISE FEES - PHONE	6,316	25,143	25,143	0	_____
10-599-2027 FRANCHISE FEES - SAWS	0	11,000	11,000	0	_____
10-599-2028 FRANCHISE FEES - REFUSE	16,042	30,383	30,383	0	_____
TOTAL FRANCHISE REVENUES	131,582	459,203	459,203	0	_____
PERMITS & LICENSES					
10-599-3010 BUILDING PERMITS	150,267	425,000	425,000	0	_____
10-599-3012 PLAN REVIEW FEES	28,843	62,000	62,000	0	_____
10-599-3018 CERTIFICATE OF OCCUPANCY PERMI	3,900	5,000	5,000	0	_____
10-599-3020 PLATTING FEES	0	10,000	10,000	0	_____
10-599-3025 VARIANCE/RE-ZONE FEES	350	2,000	2,000	0	_____
10-599-3040 CONTRACTORS' LICENCES	2,033	500	500	0	_____
10-599-3045 INSPECTION FEES	4,300	11,000	11,000	0	_____
10-599-3048 COMMERCIAL SIGN PERMITS	400	500	500	0	_____
10-599-3050 GARAGE SALE & OTHER PERMITS	130	1,200	1,200	0	_____
10-599-3055 HEALTH INSPECTIONS	900	4,500	4,500	0	_____
10-599-3060 DEVELOPMENT FEES	0	5,000	5,000	0	_____
TOTAL PERMITS & LICENSES	191,123	526,700	526,700	0	_____
COURT FEES					
10-599-4010 MUNICIPAL COURT FINES	40,346	170,000	170,000	0	_____
10-599-4021 ARREST FEES	1,579	5,000	5,000	0	_____
10-599-4028 STATE COURT COST ALLOCATION	0	6,000	6,000	0	_____
10-599-4030 WARRANT FEES	5,450	24,000	24,000	0	_____
10-599-4036 JUDICIAL FEE - CITY	219	1,000	1,000	0	_____
TOTAL COURT FEES	47,594	206,000	206,000	0	_____
POLICE/FIRE REVENUES					
10-599-6010 POLICE REPORT REVENUE	(1,848)	400	400	0	_____
10-599-6030 POLICE DEPT. REVENUE	3,225	4,000	4,000	0	_____
10-599-6060 EMS FEES	37,056	110,000	110,000	0	_____

10 -GENERAL FUND

REVENUES		Y-T-D ACTUAL	CURRENT BUDGET	SELECTED BUDGET	DIFFERENCE	BUDGET WORKSPACE
TOTAL POLICE/FIRE REVENUES		38,433	114,400	114,400	0	
MISC./GRANTS/INTEREST						
10-599-7000 INTEREST INCOME		8,719	16,000	16,000	0	
10-599-7021 FEDERAL GRANTS		0	15,000	15,000	0	
10-599-7025 US DOJ VEST GRANT		1,312	2,000	2,000	0	
10-599-7030 FORESTRY SERVICE GRANT		0	10,000	10,000	0	
10-599-7037 STRAC		0	7,000	7,000	0	
10-599-7040 PUBLIC RECORDS REVENUE		20	100	100	0	
10-599-7050 ADMINISTRATIVE INCOME		219	2,000	2,000	0	
VARIOUS MISC COLLECTIONS	0	0.00		1,500.00		
10-599-7060 CC SERVICE FEES		1,903	3,000	3,000	0	
10-599-7070 RECYCLING REVENUE		929	2,000	2,000	0	
10-599-7075 SITE LEASE/LICENSE FEES		14,469	44,124	44,124	0	
T-MOBILE	12	1,667.00		20,004.00		
CCATT-AT&T	12	2,010.00		24,120.00		
10-599-7085 DONATIONS- POLICE DEPARTMENT		0	255	255	0	
10-599-7086 DONATIONS- ADMINISTRATION		1,050	8,000	8,000	0	
10-599-7090 SALE OF CITY ASSETS		1,888	10,000	10,000	0	
10-599-7097 INSURANCE PROCEEDS		1,764	0	0	0	
TOTAL MISC./GRANTS/INTEREST		32,272	119,479	119,479	0	
TRANSFERS IN						
10-599-8020 TRF IN -WATER FUND		0	22,050	22,050	0	
10-599-8040 TRF IN -CRIME CONTROL		0	212,837	212,837	0	
VEHICLE/OUTFITTING	0	0.00		120,000.00		
VARIOUS-PD EQUIPMENT	0	0.00		40,990.00		
SALARIES 80/84 COVER 4HRS	0	0.00		45,235.00		
VARIOUS-FD EQUIPMENT	0	0.00		6,612.00		
10-599-8050 TRF IN -COURT RESTRICTED		0	4,013	8,749	4,736	
INCODE - COURT	0	0.00		4,013.00		
SECURITY-METAL DETECTORS	0	0.00		4,736.00		
10-599-8070 TRF IN -CAPITAL REPLACEMENT		0	236,501	236,501	0	
2- AC UNITS CITY HALL	0	0.00		18,000.00		
AMBULANCE	0	0.00		140,971.00		
STRETCHER	0	0.00		14,000.00		
ENGINEER FEES-DRAINAGE	0	0.00		25,000.00		
ZERO TURN MOWER	0	0.00		12,500.00		
ELECTRICAL UPGRADE-MUNICIPAL	0	0.00		10,000.00		
ENVIROMENTAL PARKING-MUNICIPAL	0	0.00		16,030.00		
10-599-8099 FUND BALANCE RESERVE		0	100,055	390,654	290,599	
COVER TRF TO CAPITAL REPL. FUN	0	0.00		50,055.00		
CRACK SEAL TRAILER MOUNTED	0	0.00		50,000.00		
AMEND-NW MILITARY WALL	0	0.00		20,000.00		
AMEND-CITY HALL BUILD MAINT	0	0.00		15,000.00		
AMEND-CHAMBERS ADA DEVICES	0	0.00		1,500.00		
AMEND-FIESTA MEDALS	0	0.00		2,000.00		
AMEND-COURT RECIEPT PRINTERS	0	0.00		1,500.00		
AMEND-PW FUTURE CAPITAL	0	0.00		38,018.00		
AMEND-FD FUTURE CAPITAL	0	0.00		172,000.00		

10 -GENERAL FUND

REVENUES		Y-T-D ACTUAL	CURRENT BUDGET	SELECTED BUDGET	DIFFERENCE	BUDGET WORKSPACE
AMEND-ENVIROMENTAL PARKING	0	0.00		40,581.00		
TOTAL TRANSFERS IN		0	575,456	870,791	(295,335)	
TOTAL NON-DEPARTMENTAL		3,165,307	5,603,039	5,898,374	295,335	
TOTAL REVENUES		3,165,307 =====	5,603,039 =====	5,898,374 =====	295,335 =====	=====

10 -GENERAL FUND
CITY COUNCIL

EXPENDITURES		Y-T-D ACTUAL	CURRENT BUDGET	SELECTED BUDGET	DIFFERENCE	BUDGET WORKSPACE
PERSONNEL						
SUPPLIES						
10-600-2020 GENERAL OFFICE SUPPLIES		91	300	300	0	
10-600-2035 COUNCIL/EMPLOYEE APPRECIATION		291	1,000	1,000	0	
10-600-2037 CITY SPONSORED EVENTS		4,504	15,000	15,000	0	
EVENTS (3)	3	5,000.00		15,000.00		
10-600-2040 MEETING SUPPLIES		202	1,000	1,000	0	
COUNCIL MEETINGS	6	75.00		450.00		
GENERAL SUPPLIES	0	0.00		550.00		
TOTAL SUPPLIES		5,088	17,300	17,300	0	
SERVICES						
10-600-3018 CITY WIDE CLEAN UP		0	1,750	1,750	0	
SHRED	0	0.00		1,750.00		
10-600-3020 ASSOCIATION DUES & PUBS		600	1,700	1,700	0	
TML -MEMBERSHIP	0	0.00		1,000.00		
AACOG	0	0.00		500.00		
MISC	0	0.00		200.00		
10-600-3030 TRAINING/EDUCATION		0	2,000	2,000	0	
VARIOUS SEMINARS	10	200.00		2,000.00		
10-600-3040 TRAVEL/LODGING/MEALS		3,089	3,500	3,500	0	
LODGING ~ 10	0	0.00		2,000.00		
MILEAGE	0	0.00		1,000.00		
PER DIEM	0	0.00		500.00		
TOTAL SERVICES		3,689	8,950	8,950	0	
CONTRACTUAL						
10-600-4088 ELECTION SERVICES		0	2,500	2,500	0	
TOTAL CONTRACTUAL		0	2,500	2,500	0	
CAPITAL OUTLAY						
10-600-8015 NON-CAPITAL-COMPUTER EQUIPMENT		428	1,334	1,334	0	
REPLACEMENT - IPAD	2	667.00		1,334.00		
TOTAL CAPITAL OUTLAY		428	1,334	1,334	0	
TOTAL CITY COUNCIL		9,204	30,084	30,084	0	

10 -GENERAL FUND
ADMINISTRATION

EXPENDITURES		Y-T-D ACTUAL	CURRENT BUDGET	SELECTED BUDGET	DIFFERENCE	BUDGET WORKSPACE
PERSONNEL						
10-601-1010 SALARIES		142,327	413,719	413,719	0	_____
10-601-1015 OVERTIME		0	1,000	1,000	0	_____
10-601-1020 MEDICARE		2,030	6,105	6,105	0	_____
10-601-1025 TWC (SUI)		0	1,242	1,242	0	_____
10-601-1030 HEALTH INSURANCE		13,425	32,221	32,221	0	_____
10-601-1031 HSA		93	222	222	0	_____
10-601-1033 DENTAL INSURANCE		1,061	2,448	2,448	0	_____
10-601-1035 VISION CARE INSURANCE		203	609	609	0	_____
10-601-1036 LIFE INSURANCE		199	477	477	0	_____
10-601-1037 WORKERS' COMP INSURANCE		307	1,178	1,178	0	_____
10-601-1040 TMRS RETIREMENT		15,419	57,711	57,711	0	_____
10-601-1070 SPECIAL ALLOWANCES		2,207	6,300	6,300	0	_____
TOTAL PERSONNEL		177,271	523,232	523,232	0	_____
SUPPLIES						
10-601-2020 GENERAL OFFICE SUPPLIES		2,931	7,000	7,000	0	_____
10-601-2025 BENEFITS CITYWIDE		830	3,000	3,000	0	_____
TUITION REIMBURSEMENT	5	600.00		3,000.00		_____
10-601-2030 POSTAGE/METER RENTAL		3,408	12,000	12,000	0	_____
ROAD RUNNER POSTAGE	0	0.00		6,600.00		_____
POSTGAGE METER	0	0.00		4,440.00		_____
COURIER SERVICES	0	0.00		960.00		_____
10-601-2035 EMPLOYEE APPRECIATION		403	2,500	2,500	0	_____
10-601-2050 PRINTING & COPYING		226	1,000	1,000	0	_____
10-601-2060 MED EXAMS/SCREENING/TESTING		144	2,750	2,750	0	_____
DRUG SCREENS/PHYS/BACK GROUND	0	0.00		750.00		_____
EAP	0	0.00		2,000.00		_____
10-601-2080 UNIFORMS		0	900	900	0	_____
TOTAL SUPPLIES		7,941	29,150	29,150	0	_____
SERVICES						
10-601-3010 ADVERTISING EXPENSE		961	5,000	5,000	0	_____
10-601-3012 PROF. SERVICES-ENGINEERS		1,179	0	0	0	_____
10-601-3013 PROFESSIONAL SERVICES		313	4,500	24,500	20,000	_____
SALARY SURVEY - YRLY MAINT	0	0.00		2,000.00		_____
CONTINUING DISCLOSURE - YEARLY	0	0.00		2,500.00		_____
AMEND-NW MILITARY WALL REPAIRS	0	0.00		20,000.00		_____
10-601-3015 PROF. SERVICES-LEGAL		7,101	60,000	60,000	0	_____
10-601-3016 CODIFICATION EXPENSE		3,585	1,000	1,000	0	_____
10-601-3020 ASSOCIATION DUES & PUBLICATION		1,634	4,000	4,000	0	_____
TCMA	0	0.00		275.00		_____
GFOAT	0	0.00		300.00		_____
GFOA	0	0.00		300.00		_____
ICMA	0	0.00		920.00		_____
TMCA	0	0.00		100.00		_____
TEXAS-COOP	0	0.00		100.00		_____
ACT-TAX	0	0.00		300.00		_____

10 -GENERAL FUND
ADMINISTRATION

EXPENDITURES		Y-T-D ACTUAL	CURRENT BUDGET	SELECTED BUDGET	DIFFERENCE	BUDGET WORKSPACE
TMHRA	0	0.00		150.00		
OTHER DUES/PUBLICATIONS	0	0.00		1,555.00		
10-601-3030 TRAINING/EDUCATION		710	7,000	7,000	0	
	0	0.00		7,000.00		
TML CONFERENCE - 2	0	0.00		0.00		
GFOAT FALL/SPRING CONFERENCE	0	0.00		0.00		
TMCA CONFERENCE	0	0.00		0.00		
NUTS/BOLTS OF HR	0	0.00		0.00		
FLSA SEMINAR	0	0.00		0.00		
TCMA SPRING	0	0.00		0.00		
VARIOUS DAY SEMINARS	0	0.00		0.00		
10-601-3040 TRAVEL/MILEAGE/LODGING/PERDIEM		3,154	5,000	5,000	0	
10-601-3050 LIABILITY INSURANCE		9,043	7,500	7,500	0	
10-601-3075 BANK/CREDIT CARD FEES		2,165	6,000	6,000	0	
10-601-3085 WEBSITE TECHNOLOGY		2,100	2,400	2,400	0	
ANNUAL MAINTENANCE	0	0.00		2,100.00		
WEB PHOTOGRAPHY	0	0.00		300.00		
10-601-3087 CITIZENS COMMUNICATION/EDUCATION		2,627	4,000	6,000	2,000	
VARIOUS PUBLIC MAILINGS	0	0.00		2,770.00		
SURVEY MONKEY	0	0.00		230.00		
DIRECTORY - CITY/BUSINESS	0	0.00		1,000.00		
PARKING STICKERS	0	0.00		0.00		
AMEND-FIESTA MEDALS	0	0.00		2,000.00		
TOTAL SERVICES		34,571	106,400	128,400	22,000	
CONTRACTUAL						
10-601-4050 DOCUMENT STORAGE/ARCHIVES		1,213	5,000	5,000	0	
MONTHLY STORAGE	0	0.00		2,000.00		
ARCHIVE SERVICES	0	0.00		3,000.00		
10-601-4060 IT SERVICES		12,083	28,000	28,000	0	
HTS - MONTHLY SERVICE	12	1,788.00		21,456.00		
ANIT-VIRUS-NSA-EMAIL SECURITY	0	0.00		1,500.00		
VARIOUS IT-NON CONTRACT	0	0.00		5,044.00		
10-601-4075 COMPUTER SOFTWARE/INCODE		12,319	13,330	13,330	0	
INCODE - GL	0	0.00		1,683.00		
INCODE - GL IMPORT	0	0.00		171.00		
INCODE - AP	0	0.00		1,202.00		
INCODE - PAYROLL	0	0.00		2,037.00		
INCODE - CASH RECEIPTS	0	0.00		963.00		
INCODE - ACUSERV	0	0.00		413.00		
INCODE - BASIC NETWORK	0	0.00		1,154.00		
INCODE - FIXED ASSETS	0	0.00		361.00		
INCODE - POSITIVE PAY	0	0.00		438.00		
OPEN GOV	0	0.00		4,778.00		
ADOBE-CREATIVE-PHOTOSHOP	0	0.00		130.00		
10-601-4083 AUDIT SERVICES		16,000	16,900	16,900	0	
10-601-4084 BEXAR COUNTY APPRAISIAL DIST		4,123	15,447	15,447	0	
10-601-4085 BEXAR COUNTY TAX ASSESSOR		3,230	3,032	3,032	0	
TOTAL CONTRACTUAL		48,968	81,709	81,709	0	

10 -GENERAL FUND
ADMINISTRATION

EXPENDITURES		Y-T-D ACTUAL	CURRENT BUDGET	SELECTED BUDGET	DIFFERENCE	BUDGET WORKSPACE
MAINTENANCE						
10-601-5005 EQUIPMENT LEASES		1,083	3,600	3,600	0	
MONTHLY COPY FEES - PER	0	0.00		3,600.00		
10-601-5010 EQUIPMENT MAINT & REPAIR		0	500	500	0	
10-601-5015 ELECTRONIC EQPT MAINT		0	1,000	1,000	0	
10-601-5030 BUILDING MAINTENANCE		9,614	10,000	25,000	15,000	
SECURITY SYSTEM	0	0.00		432.00		
PEST CONTROL	0	0.00		1,226.00		
FIRE EXTINGUISHERS	0	0.00		1,200.00		
SEPTIC MAINTENANCE	0	0.00		1,500.00		
FLOOR MATS	0	0.00		936.00		
VARIOUS MINOR REPAIRS	0	0.00		4,706.00		
AMEND -	0	0.00		15,000.00		
TOTAL MAINTENANCE		10,697	15,100	30,100	15,000	
DEPT MATERIALS-SERVICES						
UTILITIES						
10-601-7042 UTILITIES - PHONE/CELL/VOIP		5,495	16,620	16,620	0	
LOGIX FIBER	0	0.00		14,880.00		
TIME WARNER	0	0.00		1,740.00		
TOTAL UTILITIES		5,495	16,620	16,620	0	
CAPITAL OUTLAY						
10-601-8010 NON-CAPITAL-ELECTRONIC EQUIP		0	0	1,500	1,500	
AMEND-ADA LISTENING DEVICES	0	0.00		1,500.00		
10-601-8015 NON-CAPITAL-COMPUTER		744	6,334	6,334	0	
COMPUTER/MONITOR	0	0.00		1,000.00		
FIREWALL UPGRADE	0	0.00		4,000.00		
IPADS - NEW	2	667.00		1,334.00		
10-601-8025 NON-CAPITAL-OFFICE FURNITURE		0	100	100	0	
CHAIR	0	0.00		100.00		
10-601-8080 CAPITAL - IMPROVEMENTS		7,330	60,030	60,030	0	
CITY HALL - AC UNIT	2	9,000.00		18,000.00		
CITY HALL - ROOF	0	0.00		0.00		
ELECTRONIC MARQUEE	0	0.00		16,000.00		
ELECTRICAL UPGRADE-MUNICIPAL	0	0.00		10,000.00		
ENVIRONMENTAL FRIENDLY PARKING	0	0.00		16,030.00		
TOTAL CAPITAL OUTLAY		8,074	66,464	67,964	1,500	
INTERFUND TRANSFERS						
10-601-9010 TRANSFERS/CAPITAL REPLACEMENT		0	43,415	83,996	40,581	
CITY HALL AC UNITS	0	0.00		12,000.00		
UPGRADE VARIOUS SERVERS/INCODE	0	0.00		28,082.00		
CITY HALL ROOF	0	0.00		3,333.00		
AMEND-FUTURE ENV. PARKING	0	0.00		40,581.00		
TOTAL INTERFUND TRANSFERS		0	43,415	83,996	40,581	
TOTAL ADMINISTRATION		293,017	882,090	961,171	79,081	

10 -GENERAL FUND
COURT

EXPENDITURES	Y-T-D ACTUAL	CURRENT BUDGET	SELECTED BUDGET	DIFFERENCE	BUDGET WORKSPACE
PERSONNEL					
10-602-1010 SALARIES	15,306	44,364	44,364	0	
10-602-1015 OVERTIME	0	1,000	1,000	0	
10-602-1020 MEDICARE	222	658	658	0	
10-602-1025 TWC (SUI)	0	207	207	0	
10-602-1035 VISION CARE INSURANCE	0	122	122	0	
10-602-1036 LIFE INSURANCE	33	80	80	0	
10-602-1037 WORKERS' COMP INSURANCE	33	127	127	0	
10-602-1040 TMRS RETIREMENT	1,634	6,233	6,233	0	
TOTAL PERSONNEL	17,227	52,791	52,791	0	
SUPPLIES					
10-602-2020 OFFICE SUPPLIES	101	700	700	0	
10-602-2050 PRINTING & COPYING	87	1,200	1,200	0	
TOTAL SUPPLIES	189	1,900	1,900	0	
SERVICES					
10-602-3015 JUDGE/PROSECUTOR	5,200	16,800	16,800	0	
JUDGE	0	0.00	7,800.00		
PROSECUTOR	0	0.00	7,800.00		
ADDITIONAL	0	0.00	1,200.00		
10-602-3020 ASSOCIATION DUES & PUBS	0	200	200	0	
T.M.C.A.	0	0.00	200.00		
10-602-3030 TRAINING/EDUCATION	475	800	800	0	
	0	0.00	800.00		
TMCEC	0	0.00	0.00		
LEGISLATIVE UPDATE	0	0.00	0.00		
COURT CASE MANAGMENT	0	0.00	0.00		
REGIONAL CLERKS SEMINAR	0	0.00	0.00		
10-602-3040 TRAVEL/MILEAGE/LODGING/PERDIEM	450	800	800	0	
10-602-3050 LIABILITY INSURANCE	96	80	80	0	
10-602-3070 PROPERTY INSURANCE	48	40	40	0	
10-602-3075 BANK/CREDIT CARD FEES	385	2,900	2,900	0	
TOTAL SERVICES	6,655	21,620	21,620	0	
CONTRACTUAL					
10-602-4075 COMPUTER SOFTWARE/INCODE	4,128	4,128	4,128	0	
INCODE - COURT	0	0.00	1,924.00		
INCODE - TICKET INTERFACE	0	0.00	1,068.00		
INCODE - GL/CASH	0	0.00	1,136.00		
TOTAL CONTRACTUAL	4,128	4,128	4,128	0	

10 -GENERAL FUND
COURT

EXPENDITURES	Y-T-D ACTUAL	CURRENT BUDGET	SELECTED BUDGET	DIFFERENCE	BUDGET WORKSPACE
MAINTENANCE					
UTILITES					
10-602-7042 UTILITIES - PHONE/CELL/VOIP	343	1,020	1,020	0	
TOTAL UTILITES	343	1,020	1,020	0	
CAPITAL OUTLAY					
10-602-8010 NON CAPITAL-ELECTRONIC EQUIP	4,736	0	4,736	4,736	
AMEND-METAL DETECTORS 0	0.00		4,736.00		
10-602-8015 NON-CAPITAL-COMPUTER	715	0	1,500	1,500	
RECEIPT PRINTERS (2) 0	0.00		1,500.00		
TOTAL CAPITAL OUTLAY	5,451	0	6,236	6,236	
TOTAL COURT	33,992	81,459	87,695	6,236	

10 -GENERAL FUND
PUBLIC WORKS

EXPENDITURES	Y-T-D ACTUAL	CURRENT BUDGET	SELECTED BUDGET	DIFFERENCE	BUDGET WORKSPACE
PERSONNEL					
10-603-1010 SALARIES	53,274	183,482	183,482	0	
10-603-1015 OVERTIME	627	4,000	4,000	0	
10-603-1020 MEDICARE	792	3,099	3,099	0	
10-603-1025 TWC (SUI)	7	828	828	0	
10-603-1030 HEALTH INSURANCE	9,124	25,776	25,776	0	
10-603-1031 HSA	53	178	178	0	
10-603-1033 DENTAL INSURANCE	524	1,480	1,480	0	
10-603-1035 VISION CARE INSURANCE	124	365	365	0	
10-603-1036 LIFE INSURANCE	113	318	318	0	
10-603-1037 WORKERS' COMP INSURANCE	1,539	7,559	7,559	0	
10-603-1040 TMRS RETIREMENT	5,955	29,364	29,364	0	
10-603-1070 SPECIAL ALLOWANCES	2,406	7,200	7,200	0	
TOTAL PERSONNEL	74,538	263,649	263,649	0	
SUPPLIES					
10-603-2020 OFFICE SUPPLIES	463	1,000	1,000	0	
10-603-2050 PRINTING & COPYING	0	150	150	0	
10-603-2060 MEDICAL EXAMS/SCREENING/TEST	0	175	175	0	
10-603-2070 JANITORIAL SUPPLIES	839	2,000	2,000	0	
10-603-2080 UNIFORMS	270	900	900	0	
10-603-2090 SMALL TOOLS	396	3,000	3,000	0	
10-603-2091 SAFETY GEAR	1,110	1,400	1,400	0	
TOTAL SUPPLIES	3,078	8,625	8,625	0	
SERVICES					
10-603-3012 PROFESSIONAL - ENGINEERING	20,000	26,000	26,000	0	
ENGINEERING - GENERAL 0	0.00		1,000.00		
DRAINAGE - VARIOUS 0	0.00		25,000.00		
10-603-3013 PROFESSIONAL SERVICES	9,875	19,500	19,500	0	
TREE SERVICE/MUNICIPAL PROPERTY 0	0.00		5,000.00		
LANDSCAPE MAINT @ CITY HALL 0	0.00		4,000.00		
JANITORIAL SERVICES-CITY HALL 0	0.00		8,200.00		
CTIY HALL - CARPET-TILE CLEAN 0	0.00		2,300.00		
10-603-3020 ASSOCIATION DUES & PUBS	0	195	195	0	
10-603-3030 TRAINING/EDUCATION	455	250	250	0	
10-603-3040 TRAVEL/MILEAGE/LODGING/PERDIEM	0	250	250	0	
10-603-3050 LIABILITY INSURANCE	3,419	2,836	2,836	0	
10-603-3060 UNIFORM SERVICE	4	1,500	1,500	0	
10-603-3070 PROPERTY INSURANCE	1,687	1,399	1,399	0	
TOTAL SERVICES	35,440	51,930	51,930	0	

10 -GENERAL FUND
PUBLIC WORKS

EXPENDITURES	Y-T-D ACTUAL	CURRENT BUDGET	SELECTED BUDGET	DIFFERENCE	BUDGET WORKSPACE
CONTRACTUAL					
MAINTENANCE					
10-603-5005 EQUIPMENT LEASES	93	3,000	3,000	0	
10-603-5010 EQUIPMENT MAINT & REPAIR	3,116	15,500	15,500	0	
10-603-5020 VEHICLE MAINTENANCE	992	15,500	15,500	0	
10-603-5030 BUILDING MAINTENANCE	2,929	10,000	10,000	0	
SECURITY SYSTEM	0	0.00	1,000.00		
JANITORIAL SUPPLIES-MATS	0	0.00	1,000.00		
VARIOUS =	0	0.00	8,000.00		
10-603-5060 VEHICLE & EQPT FUELS	928	4,000	4,000	0	
TOTAL MAINTENANCE	8,058	48,000	48,000	0	
DEPT MATERIALS-SERVICES					
10-603-6011 CHEMICALS	385	1,000	1,000	0	
10-603-6055 FIRE HYDRANTS	0	2,000	2,000	0	
RISER REPAIRS ~ 6 HYDRANTS	0	0.00	2,000.00		
10-603-6080 STREET MAINTENANCE	5,886	35,000	35,000	0	
10-603-6081 SIGN MAINTENANCE	397	3,000	3,000	0	
GENERAL SIGN MAINTENANCE	0	0.00	3,000.00		
SHAVANO CREEK - SIGNS	0	0.00	0.00		
TOTAL DEPT MATERIALS-SERVICES	6,667	41,000	41,000	0	
UTILITES					
10-603-7040 UTILITIES - ELECTRIC	9,547	44,000	44,000	0	
10-603-7041 UTILITIES - GAS	4,190	2,000	2,000	0	
10-603-7042 UTILITIES - PHONE	76	300	300	0	
10-603-7044 UTILITIES - WATER	2,647	7,200	7,200	0	
10-603-7045 STREET LIGHTS	11,651	34,000	34,000	0	
TOTAL UTILITES	28,112	87,500	87,500	0	
CAPITAL OUTLAY					
10-603-8015 NON-CAPITAL-COMPUTER	0	1,000	1,000	0	
10-603-8020 NON-CAPITAL-MAINTENANCE EQUIP	1,542	4,000	4,000	0	
VARIOUS	0	0.00	4,000.00		
10-603-8060 CAPITAL - EQUIPMENT	61,889	62,500	62,500	0	
ZERO TURN MOWER	0	0.00	12,500.00		
CRACK SEAL TRAILER MOUNTED	0	0.00	50,000.00		
TOTAL CAPITAL OUTLAY	63,431	67,500	67,500	0	
INTERFUND TRANSFERS					
10-603-9010 TRF TO CAPITAL REPLACEMENT	0	66,419	104,437	38,018	
DRAINAGE DEVELOPMENT FEES	0	0.00	5,000.00		
FUTURE EQUIPMENT REPLACEMENT	0	0.00	61,419.00		
AMEND-FUTURE EQUIPMENT REPL	0	0.00	38,018.00		
TOTAL INTERFUND TRANSFERS	0	66,419	104,437	38,018	
TOTAL PUBLIC WORKS	219,325	634,623	672,641	38,018	

10 -GENERAL FUND
FIRE DEPARTMENT

EXPENDITURES	Y-T-D ACTUAL	CURRENT BUDGET	SELECTED BUDGET	DIFFERENCE	BUDGET WORKSPACE
PERSONNEL					
10-604-1010 SALARIES	335,218	1,069,162	1,069,162	0	
10-604-1015 OVERTIME	12,834	25,000	25,000	0	
10-604-1020 MEDICARE	4,960	16,091	16,091	0	
10-604-1025 TWC (SUI)	7	3,519	3,519	0	
10-604-1030 HEALTH INSURANCE	43,991	109,489	109,489	0	
10-604-1031 HSA	244	755	755	0	
10-604-1033 DENTAL INSURANCE	2,608	6,908	6,908	0	
10-604-1035 VISION CARE INSURANCE	626	1,623	1,623	0	
10-604-1036 LIFE INSURANCE	538	1,351	1,351	0	
10-604-1037 WORKERS' COMP INSURANCE	5,870	22,490	22,490	0	
10-604-1040 TMRS RETIREMENT	37,384	152,741	152,741	0	
10-604-1070 SPECIAL ALLOWANCES	5,351	12,700	12,700	0	
TOTAL PERSONNEL	449,633	1,421,829	1,421,829	0	
SUPPLIES					
10-604-2020 OFFICE SUPPLIES	744	1,500	1,500	0	
10-604-2060 MEDICAL EXAMS/SCREENING/TEST	0	2,000	2,000	0	
DRUG TESTING	0	0.00	400.00		
HEALTH SCREENING	0	0.00	800.00		
IMMUNIZATIONS	0	0.00	500.00		
FIRE FIGHTER CANDIDATE TESTING	0	0.00	300.00		
10-604-2070 JANITORIAL SUPPLIES	450	2,500	2,500	0	
10-604-2080 UNIFORMS & ACCESORIES	769	7,000	7,000	0	
UNIFORMS - (17) FIRE FIGHTERS	0	0.00	7,000.00		
TOTAL SUPPLIES	1,963	13,000	13,000	0	
SERVICES					
10-604-3017 PROFESSIONAL - MEDICAL DIRECTO	1,605	5,900	5,900	0	
MEDICAL DIRECTOR	12	400.00	4,800.00		
OTHER PROF. SERV.	0	0.00	300.00		
EMERGENCY MANAGEMENT PLAN	0	0.00	800.00		
10-604-3020 ASSOCIATION DUES & PUBS	2,218	6,820	6,820	0	
TCFP DUES & CERT FEES	0	0.00	2,445.00		
STRAC DUES	0	0.00	200.00		
ICC CODE BOOK UPDATE	0	0.00	200.00		
NATIONAL FIER CODE UPDATE	0	0.00	1,300.00		
TX AMBULANCE ASSOC.	0	0.00	250.00		
TDSHS RECERT FEES & CE	0	0.00	1,150.00		
NFPA MEMBERSHIP	0	0.00	150.00		
ALAMO AREA FIRE CHIEFS	0	0.00	25.00		
TX FIRE CHIEFS/BEST PRACTICES	0	0.00	500.00		
UT/UNIV. HOSPITAL INF CTR	0	0.00	600.00		
10-604-3030 TRAINING/EDUCATION	1,199	9,040	9,040	0	
CE SOLUTIONS - EMS	0	0.00	2,040.00		
CE - FIRE FITHGERS	0	0.00	2,500.00		
SPECIAL TRAINING	0	0.00	2,000.00		
FIRERMS & EPCR TESTING	0	0.00	2,500.00		

10 -GENERAL FUND
FIRE DEPARTMENT

EXPENDITURES		Y-T-D ACTUAL	CURRENT BUDGET	SELECTED BUDGET	DIFFERENCE	BUDGET WORKSPACE
10-604-3040 TRAVEL/MILEAGE/LODGING/PERDIEM		468	3,000	3,000	0	
TRAVEL-MILAGE-LODGING	0	0.00		2,500.00		
FOOD FOR TRAINING/MEETINGS	0	0.00		500.00		
10-604-3050 LIABILITY INSURANCE		16,726	13,873	13,873	0	
10-604-3070 PROPERTY INSURANCE		8,318	6,899	6,899	0	
10-604-3080 SPECIAL SERVICES		0	2,710	2,710	0	
EMS BILLING SOFTWARE	0	0.00		1,750.00		
ELECTRONIC CLAIMS SERVICE	12	80.00		960.00		
10-604-3090 COMMUNICATIONS SERVICES		1,405	4,668	4,668	0	
DATA CARDS-MDTS	12	264.00		3,168.00		
AT&T PHONE SERVICE	12	105.00		1,260.00		
AT&T MDT SERVICE	12	20.00		240.00		
TOTAL SERVICES		31,939	52,910	52,910	0	
CONTRACTUAL						
10-604-4045 RADIO ACCESS FEES - COSA		5,832	7,000	7,000	0	
COSA/HARRIS RADIO	0	0.00		5,400.00		
HARRIS RADIO MAINT.	0	0.00		1,600.00		
10-604-4075 COMPUTER SOFTWARE/MAINTENANCE		216	0	0	0	
TOTAL CONTRACTUAL		6,048	7,000	7,000	0	
MAINTENANCE						
10-604-5010 EQUIPMENT MAINT & REPAIR		432	6,000	6,000	0	
FIRE EQUIPMENT	0	0.00		4,000.00		
EMS	0	0.00		1,000.00		
VARIOUS EQUIPMENT	0	0.00		1,000.00		
10-604-5020 VEHICLE MAINTENANCE		3,898	18,000	18,000	0	
FIRE ENGINES	2	5,000.00		10,000.00		
EMS UNITS	2	2,500.00		5,000.00		
BURSH, SUPPORT, CHIEF TRUCKS	3	1,000.00		3,000.00		
10-604-5030 BUILDING MAINTENANCE		645	7,000	7,000	0	
FIRE STATION	0	0.00		5,500.00		
LIVING QUARTERS	0	0.00		1,500.00		
10-604-5060 VEHICLE & EQPT FUELS		3,216	9,000	9,000	0	
TOTAL MAINTENANCE		8,192	40,000	40,000	0	
DEPT MATERIALS-SERVICES						
10-604-6015 ELECTRONIC EQPT MAINT		2,651	9,000	9,000	0	
STRAC TABLET EPCR USER FEES	3	800.00		2,400.00		
RADIO TOWER MAINTENANCE	0	0.00		350.00		
MDT MAINTENANCE	0	0.00		1,600.00		
ZOLL CARDIAC MONITOR CALB	3	500.00		1,500.00		
GAS MONITORING	0	0.00		500.00		
MISC VARIOUS EQUIPMENT	0	0.00		2,650.00		
10-604-6030 INVESTIGATIVE SUPPLIES/PROCESS		0	1,500	1,500	0	
10-604-6040 EMS SUPPLIES		5,241	26,219	26,219	0	
EMS OXYGEN	12	120.00		1,440.00		
DISPOSABLE MEDICAL SUPPLIES	0	0.00		16,000.00		
MEDICATIONS	0	0.00		7,379.00		
BIO HAZARD WASTE DISPOSAL	0	0.00		1,400.00		

10 -GENERAL FUND
FIRE DEPARTMENT

EXPENDITURES		Y-T-D ACTUAL	CURRENT BUDGET	SELECTED BUDGET	DIFFERENCE	BUDGET WORKSPACE
10-604-6045 FIRE FIGHTING EQPT SUPPLIES		1,189	14,000	14,000	0	
Fire Hose Replacement	1	5,000.00		5,000.00		
Small Equipment Replacement	1	2,500.00		2,500.00		
Fire Nozzle Replacement	1	2,500.00		2,500.00		
Class A & B Foams	0	0.00		1,000.00		
Various Supplies	0	0.00		3,000.00		
10-604-6060 PPE MAINTENENCE		586	14,100	14,100	0	
GEAR REPLACEMENT	5	2,000.00		10,000.00		
NEW GEAR	0	0.00		2,000.00		
REPAIRS	0	0.00		1,000.00		
AIR QUALITY TESTING	0	0.00		500.00		
MISC. PPE	0	0.00		600.00		
TOTAL DEPT MATERIALS-SERVICES		9,667	64,819	64,819	0	
UTILITIES						
10-604-7044 UTILITIES - WATER		405	2,000	2,000	0	
TOTAL UTILITIES		405	2,000	2,000	0	
CAPITAL OUTLAY						
10-604-8010 NON-CAPITAL-ELECTRONIC EQUIP		14,137	17,854	17,854	0	
MOBILE DATA TERMINALS	3	3,334.00		10,002.00		
FIRE CHIEF DESK TOP	0	0.00		1,000.00		
FIRE CAPTAIN DESK TOP	0	0.00		1,000.00		
VEHICLE DASH CAMERA	0	0.00		5,232.00		
BODY WORN CAMERA	0	0.00		620.00		
10-604-8012 NON-CAPTIAL-FIRE ARMS/TASERS		797	760	760	0	
TASER - 5 YR PROGRAM	1	760.00		760.00		
10-604-8015 NON-CAPITAL-COMPUTER EQUIPMEN		0	500	500	0	
REPLACEMENT PARTS	0	0.00		500.00		
10-604-8020 NON-CAPTIAL MAINTENANCE EQPT		0	4,000	4,000	0	
TOOLS & EQUIPMENT	0	0.00		4,000.00		
10-604-8025 NON CAPITAL-OFFICE FURN/EQUP		0	500	500	0	
10-604-8050 CAPTIAL - VEHICLE		0	180,000	180,000	0	
AMBULANCE	1	180,000.00		180,000.00		
10-604-8060 CAPITAL - EQUIPMENT		0	33,000	33,000	0	
STRYKER STRETCHER-REPLACE	0	0.00		24,000.00		
REPLACE AC UNIT LIVING QTRS	0	0.00		9,000.00		
10-604-8080 CAPITAL - IMPROVEMENT		0	5,000	5,000	0	
COOLING FAN - EMS BAYS	0	0.00		5,000.00		
TOTAL CAPITAL OUTLAY		14,934	241,614	241,614	0	
INTERFUND TRANSFERS						
10-604-9000 GRANT EXPENDITURES		0	17,000	17,000	0	
STRAC GRANT - EMS	0	0.00		7,000.00		
TEXAS FOREST SERVICE	0	0.00		10,000.00		
10-604-9010 TRF TO CAPITAL REPLACEMENT		0	209,762	381,762	172,000	
EQUIPMENT REPLACEMENT	0	0.00		209,762.00		
AMEND-EQUIPMENT REPLACEMENT	0	0.00		172,000.00		
TOTAL INTERFUND TRANSFERS		0	226,762	398,762	172,000	
TOTAL FIRE DEPARTMENT		522,781	2,069,934	2,241,934	172,000	

10 -GENERAL FUND
POLICE DEPARTMENT

EXPENDITURES	Y-T-D ACTUAL	CURRENT BUDGET	SELECTED BUDGET	DIFFERENCE	BUDGET WORKSPACE
PERSONNEL					
10-605-1010 SALARIES	370,078	1,075,322	1,075,322	0	
10-605-1015 OVERTIME	5,733	12,000	12,000	0	
10-605-1020 MEDICARE	5,436	16,167	16,167	0	
10-605-1025 TWC (SUI)	0	3,933	3,933	0	
10-605-1030 HEALTH INSURANCE	50,805	122,437	122,437	0	
10-605-1031 HSA	333	844	844	0	
10-605-1033 DENTAL INSURANCE	3,086	6,908	6,908	0	
10-605-1035 VISION CARE INSURANCE	727	1,744	1,744	0	
10-605-1036 LIFE INSURANCE	631	1,510	1,510	0	
10-605-1037 WORKERS' COMP INSURANCE	7,664	28,762	28,762	0	
10-605-1040 TMRS RETIREMENT	41,435	153,194	153,194	0	
10-605-1070 SPECIAL ALLOWANCES	10,276	27,625	27,625	0	
TOTAL PERSONNEL	496,204	1,450,446	1,450,446	0	
SUPPLIES					
10-605-2020 OFFICE SUPPLIES	1,255	2,500	2,500	0	
10-605-2050 PRINTING & COPYING	486	1,300	1,300	0	
FORMS, MIRANDA, LEGISLATIVE	0	0.00	1,300.00		
10-605-2060 MEDICAL/SCREENING/TESTING/BACK	0	1,000	1,000	0	
PSYCHOLOGICAL EVALUATIONS	0	0.00	400.00		
DRUG SCREEN-PYHSICALS	0	0.00	600.00		
	0	0.00	0.00		
10-605-2070 JANITROIAL/BUILDING SUPPLIES	0	500	500	0	
10-605-2080 UNIFORMS & ACCESSORIES	16,248	25,500	25,500	0	
UNIFORMS	0	0.00	17,500.00		
8- BULLET PROOF VESTS	0	0.00	8,000.00		
TOTAL SUPPLIES	17,989	30,800	30,800	0	
SERVICES					
10-605-3020 ASSOCIATION DUES & PUBS	2,630	5,820	5,820	0	
NATIONAL ASSN. OF POLICE CHIEF	0	0.00	60.00		
TX POLICE CHIEF ASSN. - CAPT	0	0.00	50.00		
TEXAS POLICE ASSOCIATION	0	0.00	30.00		
CRIMINAL LAW & TRAFFIC MANUALS	0	0.00	1,200.00		
TX POLICE CHIEF ASSN - CHIEF	0	0.00	250.00		
NOTARY PUBLIC - RENEWAL	0	0.00	130.00		
TX BEST PRACTICE FEE	0	0.00	500.00		
TX BEST-REVIEWERS CHARGE	0	0.00	3,600.00		
10-605-3030 TRAINING/EDUCATION	705	2,000	2,000	0	
	0	0.00	2,000.00		
FIREARMS TRAINING 18 OFFICERS	0	0.00	0.00		
~ 20 VARIOUS TRAINING CLASES	0	0.00	0.00		
TML CONFERENCE	0	0.00	0.00		
CHIEF LEADERSHIP SCHOOL	0	0.00	0.00		
10-605-3040 TRAVEL/MILEAGE/LODGING/PERDIEM	1,865	2,500	2,500	0	
~ 6-10 CLASSES AVG. \$200-\$700	0	0.00	2,500.00		
10-605-3050 LIABILITY INSURANCE	15,008	12,448	12,448	0	

10 -GENERAL FUND
POLICE DEPARTMENT

EXPENDITURES		Y-T-D ACTUAL	CURRENT BUDGET	SELECTED BUDGET	DIFFERENCE	BUDGET WORKSPACE
10-605-3060 UNIFORM MAINTENANCE		1,431	3,000	3,000	0	
17 OFFICERS AT ~ \$175 EACH	0	0.00		3,000.00		
10-605-3071 PROPERTY INSURANCE		6,863	5,692	5,692	0	
10-605-3072 ANIMAL CONTROL SERVICES		4,000	12,500	12,500	0	
DEZAVALA SHAVANO VET CLINIC	12	1,000.00		12,000.00		
ANIMAL CONTROL EQUIPMENT	0	0.00		500.00		
10-605-3087 CITIZENS COMMUNICATION/ED		164	400	400	0	
10-605-3090 COMMUNICATIONS SERVICES		2,279	4,600	4,600	0	
MDT SERVICES	0	0.00		4,600.00		
TOTAL SERVICES		34,946	48,960	48,960	0	
CONTRACTUAL						
10-605-4045 CONTRACT/RADIO FEES COSA		7,776	8,400	8,400	0	
10-605-4075 COMPUTER SOFTWARE/INCODE		9,059	13,101	13,101	0	
INCODE - TDEX INTERFACE	0	0.00		563.00		
INCODE - CALLS FOR SERVICE	0	0.00		642.00		
INCODE - PUBLIC SAFETY RECORDS	0	0.00		6,842.00		
BRAZOS TECHNOLOGY	0	0.00		2,400.00		
LEADS ONLINE	0	0.00		1,758.00		
PRODUCTIVITY (TCLEDDS)	0	0.00		500.00		
ACCURINT (LEXIS-NEXIS)	0	0.00		396.00		
TOTAL CONTRACTUAL		16,835	21,501	21,501	0	
MAINTENANCE						
10-605-5005 EQUIPMENT LEASES		828	2,900	2,900	0	
MONTHLY COPY FEES - PER	0	0.00		2,900.00		
10-605-5010 EQUIPMENT MAINT & REPAIR		2,807	3,000	3,000	0	
10-605-5015 ELECTRONIC EQPT MAINT		114	5,350	5,350	0	
MIDWEST RADAR-CERTIFICATION	0	0.00		350.00		
DAILY WELLS - RAIDO REPAIRS	0	0.00		2,000.00		
COPTRAX/TECH SUPPORT/REPAIR	0	0.00		3,000.00		
	0	0.00		0.00		
10-605-5020 VEHICLE MAINTENANCE		7,774	23,000	23,000	0	
10-605-5060 VEHICLE & EQPT FUELS		10,751	30,000	30,000	0	
TOTAL MAINTENANCE		22,274	64,250	64,250	0	
DEPT MATERIALS-SERVICES						
10-605-6030 INVESTIGATIVE SUPPLIES		115	2,500	2,500	0	
10-605-6032 POLICE SAFETY SUPPLIES		2,250	2,250	2,250	0	
FLARES	0	0.00		450.00		
SABA	0	0.00		1,090.00		
GLOVES, TRAFFIC CONES, MISC.	0	0.00		710.00		
10-605-6035 FIREARMS EQUIPMENT/SUPPLIES		2,281	6,000	6,000	0	
AMMUNITION	0	0.00		4,000.00		
TARGETS/SHOOTING PADS	0	0.00		1,500.00		
CLEANING SUPPLIES	0	0.00		500.00		
TOTAL DEPT MATERIALS-SERVICES		4,646	10,750	10,750	0	

10 -GENERAL FUND
POLICE DEPARTMENT

EXPENDITURES		Y-T-D ACTUAL	CURRENT BUDGET	SELECTED BUDGET	DIFFERENCE	BUDGET WORKSPACE
UTILITES						
10-605-7042 UTILITES- PHONE		1,720	4,300	4,300	0	
CELL PHONES	0	0.00		2,800.00		
AT&T DISPATCH LINE	0	0.00		1,500.00		
TOTAL UTILITES		1,720	4,300	4,300	0	
CAPITAL OUTLAY						
10-605-8010 NON-CAPITAL-ELECTRONIC EQUIP		14,699	20,400	20,400	0	
RADARS - REPLACE	2	2,500.00		5,000.00		
NOPTIC THERMAL UNIT- VEHICLE	1	5,000.00		5,000.00		
HAND HELD RADARS	2	1,600.00		3,200.00		
HANDHELD THERMAL UNIT	1	2,500.00		2,500.00		
SHREDDER - HEAVY DUTY	1	900.00		900.00		
PRINTERS (CID & CAPTAIN)	2	400.00		800.00		
CRIME SCENE CAMERA (CID/PATROL	2	1,500.00		3,000.00		
10-605-8012 NON CAPITAL-FIRE ARMS/TASERS		0	8,640	8,640	0	
Taser 5 yr program	0	0.00		8,640.00		
10-605-8015 NON-CAPITAL-COMPUTER EQUIP.		9,459	9,800	9,800	0	
DESKTOP COMPUTERS (Coptrax)	2	2,000.00		4,000.00		
DESKTOP COMPUTER (CAPTAIN)	1	1,600.00		1,600.00		
MDT - CHIEF VEHICLE	1	4,200.00		4,200.00		
10-605-8025 NON-CAPITAL - OFFICE FURNITURE		1,027	3,102	3,102	0	
OFFICE CHAIRS	5	180.00		900.00		
EVIDENCE PROCESSING TABLE	0	250.00		0.00		
STORAGE TUBS - EVIDENCE ROOM	0	0.00		300.00		
CABINETS/SHELVING UNITS	3	234.00		702.00		
REFREIGERATOR-REPLACEMENT	0	0.00		1,200.00		
10-605-8050 CAPITAL - VEHICLES		67,947	120,000	120,000	0	
FORD EXPLORER	2	43,600.00		87,200.00		
RADIO	2	4,500.00		9,000.00		
MDT	2	4,200.00		8,400.00		
RADAR	2	2,300.00		4,600.00		
CAMERA	2	5,400.00		10,800.00		
	0	0.00		0.00		
	0	0.00		0.00		
TOTAL CAPITAL OUTLAY		93,132	161,942	161,942	0	
INTERFUND TRANSFERS						
10-605-9000 GRANT EXPENDITURES		0	15,000	15,000	0	
RIFLE BODY ARMOR (30)	0	0.00		15,000.00		
TOTAL INTERFUND TRANSFERS		0	15,000	15,000	0	
TOTAL POLICE DEPARTMENT		687,746	1,807,949	1,807,949	0	

10 -GENERAL FUND
DEVELOPMENT SERVICES

EXPENDITURES	Y-T-D ACTUAL	CURRENT BUDGET	SELECTED BUDGET	DIFFERENCE	BUDGET WORKSPACE
PERSONNEL					
SUPPLIES					
10-607-2050 PRINTING & COPYING	873	500	500	0	
TOTAL SUPPLIES	873	500	500	0	
SERVICES					
10-607-3012 PROF -ENGINEERING REVIEW	0	10,000	10,000	0	
10-607-3015 PROF -BLDG INSPECTION SERVICE	37,084	80,000	80,000	0	
10-607-3016 PROF -HEALTH INSPECTOR	720	2,000	2,000	0	
10-607-3017 PROF -SANITARY INSPECTION SERV	1,250	3,000	3,000	0	
TOTAL SERVICES	39,054	95,000	95,000	0	
CONTRACTUAL					
10-607-4075 COMPUTER SOFTWARE/MAINTENANCE	1,400	1,400	1,400	0	
TOTAL CONTRACTUAL	1,400	1,400	1,400	0	
MAINTENANCE					
CAPITAL OUTLAY					
INTERFUND TRANSFERS					
TOTAL DEVELOPMENT SERVICES	41,327	96,900	96,900	0	
TOTAL EXPENDITURES	1,807,393	5,603,039	5,898,374	295,335	
REVENUE OVER/ (UNDER) EXPENDITURES	1,357,913	0	0	0	

50 -COURT RESTRICTED FUND

REVENUES	Y-T-D ACTUAL	CURRENT BUDGET	SELECTED BUDGET	DIFFERENCE	BUDGET WORKSPACE
<hr/>					
NON-DEPARTMENTAL =====					
COURT FEES					
50-599-4022 COURT EFFICIENCY REVENUE	29	100	100	0	_____
50-599-4023 COURT SECURITY REVENUE	1,096	3,400	3,400	0	_____
50-599-4025 COURT TECHNOLOGY REVENUE	1,462	4,200	4,200	0	_____
TOTAL COURT FEES	2,588	7,700	7,700	0	_____
TRANSFERS IN					
50-599-8099 FUND BALANCE RESERVE	0	0	4,736	4,736	_____
SECURITY FUNDS-METAL DETECTOR	0	0.00	4,736.00		_____
TOTAL TRANSFERS IN	0	0	4,736	(4,736)	_____
TOTAL NON-DEPARTMENTAL	2,588	7,700	12,436	4,736	_____
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TOTAL REVENUES	2,588	7,700	12,436	4,736	_____
	=====	=====	=====	=====	=====

50 -COURT RESTRICTED FUND
OPERATING EXPENSES

EXPENDITURES		Y-T-D ACTUAL	CURRENT BUDGET	SELECTED BUDGET	DIFFERENCE	BUDGET WORKSPACE
SUPPLIES						
SERVICES						
CONTRACTUAL						
MAINTENANCE						
CAPITAL OUTLAY						
INTERFUND TRANSFERS						
50-602-9010 TRANSFER TO GENERAL FUND		0	4,013	8,749	4,736	
COURT - INCODE	0	0.00		4,013.00		
SECURITY-METAL DETECTORS	0	0.00		4,736.00		
TOTAL INTERFUND TRANSFERS		0	4,013	8,749	4,736	
TOTAL OPERATING EXPENSES		0	4,013	8,749	4,736	
TOTAL EXPENDITURES		0	4,013	8,749	4,736	
REVENUE OVER/ (UNDER) EXPENDITURES		2,588	3,687	3,687	0	

70 -CAPITAL REPLACEMENT FUND

REVENUES		Y-T-D ACTUAL	CURRENT BUDGET	SELECTED BUDGET	DIFFERENCE	BUDGET WORKSPACE
<hr/>						
OTHER SOURCES						
=====						
MISC./GRANTS/INTEREST						
<hr/>						
TRANSFERS IN						
70-599-8010 INTEREST INCOME		5,732	5,000	5,000	0	
70-599-8020 TRF IN - GENERAL FUND		0	319,596	570,195	250,599	
ADMINISTRATION	0	0.00		43,415.00		
FIRE VEHICLES/EQUIPMENT	0	0.00		209,762.00		
PUBLIC WORKS VEHICLES/EQUIPMEN	0	0.00		61,419.00		
FUTURE DRAINAGE RECONSTRUCTION	0	0.00		5,000.00		
AMEND-SCBA	0	0.00		37,000.00		
AMEND-FIRE ENGINE	0	0.00		135,000.00		
AMEND-PW DIREC TRUCK	0	0.00		18,018.00		
AMEND-PW DUMP TRUCK	0	0.00		20,000.00		
AMEND-ENVIROM FRIENDLY PARKING	0	0.00		40,581.00		
70-599-8099 FUND BALANCE RESERVE		0	0	564,188	564,188	
DRAINAGE PROJECTS	0	0.00		564,188.00		
TOTAL TRANSFERS IN		5,732	324,596	1,139,383	(814,787)	
TOTAL OTHER SOURCES		5,732	324,596	1,139,383	814,787	
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TOTAL REVENUES		5,732	324,596	1,139,383	814,787	
		=====	=====	=====	=====	=====

70 -CAPITAL REPLACEMENT FUND
COUNCIL

EXPENDITURES	Y-T-D ACTUAL	CURRENT BUDGET	SELECTED BUDGET	DIFFERENCE	BUDGET WORKSPACE
CONTRACTUAL					

70 -CAPITAL REPLACEMENT FUND
ADMIN

EXPENDITURES		Y-T-D ACTUAL	CURRENT BUDGET	SELECTED BUDGET	DIFFERENCE	BUDGET WORKSPACE
<hr/>						
CONTRACTUAL						
<hr/>						
INTERFUND TRANSFERS						
70-601-9010 TRANSFER TO - GENERAL FUND		0	44,030	44,030	0	
REPLACE (2) AC UNIT CITY HALL	0	0.00		18,000.00		
ELECTRICAL UPGRADE -MUNICIPAL	0	0.00		10,000.00		
ENVIRONMENT FRIENDLY PARKING	0	0.00		16,030.00		
TOTAL INTERFUND TRANSFERS		0	44,030	44,030	0	
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TOTAL ADMIN		0	44,030	44,030	0	

70 -CAPITAL REPLACEMENT FUND
PUBLIC WORKS

EXPENDITURES	Y-T-D ACTUAL	CURRENT BUDGET	SELECTED BUDGET	DIFFERENCE	BUDGET WORKSPACE
CONTRACTUAL					
CAPITAL OUTLAY					
70-603-8080 CAPITAL-IMPROVEMENT PROJECTS	0	0	564,188	564,188	
TOTAL CAPITAL OUTLAY	0	0	564,188	564,188	
INTERFUND TRANSFERS					
70-603-9010 TRANSFER TO - GENERAL FUND	0	37,500	37,500	0	
ENGINEERING SERVICES DRAINAGE 0	0.00		25,000.00		
ZERO TURN RADIUS MOWER 0	0.00		12,500.00		
TOTAL INTERFUND TRANSFERS	0	37,500	37,500	0	
TOTAL PUBLIC WORKS	0	37,500	601,688	564,188	

70 -CAPITAL REPLACEMENT FUND
FIRE

EXPENDITURES		Y-T-D ACTUAL	CURRENT BUDGET	SELECTED BUDGET	DIFFERENCE	BUDGET WORKSPACE
<hr/>						
CONTRACTUAL						
<hr/>						
INTERFUND TRANSFERS						
70-604-9010 TRANSFER TO - GENERAL FUND		0	154,971	154,971	0	
AMBULANCE REPLACEMENT	0	0.00		140,971.00		
STRETCHER	0	0.00		14,000.00		
TOTAL INTERFUND TRANSFERS		0	154,971	154,971	0	
<hr/>						
TOTAL FIRE		0	154,971	154,971	0	

70 -CAPITAL REPLACEMENT FUND
POLICE

EXPENDITURES	Y-T-D ACTUAL	CURRENT BUDGET	SELECTED BUDGET	DIFFERENCE	BUDGET WORKSPACE
CONTRACTUAL	_____	_____	_____	_____	_____
MAINTENANCE	_____	_____	_____	_____	_____
INTERFUND TRANSFERS	_____	_____	_____	_____	_____
TOTAL EXPENDITURES	0 =====	236,501 =====	800,689 =====	564,188 =====	=====
REVENUE OVER/ (UNDER) EXPENDITURES	5,732 =====	88,095 =====	338,694 =====	250,599 =====	=====

February 16, 2018

City of Shavano Park
Attn: William Hill, City Manager
900 Saddletree Court
Shavano Park, TX 78231

RE: Proposal for Task Order #4
Drainage Area 1, Area 2, and Area 12
Design, Bidding, and Construction Observation

We appreciate this opportunity to provide you with a proposal for Professional Civil Engineering and Surveying Services for Area 1, Area 2 and Area 12 as identified in the Shavano Park Master Drainage Plan, dated November 2017. Our proposed scope of services for the project is outlined below (the "Scope of Services"):

AREA 12 - Fawn Drive LWC

Area 12 Fawn Drive Survey (\$5,400)

KFW will provide a topographic survey of the existing site conditions for use in the design preparation. The Survey will include a 50-foot grid plus grade breaks for the existing ROW, and all hard improvements and landscaping.

Area 12 Fawn Drive Hydraulic Analysis (\$2,000)

Using the survey data collected above, we will prepare a hydraulic analysis for existing and proposed conditions to verify that the proposed improvements do not cause an increase in flooding to neighboring properties. This analysis is necessary to properly size the proposed culvert crossing.

Area 12 Fawn Drive 40% Construction Documents (\$5,000)

KFW will provide plan and profile construction documents for the proposed culvert crossing and associated roadway improvements to a 40% design. At 40% design the plans will be submitted to stakeholders for review and comment. Stakeholders will include the City, utility companies, etc.

Area 12 Fawn Drive 95% Construction Documents (\$3,000)

KFW will continue refining the plan and profile construction documents and address comments received for the 40% submittal. Additional KFW will prepare special specifications as needed. The 95% plans will be submitted to the stakeholders for one final review before bidding.

AREA 12 – Chimney Rock LWC

Area 12 Chimney Rock Survey (\$5,400)

KFW will provide topographic survey of the existing site conditions for use in the design preparation. The Survey will include a 50' grid plus grade breaks for the existing ROW and all hard improvements and landscaping.

Area 12 Chimney Rock Hydraulic Analysis (\$2,000)

Using the survey data collected above we will prepare a hydraulic analysis for existing and proposed conditions to verify that the proposed improvements do not cause an increase in flooding to neighboring properties. This analysis is necessary to properly size the proposed culvert crossing.

Area 12 Chimney Rock 40% Construction Documents (\$6,000)

KFW will provide plan and profile construction documents for the proposed culvert crossing and associated roadway improvements to a 40% design. At 40% design the plans will be submitted to stakeholders for review and comment. Stakeholders will include the City, utility companies, etc.

Area 12 Chimney Rock 95% Construction Documents (\$3,500)

KFW will continue refining the plan and profile construction documents and address comments received for the 40% submittal. Additionally, KFW will prepare special project specifications as needed. The 95% plans will be submitted to the stakeholders for one final review before bidding.

AREA 12 – Bidding & Construction

Area 12 Construction Bidding (\$6,000)

To reduce cost and maximize economy of scale the Fawn Drive and Chimney Rock crossings, will be bid as a single project. KFW will finalize the construction documents and specification book and assist the City in advertising the project for bidding. KFW will answer questions from contractors and attend the bid opening. Upon bid opening KFW will review all submitted bids, prepare a bid tabulation, and make a recommendation for award to the lowest qualified bidder.

Area 12 Fawn Drive Construction Phase Services (\$6,500)

KFW will attend monthly project meetings and conduct site visits two times per month. We will prepare site observation reports at each site visit. We will also review material submittals, monthly pay apps, answer RFI's, attend a punch walk at substantial completion and final walk through. We have assumed 4 months of total construction for both crossings.

Geotechnical Engineering (\$15,507)

This task will be subcontracted. The proposed investigation of the site will involve one site visit to the subject site and five (5) points of exploration. The five (5) points of exploration will involve two (2) explanatory test borings, advanced to depths of 10-feet in the area of the proposed culverts. Subcontractor will also prepare proposed pavement sections for the roadway reconstruction.

EXCLUSIONS

This proposal is specifically limited to the Scope of Services, with any and all other services or matters being expressly excluded. Without limiting the generality of the foregoing sentence, and by way of example only, the following items are assumed and/or excluded from this proposal:

- Environmental Reports
- Structural design, including retaining walls
- Landscape, Lighting, and Irrigation Plans
- Tree ordinance compliance
- Platting services
- Storm drain detention design
- Preparation of As-Built Drawings
- Design of a fire sprinkler system, hydraulic calculations, or a fire flow test
- Submittal for a SAWS Utility Service Agreement
- Flood Study
- Construction staking services
- Fire flow tests and hydraulic calculations will be billed as a direct expense.
- All agency review and impact fees are to be provided by the client.
- Additional services requested by the client will be compensated by a negotiated lump sum fee. Additional services shall include, but are not limited to, any revisions to plans to accommodate site plan revisions after computations are complete.

Fee Summary:

AREA 12 – Fawn Drive LWC

Area 12 Fawn Drive Survey	\$5,400
Area 12 Fawn Drive Hydraulic Analysis	\$2,000
Area 12 Fawn Drive 40% Construction Documents	\$5,000
Area 12 Fawn Drive 95% Construction Documents	\$6,000

AREA 12 – Chimney Rock LWC

Area 12 Chimney Rock Survey	\$5,400
Area 12 Chimney Rock Hydraulic Analysis	\$2,000
Area 12 Chimney Rock 40% Construction Documents	\$6,000
Area 12 Chimney Rock 95% Construction Documents	\$3,500

AREA 12 – Bidding & Construction

Area 12 Construction Bidding	\$6,000
Area 12 Fawn Drive Construction Phase Services	\$6,500
Geotechnical Engineering	<u>\$15,507</u>

Total Lump Sum Fee: **\$63,307**

PROFESSIONAL SERVICES AGREEMENT

The basis of compensation for the Scope of Services will be a lump sum fee invoiced monthly by percentage of completeness of each task. A fee of **\$63,307** is the cost of the Scope of Services. This budget does not include any other services or matters, including, without limitation, applicable tax or direct expenses for reprographics, travel, express mail, courier services, or any required sub-consultant services not covered under the Scope of Services. Direct expenses will be invoiced monthly with a 10% markup. Any and all other terms and conditions related to this proposal will be included in the Professional Services Agreement for Engineering & Surveying Services attached hereto and incorporated for all purposes herein.

We appreciate the opportunity to provide this proposal and work with you on the Project. If this proposal meets with your approval, please sign and return an executed copy of the attached Professional Services Agreement for Engineering & Surveying Services.

Sincerely,
KFW Engineers



Chris Otto, P.E., CFM
Director of Infrastructure Services

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February 15, 2018

City of Shavano Park
Attn: William Hill, City Manager
900 Saddletree Court
Shavano Park, TX 78231

RE: Proposal for Task Order #5
Drainage Area 5 Design

We appreciate this opportunity to provide you with a proposal for Professional Civil Engineering and Surveying Services for Area 5 as identified in the Shavano Park Master Drainage Plan, dated November 2017. Our proposed scope of services for the project is outlined below (the "Scope of Services"):

AREA 5 - Cliffside LWC

Area 5 Cliffside Survey (\$5,400)

KFW will provide a topographic survey of the existing site conditions for use in the design preparation. The Survey will include a 50-foot grid plus grade breaks for the existing ROW, and all hard improvements and landscaping.

Area 5 Cliffside Hydraulic Analysis (\$3,000)

Using the survey data collected above, we will prepare a hydraulic analysis for existing and proposed conditions to verify that the proposed improvements do not cause an increase in flooding to neighboring properties. This analysis is necessary to properly size the proposed culvert crossing.

Area 5 Cliffside Drive 40% Construction Documents (\$8,500)

KFW will provide plan and profile construction documents for the proposed culvert crossing and associated roadway improvements to a 40% design. At 40% design the plans will be submitted to stakeholders for review and comment. Stakeholders will include the City, utility companies, etc.

Area 5 Cliffside 95% Construction Documents (\$6,000)

KFW will continue refining the plan and profile construction documents and address comments received for the 40% submittal. Additional KFW will prepare special specifications as needed. The 95% plans will be submitted to the stakeholders for one final review.

AREA 5 Windmill LWC

Area 5 Windmill Survey (\$5,400)

KFW will provide a topographic survey of the existing site conditions for use in the design preparation. The Survey will include a 50-foot grid plus grade breaks for the existing ROW, and all hard improvements and landscaping.

Area 5 Windmill Hydraulic Analysis (\$3,000)

Using the survey data collected above, we will prepare a hydraulic analysis for existing and proposed conditions to verify that the proposed improvements do not cause an increase in flooding to neighboring properties. This analysis is necessary to properly size the proposed culvert crossing.

Area 5 Windmill Drive 40% Construction Documents (\$10,000)

KFW will provide plan and profile construction documents for the proposed culvert crossing and associated roadway improvements to a 40% design. At 40% design the plans will be submitted to stakeholders for review and comment. Stakeholders will include the City, utility companies, etc.

Area 5 Windmill 95% Construction Documents (\$8,000)

KFW will continue refining the plan and profile construction documents and address comments received for the 40% submittal. Additional KFW will prepare special specifications as needed. The 95% plans will be submitted to the stakeholders for one final review.

AREA 5 Bent Oak LWC

Area 5 Bent Oak Survey (\$5,400)

KFW will provide a topographic survey of the existing site conditions for use in the design preparation. The Survey will include a 50-foot grid plus grade breaks for the existing ROW, and all hard improvements and landscaping.

Area 5 Bent Oak Hydraulic Analysis (\$3,000)

Using the survey data collected above, we will prepare a hydraulic analysis for existing and proposed conditions to verify that the proposed improvements do not cause an increase in flooding to neighboring properties. This analysis is necessary to properly size the proposed culvert crossing.

Area 5 Bent Oak 40% Construction Documents (\$11,500)

KFW will provide plan and profile construction documents for the proposed culvert crossing and associated roadway improvements to a 40% design. At 40% design the plans will be submitted to stakeholders for review and comment. Stakeholders will include the City, utility companies, etc.

Area 5 Bent Oak 95% Construction Documents (\$9,500)

KFW will continue refining the plan and profile construction documents and address comments received for the 40% submittal. Additional KFW will prepare special specifications as needed. The 95% plans will be submitted to the stakeholders for one final review.

EXCLUSIONS

This proposal is specifically limited to the Scope of Services, with any and all other services or matters being expressly excluded. Without limiting the generality of the foregoing sentence, and by way of example only, the following items are assumed and/or excluded from this proposal:

- Environmental Reports
- Structural design, including retaining walls
- Landscape, Lighting, and Irrigation Plans
- Tree ordinance compliance
- Platting services
- Storm drain detention design
- Preparation of As-Built Drawings
- Bidding & construction services
- Design of a fire sprinkler system, hydraulic calculations, or a fire flow test
- Submittal for a SAWS Utility Service Agreement
- Flood Study
- Construction staking services
- Fire flow tests and hydraulic calculations will be billed as a direct expense.
- All agency review and impact fees are to be provided by the client.
- Additional services requested by the client will be compensated by a negotiated lump sum fee. Additional services shall include, but are not limited to, any revisions to plans to accommodate site plan revisions after computations are complete.

Fee Summary:

AREA 5 – Cliffside Drive LWC

Area 5 Cliffside Drive Survey	\$5,400
Area 5 Cliffside Drive Hydraulic Analysis	\$3,000
Area 5 Cliffside Drive 40% Construction Documents	\$8,500
Area 5 Cliffside Drive 95% Construction Documents	\$6,000

AREA 5 – Windmill LWC

Area 5 Windmill Survey	\$5,400
Area 5 Windmill Hydraulic Analysis	\$3,000
Area 5 Windmill 40% Construction Documents	\$10,000
Area 5 Windmill 95% Construction Documents	\$8,000

AREA 5 – Bent Oak LWC

Area 5 Bent Oak Survey	\$5,400
Area 5 Bent Oak Hydraulic Analysis	\$3,000
Area 5 Bent Oak 40% Construction Documents	\$11,500
Area 5 Bent Oak 95% Construction Documents	<u>\$9,500</u>

Total Lump Sum Fee: **\$78,700**

PROFESSIONAL SERVICES AGREEMENT

The basis of compensation for the Scope of Services will be a lump sum fee invoiced monthly by percentage of completeness of each task. A fee of **\$78,700** is the cost of the Scope of Services. This budget does not include any other services or matters, including, without limitation, applicable tax or direct expenses for reprographics, travel, express mail, courier services, or any required sub-consultant services not covered under the Scope of Services. Direct expenses will be invoiced monthly with a 10% markup. Any and all other terms and conditions related to this proposal will be included in the Professional Services Agreement for Engineering & Surveying Services attached hereto and incorporated for all purposes herein.

We appreciate the opportunity to provide this proposal and work with you on the Project. If this proposal meets with your approval, please sign and return an executed copy of the attached Professional Services Agreement for Engineering & Surveying Services.

Sincerely,
KFW Engineers



Chris Otto, P.E., CFM
Director of Infrastructure Services

From: [Christopher Otto](#)
To: [Bill Hill](#); [Curtis Leeth](#); [Rick Gray](#)
Cc: [Brandon Peterson](#); [Zina Tedford](#)
Subject: RE: Updates to Task Order 4
Date: Friday, February 16, 2018 11:47:13 AM
Attachments: [180209 - Proposal for Task Order #4.pdf](#)

Bill,

As we discussed I have removed Area 1 and Area 2 from the Task Order #4. See Attached.

Also as discussed, we will reduce the scope of survey and engineering for the PER budgets so that:

Area 3 – Turkey Creek	PER and Partial Survey	\$67,000
Area 4 – Elm Spring	PER and Partial Survey	\$27,000
Area 4.2 – Munitract/Ripple Creek	PER and Partial Survey	\$24,000

These revised scopes will basically be a ground truthing of the LiDAR based models, and refinement of the alternatives with more detailed Opinion of Probable Construction Cost.

Chris Otto, P.E., CFM

Director of Infrastructure Services

KFW Engineers & Surveying
3421 Paesanos Pkwy, Suite 200
San Antonio, TX 78231
O: (210) 979-8444 x830
C: (210) 897-9645

Firm #9513 Firm #101223-00



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From: Bill Hill [mailto:citymanager@shavanopark.org]

Multimedia Specialties

423 Senova
San Antonio TX 78216
Ph. (210) 725-7362
Fax (210) 731-8388
Email: jigti2001@yahoo.com

February 2, 2018

Shavano Park ALS Price Quote 2

1- Williams Sound FM457PRO Assisted Listening System-	1,375.83
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System Includes:

- (1) PPA T45 Transmitter
- (4) PPA R37 Receivers
- (2) NKL 001 Neckloops
- (4) EAR 022 Surround Earphone
- (1) ANT 025 Whip Antenna
- (1) TFP 048 Power Supply
- (1) WLC 004 Main Power Cord (U.S.)
- (1) WCA 013 RCA Audio Cable, 3ft.
- (1) IDP 008 ADA Wall Plaque
- (2) BAT KT6 2 bay Beltpack Charging Stations
- (4) BAT 001-2 AA Rechargeable Batteries

Labor and Installation-	N/C
-------------------------	-----

One Year On-Site Troubleshooting Per Request-	N/C
---	-----

One Year Phone Technical Support-	N/C
-----------------------------------	-----

Training Audio Technicians-	N/C
-----------------------------	-----

Shipping-	N/C
-----------	-----

Delivery-	N/C
-----------	-----

1,375.83

Prices are good for thirty days from above date. All said service repairs fall under manufacturer's guidelines.

From: [Brandon Peterson](#)
To: [Bill Hill](#)
Cc: [Curtis Leeth](#)
Subject: City Hall Building Maintenance Budget Amendment
Date: Friday, February 16, 2018 12:11:49 PM

Bill,

As we previously discussed, the City has experienced several unexpected building maintenance expenses for City Hall since start of the fiscal year in October 2017. To ensure proper maintenance of City Hall over the coming months and ensure compliance of City Hall to the Fire Code I am recommending additional monies be allocated to City Hall building maintenance. In the FY 2017-18 budget, \$10,000 was allocated to City Hall building maintenance line item 10-601-5030, and as of February 14, 2018 the City has spent \$9,855 executing the following maintenance tasks:

- | | | |
|-----------------------------------|------------|--|
| 1. Plumbing/septic = | \$1,694.26 | Septic Pump was replaced/chemicals to clean and jet the septic main line from City Hall to tank/PD bathroom toilet and sink leaks |
| 2. LED Lights/Globes = | \$1,955.28 | Replace bollard lights that were out and replaced the globes |
| 3. Electrical Issues = | \$2,117.22 | Add plug for metal detector/PD lights and gate/Parking lot lights/AC disconnect/Fans and Lights/GFI plugs for Refrigs (Admin and PD)/Bathroom light switches |
| 4. Fire Code/Alarm = | \$1,817.96 | Fire code updates/ alarm company to replace and adjust panel issues |
| 5. Routine Building Maintenance = | \$2,126.48 | Puddy/small supplies/air filters/security alarm etc. |

As you know the Fire Marshall provided me list of tasks to bring City Hall into Fire Code compliance. While many of these tasks are easily fixed with little to no cost with public works staff, there are several items that are major expenses, those items are as follows:

- | | |
|---|---------|
| 1. Safety and security lights if power is out and a fire is in the building | \$8,319 |
| 2. Striping fire lane in PD parking lot/PD Best Practice | \$1,067 |

Other unexpected expenses that need money allocated:

- | | |
|--|---------|
| 1. LED lights for parking lot poles around City Hall | \$1,400 |
| 2. Septic tank Drain field relocation | \$370 |
| 3. Backflow preventer/sprinkler repairs | \$2,000 |
| 4. Additional Various items | \$1,630 |

All of the additional items add up to an adjustment of \$15,000 needed to finish out the FY 2017-18.

Thank you,

Brandon S. Peterson
Public Works/Water Director

City of Shavano Park
900 Saddletree Court
Shavano Park, Texas 78231
210.492.2841
pwdirector@shavanopark.org

CITY COUNCIL STAFF SUMMARY

Meeting Date: February 26, 2018

Agenda item: 6.10

Prepared by: Curtis Leeth

Reviewed by: Bill Hill

AGENDA ITEM DESCRIPTION: Discussion / action – Approve of Ordinance O-2018-002 creating Chapter 32, Article V of the City of Shavano Park Code of Ordinances regulating the physical use, occupancy and maintenance of city rights-of-way by wireless network providers (first reading) – City Manager

x

Attachments for Reference:

- 1) 6.10a Ordinance O-2018-002
- 2) 6.10b Attachment A – Design Manual
- 3) 6.10c Texas City Attorneys Association Paper on Small Cell from TML

BACKGROUND / HISTORY: This proposed ordinance is in response to Senate Bill 1004. The bill, passed during the regular session and effective September 1, requires a city to allow access for cellular antennae and related equipment (“small cell nodes”) in city rights-of-way, and it also entitles cell companies and others to place equipment on city light poles, traffic poles, street signs, and other poles. Small cell nodes are not yet a replacement for the large “macro towers” that dot our landscape. Rather, the nodes are meant to expand network bandwidth in densely populated areas (TML analysis).

The City recently was approached by companies to install small cell network poles in the City’s right-of-way and on City property. City staff expect small cell deployment in the City’s rights-of-way in the coming months and years.

DISCUSSION: The purpose of this ordinance is to regulate and monitor what is anticipated to be significant activity by small cell network providers in the City’s rights-of-way in the coming months and years. Most of these installations are likely to occur on existing 3rd party utility poles, but a company now has capability to install their own network support poles on land controlled by the City (if not outright City property). In addition this ordinance provides regulations for small cell deployment along residential streets and near City Parks (defined in the ordinance as to include the Municipal Tract).

Many neighbor cities across Bexar County are passing ordinances in response to S.B. 1004. During research staff gathered newly passed ordinances from: Alamo Heights, Balcones Heights, Leon Valley and Schertz. This proposed ordinance is largely drawn from Alamo Heights, Balcones Heights and Schertz and been vetted by the City Attorney.

This Ordinance establishes a permit and review process, fees and Design Manual for applications from Network Providers to place small cell nodes in the City’s right-of-way. The Design Manual establishes detailed regulations for network providers to abide by. If this Ordinance is approved, Ordinance O-2018-003 (item 6.11) proposes establishing fees for the permit and right-of-way access. The proposed fees comply with Local Government Code 284 and are the same as those charged by Balcones Heights and Schertz:

NETWORK PROVIDERS’ ACCESS TO PUBLIC RIGHTS-OF-WAY FEES	
COLOCATION FEE FOR NETWORK NODES ON SERVICE POLES:	
Annual fee for each service pole	\$20.00
NETWORK NODES APPLICATION FEE:	
For each application containing up to five (5) network nodes	\$500.00
For each additional network node beyond five (5)	\$250.00
NETWORK NODE ANNUAL SITE RENTAL FEE:	
For each network node site <i>Note: Adjusted on an annual basis, by an amount equal to one-half of the annual change, if any, in the Consumer Price Index</i>	\$250.00
NODE SUPPORT POLE APPLICATION FEE:	
For each node support pole	\$1000.00
TRANSPORT FACILITY APPLICATION FEE:	
For each application containing up to five (5) network nodes	\$500.00
For each additional network node beyond five (5)	\$250.00
TRANSPORT FACILITY MONTHLY RENTAL FEE:	
For each network node site <i>Note: Not to exceed the monthly aggregate per-note fee</i>	\$28.00

COURSES OF ACTION: Approve of Ordinance O-2018-002 creating Chapter 32, Article V of the City of Shavano Park Code of Ordinances regulating the physical use, occupancy and maintenance of city rights-of-way by wireless network providers (first reading); or alternatively decline and provide further guidance to staff.

FINANCIAL IMPACT: Minimal; new fees for City Rights-of-Way will provide increase in City revenues while additional expenses will come from City staff time reviewing permits and inspections and reviews by BB Inspections, LLC.

MOTION REQUESTED: Approve of Ordinance O-2018-002 creating Chapter 32, Article V of the City of Shavano Park Code of Ordinances regulating the physical use, occupancy and maintenance of city rights-of-way by wireless network providers (first reading).

ORDINANCE NO. O-2018-002

AN ORDINANCE CREATING CHAPTER 32, ARTICLE V OF THE CITY OF SHAVANO PARK, TEXAS CODE OF ORDINANCES REGULATING THE PHYSICAL USE, OCCUPANCY AND MAINTENANCE OF CITY RIGHTS-OF-WAY BY WIRELESS NETWORK PROVIDERS; DESCRIBING THE PURPOSE; PROVIDING DEFINITIONS; REQUIRING COMPLIANCE WITH THE CITY DESIGN MANUAL AND APPLICABLE CODES FOR THE INSTALLATION OF NETWORK NODES AND NODE SUPPORT POLES PURSUANT TO CHAPTER 284 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING CITY PROCEDURES FOR APPLICATIONS FOR PERMITS; ESTABLISHING TIME PERIODS FOR APPROVAL OF PERMIT APPLICATIONS; PROVIDING APPLICATION FEES AND ANNUAL PUBLIC RIGHT-OF-WAY RENTAL RATES; PROVIDING RESTRICTIONS ON PLACEMENT OF NETWORK NODES AND NODE SUPPORT POLES IN MUNICIPAL PARKS, RESIDENTIAL AREAS; PROVIDING INDEMNITY FOR THE CITY; PROVIDING REPEALING AND SAVINGS CLAUSES; PROVING A TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Shavano Park, Texas ("City") recognizes that the State of Texas has delegated to the City the fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public to Texas municipalities; and

WHEREAS, newly adopted Chapter 284 of the Texas Local Government Code ("the Code") allows certain wireless network providers to install in the City's public rights-of-way their wireless facilities, described and defined in Section 284.002 of the Code as "Micro Network Nodes", "Network Nodes", and "Node Support Poles;" and

WHEREAS, as expressly allowed by Section 284.108 of the Code and pursuant to its police power authority reserved in Sec. 284.301 of the Code, the City has enacted a *Design Manual for the Installation of Network Nodes and Node Support Poles* ("the Design Manual") in order to meet its fiduciary duty to the citizens of the City, and to give assistance and guidance to wireless telecommunications network providers to assist such companies in the timely, efficient, safe and aesthetically pleasing installation of technologically competitive equipment; and

WHEREAS, the City Council of the City of Shavano Park desires to regulate the installation of Network Nodes and Network Support Poles pursuant to Chapter 284 of the Code in a way that is fair, reasonable and nondiscriminatory.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHAVANO PARK, TEXAS:

I

CODE AMENDMENT

Chapter 32, Article V. – WIRELESS INTERNET SERVICE AND RIGHT OF WAY NETWORK NODE REGULATIONS, of the City of Shavano Park Code of Ordinances is hereby added to read as follows:

Section 301. – Purpose and Scope

- (A) *Purpose.* The purpose of this Chapter is to establish policies and procedures for the placement of node support poles in the right-of-way and network nodes in the public right-of-way and on service poles within the City's jurisdiction, which will provide public benefits and will be consistent with the preservation of the integrity, safe usage, and visual qualities of the City public right-of-way and the City as a whole.
- (B) *Intent.* In enacting this Chapter, the City is establishing uniform standards to address issues presented by network nodes, including without limitation, ensuring that network nodes or node support poles do not adversely affect,
- 1) use of streets, sidewalks, alleys, parkways and other public ways and places;
 - 2) vehicular and pedestrian traffic;
 - 3) the operation of facilities lawfully located in public right-of-way or public property;
 - 4) the ability of the City to protect the environment, including the prevention of damage to trees;
 - 5) the character of residential and historic areas, and city parks, in which network nodes may be installed; and
 - 6) the rapid deployment of network nodes to provide the benefits of wireless services.
- (C) *Conflicts with Other Chapters.* This Chapter supersedes all Chapters, parts of Chapters or rules adopted prior hereto that are in conflict herewith, to the extent of such conflict.

Section 302. – Definitions

For the purpose of this Article, the definitions found in the City Design Manual for the Installation of Network Nodes and Node Support Poles ("the Design Manual") are hereby incorporated into this Article and shall apply unless the context clearly indicates or requires a different meaning. The following definitions as found in the Design Manual are specifically applicable to this Article:

Abandon and its derivatives means the facilities installed in the right-of-way (including by way of example but not limited to: poles, wires, conduit, manholes, handholes, cuts, network nodes and node support poles, or portion thereof) that have been left by Provider in an unused or non-functioning condition for more than 90 consecutive calendar days unless, after notice to Provider, Provider has established to the reasonable satisfaction of the City that the applicable facilities, or portion thereof, is still in active use.

Antenna means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable codes means:

- (A) Adopted building codes detailed in Chapter 6, Article I of the City of Shavano Park Code of Ordinances; and
- (B) local amendments to those codes to the extent not inconsistent with Chapter 284.

City means the City of Shavano Park, Texas or its lawful successor.

Chapter 284 means Tex. Loc. Gov. Code, Chapter 284.

Collocate and *collocation* mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

Decorative pole means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

Distributed Antenna System or DAS shall be included as a type of "Network Node."

Easement means and shall include any public easement or other compatible use created by dedication, or by other means, to the city for public utility purposes or any other purpose whatsoever. "Easement" shall include a private easement used for the provision of utilities.

Macro tower means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Chapter 284, Section 284.103 and that supports or is capable of supporting antennas.

Micro network node means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Municipal park means an area that is zoned M-U or otherwise designated by municipal code or deed restriction as a public space for the purpose of recreational or community activity.

Municipally owned utility pole means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

Network node means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

- (i) equipment associated with wireless communications;
- (ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and
- (iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

(B) does not include:

- (i) an electric generator;
- (ii) a pole; or
- (iii) a macro tower

Network provider means:

(A) a wireless service provider; or

(B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:

- (i) network nodes; or
- (ii) node support poles or any other structure that supports or is capable of supporting a network node.

Node support pole means a pole installed by a network provider for the primary purpose

of supporting a network node.

Permit means a written authorization for the use of the public right-of-way or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

Pole means a service pole, municipally owned utility pole, node support pole, or utility pole.

Private easement means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

Provider has the same meaning as "Network Provider."

Public right-of-way means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include:

- (A) a private easement; or
- (B) the airwaves above a public right-of-way with regard to wireless telecommunications.

SCADA or Supervisory Control and Data Acquisition systems means a category of software application programs and hardware used by the City for process control and gathering of data in real time from remote locations in order to monitor equipment and conditions of the City public water and wastewater utility facilities. These systems may utilize both cable and wireless communications.

Service pole means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:

- (A) a pole that supports traffic control functions;
- (B) a structure for signage;
- (C) a pole that supports lighting, other than a decorative pole; and
- (D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

Small cell shall be included as a type of "Network Node."

Street means only the paved portion of the right-of-way used for vehicular travel, being the area between the inside of the curb to the inside of the opposite curb, or the area between the two parallel edges of the paved roadway for vehicular travel where there is no curb. A "Street" is generally part of, but smaller in width than the width of the entire right-of-way, while a right-of-way may include sidewalks and utility easements, a "Street" does not. A "street" does not include the curb or the sidewalk, if either are present at the time of a permit application or if added later.

Transport facility means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

User means a person or organization which conducts a business over facilities occupying the whole or a part of a public street or right-of-way, or under depending on the context.

Utility pole means a pole that provides:

- (A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or
- (B) services of a telecommunications provider, as defined by Chapter 284 LGC and Section 51.002 of the Utilities Code.

Wireless service means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

Wireless service provider means a person that provides wireless service to the public.

Wireless facilities mean "Micro Network Nodes," "Network Nodes," and "Node Support Poles" as defined in Texas Local Government Code Chapter 284.

Section 302. – Permitted Use; Application

- (A) Permitted Use: Collocation of network nodes and the placement of node support poles, meeting the parameters set forth in Section 304 below and in applicable law, shall be a permitted use. No zoning or land use review shall apply.
- (B) Permit Required. No person shall place a network node, transport facility or node support pole in the public right-of-way, without first filing a permit application and obtaining a permit therefore, except as otherwise provided in this Article.
- (C) Permit Application. All permit applications filed pursuant to this Article shall be on a form, paper or electronic, provided by the City. The Applicant may designate portions

of its application materials that it reasonably believes contain proprietary or confidential information as “proprietary” or “confidential” by clearly marking each page of such materials accordingly.

- (D) Application Requirements. The permit application shall be made by the network provider or its duly authorized representative and shall contain the following:
 - 1) The Applicant’s name, address, telephone number, and e-mail address.
 - 2) The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the Applicant with respect to the filing of the application.
 - 3) Construction and engineering drawings and information confirming that the construction will be consistent with City Code and Design Manual.
- (E) Routine Maintenance and Replacement. A permit application shall not be required for: (i) routine maintenance; or for (ii) the replacement of a node with another node that is substantially similar.
- (F) Information Updates. Any amendment to information contained in a permit application shall be submitted in writing to the City within 30 days after the change necessitating the amendment.
- (G) Application Fees. See Appendix A – City of Shavano Park Fee Schedule.

Section 303. – Action on Permit Applications

- (A) Review of Applications. The City shall review applications for network nodes, node support poles and transport facilities in light of their conformity with applicable law, City Code and Design Manual and shall issue such permits on nondiscriminatory terms and conditions subject to the following requirements:
 - 1) Within 30 days of receiving an application for a network node or node support pole, or 10 days for a transport facility, the City shall determine and notify the Applicant whether the application is complete; or if incomplete, the City must specifically identify the missing information in such notification. There shall be no fee charged for completion and resubmittal of an application.
 - 2) The City shall make its final decision to approve or deny a complete application no later than (i) 21 days after receipt of a complete application for a transport facility, (ii) 60 days after receipt of a complete application for a network node; and (iii) 150 days after receipt of a completed application for a new node support pole.
 - 3) The City shall advise the Applicant in writing of its final decision, and, if denied, the basis for that denial, including specific provisions of City Code, Design Manual or applicable law on which the denial was based, and send the documentation to the Applicant on or before the day the City denies the application. The Applicant

may cure the deficiencies identified by the City and resubmit the application within 30 days of the denial without paying an additional application fee. The City shall approve or deny the revised application within 90 days of receipt of the amended application. The subsequent review by the City shall be limited to the deficiencies cited in the original denial.

- 4) If the City fails to act on an application within the review period specified in this Section, the application shall be deemed approved.
 - 5) An applicant seeking to collocate network nodes may, at the Applicant's discretion, file a consolidated application and receive permits for up to 30 network nodes. Provided however, the City's denial of any node within a single application shall not affect other nodes submitted in the same application. The City shall grant permits for any and all nodes in a single application that it does not deny, subject to the requirements of this Section.
- (B) Review of Eligible Facilities Requests. Notwithstanding any other provision of this Chapter, the City shall approve and may not deny applications for eligible facilities requests within sixty (60) days according to the procedures established under 47 CFR 1.40001(c).
- (C) Exempted Work from Review. Notwithstanding any other provision of this Article, a network provider is not required to submit an application, obtain a permit, or pay a rate for work described under Tex. Loc. Gov. Code 284.157.

Section 304. – Network Nodes in the Public right-of-way; Maximum Height; Other Requirements

- (A) Maximum Size of Permitted Use. Collocation of permitted use network nodes in the public right-of-way shall be subject to the size limitations specified in Chapter 284.003 of the Local Government Code.
- (B) Compliance with Undergrounding Requirements. In accordance with Chapter 284, Sec. 284.107, a Network Provider shall comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.
- (C) Installation in Municipal Parks and Residential Areas. A network provider may not install a new node support pole in a public right-of-way without the City's discretionary, nondiscriminatory, written consent of the City Manager if the public right-of-way is located in a municipal park or is adjacent to a street or thoroughfare that is 1) not more than 50 feet wide; and 2) adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential

use by zoning or deed restrictions. A network provider shall comply with private deed restrictions and other private restrictions when installing network nodes in parks and residential areas.

- (D) Zoning. A network provider seeking to construct, replace or modify a pole or node in the public right-of-way that exceeds the height or size limits contained in this section, shall be subject to applicable zoning requirements.

Section 305. – Effect of Permit

- (A) Authority Granted. A permit from the City authorizes an applicant to undertake only certain activities in accordance with this Chapter, and does not create a property right or grant authority to the Applicant to impinge upon the rights of others who may already have an interest in the public right-of-way.
- (B) Time of Installation. A network provider shall begin the installation for which a permit is granted not later than six months after final approval and shall diligently pursue the installation to completion. Provided, however, the City may place a longer time limit on completion or grant reasonable extensions of time as requested by the network provider.
- (C) Right to Occupy. Once a network provider has collocated a network node or placed a node support pole pursuant to a permit, the provider shall be permitted to continue to maintain such collocation or such pole unless required to remove or relocate under the terms of this Chapter.

Section 306. – Removal, Relocation or Modification of Network Nodes in the ROW

- (A) Notice. Within 90 days following written notice from the City, a network provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any network node or node support pole within the public right-of-way whenever the City has determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the public right-of-way.
- (B) Emergency Removal or Relocation of Facilities. The City retains the right and privilege to disconnect or move any network node located within the public right-of-way of the City, as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the City shall notify the network provider and allow the network provider an opportunity to move its own facilities prior to the City disconnecting or removing a facility and shall

notify the network provider after disconnecting or removing a network node or node support pole.

- (C) Abandonment of Facilities. Upon abandonment of a network node or node support pole within the public right-of-way, the network provider shall notify the City within 90 days. Following receipt of such notice, the City may direct the network provider to remove all or any portion of a network node or node support pole if the City, or any of its departments, determines, subject to City Code, that such removal is necessary to protect public health, safety and welfare.

Section 307. – Public Right-of-Way Rate

- (A) Annual Rate. See Appendix A – City of Shavano Park Fee Schedule. Once a network provider has installed and made operational a network node in the public right-of-way, network provider shall pay to the City compensation for use of the public right-of-way annually per node in the City public right-of-way as authorized by state law. If fee is increased by state law, this fee shall be adjusted to reflect state law.
- (B) Cease Payment. A network provider is authorized to remove its facilities at any time from the public right-of-way and cease paying the City compensation for use of the public right-of-way following removal and notification to the City of such removal.

Section 308. – Attachment to Service Poles in the Public Right-of-Way

A network provider shall be permitted to attach network nodes to city-owned service poles, consistent with applicable law and City Code and subject to the requirements specified herein.

- (A) Permits. A network provider shall obtain a permit, pursuant to the terms of this Chapter, prior to collocating network nodes on service poles.
- (B) Make Ready. Network Provider shall be responsible for costs for make ready work on City service poles to which provider seeks to place a network node.
- (C) Technical Limitations. In the event the City determines, based upon technical grounds, that inadequate space exists on a service pole to accommodate the proposed network node, such pole may be replaced by network provider, at the network provider's expense, with a service pole with adequate space to accommodate the proposed network node.
- (D) Facilities Rearrangements. If another provider would have to rearrange or adjust any of its facilities to accommodate a new network node, the City shall use reasonable efforts to work with the affected providers to coordinate such activity. The Applicant shall not be responsible for any third-party costs, including those of other network providers, to adjust existing attachments.

- (C) Service Pole Attachment Fee. See Appendix A – City of Shavano Park Fee Schedule.
- (D) Cease Payment. A network provider is authorized to remove its facilities at any time from a service pole in the public right-of-way and cease paying the attachment fee to the City upon notification to the City that the facilities have been removed.

Section 309. – Transport Facilities

Installation of transport facilities, including applicable compensation to the City for such facilities, shall be governed by Chapter 284.055 of the Texas Local Government Code. See Appendix A – City of Shavano Park Fee Schedule for Fees detailed in this section.

Section 310. - Design Manual

A network provider shall comply with the City's design manual, included as Attachment A to this ordinance, in place on the date a permit application is filed in relation to work for which the City has approved a permit application. The City's design manual may not conflict with applicable law and must be competitively neutral. The Design Manual is on file with the City Secretary.

II

CUMULATIVE CLAUSE

That this ordinance shall be cumulative of all provisions of the City of Shavano Park, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinance, in which event the conflicting provisions of such Ordinance are hereby repealed.

III

SEVERABILITY

That it is hereby declared to be the intention of the City Council of the City of Shavano Park that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinances, since the same would have been enacted by the City Council without incorporation in this ordinance of any such unconstitutional phrases, clause, sentence, paragraph or section.

IV
PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government

V
EFFECTIVE DATE

This ordinance shall be effective upon passage and publication as required by State and Local law.

PASSED AND APPROVED on the first reading by the City Council of the City of Shavano Park this the 26th day of February, 2018.

PASSED AND APPROVED on the second reading by the City Council of the City of Shavano Park this the ____ day of _____, 2018.

ROBERT WERNER, MAYOR

Attest:

ZINA TEDFORD, City Secretary

Approved as to Form:

CHARLES E. ZECH, City Attorney

Design Manual for the City of Shavano Park, Texas

*for the
Installation of Network Nodes and Node Support Poles
pursuant to Tex. Loc. Gov. Code, Chapter 284.*

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SECTION 1. PURPOSE AND APPLICABILITY.

The City of Shavano Park, Texas (“City”) recognizes that the State of Texas has delegated to the City the fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public to Texas municipalities.

Purpose: Loc. Gov. Code, Chapter 284 allows certain wireless Network Providers to install in the public rights-of-way their wireless facilities, described and defined in Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002 as “Micro Network Nodes”, “Network Nodes”, and “Node Support Poles”.

As expressly allowed by Tex. Loc. Gov. Code, Chapter 284, Section 284.108, and pursuant to its police power authority reserved in Sec. 284.301¹, the City enacts these Design Guidelines in order to meet its fiduciary duty to the citizens of the City, and to give assistance and guidance to wireless telecommunications providers to assist such companies in the timely, efficient, safe and aesthetically pleasing installation of technologically competitive equipment.

Applicability: This Design Manual is for siting and criteria for the installation Wireless Facilities, including Micro Network Nodes, Network Nodes, Node Support Poles and related ground equipment being installed pursuant to Loc. Gov. Code, Chapter 284

This Design Manual shall apply to any sitings, installations, collocations in, on, over or under the public rights-of-way of Network nodes, Node support poles, Micro network nodes, Distributed Antenna Systems, microwave communications or other Wireless Facilities, by whatever nomenclature, whether they are installed pursuant to Chapter 284, or installed pursuant to an agreement as agreed to and consented to by the City in its discretion, or installed as may otherwise be allowed by state law.

SECTION 2. DEFINITIONS.

The definitions as used in Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002 shall be used in this Design Manual, unless otherwise noted in this Section 2, below.²

Abandon and its derivatives means the facilities installed in the right-of-way (including by way of example but not limited to: poles, wires, conduit, manholes, handholes, cuts, network nodes and node support poles, or portion thereof) that have been left by Provider in an unused or non-functioning condition for more than 120 consecutive calendar days unless, after notice to Provider, Provider has established to the reasonable satisfaction of the City that the applicable facilities, or portion thereof, is still in active use.

Antenna means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable codes means:

- (A) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and
- (B) local amendments to those codes to the extent not inconsistent with Chapter 284.

City means the City of Shavano Park, Texas or its lawful successor.

City Council means the municipal governing body of the City of Shavano Park, Texas.

Chapter 284 means Tex. Loc. Gov. Code, Chapter 284.

Collocate and *collocation* mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

Concealment or Camouflaged means any Wireless Facility or Pole that is covered, blended, painted, disguised, camouflaged or otherwise concealed such that the Wireless Facility blends into the surrounding environment and is visually unobtrusive as allowed as a condition for City advance approval under Chapter 284, Sec. 284.105 in Historic or Design Districts. A Concealed or Camouflaged Wireless Facility or Pole also includes any Wireless Facility or Pole conforming to the surrounding area in which the Wireless Facility or Pole is located and may include, but is not limited to hidden beneath a façade, blended with surrounding area design, painted to match the supporting area, or disguised with artificial tree branches.

Decorative pole means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

Disaster emergency or disaster or emergency means an imminent, impending, or actual natural or humanly induced situation wherein the health, safety, or welfare of the residents of the city is threatened, and includes, but is not limited to any declaration of emergency by city state or federal governmental authorities.

Distributed Antenna System or DAS shall be included as a type of “Network Node.”

Easement means and shall include any public easement or other compatible use created by dedication, or by other means, to the city for public utility purposes or any other purpose whatsoever. "Easement" shall include a private easement used for the provision of utilities.

Federal Communications Commission or FCC means the Federal Administrative Agency, or lawful successor, authorized to oversee cable television and other multi-channel regulation on a national level.

Highway right-of-way means right-of-way adjacent to a state or federal highway.

Law means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

Local means within the geographical boundaries of the City.

Location means the City approved and lawfully permitted location for the Network Node.

Macro tower means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Chapter 284, Section 284.103 and that supports or is capable of supporting antennas.

Manager means the City Manager for the City of Shavano Park, Texas, or designee.

Micro network node means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Municipal park means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.

Municipally owned utility pole means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

MUTCD means Manual of Uniform Traffic Control Devices.

Network node means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

- (i) equipment associated with wireless communications;
- (ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and
- (iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

(B) does not include:

- (i) an electric generator;
- (ii) a pole; or
- (iii) a macro tower

Network provider means:

(A) a wireless service provider; or

(B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:

- (i) network nodes; or
- (ii) node support poles or any other structure that supports or is capable of supporting a network node.

Node support pole means a pole installed by a network provider for the primary purpose of

supporting a network node.

Permit means a written authorization for the use of the public right-of-way or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

Pole means a service pole, municipally owned utility pole, node support pole, or utility pole.

Private easement means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

Provider has the same meaning as “Network Provider.”

Public right-of-way means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include:

- (A) a private easement; or
- (B) the airwaves above a public right-of-way with regard to wireless telecommunications.

Public right-of-way management ordinance means an ordinance that complies with Chapter 284, Subchapter C.

SCADA or Supervisory Control and Data Acquisition systems means a category of software application programs and hardware used by the City for process control and gathering of data in real time from remote locations in order to monitor equipment and conditions of the City public water and wastewater utility facilities. These systems may utilize both cable and wireless communications.

Service pole means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:

- (A) a pole that supports traffic control functions;
- (B) a structure for signage;
- (C) a pole that supports lighting, other than a decorative pole; and
- (D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

Small cell shall be included as a type of “Network Node.”

Street means only the paved portion of the right-of-way used for vehicular travel, being the area between the inside of the curb to the inside of the opposite curb, or the area between the two parallel edges of the paved roadway for vehicular travel where there is no curb. A “Street” is generally part of, but smaller in width than the width of the entire right-of-way, while a right-of-way may include sidewalks and utility easements, a “Street” does not. A “street” does not include the curb or the sidewalk, if either are present at the time of a permit application or if added later. *SWPPP* shall mean Storm Water Pollution Prevention Plan.

TAS means Texas Accessibility Standards.

Traffic Signal means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.

Transport facility means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

Underground Requirement Area shall mean means an area where poles, overhead wires, and associated overhead or above ground structures have been removed and buried or have been approved for burial underground pursuant to municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way.

User means a person or organization which conducts a business over facilities occupying the whole or a part of a public street or right-of-way, depending on the context.

Utility pole means a pole that provides:

- (A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or
- (B) services of a telecommunications provider, as defined by Chapter 284, Section 51.002, Utilities Code.

Wireless service means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

Wireless service provider means a person that provides wireless service to the public.

Wireless facilities mean “Micro Network Nodes,” “Network Nodes,” and “Node Support Poles” as defined in Texas Local Government Code Chapter 284.

SECTION 3. PROHIBITED AND PREFERRED LOCATIONS OF MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.

A. Prohibited or Restricted Areas for Certain Wireless facilities, except with Separate City Agreement or Subject to Concealment Conditions.

1. ***Municipal Parks and Residential Areas.*** In accordance with Chapter 284, Sec. 284.104 (a), a Network Provider may not install a Node Support Pole in a public right-of-way without the City's discretionary, nondiscriminatory, and written consent if the public right-of-way is in a Municipal park or is adjacent to a street or thoroughfare that is:

- a. not more than 50 feet wide of paved street surface, being the area measured as the shortest distance between the inside of the curb to the inside of the opposite curb, or the area measured as the shortest distance between the two parallel edges of the paved roadway for vehicular travel where there is no curb; and

b. adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

1.1. In accordance with Chapter 284, Sec. 284.104 (b), a Network Provider installing a Network Node or Node Support Pole in a public right-of-way described above shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

1.2. Each permit application shall disclose if it is within a Municipal Park and Residential Areas as described above.

2. *Compliance with Undergrounding Requirements.* In accordance with Chapter 284, Sec. 284.107, a Network Provider shall comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.

2.1. Areas may be designated from time to time by the City as Underground Requirement Areas in accordance with filed plats, and or conversions of overhead to underground areas, as may be allowed by law.

2.2. Each permit application shall disclose if it is within an area that has undergrounding requirements.

B. Least preferable locations.

1. *Residential Areas and Parks.* A Network Provider is discouraged from installing a Network Node on an existing pole in a public right-of-way without written consent from the City Council if the public right-of-way is located in or adjacent to a street or thoroughfare that is adjacent to a municipal park or single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

1.1. In accordance with Chapter 284, Sec. 284.104 (b) a Network Provider installing a Network Node or a Node Support Pole in a public right-of-way shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

C. Most preferable locations

1. *Commercial zoning districts (B-1, B-2, O-1)* if not adjacent to a Municipal Park or a Residential zoning district.

2. *Highway Rights-of-Way* areas if not adjacent to a Municipal Park or a Residential zoning district.

D. Exceptions

The City by its discretionary consent and agreement may grant exceptions to the above prohibited locations and sizes, but only in a non-exclusive, and non-discriminatory manner, as allowed or required by Chapter 284, Sec. 284.109 and Sec. 284.110.

F. Order of Preference regarding Network Node attachment to existing facilities and New Node Support Poles.

1. ***Existing telephone or electrical lines between existing utility poles.*** Micro Network Nodes shall only be lashed on existing telephone or electrical lines between existing utility poles (electric poles or telephones poles), with notice to the pole owner as required by the Federal Pole Attachment Act, and not placed on Utility Poles, Node Support Poles or Service Poles.

2. ***Existing Utility Poles*** (electric poles or telephones poles), shall be the preferred support facility for Network Nodes and related ground equipment.

3. ***Municipal Service Poles:***

- a. *Non-decorative street lights* with a height of more than 20 feet.
- b. *Traffic signal structures* when such installation will not interfere with the integrity of the facility and will not interfere with the safety of public and in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b).
- c. *Street signage* shall be a low priority use for attachment of a Network Node.
- d. *Other municipal Service pole* use is discouraged.

4. ***New node support poles*** shall be the least preferred type of allowed facility for attachment of Network Nodes.

5. ***Ground Equipment.*** Ground equipment should be minimal and the least intrusive.

SECTION 4. GUIDELINES ON PLACEMENT.

A. Generally.

In accordance with Chapter 284.102, a Network Provider shall construct and maintain Network Nodes and Node Support Poles in a manner that does not:

1. obstruct, impede, or hinder the usual travel or public safety on a public right-of-way;
2. obstruct the legal use of a public right-of-way by other utility providers;
3. violate nondiscriminatory applicable codes;
4. violate or conflict with the City's publicly disclosed public right-of-way management ordinance or this Design Manual.
5. violate the federal Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.).

B. General Requirements and Information:

1. ***Size Limits.*** Network Providers shall provide detailed drawings, with calculations to show strict conformity to the size limitations as set forth in Chapter 284, in accordance with, but not limited to Chapter 284, Sec. 284.002, size of a Micro Network Node, Sec. 284.003, Size of Network

Nodes, and Sec. 284.103, Max. pole height, with each application and with each request for a permit for each location.³

2. ***State and Federal Rights-of-way permit.*** If the project lies within a Highway Right-of-Way, the applicant must provide evidence of a permit from the State or Federal Government.

3. ***Confirmation of non-interference with City Safety Communication or SCADA Networks.***

- a. The Network Provider needs to provide analysis that the proposed network node shall not cause any interference with City public safety radio system, traffic signal light system, SCADA system, or other city safety communications components in accordance with Chapter 284, Sec. 284.304.
- b. It shall be the responsibility of the Network Provider to evaluate, prior to making application for permit, the compatibility between the existing City infrastructure and Provider's proposed Network Node. A Network Node shall not be installed in a location that causes any interference. Network Nodes shall not be allowed on City's public safety radio infrastructure.

4. ***Improperly Located Network Node facilities, Node Support Poles and related ground equipment:***

- a. Improperly Located Network Node facilities, Node Support Poles and related ground equipment shall not impede pedestrian or vehicular traffic in the Right-of-Way. If any Network Node facilities, Node Support Poles or ground equipment is installed in a location that is not in accordance with the plans approved by the City Director of Community Development Services Department and impedes pedestrian or vehicular traffic or does not comply or otherwise renders the Right-of-Way non-compliant with applicable Laws, including the American Disabilities Act, then Network Provider shall promptly remove the Network Node facilities, Node Support Poles or ground equipment.
- b. Notice to Remove unauthorized facilities and relocate and penalty: After 30 days' notice to remove of Network Node facilities, Node Support Poles or ground equipment that is located in the incorrect permitted location, if not relocated the Network Provider shall be subject to a penalty of \$500.00 per day penalty until the Network Node facilities, Node Support Poles or ground equipment is relocated to the correct area within the permitted Location, regardless of whether or not the Network Provider's contractor, subcontractor, or vendor installed the Network Node facilities, Node Support Poles or ground equipment in strict conformity with the City ordinances, and other applicable ordinances concerning improperly located facilities in the rights-of-way.

C. Underground Requirement Areas.

1. In accordance with Chapter 284.107, a Network Provider shall, in relation to installation for which the City approved a permit application, comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.

2. If a location is designated by the City to transits to be an Underground Requirement Area, then a Network Provider's permit for the location of the Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location will be revoked 90 days after the designation, with removal of said the Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location within 90 days of such designation, or as otherwise reasonably allowed by the City for the transition of other overhead facilities.

3. Before commencing underground installation, 811 Dig Test must be called so that the area can be flagged for underground utilities.

D. Network Node facilities placement.

1. ***Right-of-Way:*** Network Node facilities, Node Support Poles and related ground equipment shall be placed, as much as possible, within two feet of the outer edge of the Right-of-Way line to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way.

2. ***Height above ground.*** Network Node attachments to a pole shall be installed at least eight (8) feet above the ground in accordance with Chapter 284, Sec. 284.108, and if a Network Node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

3. ***Protrusions.*** In accordance with Chapter 284, Sec. 284.003 (a) (1) (C), Sec. 284.003 (a) (2) (C) and Sec. 284.003 (a) (3) (B) no protrusion from the outer circumference of the existing structure or pole shall be more than two (2) feet.

4. ***Limit on number of Network Nodes per Site.*** There shall be no more than one Network Node on any one Pole.

E. New Node Support Poles.

1. ***New Node Support Poles Spacing.*** New node support poles shall be spaced apart from existing utility poles or Node Support poles at the same as the spacing between utility poles in the immediate proximity, but no less than at a minimum 300 feet from a utility pole or another Node Support Pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

2. ***Height of Node Support Poles or modified Utility Pole.*** In accordance with Chapter 284, Sec. 284.103 a Node support pole or modified Utility Pole may not exceed the lesser of:

- a. 10 feet in height above the tallest existing utility pole located within 500 linear feet of the new pole in the same public right-of-way; or
- b. 55 feet above ground level.

F. Ground Equipment.

1. ***Ground Equipment near street corners and intersections.*** Ground equipment should be minimal and the least intrusive. In accordance with Chapter 284.102 (1), to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way the maximum line of sight required to add to safe travel of vehicular and pedestrian traffic and in order to maximize that line of sight at street corners and intersections and to minimize hazards at those locations, ground equipment may not be installed within 250 feet of a street corner or a street intersection.

2. ***Ground Equipment near Municipal Parks.*** For the safety of Municipal park patrons, particularly small children, and to allow full line of sights near Municipal park property, the Network Provider shall not install Ground Equipment in a Right-of-Way that is within a Park or within 250 feet of the boundary line of a Park, unless approved by the City Manager in writing.

3. ***Minimize Ground equipment density:*** In accordance with Chapter 284, Sec. 284.102 (1) to enhance the safety requirements of line of sight of pedestrians, particularly small children, the City Manager, or designee, may deny a request for a proposed Location if the Network Provider installs Network Node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 sq. ft. or more.

4. ***Water, Sewer and Storm Drainage Lines:*** Special precautions must be taken where underground fiber optic cable is installed in public street right-of-ways commonly used for utility corridors.

- a. Underground utilities and service connections must be identified prior to excavation. 811 Dig Test or similar underground utility contractor must be contacted to identify the locations of subsurface utilities.
- b. If temporary disruption of service is required, the installation contractor must notify the City, the service provider, and customers at least 24 hours in advance. No service on such lines may be disrupted until prior approval from the City and the service provider.
- c. At locations where the fiber optic cable will cross other subsurface utilities or structures, the cable must be installed to provide a minimum of 12 inches of vertical clearance between it and the other subsurface utilities or structures, while still maintaining the other applicable minimum depth requirement. To maintain the minimum depth requirement, the cable must be installed under the existing utility. If the minimum 12-inch clearance cannot be obtained between the proposed cable facility and the existing utility, the fiber optic cable must be encased in steel pipe of avoid future damage.
- d. ***Existing Water Lines:*** No communication lines shall be placed on top of a water line but may be placed to the side of a water line at least 4 feet from the center line of the water line. When crossing a water line, a 12-inch vertical or horizontal clearance must be maintained. Poles must be at least 3 feet from a water line.
- e. ***Existing Sewer Lines:*** No communication lines shall be placed on top of a sewer line but may be placed to the side of a sewer line at least 4 feet from the center line of the sewer line. When crossing a sewer line, a 12-inch vertical or horizontal clearance must be maintained. Poles must be at least 3 feet from a sewer line.
- f. ***Existing Storm Drainage Lines:*** No communication lines shall be placed on top of a storm drainage line but may be placed to the side of a storm drainage line at least 4 feet from the center line of the storm drainage line. When crossing a storm drainage line, a 12-inch

vertical or horizontal clearance must be maintained. Poles must be at least 3 feet from a storm drainage line.

5. ***Blocking streets, roads, alleys or lanes:*** Texas Department of Transportation (TxDOT) standards must be followed for work zone areas that will block streets, roads, alleys or lanes. A traffic plan must be submitted to the City prior to construction.

G. Municipal Service Poles

1. ***In accordance with Agreement:*** Installations on all Service Poles shall be in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b).

2. ***Required industry standard pole load analysis:*** Installations on all Service Poles shall have an industry standard pole load analysis completed and submitted to the municipality with each permit application indicating that the Service Pole to which the Network Node is to be attached will safely support the load, in accordance with Chapter 284.108.

3. ***Height of attachments:*** All attachments on all Service Poles shall be at least 8 feet above grade, in accordance with Chapter 284, Sec. 285.108 (a) (1) - (2) and if a Network Node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

4. ***Installations on Traffic Signals:*** Installations on all Traffic signal structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public and must be in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b). Installation of Network Node facilities on any traffic signal structures shall:

- a. Be encased in a separate conduit than the traffic light electronics;
- b. Have a separate electric power connection than the traffic signal structure; and
- c. Have a separate access point than the traffic signal structure; and

5. ***Installations on Street signage:*** Installations on all street signage structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public. Installation of Network Node facilities on any street signage structures that has electronics shall:

- a. Be encased in a separate conduit than any City signage electronics;
- b. Have a separate electric power connection than the signage structure;
- c. Have a separate access point than the signage structure; and

6. ***Restoration of City facilities and private property:*** The Network Provider shall be responsible for repairing any damage to any street, street right-of-way, ditch or any structure to its original condition immediately upon completing the installation. Any change to the slope of the land must be remedied, and there must be replacement of top soil and grass to its original condition.

SECTION 5. GENERAL AESTHETIC REQUIREMENTS

A. Concealment.

1. It is the City's preference that all new node support poles be camouflaged, except those located in an area zoned B-1, B-2 or O-1. Companies shall submit their proposal for camouflage with the permit application.

3. The Network Node facilities shall be concealed or enclosed as much as reasonably possible in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible in strict accordance with the City's ordinances, except to the extent not consistent with Chapter 284.

4. The Network Node facilities shall be concealed or enclosed as much as possible in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible, except to the extent not consistent with Chapter 284.

B. New Node Support Pole Spacing.

New node support poles shall be at a minimum 300 feet from a utility pole or another Node Support Pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

C. Minimize Ground Equipment Concentration.

In order to minimize negative visual impact to the surrounding area, and in accordance with Chapter 284, Sec. 284.102 (1) to enhance the safety requirements of line of sight of pedestrians, particularly small children, the City's designee may deny a request for a proposed Location if the Network Provider installs Network Node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 sq. ft. or more to minimize effect on property values and aesthetics on the area.

SECTION 6. ELECTRICAL SUPPLY

Network Provider shall be responsible for obtaining any required electrical power service to the Micro Network Node, Network Node facilities, Node Support Poles and ground equipment. The City shall not be liable to the Network Provider for any stoppages or shortages of electrical power furnished to the Micro Network Node, Network Node facilities, Node Support Poles or ground equipment, including without limitation, stoppages or shortages caused by any act, omission, or requirement of the public utility serving the structure or the act or omission of any other tenant or Network Provider of the structure, or for any other cause beyond the control of the City.

Network Provider shall not allow or install generators or back-up generators in the Public Right-of-Way in accordance with Chapter 284, Sec. 284.002 (12) (B) (1).

SECTION 7. INSURANCE, INDEMNITY, BONDING AND SECURITY DEPOSITS.

Insurance, bonding and security deposits shall be in strict accordance with the City's ordinances, except to the extent not consistent with Chapter 284.

Indemnity shall be in accordance with Chapter 284, Sec. 284.302, as provided for in Chapter 283, Sec. 283.057 (a) and (b) of the Texas Loc. Gov't Code.

SECTION 8. REQUIREMENTS IN REGARD TO REMOVAL, REPLACEMENT, REPLACEMENT, MAINTENANCE AND REPAIR

A. REMOVAL OR RELOCATION BY NETWORK PROVIDER.

1. Removal and relocation by the Network provider of its Micro Network Node, Network Node facilities, Node Support Pole or related ground equipment at its own discretion, shall be in strict accordance with the City's ordinances, except to the extent not consistent with Chapter 284
2. If the Network Provider removes or relocates a Micro Network Node, Network Node facilities, Node Support Pole or related ground equipment at its own discretion, it shall notify the City Manager in writing not less than 10 business days prior to removal or relocation. Network Provider shall obtain all Permits required for relocation or removal of its Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment prior to relocation or removal.
3. The City shall not issue any refunds for any amounts paid by Network Provider for Micro Network Node, Network Node facilities, Node Support Poles or related ground equipment that have been removed.

B. REMOVAL OR RELOCATION REQUIRED FOR CITY PROJECT.

1. Removal and Relocation of Network Provider's Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof required for a City project shall be in strict accordance with the City's ordinances, except to the extent not consistent with Chapter 284, Sec. 284.107, except as provided in existing state and federal law.
2. In accordance with Chapter 284, Sec. 284.107, except as provided in existing state and federal law, a Network Provider shall relocate or adjust Micro Network Node, Network Node, Node Support Pole and related ground equipment in a public right-of-way in a timely manner and without cost to the City managing the public right-of-way
3. Network Provider understands and acknowledges that the City may require Network Provider to remove or relocate its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or any portion thereof from the Right-of-Way for City construction projects as allowed by state and federal law, including the common-law.
4. Network Provider shall, at the City Manager's direction, remove or relocate the same at Network Provider's sole cost and expense, except as otherwise provided in existing state and federal law, whenever the City Manager reasonably determines that the relocation or removal is needed for any of the following purposes: Required for the construction, completion, repair, widening, relocation, or maintenance of, or use in connection with, any City construction or maintenance project of a street or public rights-of-way to enhance the traveling public's use for travel and transportation.
5. If Network Provider fails to remove or relocate the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof as requested by the City Manager within 90 days of Network Provider's receipt of the request, then the City shall be entitled to

remove the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof at Network Provider's sole cost and expense, without further notice to Network Provider.

6. Network Provider shall, within 30 days following issuance of invoice for the same, reimburse the City for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof.

C. REMOVAL REQUIRED BY CITY FOR SAFETY AND IMMINENT DANGER REASONS.

1. Network Provider shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment within the time frame and in the manner required by the City Manager if the City Manager reasonably determines that the disconnection, removal, or relocation of any part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment (a) is necessary to protect the public health, safety, welfare, or City property, (b) the Micro Network Node, Network Node, Node Support Pole and related ground equipment, or portion thereof, is adversely affecting proper operation of streetlights or City property, or (c) Network Provider fails to obtain all applicable licenses, Permits, and certifications required by Law for its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or use of any Location under applicable law in strict accordance with the City's ordinances, except to the extent not consistent with Chapter 284.

2. If the City Manager reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment at the Network Provider's sole cost and expense in strict accordance with the City's ordinances, except to the extent not consistent with Chapter 284.

3. Network Provider shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment within the time frame and in the manner required by the City Manager if the City Manager reasonably determines that the disconnection, removal, or relocation of any part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment (a) is necessary to protect the public health, safety, welfare, or City property, (b) the Micro Network Node, Network Node, Node Support Pole and related ground equipment, or portion thereof, is adversely affecting proper operation of streetlights or City property, or (c) Network Provider fails to obtain all applicable licenses, Permits, and certifications required by Law for its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or use of any Location under applicable law. If the City Manager reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment at the Network Provider's sole cost and expense.

4. The City Manager shall provide 90 days written notice to the Network Provider before removing a Micro Network Node, Network Node, Node Support Pole and related ground equipment under this Section, unless there is imminent danger to the public health, safety, and welfare.

5. Network Provider shall reimburse City for the City's actual cost of removal of Micro Network Node, Network Node, Node Support Pole and related ground equipment within 30 days of receiving the invoice from the City.

SECTION 9. INSTALLATION AND INSPECTIONS

A. INSTALLATION.

1. Network Provider shall, at its own cost and expense, install the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment in a good and workmanlike manner in strict accordance with the City's ordinances, except to the extent not consistent with Chapter 284

2. Network Provider shall, at its own cost and expense, install the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment in a good and workmanlike manner and in accordance with the requirements promulgated by the City Manager, as such may be amended from time to time. Network Provider's work shall be subject to the regulation, control and direction of the City Manager. All work done in connection with the installation, operation, maintenance, repair, modification, and/or replacement of the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment shall be in compliance with all applicable laws, ordinances, codes, rules and regulations of the City, applicable county, the state, and the United States ("Laws").

B. INSPECTIONS.

1. The City Manager, or designee, may perform visual inspections of any Micro Network Node, Network Node, Node Support Pole or related ground equipment located in the Right-of-Way shall be allowed in strict accordance with the City's ordinances, except to the extent not consistent with Chapter 284.

2. The City Manager, or designee, may perform visual inspections of any Micro Network Node, Network Node, Node Support Pole or related ground equipment located in the Right-of-Way as the City Manager deems appropriate without notice. If the inspection requires physical contact with the Micro Network Node, Network Node, Node Support Poles or related ground equipment, the City Manager shall provide written notice to the Network Provider within five business days of the planned inspection. Network Provider may have a representative present during such inspection.

SECTION 10. REQUIREMENTS UPON ABANDONMENT OF OBSOLETE MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.

A. Abandoned or obsolete Micro Network Node, Network Node, Node Support Pole and related ground equipment shall be removed in strict accordance with the City's ordinances, except to the extent not consistent with Chapter 284.

B. Network Provider shall remove Micro Network Node, Network Node, Node Support Pole and related ground equipment when such facilities are Abandoned regardless of whether or not it receives notice from the City. Unless the City sends notice that removal must be completed immediately to ensure public health, safety, and welfare, the removal must be completed within the earlier of 90 days of the Micro Network Node, Network Node, Node Support Pole and related ground equipment being abandoned or within 90 days of receipt of written notice from the City. When Network Provider removes, or abandons permanent structures in the Right-of-Way, the Network Provider shall notify the City Manager in writing of such removal or Abandonment and shall file with the City Manager the location and description of each Micro Network Node, Network Node, Node Support Pole and related ground equipment removed or Abandoned. The City Manager may require the Network Provider to complete additional remedial measures necessary for public safety and the integrity of the Right-of-Way.

SECTION 11. GENERAL PROVISIONS.

1. *As Built Maps and Records.* Network Provider's as built maps and records shall be in strict accordance with the City's ordinances, except to the extent not consistent with Chapter 284.

A Network Provider shall maintain accurate maps and other appropriate records of its Network Node facilities, Node Support Poles and related ground equipment as they are actually constructed in the Rights-of-Way, including, upon request, the use of Auto CAD/GIS digital format. Network Provider will provide additional maps to the City upon request.

2. *Courtesy and Proper Performance.* Courtesy and Proper Performance of Network provider's personnel, and contractors shall be in strict accordance with the City's ordinances, except to the extent not consistent with Chapter 284.

A Network Provider shall make citizen satisfaction a priority in using the Right-of-Way. Network Provider shall train its employees to be customer service-oriented and to positively and politely interact with citizens when dealing with issues pertaining to its Micro Network Node, Network Node, Node Support Pole and related ground equipment in the Right-of-Way. Network Provider's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of interaction with the public. If, in the opinion of the City Manager or designee, Network Provider is not interacting in a positive and polite manner with citizens, he or she shall request Network Provider to take all remedial steps to conform to these standards.

3. *Allocation of Funds for Removal and Storage.* The City Council has currently appropriated no funds to pay for the cost of any removal or storage of Micro Network Node, Network Node, Node Support Pole and related ground equipment, as authorized under the law.

4. **Ownership.** Ownership of Network Node and related equipment shall be in strict accordance with the City's ordinances, except to the extent not consistent with Chapter 284.

No part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment erected or placed on the Right-of-Way by Network Provider will become, or be considered by the City as being affixed to or a part of, the Right-of-Way. All portions of the Micro Network Node, Network Node, Node Support Pole and related ground equipment constructed, modified, erected, or placed by Network Provider on the Right-of-Way will be and remain the property of Network Provider and may be removed by Network Provider at any time, provided the Network Provider shall notify the City Manager prior to any work in the Right-of-Way.

5. **Tree Maintenance.** Tree maintenance shall be in strict accordance with the City's ordinances, except to the extent not consistent with Chapter 284.

A Network Provider, its contractors, and agents shall obtain a Tree Permit before trimming trees hanging over its Micro Network Node, Network Node, or Node Support Pole, to prevent branches of such trees from contacting attached Micro Network Node, Network Node, or Node Support Pole. The City shall not be liable for any damages, injuries, or claims arising from Network Provider's actions under this section.

6. **Signage.** Signage shall be in strict accordance with the City's sign ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall post its name, location identifying information, and emergency telephone number in an area on the cabinet of the Network Node facility that is visible to the public. Signage required under this section shall not exceed 4" x 6", unless otherwise required by law (e.g. RF ground notification signs) or the City Manager.

Except as required by law or by the Utility Pole owner, a Network Provider shall not post any other signage or advertising on the Micro Network Node, Network Node, Node Support Pole, Service pole or Utility Pole.

7. **Graffiti Abatement.** Graffiti abatement shall be in strict accordance with the City's ordinances, except to the extent not consistent with Chapter 284.

As soon as practical, but not later than fourteen (14) calendar days from the date Network Provider receives notice thereof, Network Provider shall remove all graffiti on any of its Micro Network Node, Network Node, Node Support Pole, and related ground equipment located in the Right of Way. The foregoing shall not relieve the Network Provider from complying with any City graffiti or visual blight ordinance or regulation.

8. **Restoration.** A Network Provider shall restore and repair of the public rights-of-way from any damage to the Right-of-Way, or any facilities located within the Right-of-Way, and the property of any third party resulting from Network Provider's removal or relocation activities (or any other

of Network Provider’s activities hereunder) in strict accordance with the City’s ordinances, except to the extent not consistent with Chapter 284.

A Network Provider shall repair any damage to the Right-of-Way, or any facilities located within the Right-of-Way, and the property of any third party resulting from Network Provider’s removal or relocation activities (or any other of Network Provider’s activities hereunder) within 10 calendar days following the date of such removal or relocation, at Network Provider’s sole cost and expense, including restoration of the Right-of-Way and such property to substantially the same condition as it was immediately before the date Network Provider was granted a Permit for the applicable Location or did the work at such Location (even if Network Provider did not first obtain a Permit), including restoration or replacement of any damaged trees, shrubs or other vegetation. Such repair, restoration and replacement shall be subject to the sole, reasonable approval of the City Manager.

9. *Network provider’s responsibility.* A Network Provider shall be responsible and liable for the acts and omissions of the Network Provider’s employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sub-Network Provider’s and subcontractors in connection with the installations of any Micro Network Node, Network Node, Node Support Pole and related ground equipment, as if such acts or omissions were Network Provider’s acts or omissions in strict accordance with the City’s ordinances, except to the extent not consistent with Chapter 284.

A Network Provider shall be responsible and liable for the acts and omissions of the Network Provider’s employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sub-Network Provider’s and subcontractors in connection with the installations of any Micro Network Node, Network Node, Node Support Pole, Transport Facility and related ground equipment, as if such acts or omissions were Network Provider’s acts or omissions.

SECTION 12. ADMINISTRATIVE HEARING – REQUEST FOR EXEMPTION

Should the Network Provider desire to deviate from any of the standards set forth in the Design Manual, the Network Provider may request an Administrative Hearing before a Board of Appeals. The City Council shall act as the Board of Appeals for a Request for Exemption. The process for an application, hearing and vote shall follow the process described in Sec. 28-9 of the City of Shavano Park Code of Ordinances.

SECTION 13-19 RESERVED

SECTION 20. DESIGN MANUAL - UPDATES

Placement or Modification of Micro Network Node, Network Node, Node Support Pole, Transport Facility, and related ground equipment shall comply with the City’s Design Manual at the time the Permit for installation or Modification is approved and as amended from time to time.

¹ Sec. 284.301. LOCAL POLICE-POWER-BASED REGULATIONS. (a) Subject to this chapter and applicable federal and state law, a municipality may continue to exercise zoning, land

use, planning, and permitting authority in the municipality's boundaries, including with respect to utility poles.

(b) A municipality may exercise that authority to impose police-power-based regulations for the management of the public right-of-way that apply to all persons subject to the municipality.

(c) A municipality may impose police-power-based regulations in the management of the activities of network providers in the public right-of-way only to the extent that the regulations are reasonably necessary to protect the health, safety, and welfare of the public.

² The definitions as used in Tx. Loc. Gov. Code, Chapter 284, Sec. 284.002 shall be used in this Design Manual.

Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002. DEFINITIONS. In this chapter:

(1) "Antenna" means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

(2) "Applicable codes" means:

(A) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and

(B) local amendments to those codes to the extent not inconsistent with this chapter.

(3) "Collocate" and "collocation" mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

(4) "Decorative pole" means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

(5) "Design district" means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

(6) "Historic district" means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

(7) "Law" means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

(8) "Macro tower" means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Section 284.103 and that supports or is capable of supporting antennas.

(9) "Micro network node" means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

(10) "Municipally owned utility pole" means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

(11) "Municipal park" means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.

(12) "Network node" means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

-
- (i) equipment associated with wireless communications;
 - (ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and
 - (iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and
 - (B) does not include:
 - (i) an electric generator;
 - (ii) a pole; or
 - (iii) a macro tower.
 - (13) "Network provider" means:
 - (A) a wireless service provider; or
 - (B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:
 - (i) network nodes; or
 - (ii) node support poles or any other structure that supports or is capable of supporting a network node.
 - (14) "Node support pole" means a pole installed by a network provider for the primary purpose of supporting a network node.
 - (15) "Permit" means a written authorization for the use of the public right-of-way or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.
 - (16) "Pole" means a service pole, municipally owned utility pole, node support pole, or utility pole.
 - (17) "Private easement" means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.
 - (18) "Public right-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include:
 - (A) a private easement; or
 - (B) the airwaves above a public right-of-way with regard to wireless telecommunications.
 - (19) "Public right-of-way management ordinance" means an ordinance that complies with Subchapter C.
 - (20) "Public right-of-way rate" means an annual rental charge paid by a network provider to a municipality related to the construction, maintenance, or operation of network nodes within a public right-of-way in the municipality.
 - (21) "Service pole" means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:
 - (A) a pole that supports traffic control functions;
 - (B) a structure for signage;
 - (C) a pole that supports lighting, other than a decorative pole; and
 - (D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.
 - (22) "Transport facility" means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose

of providing backhaul for network nodes.

(23) "Utility pole" means a pole that provides:

(A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or

(B) services of a telecommunications provider, as defined by Section 51.002, Utilities Code.

(24) "Wireless service" means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

(25) "Wireless service provider" means a person that provides wireless service to the public.

³ Sec. 284.002. DEFINITIONS (8) "Micro network node" means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Sec. 284.003. LIMITATION ON SIZE OF NETWORK NODES. (a) Except as provided by Section 284.109, a network node to which this chapter applies must conform to the following conditions:

(1) each antenna that does not have exposed elements and is attached to an existing structure or pole:

(A) must be located inside an enclosure of not more than six cubic feet in volume;

(B) may not exceed a height of three feet above the existing structure or pole; and

(C) may not protrude from the outer circumference of the existing structure or pole by more than two feet;

(2) if an antenna has exposed elements and is attached to an existing structure or pole, the antenna and all of the antenna's exposed elements:

(A) must fit within an imaginary enclosure of not more than six cubic feet;

(B) may not exceed a height of three feet above the existing structure or pole; and

(C) may not protrude from the outer circumference of the existing structure or pole by more than two feet;

(3) the cumulative size of other wireless equipment associated with the network node attached to an existing structure or pole may not:

(A) be more than 28 cubic feet in volume; or

(B) protrude from the outer circumference of the existing structure or a node support pole by more than two feet;

(4) ground-based enclosures, separate from the pole, may not be higher than three feet six inches from grade, wider than three feet six inches, or deeper than three feet six inches; and

(5) pole-mounted enclosures may not be taller than five feet.

(b) The following types of associated ancillary equipment are not included in the calculation of equipment volume under Subsection (a):

(1) electric meters;

(2) concealment elements;

(3) telecommunications demarcation boxes;

(4) grounding equipment;

(5) power transfer switches;

-
- (6) cut-off switches; and
 - (7) vertical cable runs for the connection of power and other services.
- (c) Equipment attached to node support poles may not protrude from the outer edge of the node support pole by more than two feet.
- (d) Equipment attached to a utility pole must be installed in accordance with the National Electrical Safety Code, subject to applicable codes, and the utility pole owner's construction standards.

EMERGING RIGHT OF WAY ISSUES
SMALL CELLS ARE A BIG DEAL
Implementing Texas Local Government Code Chapter 284

DON KNIGHT, Dallas
Dallas City Attorney's Office

CLARENCE A. WEST, Austin
Attorney and Counselor at Law

Texas City Attorney's Association
Summer Conference
June 14-16, 2017
South Padre Island

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I. INTRODUCTION

The purpose of this article is guide Texas municipalities in implementing Tex. S.B. 1004, 85th Leg., R.S. (2017), which will become the new Texas Local Government Code Chapter 284, that mandates that wireless infrastructure providers and wireless service providers have access to public right of way to locate their facilities. The steps to implementation will include reviewing and understanding the key provisions of Chapter 284; designating areas and districts within each city by zoning or otherwise that allow for enhanced police powers protections under the new law; and lastly, developing the new documents and forms that will be needed to manage the right of way pursuant to Chapter 284.

II. REVIEWING AND UNDERSTANDING THE KEY PROVISIONS OF CHAPTER 284

A comprehensive section-by-section analysis and commentary of Chapter 284 is contained in Appendix A, but in general the key provisions are set out below.

A. Definitions

1. To begin to understand Chapter 284 it is necessary to Review the definitions in Sec. 284.002, including several newly coined terms. The discussion below is only commentary on those terms, not the language of the statutory definition.

2. "*Collocate or Collocation*" - this term is broader than its "normal" meaning, and thus confusing as it includes not only adding (collocating) facilities to existing installation or structure, it also includes the new/initial installation. It is also inconsistent and confusing relative to the FCC definition of "collocation" in the Section 6409 rules, 47 C.F.R. § 1.40001 Wireless Facility Modifications, *et al*, where a "collocation" only applies to an "existing" "eligible support structure". 47 C.F.R. § 1.40001 (b) (2) "*Collocation*", (4) "*Eligible Support Structure*", (5) "*Existing*".

3. "*Decorative pole*" - is specific definition for certain qualified street lights that results in their access not being mandated by Sec. 284.101 (a) (3) as that section only applies to "Poles" and while "Poles" includes "Service poles", "Service poles" does not include "Decorative poles".

4. "*Design district*" - A new type of area that is generally an area that has land use controls as to certain design elements, including Decorative poles. A city may require concealment of wireless facilities in a Design district. For the city to apply stealth/concealment conditions to network nodes or node support poles in a Design district under Sec. 284.105, each city must formally zone or designate the applicable areas as Design districts that meet the statutory definition.

5. "*Historic district*" - In a Historic district the city may require concealment of wireless facilities, but for the City to apply stealth/concealment conditions to network nodes or node support poles in Historic districts under Sec. 284.105, each City must formally zone or designate applicable areas as Historic Districts that meet the statutory definition.

6. "*Micro network node*" - These are the tennis racket size devices cable companies have installed by lashing in the lines between poles in the rights-of-ways for several years now.

7. "*Municipal park*" - For the exclusion of Node support poles in a Municipal park Right of Way under Sec. 284.104 each City must formally zone or designate the applicable areas as a Municipal park.

8. "*Network node*" - is the broadly written term in Chapter 284 for wireless equipment but does not include fiber connecting "Transfer Facilities" or the "Pole, which are separately defined, below.

9. "*Network provider*" - is very broad, as it includes a "wireless provider" which is defined such that it could arguably include any entity that provides a wi-fi hot spot to the public.

10. "*Node support pole*" - is a new pole installed just to support a network node facility.

11. "*Pole*" - includes three other defined term items: "Node support pole", "Service pole", Utility pole". This is key as to what is included as mandated access and use in Sec. 284.101 (a) (3).

12. "*Public right-of-way management ordinance*" - this is a Right of Way Ordinance conforming to Chapter 284.

13. "*Public right-of-way rate*" - annual rental charge per Network node site, CPI adjusted, Sec. 284.054.

14. "*Service pole*" - includes city traffic signal poles, non-decorative street lights, street signs.

15. "*Transport facility*" - is the physical fiber or line connection between the Network node in the right-of-way and the cellular network's mobile switching location, which in most instances is on private property. A Transport facility is "for the purpose of providing backhaul for network nodes."

16. "Wireless service" and "Wireless service provider" - are very broadly defined that could arguably include any entity that provides a wi-fi hot spot to the public. It is not limited to a CMRS provider (Cellular telephone) licensed by the FCC, or an entity that installs for them.

B. Mandated Access v. Conditional Access v. Limited Access v. Prohibited Access

1. Chapter 284 mandates access to RIGHT OF WAY for Network nodes and Node support poles, like Chapter 283 for Certificated Telecommunications Providers. However, what is new in Chapter 284 is mandated access to use and collocate on Service poles, found in Sec. 284.101 (a) (3) (and in Sec. 284.056.)

2. It is important to understand the distinction between mandated access, conditional access, limited access and prohibited access and distinguish between what facilities are allowed or not allowed, and whether the facility is a Network Node or a Node support pole:

a. Sec. 284.101 (a) (1) -(2) **mandated access** to Right of Way to install Network nodes, use utility poles and install new Node support poles.

b. Sec. 284.101 (a) (3) **mandated use of City Service poles**-traffic signals, non-decorative street lights, street signage, with agreement, but **prohibits access or use** of Decorative poles, as defined in Sec. 284.002;

c. Sec. 284.104 (a) **limited access** to place Node Support poles in designated or zoned Municipal parks Right of Way and in certain designated or zoned residential areas if street is 50 ft. wide or less, "without the municipalities' discretionary, non-discriminatory, and written consent";

d. Sec. 284.104 (b), includes *additional restrictions* for Network nodes and Node support poles in *Municipal parks or residential areas* that meet the area criteria of Sec. 284.104 (a) as they must comply with private deed restrictions and other private restrictions.

e. Sec. 284.105. **Conditional concealment restrictions** -- Before installations of Network nodes and Node support poles in designated Historic districts and Design districts with decorative Poles, they "must obtain *advance approval from municipality*". "As a condition for approval... [a city] may require reasonable design or concealment measures".

3. Additional Restrictions Applicable to Network Nodes and Node Support Poles

a. Sec. 284.107. City can require compliance with *undergrounding requirements*.

b. Sec. 284.102. General installation requirements.

c. Sec. 284.103. 55-foot max. height.

d. Sec. 284.108 (a) (2). Equipment must be 8 ft. above grade and (b) comply with Design manual.

C. When Permits Are Required

Permits are generally required for a Network node, Node support pole and Transfer facility, with up to 30 Network nodes per permit per Sec. 284.152. Exceptions when no permit is required are detailed in Sec. 284.157 (a) (1) -(3), but there still must be notice of work in the RIGHT OF WAY, per Sec. 284.157 (d). Sec. 284.157 (a) (1) -(3), exceptions when no permit is required are:

- Routine maintenance without excavation or closing sidewalks or vehicular lanes.
- Replacing or upgrading that is substantially the same size (as defined in Sec. 284.157 (b)).
- Micro network node needs no permit if the installation is "strung" on lines between poles or node support poles. Sec. 284.157 (a) (3).

D. Shot Clocks Vary with Type of Installation

1. In determining how much time is allowed before a permit application will be deemed approved, if not acted on, you must distinguish between different types of installations allowed under Sec. 284.154. Note the very short time to review fiber Transport facility installations for completeness of within 10 days of the application date, while the time allowed for Network nodes and Node support poles is 30 days. Transfer facilities also have a very short period of 21 days to act to approve or deny, or they are deemed granted. The various time periods for approval are:

- **Network nodes**—30 days to determine completeness; 60 days to approve or deny, or if not acted on by that time permit is deemed approved.

- **Node Support poles**-30 days to determine completeness; 150 days to approve or deny, or if not acted on by that time permit is deemed approved
- **Transfer facility**-10 days to determine completeness; 21 days to approve or deny, or if not acted on by that time permit is deemed approved
- **Micro network node**-no permit, and no shot clock *if* the installation is “strung” on lines between poles or node support poles. Sec. 284.157 (a) (3).

2. For denied applications and arguably for incomplete applications:

- Applicant may resubmit in 30 days a completed or cured application.
- City has 90 days to act on resubmitted applications that were either initially incomplete or denied.

E. Distinguish between types of installations to determine different application and annual fees:

1. Network nodes:

- **Application Fee:** Sec. 283.156 (b) application fee is lesser of: actual cost or \$500 for up to 5 Network nodes, and \$250 for each additional Network node on a permit (up to 30, per Sec. 284.152 (b).) Sec. 283.156 (c) has restrictions on what may be included in “cost”.
- **Annual Network Node site rental rate:** Sec. 284.053 \$250 per Network Node site, with annual CPI adjustment. Sec. 284.054.

2. Node Support poles:

- **Application Fee:** Sec. 283.156 (b). application fee is lesser of: actual cost or \$1,000 for each pole. Sec. 283.156 (c) has restrictions on what may be included in “cost”.
- **Annual rental rate:** No separate rate from Sec. 284.053 of \$250 per Network node site, with annual CPI adjustment. Sec. 284.054.

3. Transfer facility:

- **Application Fee:** Sec. 284.152 requires a permit for Transfer facilities, thus an application is required. Sec. 284.156 (a) allows a city to charge a permit fee “if the municipality requires the payment of the fee for similar types of commercial development inside the municipality’s territorial jurisdiction other than a type for which application or permit fees are not allowed by law”. Although inartfully written, it seems that either under a city’s home rule authority or under Sec. 283.156 (b) the application fee for a Transfer facility is the lesser of: actual cost or \$500 for an application including up to 5 Network nodes, and \$250 for each additional Network node on a permit. Sec. 283.156 (c) has restrictions on what may be included in “cost”.
- **Annual Transfer Facility rental rate:** Sec. 284.055. \$28 monthly for each Network Node site, unless an equal or greater amount is paid the city, e.g., under Chapter 283, Tex. Loc. Gov. Code or Chapter 66, Tex. Util. Code.

4. Micro network node: no fee *if* the installation is “strung” on lines between poles or node support poles. Sec. 284.157 (a) (3).

III. DESIGNATE AREAS AND DISTRICTS BY ZONING OR OTHERWISE

A. Chapter 284’s Enhanced Protections Depend on Designations by the City

Chapter 284 allows additional restrictions on placement and characteristics of network nodes and node support poles when they are proposed to be located in municipal parks, residential areas, historic districts and what the statute calls “design districts” and “underground districts.” Cities should, prior to the effective date, designate areas within its municipal boundaries, either through land use regulation or other appropriate enactment, to take advantage of these provisions.

B. Relevant Statutory References for Each District or Area

The various districts and areas and the Section that sets out the applicable criteria and definitions are:

- Municipal parks that meet the definition in Sec. 284.002.
- Residential areas that meet the criteria of Sec. 284.104.
- Historic Districts that meet the definition in Sec. 284.002 and the criteria in Sec. 284.105.
- Design Districts that meet the definition in Sec. 284.002 and the criteria of Sec. 284.105.
- Areas that qualify for compliance with underground requirements that meet the criteria of Sec. 284.107.

IV. CITY DOCUMENTS TO BE PREPARED OR REVIEWED

Various documents and regulations must be reviewed or prepared anew to prepare for the implementation of Chapter 284.

A. Pole Attachment Agreement

1. Cities can require an agreement between the city and a “Network provider” to access and use municipal “Service Poles” which includes city traffic lights, non-decorative street lights, and traffic signage. “Service Poles” is a defined term in Sec. 284.002 (22).). While access to “Service poles” is “mandated” by Sec. 284.101 (a) (3), the city can require a detailed agreement that spells out the terms of the use. The agreement must be consistent with and not in conflict with Chapter 284. This agreement can be very short i.e., simply requiring compliance with Right of Way ordinance and Design Manual, or more detailed, e.g., based on a Houston Master License Agreement Template, conformed to be consistent with Chapter 284.

2. Note: While city police powers are retained in Sec. 284.301, they are subject to the extent they do not conflict with Chapter 284, in accordance with Sec. 284. 151, arguably a general preemption of police powers by Chapter 284. Therefore, if there is any dispute on any conflict between the Right of Way Ordinance and Chapter 284, litigation may ensue. Sec. 284.110, reiterates no discrimination among providers.

B. Design Manual

Chapter 284 gives cities authority to apply regulations by way of what it calls a Design Manual pursuant to Sec. 284.108. Sec. 284.102 and Sec. 284.103 both set out general limitations on installations and Sec. 284.107 requires compliance with undergrounding requirements. In addition, both pole minimum spacing and a single network node per pole restriction should be authorized per testimony by an AT&T attorney and comments from the House sponsor at House hearing on the companion to S.B. 1004.

C. Review of Right of Way Management Ordinance

Sec. 284.101 (b) requires compliance with a city’s Right of Way Ordinance. Right of Way Management Ordinance is defined in Sec. 284.002 (19) as an ordinance that complies with Subchapter C [Sec. 284.101-284.110]. Therefore, the City should review and, if needed, update its Right of Way Management Ordinance

D. Application Forms

While most cities probably have application forms for wireless facilities applying for land use authorization, it is now necessary to distinguish between wireless facilities in the Right of Way those sited on private property.

1. For those on private property

Unrelated to Chapter 284, cities must distinguish between new installations, and modifications, and for those that are modifications distinguishing between substantial changes and those that are not “substantial changes” under FCC Rules for Section 6409 unilateral expansion purposes and different FCC shot clocks.

2. For those on Right of Way

a. Since under Chapter 284 the shot clock, application and annual rental fees can all vary, the application form must distinguish between:

- “Network node” installations.
- “Node support poles” installation;
- “Transport facility” installations.

b. Forms should include contact info. for allowable CPI changes to Right of Way fees.

c. Permits allowed for Network node, Node support pole and Transfer facility, but can only request the same information requested of other telecoms, plus information to show compliance with Chapter 284. Sec. 284.153.

d. No permit is allowed as to “Micro network nodes” *if* the installation is “strung” on lines between poles or node support poles. Sec. 284.157 (a) (3).

E. Suggested Timeline for Preparation:

June 2017:

- Review Bill in detail.
- Plan for the designation by zoning of other designation of:
 - Municipal parks that meet the definition in Sec. 284.002.
 - Residential areas that meet the criteria of Sec. 284.104.
 - Historic Districts that meet the definition in Sec. 284.002 and the criteria in Sec. 284.105.
 - Design Districts that meet the definition in Sec. 284.002 and the criteria of Sec. 284.105.
 - Perhaps areas that qualify for compliance with underground requirements that meet the criteria of Sec. 284.107.
- Draft:
 - Agreement for use of “Service poles” (traffic signals, non-decorative street lights, street signage.) per Sec. 284.056 and 284.101 (a) (3).
 - Ordinance to allow Administrative authority to sign Agreement.
 - Design Manual per Sec. 284.108.
 - Review of Right of Way Ordinance for conforming changes.
 - Application and or permit forms.

July 2017:

- Designate Areas and Districts by zoning or otherwise:
- Municipal parks that meet the definition in Sec. 284.002.
- Residential areas that meet the criteria of Sec. 284.104.
- Historic Districts that meet the definition in Sec. 284.002 and the criteria in Sec. 284.105.
- Design Districts that meet the definition in Sec. 284.002 and the criteria of Sec. 284.105.
- Perhaps areas that qualify for compliance with underground requirements that meet the criteria of Sec. 284.107.
- Adopt Documents:
 - Agreement to Use City “Service Poles” per Sec. 284.056 and 284.101 (a) (3).
 - Ordinance to allow Administrative authority to sign Agreement.
 - Design Manual per Sec. 284.107.
 - Changes in Right of Way Ordinance.

August 2017:

- Post documents on publicly available portions of the City website.
- Education of application and permit processing personnel, including detailed review of types of installations.
- Shot clock time lines- detailed review.

September 1, 2017-Effective date of Chapter 284.

APPENDIX A

CHAPTER 284, TEXAS LOCAL GOVERNMENT CODE (S.B. 1004, Effective Sept. 1, 2017)

ANNOTATED COMMENTARY IN FOOTNOTES (May 2017)¹

SECTION 1. Subtitle A, Title 9, Local Government Code, is amended by adding Chapter 284 to read as follows:

CHAPTER 284. DEPLOYMENT OF NETWORK NODES IN PUBLIC RIGHT-OF-WAY²

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 284.001. FINDINGS AND POLICY.

(a)³ The legislature finds that:

(1) network nodes are instrumental to increasing access to advanced technology and information for the citizens of this state and thereby further an important public policy of having reliable wireless

¹ The commentary discusses some selected issues that may arise for a city in implementing Chapter 284. It is not intended as legal advice for any specific circumstance, rather it is intended as a general analysis of a newly enacted statute that has no judicial interpretation. Before relying on this annotation commentary, the reader should obtain legal counsel in applying this annotation interpretation to any specific circumstances at hand. *Clarence A. West*

² The Title of Chapter 284. “Deployment of Network Nodes in Public Right-of-Way” supports legislative intent that Ch. 284 is to be the statewide, uniform application of Ch. 284 for installations of wireless network nodes in the RoW controlling over any other common-law or statutory authority.

See also: The May 12, 2017 *House Legislative Analysis of the bill* that states the bill “seeks to update state law and provide a uniform framework for the deployment of network nodes in a public right-of-way.” supporting statewide uniform application of Ch. 284 for installations of wireless network nodes in the RoW.

<http://www.capitol.state.tx.us/tlodocs/85R/analysis/pdf/SB01004H.pdf#navpanes=0>

See also: The May 17, 2017 *House Research Organization Analysis of the bill* states on page two the “Background of Ch. 283, and the FCC’s characterizations of small cells as a type of network node used for wireless cellular coverage, concluding in the DIGEST:

“CSSB 1004 would allow wireless network companies to place network nodes in the public right-of-way (ROW) and would provide rules, regulations, and fee structures to reimburse cities for use of the ROW. Municipalities would retain authority to manage the public ROW to ensure the health, safety, and welfare of the public, and would receive compensation installing network nodes on poles.”

Thus, also supporting statewide uniform application of Ch. 284 for installations of wireless network nodes in the RoW.

<http://www.hro.house.state.tx.us/pdf/ba85r/sb1004.pdf#navpanes=0>

³ Sec. 284.001. The whereas clauses (a) (3) - (10), and policy clauses (b) and (c) support uniform application of Ch. 284 for installations of wireless network nodes in the RoW.

networks and services;

(2) this state has delegated to each municipality the fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public, subject to state law;⁴

(3) network nodes often may be deployed most effectively in the public right-of-way;

(4) network providers' access to the public right-of-way and the ability to attach network nodes to poles and structures in the public right-of-way allow network providers to densify their networks and provide next-generation services;

(5) expeditious processes and reasonable and nondiscriminatory terms, conditions, and compensation for use of the public right-of-way for network node deployments are essential to state-of-the-

⁴ Sec. 284.001 (a) (2). Findings and policy clauses. This whereas clause supports the retention of city police powers in managing the rights-of-way as reserved in Sec. 284.301. While Sec. 284.301 (a) states those police powers are subject to Chapter 284, there is a general police power authority reservation. The city may exercise those police powers promulgating Network Node regulations in RoW Management Ord. or Design Manual standards for placement of Network Nodes in accordance with Sec. 284.102 (1) that has broad categories of prohibitions on installations to not “obstruct, impede, or hinder the usual travel or public safety on a public right-of-way”. There is also the police power authority reservation in the whereas clause cited above in Sec. 284.001 (a) (2), and (c). See also, Sec. 284.151. Prohibitions of Certain Municipal Actions. This is the broad preemption of city police powers except as allowed by Ch. 284.

The statement that the state “has delegated to each municipality the fiduciary duty, as a trustee, to manage the public right-of-way” further supports that the city is acting in a proprietary manner, not allowing section 6409 unilateral expansion claims without further city approval.

Maximum sizes in Sec. 284.003 may not be expanded upon, as reiterated in Sec. 284.109 (no expansion exceeding Sec. 284.003 size without city approval); and Sec. 284.157 (b) (1) (A)-(B) and (d) (3), even if an initial installation was smaller than in Sec. 284.003, it can only expand up to the sizes in Sec. 284.003, i.e., it does not allow section 6409 expansions without further city approval.

See *Acceleration of Broadband Deployment by Improving Wireless Facilities Siting Policies, Report and Order*, 29 FCC Rcd 12865, 12866-69, 12878-81, ¶ 239 (2014) (2014 Sec. 6409 Infrastructure Order), erratum, 30 FCC Rcd 31 (2015), *aff'd*, *Montgomery County v. FCC*, 811 F.3d 121 (4th Cir. 2015).

“... we [the FCC] conclude that Section 6409(a) applies only to State and local governments acting in their role as land use regulators and does not apply to such entities acting in their proprietary capacities. ... As the Supreme Court has explained, “[i]n the absence of any express or implied implication by Congress that a State may not manage its own property when it pursues its purely proprietary interests, and when analogous private conduct would be permitted, this Court will not infer such a restriction.” [fn 445] Like private property owners, local governments enter into lease and license agreements to allow parties to place antennas and other wireless service facilities on local-government property, and we find no basis for applying Section 6409(a) in those circumstances [fn 446]”

The FCC cited in support of its statements in paragraph 239, at footnote 445, *Building & Construction Trades Council of Metropolitan District v. Associated Builders & Contractors of Massachusetts/Rhode Island Inc.*, 507 U.S. 218, 231-32 (1993); and in footnote 446: *Qwest Corp. v. City of Portland*, 385 F.3d 1236, 1240 (9th Cir. 2004) (recognizing that Section 253(a) preempts only “regulatory schemes”); *Sprint Spectrum v. Mills*, 283 F.3d 404, 421 (2d Cir. 2002) (finding that Section 332(c)(7) “does not preempt nonregulatory decisions of a local governmental entity or instrumentality acting in its proprietary capacity”)

art wireless services and thereby further an important public policy of having reliable wireless networks and services;

(6) network nodes help ensure that this state remains competitive in the global economy;

(7) the timely permitting of network nodes in the public right-of-way is a matter of statewide concern and interest;

(8) requirements of this chapter regarding fees, charges, rates, and public right-of-way management, when considered with fees charged to other public right-of-way users under this code, are fair and reasonable and in compliance with 47 U.S.C. Section 253;⁵

(9) to the extent this state has delegated its fiduciary responsibility to municipalities as managers of a valuable public asset, the public right-of-way, this state is acting in its role as a landowner in balancing the needs of the public and the needs of the network providers by allowing access to the public right-of-way to place network nodes in the public right-of-way strictly within the terms of this chapter;⁶ and

(10) as to each municipality, including home-rule municipalities, this state has determined that it is reasonable and necessary to allow access to the public right-of-way for the purposes of deploying network nodes to protect and safeguard the health, safety, and welfare of the public as provided by this chapter.

(b) In order to safeguard the health, safety, and welfare of the public, it is the policy of this state to promote the adoption of and encourage competition in the provision of wireless services by reducing the barriers to entry for providers of services so that the number and types of services offered by providers continue to increase through competition.

(c) It is the policy of this state, subject to state law and strictly within the requirements and limitations prescribed by this chapter, that municipalities:

(1) retain the authority to manage the public right-of-way to ensure the health, safety, and welfare of the public;⁷ and

(2) receive from network providers fair and reasonable compensation for use of the public right-of-way and for collocation on poles.⁸

Sec. 284.002. DEFINITIONS. In this chapter:

(1) "Antenna" means communications equipment that transmits or receives electromagnetic radio

⁵ Sec. 284.001 (a) (8). Findings and policy clauses. This whereas clause further mitigates any section 253 claims of unreasonable compensation.

⁶ Sec. 284.001 (a) (9). Findings and policy clauses. This whereas clause supports the retention of city police powers in managing the rights-of-way as reserved in Sec. 284.301 as discussed in footnote 4.

The statement that "to the extent this state has delegated its fiduciary responsibility to municipalities as managers of a valuable public asset, the public right-of-way, *this state is acting in its role as a landowner in balancing the needs of the public and the needs of the network providers by allowing access to the public right-of-way to place network nodes in the public right-of-way strictly within the terms of this chapter*" supports that the city is acting in a proprietary manner, further mitigating any section 6409 unilateral expansion claims. See in Sec. 284.109 and Sec. 284.157(d)(3) also for similar section 6409 mitigation.

⁷ Sec. 284.001 (c) (1). Findings and policy clauses. This policy clause supports the broad retention of city police powers in managing the rights-of-way as reserved in Sec. 284.301 as discussed in footnote 4.

⁸ Sec. 284.001 (c) (3). Findings and policy clauses. This policy clause further mitigates any section 253 claims of unreasonable compensation.

frequency signals used in the provision of wireless services.

(2) "*Applicable codes*" means:

(A) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and

(B)⁹ local amendments to those codes to the extent not inconsistent with this chapter.

(3) "*Collocate*" and "*collocation*" mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.¹⁰

(4) "*Decorative pole*" means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.¹¹

(5) "*Design district*" means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.¹²

(6) "*Historic district*" means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.¹³

(7) "*Law*" means common law or a federal, state, or local law, statute, code, rule, regulation, order,

⁹ Sec. 284.002. Definitions. (2) "*Applicable codes*" (B) allows local amendments to national codes to continue to be implemented.

¹⁰ Sec. 284.002. Definitions. (3) "*Collocate or Collocation*" is a broad and confusing term that includes not only adding facilities to an existing installation or structure but also the initial installations. In doing so the definition of "*Collocate or Collocation*" in Chap. 284 is inconsistent and confusing relative to the FCC definition of "collocation" in the Section 6409 rules, 47 C.F.R. § 1.40001 Wireless Facility Modifications, *et al*, where a "collocation" only applies to an "existing" "eligible support structure". 47 C.F.R. § 1.40001 (b) (2) "*Collocation*", (4) "*Eligible Support Structure*", (5) "*Existing*".

¹¹ Sec. 284.002. Definitions. (4) "*Decorative pole*" is specific definition for certain qualified street lights that results in their access not being mandated by Sec. 284.101 (a) (3) as that section only applies to "Poles" and while "Poles" includes "Service poles", "Service poles" does not include "Decorative poles".

¹² Sec. 284.002. Definitions. (5) "*Design district*" A new type of area that is generally an area that has land use controls as to certain design elements, including Decorative poles. A city may require concealment of wireless facilities in a Design district. For the city to apply stealth/concealment conditions to network nodes or node support poles in a Design district under Sec. 284.105, each city must formally zone or designate the applicable areas as Design districts that meet the statutory definition. It may be helpful to have overlay maps showing the "Design districts". In accordance with Section 284.105 this designation is a valuable tool for cities to use that will require "advance approval" with conditions on stealth/concealment requirements. Note minimum criteria for a Design district is that it must have decorative poles. See Sec. 284.105.

¹³ Sec. 284.002. Definitions. (6) "*Historic district*" In a Historic district the city may require concealment of wireless facilities, but for the City to apply stealth/concealment conditions to network nodes or node support poles in Historic districts under Sec. 284.105, each City must formally zone or designate applicable areas as Historic Districts that meet the statutory definition. It may be helpful to have overlay maps showing the "Historic districts". In accordance with Section 284.105 this designation is a valuable tool for cities to use that will require "advance approval" with conditions on stealth/concealment requirements prior to installation.

or ordinance.¹⁴

(8) "*Macro tower*" means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Section 284.103 and that supports or is capable of supporting antennas.

(9) "*Micro network node*" means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.¹⁵

(10) "*Municipally owned utility pole*" means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

(11) "*Municipal park*" means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.¹⁶

(12) "*Network node*"¹⁷ means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

¹⁴ Sec. 284.002. Definitions. (7) "*Law*" includes the "common-law", which may be very critical on relocation issues when coupled with Sec. 284.303 on "Relocation" which refers to "state and federal law", which would include *Southwestern Bell (SWB) as SBC (now AT&T). v. Harris Co. Toll Rd.*, 282 S.W.3d 59, 62, 67 (Tex. 2009), a case broadly describing the common-law rule on relocation as requiring utilities to relocate at their own cost when required for governmental projects enhancing the travel and transportation aspects of roadways.

¹⁵ Sec. 284.002. Definitions. (9) "*Micro network node*" These are the tennis racket size devices cable companies have installed by lashing in the lines between poles in the rights-of-ways for several years now. Note under section 284.157 (a) (3) no application, permit or payment is required as to "*Micro network nodes*" so long as they are "strung on cables between existing poles or node support poles"; and under Sec. 284.253 no services are authorized to be provided over a "*Micro network node*" by Chapter 284—only the installation for which services have otherwise been authorized.

¹⁶ Sec. 284.002. Definitions. (11) "*Municipal park*" For the exclusion of Node support poles in a Municipal park under Sec. 284.104 to apply, each City must formally zone or designate the applicable areas as a Municipal Park. It may be helpful to have overlay maps showing the "Municipal park". Once formally zoned or designated to install Node Support poles will require a "*municipality's discretionary, nondiscriminatory, and written consent if the public right-of-way is in a municipal park ...*".

¹⁷ Sec. 284.002. Definitions. (12) "*Network node*" is the key term in Chapter 284 for wireless equipment that is broadly written to include essentially the vertical "equipment at a fixed location that *enables* wireless communication". Examples of the equipment are described in some detail subsection (A) as the antenna, and related equipment which some restrictions. Significantly it only includes in (A) (iii) "*coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation.*" The horizontal connecting fiber between a Network node location and a cellular switch is separately defined as "Transport facility", below.

The definition has specific exclusions in subsection (B), such as generators and the pole itself, as a "pole" is a separate item, as defined in "Pole", which includes three other defined term items: "Node support pole", "Service pole", Utility pole".

The exact size limits of a "Network node" are in Sec. 284.003, including ground equipment in Sec. 284.003 (a) (4), and referenced again in Sec. 284.106. Additional restrictions on height of installations are in Sec. 284.103 with a 55-ft. max., and in Sec. 284.108 that equipment must be at least 8 feet above the grade.

- (i) equipment associated with wireless communications;
- (ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and
- (iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

(B) does not include:

- (i) an electric generator;
- (ii) a pole; or
- (iii) a macro tower.

(13) "*Network provider*" means:¹⁸

(A) a wireless service provider; or

(B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:

- (i) network nodes; or
- (ii) node support poles or any other structure that supports or is capable of supporting a network node.

(14) "*Node support pole*"¹⁹ means a pole installed by a network provider for the primary purpose of supporting a network node.

(15) "*Permit*" means a written authorization for the use of the public right-of-way or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

(16) "*Pole*"²⁰ means a service pole, municipally owned utility pole, node support pole, or utility pole.

(17) "*Private easement*" means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

(18) "*Public right-of-way*" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include:

(A) a private easement; or

(B) the airwaves above a public right-of-way with regard to wireless telecommunications.

(19) "*Public right-of-way management ordinance*" means an ordinance that complies with

¹⁸ Sec. 284.002. Definitions. (13) "*Network provider*" is very broad, as it includes a "wireless provider" which is defined below such that it could arguably include any entity that provides a wi-fi hot spot to the public. It is not limited to a CMRS provider (Cellular telephone) licensed by the FCC, or an entity that installs for them, as was in prior drafts of the bill.

¹⁹ Sec. 284.002. Definitions. (14) "*Node support pole*" is a new pole installed just to support a network node facility. It is the essentially the same as a "Tower" in the FCC Section 6409 Rules, 47 C.F.R. § 1.40001 (b) (9) "*Tower*. Any structure built for the sole or primary purpose of supporting any Commission-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site."

²⁰ Sec. 284.002. Definitions. (16) "*Pole*" includes three other defined term items: "Node support pole", "Service pole", Utility pole". This is key as to what is included as mandated access and use in Sec. 284.101 (a) (3). As noted above, "Decorative pole" is excluded from "Service pole". So, there is no mandated access or use of a "Decorative pole".

Subchapter C.²¹

(20) "*Public right-of-way rate*" means an annual rental charge paid by a network provider to a municipality related to the construction, maintenance, or operation of network nodes within a public right-of-way in the municipality.²²

(21) "*Service pole*"²³ means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:

- (A) a pole that supports traffic control functions;
- (B) a structure for signage;
- (C) a pole that supports lighting, other than a decorative pole; and
- (D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

(22) "*Transport facility*"²⁴ means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

(23) "*Utility pole*" means a pole that provides:

- (A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or

²¹ Sec. 284.002. Definitions (19) "*Public right-of-way management ordinance*" This is a RoW Ord. conforming to Subchapter C, which includes Sec. 284.101-284.110.

²² Sec. 284.002. Definitions (20) "*Public right-of-way rate*" Significantly the RoW fee is a "rental charge", which supports value-based charge as opposed to a cost based fee. It is CPI adjusted. Sec. 284.054.

²³ Sec. 284.002. Definitions (20) "*Service pole*" broadly includes city traffic signal poles, non-decorative street lights, street signs, but subsection (D) is limited to other city poles that are "supporting only network nodes." It is not clear what that would include, but seems to be fully in the City's discretion which poles the city owns that are "supporting only network nodes."

Significantly Section 284.108 allows the city in the Design manual to require "an industry standard pole load analysis" with any request to place network nodes on a "Service Pole".

Additionally, while access to Service Poles is mandated, in accordance with Sect. 284.056 use of "Service Poles", and Sec. 284.101 (a) (3) use of "Poles", including "Service Poles", are "subject to an agreement with the municipality that does not conflict with this chapter", i.e., additional details that conforms with Chapter 284, as well as a RoW Management Ord., as defined above. The rate for attaching to a "Service Pole is \$20 per year. Sec. 284.057.

²⁴ Sec. 284.002. Definitions (22) "*Transport facility*" is the physical connection using fiber-optic cable between the Network node in the rights-of-way and the cellular network's mobile switching location, which in most instances is on private property. The length of the fiber-optic cable can be a short length or be several miles in length. The function the fiber-optic cable provides is called "backhaul" in the wireless industry; the definition of Transport facility states it is "for the purpose of providing backhaul for network nodes." It is crucial to distinguish the Transport facility from the Network node. Typically, the Transport facility is a physical line in the ROW (generally running horizontally and parallel to the ROW and the Network node is a facility in the ROW standing vertically and typically perpendicular to the ROW. Section 284.055 provides for a separate minimum fee/rate that is paid for installation of a Transport facility and it is subject to its own "shot clock" under Sec. 284.154. Those sections must be reviewed and understood in detail to distinguish the rate paid for installation of a "Network Node" in the ROW and the fee paid for installation of a Transport Facility and the shot clock for each.

(B) services of a telecommunications provider, as defined by Section 51.002, Utilities Code.

(24) "*Wireless service*"²⁵ means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

(25) "*Wireless service provider*"²⁶ means a person that provides wireless service to the public.

Sec. 284.003. LIMITATION ON SIZE OF NETWORK NODES.²⁷

(a) Except as provided by Section 284.109, a network node to which this chapter applies must conform to the following conditions:

(1) each antenna that does not have exposed elements and is attached to an existing structure or pole:

- (A) must be located inside an enclosure of not more than six cubic feet in volume;
- (B) may not exceed a height of three feet above the existing structure or pole; and
- (C) may not protrude from the outer circumference of the existing structure or pole

by more than two feet;

(2) if an antenna has exposed elements and is attached to an existing structure or pole, the antenna and all of the antenna's exposed elements:

- (A) must fit within an imaginary enclosure of not more than six cubic feet;
- (B) may not exceed a height of three feet above the existing structure or pole; and
- (C) may not protrude from the outer circumference of the existing structure or pole

by more than two feet;

(3) the cumulative size of other wireless equipment associated with the network node attached to an existing structure or pole may not:

- (A) be more than 28 cubic feet in volume; or
- (B) protrude from the outer circumference of the existing structure or pole by more than two feet;

(4) ground-based enclosures, separate from the pole, may not be higher than three feet six inches from grade, wider than three feet six inches, or deeper than three feet six inches; and

(5) pole-mounted enclosures may not be taller than five feet.

(b) The following types of associated ancillary equipment are not included in the calculation of equipment volume under Subsection (a):

- (1) electric meters;
- (2) concealment elements;
- (3) telecommunications demarcation boxes;

²⁵ Sec. 284.002. Definitions (24) "*Wireless service*" is very broadly defined that could arguably include any entity that provides a wi-fi hot spot to the public. It is not limited to a CMRS provider (Cellular telephone) licensed by the FCC, or an entity that installs for them, as was in prior drafts of the bill.

²⁶ Sec. 284.002. Definitions (25) "*Wireless service provider*" is very broadly defined to include any provider of a "Wireless service", a wi-fi provider to the public. It is not limited to a CMRS provider (Cellular telephone) licensed by the FCC, or an entity that installs for them, as was in prior drafts of the bill.

²⁷ Sec. 284.003. Limitation on Size of Network Node is not limited to the size of an iPad, as some have suggested. However, it is important to note that the maximum sizes in Sec. 284.003 may not be expanded upon, as reiterated in Sec. 284.109 (no expansion exceeding Sec. 284.003 without city approval); and Sec. 284.157 (b) (1) (A)-(B) and (d) (3), even if an initial installation was smaller than in Sec. 284.003, it can only expand up to the sizes in Sec. 284.003.

- (4) grounding equipment;
- (5) power transfer switches;
- (6) cut-off switches; and
- (7) vertical cable runs for the connection of power and other services.

(c) Equipment attached to node support poles may not protrude from the outer edge of the node support pole by more than two feet.

(d) Equipment attached to a utility pole must be installed in accordance with the National Electrical Safety Code, subject to applicable codes, and the utility pole owner's construction standards.

SUBCHAPTER B. USE OF PUBLIC RIGHT-OF-WAY

Sec. 284.051. APPLICABILITY OF SUBCHAPTER. This subchapter applies only to activities related to transport facilities for network nodes, activities of a network provider collocating network nodes in the public right-of-way or installing, constructing, operating, modifying, replacing, and maintaining node support poles in a public right-of-way, and municipal authority in relation to those activities.

Sec. 284.052. EXCLUSIVE USE PROHIBITED. A municipality may not enter into an exclusive arrangement with any person for use of the public right-of-way for the construction, operation, marketing, or maintenance of network nodes or node support poles.

Sec. 284.053. ANNUAL PUBLIC RIGHT-OF-WAY RATE.²⁸

(a) A public right-of-way rate for use of the public right-of-way may not exceed an annual amount equal to \$250 multiplied by the number of network nodes installed in the public right-of-way in the municipality's corporate boundaries.

(b) At the municipality's discretion, the municipality may charge a network provider a lower rate or fee if the lower rate or fee is:

- (1) nondiscriminatory;
- (2) related to the use of the public right-of-way; and
- (3) not a prohibited gift of public property.

²⁸ Sec. 284.053 Annual Public Right-of-Way rate is the rate paid annual for each network node site. It is CPI adjusted, Sec. 284.054. This is a separate min. fee for "Transport facilities", see Sec. 284.055; and a separate fee for attachments to "Service Poles" of \$20/year. Sec. 284.056. Note this is no separate fee for a node support pole.

It should also be noted that in city testimony in the Senate and House several cities raised Tex. Constitutional issues concerning the level of these rental rates. Article III, Section 52, of the Texas Constitution, provides that "the Legislature shall have no power to authorize any...city...to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever..."

Chap. 284 caps the rental fee paid by a network provider to place facilities in the public rights-of-way at \$250 per network node site annually. That amount is significantly below the typical market rate for that use. As a comparison, the as-filed version of the bill provided for a \$1,000 rental fee and in 2015-2017 cities negotiated agreements with network providers with rates of up to \$2,500 per network node. Cities argued, and may do so in future litigation, that Chap. 284 has rental rates that are a prohibited "grant [of] public money or thing of value in aid of, or to any individual, association or corporation"; that the rates are so low that access and use of the public rights-of-way is no more than a government subsidy to network providers that is prohibited by Article III, Section 52.

Sec. 284.054. PUBLIC RIGHT-OF-WAY RATE ADJUSTMENT.²⁹

(a) In this section, "consumer price index" means the annual revised Consumer Price Index for All Urban Consumers for Texas, as published by the federal Bureau of Labor Statistics.

(b) A municipality may adjust the amount of the public right-of-way rate not more often than annually by an amount equal to one-half the annual change, if any, in the consumer price index. The municipality shall provide written notice to each network provider of the new rate, and the rate shall apply to the first payment due to the municipality on or after the 60th day following that notice.

Sec. 284.055. USE OF PUBLIC RIGHT-OF-WAY AND APPLICABLE RATE.³⁰

(a) A network provider that wants to connect a network node to the network using the public right-of-way may:

- (1) install its own transport facilities subject to Subsection (b); or

²⁹ Sec. 284.054 Public Right-of-Way Rate Adjustment is the CPI adjustment for the Sec. 284.053 "public right-of-way rate" for the network nodes installed should made be annually on the \$250 network node rate. While it does not seem to include CPI adjustments to Sec. 284.055 fees/rates paid for transport facilities or the fee/rate paid under Sec. 284.056 for collocations/pole attachment to "Service poles", arguably through Sec. 284.051 "Applicability of Subchapter" it may include CPI adjustments to those two sections, as they are part of the subchapter B, but it likely would not apply to application and permit fees in Sec. 284.156, in subchapter D. Each application and or permit should require contact information, and that it be updated annually, as notice is required to be sent to all Network providers in the city.

³⁰ Sec. 284.055 Use of the Public Right-of-Way and Applicable Rate under Sec. 284.055 (b) (2) *is the Transport facility separate minimum fee/rate due for installation of a Transport facility* under Section 284.055 (a), and in addition to the payment for the network node site under Sec. 284.053. The minimum Transport facility payment is roughly equivalent to the fee that a Certificated Telecommunication Provider ("CTP") would pay under Chapter 283 of the Local Government Code for a category 3 access line fee for a private-line service with two termination points at \$14 per month per termination point. This section likewise assumes there are at least two termination points for each Network Node, at \$14 per termination point. During the contemporary stakeholder meetings in the Senate Conference room on the bill in the spring of 2017 between City representatives, the industry and with Senate staff they discussed the recent Public Utility Commission of Texas ("PUC") case in PUC Docket No. 45280, *Complaint of ExteNet Network Systems, Inc. Against the City of Houston for Imposition of Fees for Use of Public Right of Way*, Order signed on May 10, 2017 ("*ExteNet Order*"). This minimum fee for Transport facilities was included in the bill with full acknowledgement of *ExteNet Order*.

The Transport facility rate under Section 284.055 rate is a minimum of \$28 multiplied by the number of Network node locations. However, if the Network provider is already paying the city an amount equal to or greater than that amount in other municipal ROW fees, i.e., access line fees under Chapter 283, Tex. Loc. Gov. Code, or cable franchise fees under Chap. 66, Tex. Utility Code, then the fees under Section 284.055 do not apply.

In order to calculate the amount due for Transport facilities under Sec. 284.055 the city will need to know how many Network nodes there are, then multiply that amount by \$28 and compare it to the amount the Network provider pays the city under Chapter 283 or Chap. 66 for that same period. If the payment under Chapter 283 or Chap. 66 is more, then nothing is due under Chapter 284.055; if it is less, then the difference is due. This minimum payment for installation of a Transport facility is to ensure that providers that only install "backhaul" under Chapter 283 with no access line fees (which is one and the same as a Transfer facility under Chap. 284), pay at least the minimum amount under Sec. 284.055.

(2) obtain transport service from a person that is paying municipal fees to occupy the public right-of-way that are the equivalent of not less than \$28 per node per month.

(b) A network provider may not install its own transport facilities unless the provider:

(1) has a permit to use the public right-of-way; and

(2) pays to the municipality a monthly public right-of-way rate for transport facilities in an amount equal to \$28 multiplied by the number of the network provider's network nodes located in the public right-of-way for which the installed transport facilities provide backhaul unless or until the time the network provider's payment of municipal fees to the municipality exceeds its monthly aggregate per-node compensation to the municipality.

(c) A public right-of-way rate required by Subsection (b) is in addition to any public right-of-way rate required by Section 284.053.

Sec. 284.056. COLLOCATION OF NETWORK NODES ON SERVICE POLES.³¹ A municipality, subject to an agreement with the municipality that does not conflict with this chapter, shall allow collocation of network nodes on service poles on nondiscriminatory terms and conditions and at a rate not greater than \$20 per year per service pole.

Sec. 284.057. PROHIBITION ON OTHER COMPENSATION. A municipality may not require a network provider to pay any compensation other than the compensation authorized by this chapter for the right to use a public right-of-way for network nodes, node support poles, or transport facilities for network nodes.

SUBCHAPTER C. ACCESS AND APPROVALS

Sec. 284.101. RIGHT OF ACCESS TO PUBLIC RIGHT-OF-WAY. (a) Except as specifically provided by this chapter, and subject to the requirements of this chapter and the approval of a permit application, if required, a network provider is authorized, as a permitted use, without need for a special use permit or similar zoning review and not subject to further land use approval, to do the following in the public right-of-way:

(1) construct, modify, maintain, operate, relocate, and remove a network node or node support pole;

(2) modify or replace a utility pole or node support pole; and

(3) collocate on a pole, subject to an agreement with the municipality that does not conflict with this chapter.³²

³¹ Sec. 284.056. Collocation on Service Poles. While access to Service Poles is mandated, in accordance with Sec. 284.056, prior to use of "Service Poles" they are "subject to an agreement with the municipality that does not conflict with this chapter", i.e., additional details that conforms with Chapter 284; and similarly, under Sec. 284.101 (a) (3) use of "Poles", including "Service Poles", are also subject to an identical agreement; and in Sec. 284.101 (b) states that they are also subject to a RoW Management Ord., as defined above.

³² Sec. 284.101, Right of Access to ROW. Sec. 284.101 (a) (1) - (2) mandate access to ROW for Network nodes and Node support poles, similar to Chapter 283 for CTPs. *However, what is new in this Chap. 284 is mandated access to use and collocate on Service poles in Sec. 284.101 (a) (3) (and in Sec. 284.056.)* However, prior to use of "Service Poles" they are "subject to an agreement with the municipality that does not conflict with this chapter", i.e., additional details that conforms with Chapter 284; and under Sec. 284.101 (b) use of "Poles", including "Service Poles", they are also subject to a RoW Management Ord., as defined above.

(b) A network provider taking an action authorized by Subsection (a) is subject to applicable codes, including applicable public right-of-way management ordinances.

Sec. 284.102. GENERAL CONSTRUCTION AND MAINTENANCE REQUIREMENTS. A network provider shall construct and maintain network nodes and node support poles described by Section 284.101 in a manner that does not:

- (1) ³³ obstruct, impede, or hinder the usual travel or public safety on a public right-of-way;
- (2) obstruct the legal use of a public right-of-way by other utility providers;
- (3) violate nondiscriminatory applicable codes;
- (4) violate or conflict with the municipality's publicly disclosed public right-of-way design specifications; or
- (5) violate the federal Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.).

Sec. 284.103. GENERAL LIMITATION ON PLACEMENT OF POLES. A network provider shall ensure that each new, modified, or replacement utility pole or node support pole installed in a public right-of-way in relation to which the network provider received approval of a permit application does not exceed the lesser of:

- (1) 10 feet in height above the tallest existing utility pole located within 500 linear feet of the new pole in the same public right-of-way; or
- (2) 55 feet above ground level.

Sec. 284.104. INSTALLATION IN MUNICIPAL PARKS AND RESIDENTIAL AREAS.

(a) A network provider may not install a new node support pole in a public right-of-way without the municipality's discretionary, nondiscriminatory, and written consent if the public right-of-way is in a municipal park³⁴ or is adjacent to a street or thoroughfare that is:

³³ Sec. 284.102. General Limitations on Placement of Poles. Sec. 284.102 (1) provides broad guidelines where a Chap. 284 installation cannot “obstruct, impede, or hinder the usual travel or public safety on a public right-of-way”. These terms should be cited in promulgating Network Node regulations in any RoW Management Ord. or Design Manual standards for placement of Network Nodes to evidence the underlying authority reserved in Chapter 284, as well as the police power authority reserved in the whereas clauses cited above in Sec. 284.001 (a) (2), and (c) and the general police power authority reservation in Sec. 284.301, which is still subject to Chap. 284. See also, Sec. 284.151. Prohibitions of Certain Municipal Actions. This is the broad preemption of city police powers except as allowed by Ch. 284.

³⁴ Sec. 284.104. Installations in Municipal Parks and Residential Areas. For the exclusion of Node support poles in Municipal park and Residential area to apply, each city must formally zone or designate the applicable areas as a Municipal park or if undeveloped, as residential. It may be helpful to have overlay maps showing the “Municipal park” and if undeveloped, as residential. Once so designated (or used as residential) to install Node Support poles will require a “*municipality's discretionary, nondiscriminatory, and written consent if the public right-of-way is in a municipal park ...*”.

To exclude by designation or zoning new Node support poles from residential areas except with city discretionary consent, two criteria need to be met: The “street” must be no more than 50 ft. wide, *and* the street must be “adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions”. The term “street” was used—not ROW. Seems a street is a subset of ROW, which would include the paved roadbed, curb to curb. Note this

(1) not more than 50 feet wide; and
(2) adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

(b)³⁵ In addition to the requirement prescribed by Subsection (a), a network provider installing a network node or node support pole in a public right-of-way described by Subsection (a) shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

Sec. 284.105. INSTALLATION IN HISTORIC OR DESIGN DISTRICTS.³⁶

(a) A network provider must obtain advance approval from a municipality before collocating new network nodes or installing new node support poles in an area of the municipality zoned or otherwise designated as a historic district or as a design district if the district has decorative poles. As a condition for approval of new network nodes or new node support poles in a historic district or a design district with decorative poles, a municipality may require reasonable design or concealment measures for the new network nodes or new node support poles. A municipality may request that a network provider comply with the design and aesthetic standards of the historic or design district and explore the feasibility of using certain camouflage measures to improve the aesthetics of the new network nodes, new node support poles, or related ground equipment, or any portion of the nodes, poles, or equipment, to minimize the impact to the aesthetics in a historic district or on a design district's decorative poles.

(b) This section may not be construed to limit a municipality's authority to enforce historic preservation zoning regulations consistent with the preservation of local zoning authority under 47 U.S.C. Section 332(c)(7), the requirements for facility modifications under 47 U.S.C. Section 1455(a), or the National Historic Preservation Act of 1966 (54 U.S.C. Section 300101 et seq.), and the regulations adopted to implement those laws.

Sec. 284.106. EQUIPMENT CABINETS. A network provider shall ensure that the vertical height of an equipment cabinet installed as part of a network node does not exceed the height limitation prescribed by Section 284.003, subject to approval of the pole's owner if applicable.

Sec. 284.107. COMPLIANCE WITH UNDERGROUNDING REQUIREMENT.³⁷

does not seem to exclude Network node installations on other existing “poles” in Municipal parks or residential areas, except as may be otherwise excluded in Ch. 284.

³⁵ Sec. 284.104 (b), however, under Sec. 284.104 (b), both Network nodes and node support poles in designated residential areas *must comply with private deed restrictions and other private restrictions in the area*, i.e., if wireless facilities are excluded, then neither installations would not be allowed; or if concealment/stealth is required, that must be complied with, as well as any ground size limitations.

³⁶ Sec. 284.105 Installations in Historic and Designs districts. For the City to apply stealth conditions to network nodes or node support poles in Historic and Design districts as are authorized by Section 284.105, each City must formally zone or designate applicable areas as Historic or Design districts, and it would be helpful to have overlay maps showing the Historic or Design districts. Once so designated to collocate network nodes or installing new node support poles will require “advance approval” with conditions on stealth/concealment requirements. Note minimum criteria for a Design district is that it must have Decorative poles.

³⁷ Sec. 284.107 Compliance with Undergrounding Requirement. This a broadly worded provision *excluding overhead Network nodes and new Node support poles in areas at that have “... nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a*

(a) A network provider shall, in relation to installation for which the municipality approved a permit application, comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.

(b) A requirement or restriction described by Subsection (a) may not be interpreted to prohibit a network provider from replacing an existing structure.

Sec. 284.108. DESIGN MANUAL.³⁸ (a) A municipality may adopt a design manual for the installation and construction of network nodes and new node support poles in the public right-of-way that includes additional installation and construction details that do not conflict with this chapter. The design manual may include:

(1) a requirement that an industry standard pole load analysis be completed and submitted to the municipality indicating that the service pole to which the network node is to be attached will safely support the load; and

(2) a requirement that network node equipment placed on new and existing poles be placed more than eight feet above ground level.

(b) A network provider shall comply with a design manual, if any, in place on the date a permit application is filed in relation to work for which the municipality approved the permit application. A municipality's obligations under Section 284.154 may not be tolled or extended pending the adoption or modification of a design manual.

Sec. 284.109. EXCEPTIONS.³⁹ Subject to Subchapter D, a network provider may construct, modify, or maintain in a public right-of-way a network node or node support pole that exceeds the height or distance limitations prescribed by this chapter only if the municipality approves the construction, modification, or maintenance subject to all applicable zoning or land use regulations and applicable codes.

public right-of-way without first obtaining zoning or land use approval.” Undergrounding requirements should be clearly available to protect existing undergrounding areas, and there should be clear designations of future areas that may require underground facilities, within the bounds of existing law, particularly as it has been developed as to electrical utility distribution or transmission facilities.

³⁸ Sec. 284.108 Design Manual. The Design manual is an excellent tool to assist the city in having consistent uniform standards for wireless facilities. As is typical, whatever the Design standards are at the time of the application is submitted apply, thus it is imperative to have a design manual in place by Sept. 1, 2017. It should be noted that in public testimony at the House Committee from the industry (AT&T), as agreed to by the sponsor of the bill (Rep. Geren), the city can include minimum distance spacing requests between Node support poles in the ROW and limit the number of network nodes per site. It is also suggested that the specific allowance of “an industry standard pole load analysis” should be required of all applications to use city Service poles.

³⁹ Sec. 284.109. Exceptions to size limits require city discretionary consent. This Section further supports that the city is acting in a proprietary manner on behalf of the State in not allowing section 6409 unilateral expansion claims without further city approval beyond the maximum sizes in Sec. 284.003; similarly, in Sec. 284.157 (b) (1) (A)-(B) and (d) (3), even if an initial installation was smaller than in Sec. 284.003, it can only expand up to the sizes in Sec. 284.003, similarly does not allow section 6409 expansions without further city approval. The reference to subsection D is specifically to Sec. 284.157 (b) and (d) (3) the allowance of increases in size when the initial installation was less than the maximum allowed under sec. 284.003.

Sec. 284.110. DISCRIMINATION PROHIBITED. A municipality, in the exercise of the municipality's administrative and regulatory authority related to the management of and access to the public right-of-way, must be competitively neutral with regard to other users of the public right-of-way.

SUBCHAPTER D. APPLICATIONS AND PERMITS

Sec. 284.151. PROHIBITION OF CERTAIN MUNICIPAL ACTIONS.⁴⁰ (a) Except as otherwise provided by this chapter, a municipality may not prohibit, regulate, or charge for the installation or collocation of network nodes in a public right-of-way.

(b) A municipality may not directly or indirectly require, as a condition for issuing a permit required under this chapter, that the applicant perform services unrelated to the installation or collocation for which the permit is sought, including in-kind contributions such as reserving fiber, conduit, or pole space for the municipality.

(c) A municipality may not institute a moratorium, in whole or in part, express or de facto, on:

(1) filing, receiving, or processing applications; or

(2) issuing permits or other approvals, if any, for the installation of network nodes or node support poles.

Sec. 284.152. AUTHORITY TO REQUIRE PERMIT.⁴¹ (a) Except as otherwise provided by this chapter, a municipality may require a network provider to obtain one or more permits to install a network node, node support pole, or transport facility in a public right-of-way if the permit:

(1) is of general applicability to users of the public right-of-way;

(2) does not apply exclusively to network nodes; and

(3) is processed on nondiscriminatory terms and conditions regardless of the type of entity submitting the application for the permit.

(b) A network provider that wants to install or collocate multiple network nodes inside the territorial jurisdiction of a single municipality is entitled to file a consolidated permit application with the municipality for not more than 30 network nodes and receive permits for the installation or collocation of those network nodes.

⁴⁰ Sec. 284.151. Prohibitions of Certain Municipal Actions. This is a preemption of city police powers except as allowed by Ch. 284. See also Sec. 284.301 (a) "Subject to Chapter 284", there is a general police power authority reservation. And Sec. 284.102 (1) has broad categories of prohibitions on installations to not "obstruct, impede, or hinder the usual travel or public safety on a public right-of-way" that support promulgating Network Node regulations in RoW Management Ord. or Design Manual standards for placement of Network Node based on the underlying authority reserved in Sec. 284.301, as well as the police power authority reserved in the whereas clause cited above in Sec. 284.001 (a) (2), and (c).

⁴¹ Sec. 284.152. Authority to Require Permit. This section expressly allows the requirement of a permit for network node, node support pole, or transport facility. (Omitted from the list are cable's Micro network nodes that are lashed among lines between poles.) Note that subsection (b) that allows "a consolidated permit application with the municipality for not more than 30 network nodes..." This 30-network node application should be considered in light of the tight shot requirements of Sec. 284.154, particularly the 10-day review time for completeness of an application for a Transfer facility and the 30 days for the other applications.

Sec. 284.153. GENERAL PROCESS RELATING TO PERMIT APPLICATION.⁴² (a) Except as otherwise provided by this section, a municipality may not require an applicant to provide more information to obtain the permit than a telecommunications utility that is not a network provider is required to provide unless the information directly relates to the requirements of this chapter.

(b) As part of the standard form for a permit application, a municipality may require the applicant to include applicable construction and engineering drawings and information to confirm that the applicant will comply with the municipality's publicly disclosed public right-of-way design specifications and applicable codes.

(c) A municipality may require an applicant to provide:

(1) information reasonably related to the provider's use of the public right-of-way under this chapter to ensure compliance with this chapter;

(2) a certificate that the network node complies with applicable regulations of the Federal Communications Commission; and

(3) certification that the proposed network node will be placed into active commercial service by or for a network provider not later than the 60th day after the date the construction and final testing of the network node is completed.

Sec. 284.154. MUNICIPAL REVIEW PROCESS. (a) A municipality shall process each permit application on a nondiscriminatory basis.

(b) Not later than the 30th day after the date the municipality receives an application for a permit for a network node or node support pole, or the 10th day after the date the municipality receives an application for a permit for a transport facility,⁴³ the municipality shall determine whether the application is complete and notify the applicant of that determination. If the municipality determines that the application

⁴² Sec. 284.153. General Process Relating to Permit Application. In an application, a municipality *may ask* what is asked of “a telecommunications utility” and “*information directly relates to the requirements of this chapter*”.

Subsection (b) suggest a “standard form” application which may require “*applicable construction and engineering drawings and information to confirm that the applicant will comply with the municipality's publicly disclosed public right-of-way design specifications and applicable codes.*”

Subsection (c) allows a city to request information on compliance with chapter 284 and a certification of compliance with FCC regulations.

⁴³ Sec. 284.154. Municipal Review Process. This section sets out the shot clock times to determine completeness of an application and to act on it, that is to approve or deny it within the specified time allowed. There are different times for different installations. There is a much shorter shot clock under Sec. 284.154 for “*Transport facility*” installations, which are the physical fiber horizontal connections between the Network Node in the rights-RoW and the cellular network’s mobile switching location that is on private property in most instances. It is termed “backhaul” in the industry, and the definition of Transport facility states that it is “for the purpose of providing backhaul for network nodes.”

It is critical to distinguish this fiber Transport facility “horizontal” installation from the “vertical installation” of the Network node itself to calculate the shot clock time frames. Subsection (b) allows 10 days to review the Transport facility application for completeness, as opposed to 30 days for network node or node support pole; and Subsection (d) only allows 21 days to act to approve or deny an application on the Transport facility permit, as opposed to 60 days for network node or 150 days for a new Node support pole.

is not complete, the municipality shall specifically identify the missing information.

(c) A municipality shall approve an application that does not require zoning or land use approval under this chapter unless the application or the corresponding work to be performed under the permit does not comply with the municipality's applicable codes or other municipal rules, regulations, or other law that is consistent with this chapter.

(d) A municipality must approve or deny an application for a node support pole not later than the 150th day after the date the municipality receives the complete application. A municipality must approve or deny an application for a network node not later than the 60th day after the date the municipality receives the complete application. A municipality must approve or deny an application for a transport facility not later than the 21st day after the date the municipality receives a complete application. An application for a permit for a node support pole, network node, or transport facility shall be deemed approved if the application is not approved or denied on or before the applicable date for approval or denial prescribed by this subsection.

(e) A municipality that denies a complete application must document the basis for the denial, including the specific applicable code provisions or other municipal rules, regulations, or other law on which the denial was based. The municipality shall send the documentation by electronic mail to the applicant on or before the date the municipality denies the application.

(f) Not later than the 30th day after the date the municipality denies the application, the applicant may cure the deficiencies identified in the denial documentation and resubmit the application without paying an additional application fee, other than a fee for actual costs incurred by the municipality. Notwithstanding Subsection (d), the municipality shall approve or deny the revised completed application after a denial not later than the 90th day after the date the municipality receives the completed revised application. The municipality's review of the revised application is limited to the deficiencies cited in the denial documentation.

Sec. 284.155. TIME OF INSTALLATION. (a) A network provider shall begin the installation for which a permit is granted not later than six months after final approval and shall diligently pursue the installation to completion.

(b) Notwithstanding Subsection (a), the municipality may place a longer time limit on completion or grant reasonable extensions of time as requested by the network provider.

Sec. 284.156. APPLICATION FEES.⁴⁴ (a) A municipality may charge an application fee for a permit only if the municipality requires the payment of the fee for similar types of commercial development inside the municipality's territorial jurisdiction other than a type for which application or permit fees are not allowed by law.

(b) The amount of an application fee charged by a municipality may not exceed the lesser of:

(1) the actual, direct, and reasonable costs the municipality determines are incurred in granting or processing an application that are reasonably related in time to the time the costs of

⁴⁴ Sec. 284.152 requires a permit for a Network node, Node support pole and Transfer facility, thus an application is required. Sec. 284.156 (a) allows a city to charge a permit fee "if the municipality requires the payment of the fee for similar types of commercial development inside the municipality's territorial jurisdiction other than a type for which application or permit fees are not allowed by law". Although inartfully written, it seems that either under a city's home rule authority or under Sec. 283.156 (b) the application fee for a Network node, Node support pole or Transfer facility is the lesser of: actual cost or \$500 for an application including up to 5 Network nodes, and \$250 for each additional Network node on a permit and a \$1,00 for a pole. Subsection (c) has restrictions on what may be included in "cost".

granting or processing an application are incurred; or

(2) \$500 per application covering up to five network nodes, \$250 for each additional network node per application, and \$1,000 per application for each pole.

(c) In determining for purposes of Subsection (b)(1) the amount of the actual, direct, and reasonable costs, the municipality may not:

(1) include costs incurred by the municipality in relation to third-party legal or engineering review of an application; or

(2) direct payments or reimbursement of third-party public right-of-way rates or fees charged on a contingency basis or under a result-based arrangement.

Sec. 284.157. CERTAIN WORK EXEMPTED.⁴⁵ (a) Notwithstanding any other provision of this chapter, a municipality may not require a network provider to submit an application, obtain a permit, or pay a rate for:

(1) routine maintenance that does not require excavation or closing of sidewalks or vehicular lanes in a public right-of-way;

(2) replacing or upgrading a network node or pole with a node or pole that is substantially similar in size or smaller and that does not require excavation or closing of sidewalks or vehicular lanes in a public right-of-way; or

(3) the installation, placement, maintenance, operation, or replacement of micro network nodes that are strung on cables between existing poles or node support poles, in compliance with the National Electrical Safety Code.

(b) For purposes of Subsection (a)(2):

(1) a network node or pole is considered to be "substantially similar" if:

(A) the new or upgraded network node, including the antenna or other equipment element, will not be more than 10 percent larger than the existing node, provided that the increase may not result in the node exceeding the size limitations provided by Section 284.003; and

(B) the new or upgraded pole will not be more than 10 percent higher than the existing pole, provided that the increase may not result in the pole exceeding the applicable height limitations prescribed by Section 284.103;

(2) the replacement or upgrade does not include replacement of an existing node support pole; and

(3) the replacement or upgrade does not defeat existing concealment elements of a node support pole.

(c) The determination under Subsection (b)(1) of whether a replacement or upgrade is substantially similar is made by measuring from the dimensions of the network node or node support pole as approved by the municipality.

(d) Notwithstanding Subsection (a):

(1) a municipality may require advance notice of work described by that subsection;

(2) a network provider may replace or upgrade a pole only with the approval of the pole's owner; and

⁴⁵ Sec. 284.157. Certain Work Exempted. This sections primary concerns when a permit is not required. It also clearly caps the size to what is allowed under Sec. 284.003. Section 284.157 (b) (1) (A)-(B) and (d) (3) does not allow expansion in size beyond the max. in Sec. 284.003, even if an initial installation was smaller than in Sec. 284.003. This further supports that the city is acting in a proprietary manner on behalf of the State in not allowing section 6409 unilateral expansion claims without further city approval beyond the maximum sizes in Sec. 284.003. See also: Sec. 284.109. Exceptions to size limits require city discretionary consent.

(3) the size limitations may not in any event exceed the parameters prescribed by Section 284.003 without the municipality's approval in accordance with Section 284.109, with the municipality acting on behalf of this state as the fiduciary trustee of public property.

SUBCHAPTER E. ACCESS TO MUNICIPALLY OWNED UTILITY POLES

Sec. 284.201. USE OF MUNICIPALLY OWNED UTILITY POLES. (a) The governing body of a municipally owned utility shall allow collocation of network nodes on municipally owned utility poles on nondiscriminatory terms and conditions and pursuant to a negotiated pole attachment agreement, including any applicable permitting requirements of the municipally owned utility.

(b) The annual pole attachment rate for the collocation of a network node supported by or installed on a municipally owned utility pole shall be based on a pole attachment rate consistent with Section 54.204, Utilities Code, applied on a per-foot basis.

(c) The requirements of Subchapters B, C, and D applicable to the installation of a network node supported by or installed on a pole do not apply to a network node supported by or installed on a municipally owned utility pole.

SUBCHAPTER F. EFFECT ON OTHER UTILITIES AND PROVIDERS

Sec. 284.251. DEFINITIONS. In this subchapter:

(1) "*Cable service*" and "video service" have the meanings assigned by Section 66.002, Utilities Code.

(2) "*Electric cooperative*" has the meaning assigned by Section 11.003, Utilities Code.

(3) "*Electric utility*" has the meaning assigned by Section 31.002, Utilities Code.

(4) "*Telecommunications provider*" has the meaning assigned by Section 51.002, Utilities Code.

(5) "*Telephone cooperative*" has the meaning assigned by Section 162.003, Utilities Code.

Sec. 284.252. EFFECT ON INVESTOR-OWNED ELECTRIC UTILITIES, ELECTRIC COOPERATIVES, TELEPHONE COOPERATIVES, AND TELECOMMUNICATIONS PROVIDERS. Nothing in this chapter shall govern attachment of network nodes on poles and other structures owned or operated by investor-owned electric utilities, electric cooperatives, telephone cooperatives, or telecommunications providers. This chapter does not confer on municipalities any new authority over those utilities, cooperatives, or providers.

Sec. 284.253. EFFECT ON PROVIDERS OF CABLE SERVICES OR VIDEO SERVICES. (a) An approval for the installation, placement, maintenance, or operation of a network node or transport facility under this chapter may not be construed to confer authorization to provide:

(1) cable service or video service without complying with all terms of Chapter 66, Utilities Code; or

(2) information service as defined by 47 U.S.C. Section 153(24), or telecommunications service as defined by 47 U.S.C. Section 153(53), in the public right-of-way.

(b) Except as provided by this chapter, a municipality may not adopt or enforce any regulations or requirements that would require a wireless service provider, or its affiliate, that holds a cable or video franchise under Chapter 66, Utilities Code, to obtain any additional authorization or to pay any fees based on the provider's provision of wireless service over its network nodes.

SUBCHAPTER G. GENERAL CONDITIONS OF ACCESS

Sec. 284.301. LOCAL POLICE-POWER-BASED REGULATIONS.⁴⁶ (a) Subject to this chapter and applicable federal and state law, a municipality may continue to exercise zoning, land use, planning, and permitting authority in the municipality's boundaries, including with respect to utility poles.

(b) A municipality may exercise that authority to impose police-power-based regulations for the management of the public right-of-way that apply to all persons subject to the municipality.

(c) A municipality may impose police-power-based regulations in the management of the activities of network providers in the public right-of-way only to the extent that the regulations are reasonably necessary to protect the health, safety, and welfare of the public.

Sec. 284.302. INDEMNIFICATION. The indemnification provisions of Sections 283.057(a) and (b) apply to a network provider accessing a public right-of-way under this chapter.

Sec. 284.303. RELOCATION. Except as provided in existing state and federal law, a network provider shall relocate or adjust network nodes in a public right-of-way in a timely manner and without cost to the municipality managing the public right-of-way.

Sec. 284.304. INTERFERENCE. (a) A network provider shall operate all network nodes in accordance with all applicable laws, including regulations adopted by the Federal Communications Commission.

(b) A network provider shall ensure that the operation of a network node does not cause any harmful radio frequency interference to a Federal Communications Commission-authorized mobile telecommunications operation of the municipality operating at the time the network node was initially installed or constructed. On written notice, a network provider shall take all steps reasonably necessary to remedy any harmful interference.

SECTION 2.⁴⁷ (a) In this section, "collocation," "network node," "network provider," and "public right-of-

⁴⁶ Sec. 284.301. Local Police Power-Based regulations. Sec. 284.301 (a) provides that the regulations are subject to chapter 284, otherwise this is a general police power authority reservation. For instance, Sec. 284.102 (1) has broad categories of prohibitions on installations to not "obstruct, impede, or hinder the usual travel or public safety on a public right-of-way" that support promulgating Network node regulations in RoW Management Ord. or Design manual standards for placement of Network node based on the underlying authority reserved in this Sec. 284.301, as well as the police power authority reserved in the whereas clause cited above in Sec. 284.001 (a) (2), and (c). But see also Sec. 284.151. Prohibitions of Certain Municipal Actions. This is the broad preemption of city police powers except as allowed by Ch. 284. Compare with the reservation of city police powers in this Sec. 284.301.

⁴⁷ Section 2. Of the bill is the "grandfathering" section as to agreements between cities and wireless providers currently existing or entered into prior to Sept. 1, 2017. As of Sept. 1, 2017, under subsections (b) and (c) all rates, terms, and conditions in those agreements that are inconsistent with the Chapter 284 are preempted and unenforceable, subject to subsection (d).

Subsection (d) only applies to "network nodes *installed and operational on or after*" Sept. 1, 2017. It is not likely any Network nodes will be installed *and* operational under agreements after Sept. 1, 2017, as Chapter 284 processes will be utilized for those installations, so this Subsection (d) as a practical matter only concerns network nodes installed *and* operational prior to Sept. 1, 2017. The installation date is not key; it is the operational date prior to Sept. 1, 2017 that will trigger this section. To determine the operational date each city must inquire of each provider as its operational date of each network node.

way" have the meanings assigned by Section 284.002, Local Government Code, as added by this Act.

(b) Public/private agreements between a municipality and a network provider for the deployment of network nodes in the public right-of-way on fair and reasonable terms as provided by Chapter 284, Local Government Code, as added by this Act, and corresponding ordinances governing that deployment, are necessary to protect the health, safety, and welfare of the public by facilitating robust and dependable wireless networks. Accordingly, those agreements and ordinances shall be conformed as provided by this section.

(c) Subject to Subsection (d) of this section, the rates, terms, and conditions of agreements and ordinances entered into or enacted before the effective date of this Act shall apply to all network nodes installed and operational before the effective date of this Act.

(d) For all network nodes installed and operational on or after the effective date of this Act:

(1) if a rate, term, or condition of an agreement or ordinance related to the construction, collocation, operation, modification, or maintenance of network nodes does not comply with the requirements of Chapter 284, Local Government Code, as added by this Act, a municipality shall amend the agreement or ordinance to comply with the requirements of Chapter 284, Local Government Code, as added by this Act, and the amended rates, terms, or conditions shall take effect for those network nodes on the six-month anniversary of the effective date of this Act; and

(2) the rates, terms, and conditions of each agreement executed, and each ordinance enacted, on or after the effective date of this Act shall comply with the requirements of Chapter 284, Local Government Code, as added by this Act.

SECTION 3. This Act takes effect September 1, 2017.

Subsection (d) (1). If a city has such network nodes that were “*installed and operational* on or after” Sept. 1, 2017 then Subsection (d) (1) requires that *a city affirmatively amend the agreements* to conform to Chapter 284, with the amendments taking effect 6 months after Sept. 1, 2017. In other words, and network nodes that were both installed and operational on or after Sept. 1, 2017 are grandfathered under the city agreements rates and terms for 6 months after Sept. 1, 2017. However, it seems even if network nodes were installed prior to Sept. 1, few will be activated to be operational before Sept. 1, 2017.

CITY COUNCIL STAFF SUMMARY

Meeting Date: February 26, 2018

Agenda item: 6.11

Prepared by: Curtis Leeth

Reviewed by: Bill Hill

AGENDA ITEM DESCRIPTION: Discussion / action – Approve Ordinance O-2018-003 amending Appendix A – City of Shavano Park Fee schedule to establish small cell network node right-of-way fees, on-site sewage facility fees and amending EMS fees (first reading) - City Manager

X

Attachments for Reference:

- 1) 6.11a Ordinance O-2017-003
- 2) 6.11b EMS Fees Survey of local jurisdictions
- 3) 6.11c Current EMS Fees
- 4) 6.11d Ordinance 200-911-04 (2009 EMS fees)
- 3) 6.11e Septic Fees Background Material

BACKGROUND / HISTORY: This Fee Schedule ordinance includes three separate amendments: Network Providers' Access to Public Rights-of-Way fees, EMS, Rescue / Haz-Mat Fees, and Septic Fees.

- 1) **Network Providers' Access to Public Rights-of-Way Fees.** In the previous agenda item, Ordinance O-2018-002, was considered by Council. These fees enact the network node and other network facility fees described in Ordinance O-2018-002. If the previous Ordinance failed or was otherwise amended to remove the fees Council should motion to remove these fees from Ordinance O-2018-002.
- 2) **EMS Fees.** The City's emergency medical service is a "fee for service" payment model. When the system is used by a resident or guest, the fire department bills for that service. Since the inception of this service, EMS fees have been reviewed and raised once, on 09/15/2009 as part of the FY09-10 budget, since the original rates were set by City Council on September 21, 2004 by Ordinance 200-911-04.
- 3) **Septic Fees.** Water Utility Clerk reports that Septic fees were never included in the fee schedule and that instead that permit fees were calculated the same as any residential permit – on the cost of the job and using Health Inspector contractual fees. Same as solar and roofing permits last year, staff identified septic fees as another small non-building fee being charged by the City based on valuation rather than based upon costs borne by the City. This ordinance aims to improve clarity and make it easier for residents to look up and understand the costs of a septic fee. In addition the new permit fee will result in lower permit costs for residents.

DISCUSSION:

1) Network Providers' Access to Public Rights-of-Way Fees. The fees are the same fees assessed by Balcones Heights and Schertz, TX and comply with Local Government Code Chapter 284.

2) EMS Fees. In reviewing our current EMS fees against our surrounding EMS systems, it was found that Shavano Park's fees were the lowest of the surrounding EMS agencies. Coupled with the cost of providing EMS to our residents and guest, which has increased greatly over the past 9 years. Shavano Park Fire Department is seeking to increase fees, in order to compensate for these ever-increasing costs.

Our current pricing structure is basically half of what the surrounding EMS systems are currently charging. This short coming can leave money on the table for private insurances, Workers Compensation and Federal Partners. Increased funding would offset the current budgeted expenditures for EMS supplies, EMS vehicle maintenance and certification fees, among other items. The chart below shows the current Fire/EMS rates against proposed new rates.

The only fee staff propose removing is the Extra attendant Fee. Centers for Medicare & Medicaid Services no longer reimburses this fee charge and therefore the Fire Department does not currently bill this fee.

EMS Fees	Current	Proposed	Average surrounding area
ALS1 Resident	\$525.00	\$950.00	\$939.13
ALS1 Non-Resident	\$625.00	\$1,050.00	\$972.77
ALS-2 Resident	\$700.00	\$950.00	\$1,075.95
ALS-2 Non-Resident	\$800.00	\$1,050.00	\$1,113.15
BLS Resident	\$450.00	\$900.00	\$869.25
BLS Non-Resident	\$550.00	\$1,000.00	\$886.97
Mileage	\$15.00	\$18.00	\$16.59
Aid Only Resident	\$100.00	\$150.00	\$177.37
Aid Only Non-Resident	\$100.00	\$200.00	\$208.75
Response Only	\$50.00	\$100.00	
Response Only Non-Resident	\$100.00	\$150.00	
Extra attendant	\$100.00	\$0.00	

Note: While these fees are a significant increase in most cases, the cost to the City of many calls will exceed these fees. Payments are frequently made by insurance companies at the amount reimbursed at insurance rates, which are often lower than fees.

Rescue / Haz-Mat Fee. These fees also require update.

Rescue/Haz-Mat Fees	Current	Proposed
Response (LZ, Hazmat, Rescue)	\$400.00	\$575.00
Microbial/Microbial based foam	\$30.00	\$50.00
Alcohol foam	\$30.00	\$50.00
Absorbent (clay/other)	\$15.00	\$50.00
After hours, Standby or Fire Watch	\$50.00	\$50.00

3. Septic Fees.

City	OSSF Permit Fee
Hollywood Park	\$300.00
San Marcos	\$253.75
Shavano Park (avg in 2017)	\$642.80

In 2017 the average septic permit fee charged to a resident was \$642.80, this included the valuation-based permit fee as well as the Health inspector's inspection, plan review and two sites visits. This is notably higher than Hollywood Park or San Marcos (staff was unable to get answer from Bexar County). Staff instead propose a fee that matches the costs borne by the City for permitting a septic system with a clearly defined fee structure:

a. **Permit Fee** – *Staff propose instead a flat permit fee of \$100 to cover City staff time, administration and software costs.* The permit fee has been calculated the same as any residential permit – on the cost of the job. Fee would be less than those charged by other jurisdictions researched by staff and is lower than the average permit cost previously being charged by staff:

b. **Inspection Fees (Health Inspector & BB Inspections)** – *Staff propose including Health Inspector's contracted fees as well as BB Inspections' \$50 flat inspection fee in the fee schedule for clarity and ease of lookup for residents.* Health Inspector's contract states a flat fee of \$250 per site, includes plan review & site visit as well as 2 inspections.

c. **TCEQ Fee** – *Staff recommend adding this TCEQ fee to the fee schedule for clarity and ease of look up for residents.* Sec. 34-188 of Ordinance O-2014-007 includes a \$10 TCEQ fee for each

on-site-sewage facility permit as required by Texas Health and Safety Code 367. This fee was not included in the fee schedule, however.

The total cost for a septic permit pulled by a resident under this proposal would be \$410 (decrease from \$642.80). In addition this new fee structure clearly identifies the cost for the permit fee, Health inspector plan review & inspectors, any plumbing or electrical inspections by BB inspections and a TCEQ fee.

COURSES OF ACTION: Approve Ordinance O-2018-003 amending Appendix A – City of Shavano Park Fee schedule to establish small cell network node right-of-way fees, on-site sewage facility fees and amending EMS fees (first reading); or alternatively decline and give further guidance to staff.

FINANCIAL IMPACT:

- 1) These are new fees and source of revenue for the City partially offset by increased City expenses for staff time and administration of a new permit and monitoring of rights-of-way activity.
- 2) Increased funding would offset the current budgeted expenditures for EMS supplies, EMS vehicle maintenance and certification fees, among other items.
- 3) Minimal impact on City finances with a slight decrease in septic fees revenue collected (about 10 to 15 permits a year are handled by City staff). \$6,428.00 in revenues in year of 2017 would instead become \$4,100 in revenues with new permit fee.

MOTION REQUESTED: Approve Ordinance O-2018-003 amending Appendix A – City of Shavano Park Fee schedule to establish small cell network node right-of-way fees, on-site sewage facility fees and amending EMS fees (first reading).

ORDINANCE NO. O-2018-003

AN ORDINANCE AMENDING APPENDIX A – CITY OF SHAVANO PARK FEE SCHEDULE TO ADD NETWORK PROVIDERS’ ACCESS TO PUBLIC RIGHTS-OF-WAY FEES; AMEND EMS FEES AND TO ADD ON-SITE SEWAGE FACILITY FEES PROVIDING A CUMULATIVE & CONFLICTS CLAUSE, PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Shavano Park adopted Ordinance O-2018-002 adopting Fees for Network Providers’ access to the Public Rights-of-Way; and

WHEREAS, the City Council of the City of Shavano Park desires to amend the EMS Fees for the first time since 2009 to properly account for increased costs for EMS supplies, vehicle maintenance and certification fees since that time; and

WHEREAS, the City of Shavano Park adopted Ordinance O-2014-007 regulating on-site sewage facilities; and

WHEREAS, the City Council of the City of Shavano Park desires to improve clarity and readability for residents the State of Texas and contractor fees related to on-site sewage facilities;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHAVANO PARK, TEXAS:

I

CODE AMENDMENT

Appendix A – City of Shavano Park Fee Schedule, of the City of Shavano Park Code of Ordinances is hereby amended to add the following:

NETWORK PROVIDERS’ ACCESS TO PUBLIC RIGHTS-OF-WAY FEES	
COLOCATION FEE FOR NETWORK NODES ON SERVICE POLES:	
Annual fee for each service pole	\$20.00

NETWORK NODES APPLICATION FEE:	
For each application containing up to five (5) network nodes	\$500.00
For each additional network node beyond five (5)	\$250.00
NETWORK NODE ANNUAL SITE RENTAL FEE:	
For each network node site <i>Note: Adjusted on an annual basis, by an amount equal to one-half of the annual change, if any, in the Consumer Price Index</i>	\$250.00
NODE SUPPORT POLE APPLICATION FEE:	
For each node support pole	\$1000.00
TRANSPORT FACILITY APPLICATION FEE:	
For each application containing up to five (5) network nodes	\$500.00
For each additional network node beyond five (5)	\$250.00
TRANSPORT FACILITY MONTHLY RENTAL FEE:	
For each network node site <i>Note: Not to exceed the monthly aggregate per-note fee</i>	\$28.00

II

CODE AMENDMENT

Appendix A – City of Shavano Park Fee Schedule, Fire/EMS Department Fees, of the City of Shavano Park Code of Ordinances is hereby amended to read as follows:

<u>FIRE/EMS DEPARTMENT</u>	
EMS FEES	
ALS1 Response_ <u>Resident</u>	\$525.00 \$950.00

ALS1 Response Non-Resident	\$1,050.00
ALS2 Response <u>Resident</u>	\$700.00 \$950.00
ALS2 Response Non-Resident	\$1,050.00
BLS Response <u>Resident</u>	\$450.00 \$900.00
BLS Response Non-Resident	\$1000.00
Mileage	\$15.00/mile \$18.00 per mile
Aid only <u>Resident</u>	\$100.00 \$150.00
Aid only <u>Non-Resident</u>	\$200.00
Response only <u>Resident</u>	\$50.00 \$100.00
Response only Non-Resident	\$150.00
ALS1 Non-emergency	\$525.00
BLS Non-emergency	\$450.00
Extra attendant	\$100.00
Non resident fee	\$100.00
After hours or <u>Standby</u> or <u>Fire Watch</u> Inspection Fee	\$50.00/hour w/2 hr. Minimum
RESCUE/HAZ-MAT FEES	
Response (<u>LZ</u> , Hazmat, Rescue)	\$400.00 \$575.00
Micro-blaze out <u>Microbial/Microbial based foam</u> , per gallon	\$30.00 \$50.00

Alcohol foam, per gallon	\$30.00 \$50.00
Absorbent (<u>clay/other</u>), per bag	\$15.00 \$50.00

III

CODE AMENDMENT

Appendix A – City of Shavano Park Fee Schedule, of the City of Shavano Park Code of Ordinances is hereby amended to add the following:

ON-SITE SEWAGE FACILITY (OSSF) FEES	
OSSF Permit Fee	\$100
OSSF Plan Review & any site visits (including inspections)	\$250.00
OSSF Complaint inspection	\$60.00
Any other environmental complaint inspection	\$60.00
Plumbing or electrical inspections related to OSSF	\$50.00
Texas Commission on Environmental Quality OSSF paperwork fee	\$10.00

IV

CUMULATIVE CLAUSE

That this ordinance shall be cumulative of all provisions of the City of Shavano Park, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinance, in which event the conflicting provisions of such Ordinance are hereby repealed.

V
SEVERABILITY

That it is hereby declared to be the intention of the City Council of the City of Shavano Park that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinances, since the same would have been enacted by the City Council without incorporation in this ordinance of any such unconstitutional phrases, clause, sentence, paragraph or section.

VI
PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government

VII
EFFECTIVE DATE

This ordinance shall be effective upon passage and publication as required by State and Local law.

PASSED AND APPROVED on the first reading by the City Council of the City of Shavano Park this the 26th day of February, 2018.

PASSED AND APPROVED on the second reading by the City Council of the City of Shavano Park this the ___th day of _____, 2018.

ROBERT WERNER, MAYOR

Attest:

ZINA TEDFORD, City Secretary

Approved as to Form:

CHARLES E. ZECH, City Attorney

	Acadian	Schertz	LVFD	BSB-EMS	SAFD	Comal	San Marcos	Hays	Travis	AHFD	HFD	Average
ALS1 Resident	\$1,088.00	\$1,440.00	\$650.00	\$950.00	\$950.00	\$855.00	\$950.00	\$950.00	\$901.00	\$900.00	\$696.40	\$939.13
ALS1 Non-Resident	\$1,088.00	\$1,440.00	\$775.00	\$950.00	\$1,050.00	\$855.00	\$875.00	\$950.00	\$901.00	\$1,000.00	\$816.50	\$972.77
ALS-2 Resident	\$1,485.00	\$1,600.00	\$750.00	\$1,100.00	\$950.00	\$900.00	\$1,070.00	\$1,100.00	\$966.00	\$1,050.00	\$864.50	\$1,075.95
ALS-2 Non-Resident	\$1,485.00	\$1,600.00	\$875.00	\$1,100.00	\$1,050.00	\$900.00	\$1,070.00	\$1,100.00	\$966.00	\$1,150.00	\$948.60	\$1,113.15
BLS Resident	\$1,088.00	\$1,210.00	\$550.00	\$850.00	\$950.00	\$787.00	\$910.00	\$850.00	\$831.00	\$800.00	\$735.70	\$869.25
BLS Non-Resident	\$1,088.00	\$1,210.00	\$675.00	\$850.00	\$1,050.00	\$787.00	\$780.00	\$850.00	\$831.00	\$900.00	\$735.70	\$886.97
Mileage	\$22.91	\$20.00	\$18.00	\$18.00	\$12.00	\$15.00	\$15.00	\$15.00	\$13.50	\$15.00	\$18.10	\$16.59
Aid Only Resident	\$236.00	\$200.00	\$125.00	\$175.00	\$100.00	\$175.00	\$260.00	\$250.00	\$104.00	\$206.00	\$120.10	\$177.37
Aid Only Non-Resident	\$236.00	\$200.00	\$150.00	\$175.00	\$200.00	\$175.00	\$260.00	\$250.00	\$104.00	\$306.00	\$240.20	\$208.75
			Plus Supplies	Plus Supplies		Plus Supplies	Plus Supplies	Plus Supplies	Plus Supplies			

EMS Fees	Current	Proposed	Average
ALS1 Resident	\$525.00	\$950.00	\$939.13
ALS1 Non-Resident	\$625.00	\$1,050.00	\$972.77
ALS-2 Resident	\$700.00	\$1,150.00	\$1,075.95
ALS-2 Non-Resident	\$800.00	\$1,250.00	\$1,113.15
BLS Resident	\$450.00	\$900.00	\$869.25
BLS Non-Resident	\$550.00	\$1,000.00	\$886.97
Mileage	\$15.00	\$20.00	\$16.59
Aid Only Resident	\$100.00	\$150.00	\$177.37
Aid Only Non-Resident	\$100.00	\$200.00	\$208.75
Response Only	\$50.00	\$100.00	
Response Only Non Resident	\$100.00	\$150.00	

Rescue/Haz-Mat Fees	Current	Proposed
Response (LZ, Hazmat, Rescue)	\$400.00	\$575.00
Microbial/Microbial based foam	\$30.00	\$50.00
Alcohol foam	\$30.00	\$50.00
Absorbent (clay/other)	\$15.00	\$50.00
After hours, Standby or Fire Watch	\$50.00	\$50.00

Fee Comparison

Comparison of surrounding agencies:

	Leon Valley	Builverde	San Antonio	Comal County	San Marcos	Hays County	Travis County
ALS Resident	\$650.00	\$950.00	\$950.00	\$855.00	\$950.00	\$950.00	\$901.00
ALS Non-Resident	\$775.00	\$950.00	\$1,050.00	\$855.00	\$875.00	\$950.00	\$901.00
ALS-2 Resident	\$750.00	\$1,100.00	\$950.00	\$900.00	\$1,070.00	\$1,100.00	\$966.00
ALS-2 Non-Resident	\$875.00	\$1,100.00	\$1,050.00	\$900.00	\$1,070.00	\$1,100.00	\$966.00
BLS Resident	\$550.00	\$850.00	\$950.00	\$787.00	\$910.00	\$850.00	\$831.00
BLS Non-Resident	\$675.00	\$850.00	\$1,050.00	\$787.00	\$780.00	\$850.00	\$831.00
SCT Resident	\$300.00	\$1,662.96	\$950.00	\$1,662.96	\$1,070.00	\$1,100.00	\$715.00
SCT Non-Resident	\$370.00	\$1,662.96	\$1,050.00	\$1,662.96	\$1,070.00	\$1,100.00	\$715.00
ALS Disposables	\$80.12	\$425.00	Itemized	\$404.50	\$350.00	\$325.00	\$350.00
BLS Disposables	\$60.00	\$325.00	Itemized	\$171.50	\$250.00	\$150.00	\$250.00
Oxygen	\$16.22	\$125.00	Itemized	\$119.00	\$125.00	\$100.00	\$125.00
Mileage	\$18.00	\$18.00	\$12.00	\$15.00	\$15.00	\$15.00	\$13.50
TNT Resident	\$125.00	\$175.00	\$100.00	\$175.00	\$260.00	\$250.00	\$104.00
TNT Non-Resident	\$150.00	\$175.00	\$200.00	\$175.00	\$260.00	\$250.00	\$104.00

Solar Permit Fee	
Solar Permit (residential and commercial)	\$150.00

CERTIFICATE OF OCCUPANCY FEES	AMOUNT
Certificate of Occupancy (Shell)	\$300.00
Certificate of Occupancy (Business)	\$100.00
Re-applying for Certificate of Occupancy:	
1. Change of ownership of business; or	\$100.00
2. Adding a partnership to a business; or	\$100.00
3. Change of business name; or	\$100.00
4. Change of address/location; or	\$100.00
5. Change in ownership of building.	\$300.00
Inspection Fees:	
Inspection fee for Business Certificate of Occupancy	N/A
Inspection fee for Shell Building C of O	N/A
License Fee—Community Homes for Disabled Persons	
License Fee - renewed annually	\$1,000.00
<u>FIRE/EMS DEPARTMENT</u>	
EMS FEES	

ALS1 Response	\$525.00
ALS2 Response	\$700.00
BLS Response	\$450.00
Mileage	\$15.00/mile
Aid only	\$100.00
Response only	\$50.00
ALS1 Non-emergency	\$525.00
BLS Non-emergency	\$450.00
Extra attendant	\$100.00
Non resident fee	\$100.00
After hours or Standby Inspection Fee	\$50.00/hour w/2 hr. Minimum
RESCUE/HAZ-MAT FEES	
Response	\$400.00
Micro blaze out, per gallon	\$30.00
Alcohol foam, per gallon	\$30.00
Absorbent, per bag	\$15.00

<u>SHAVANO PARK WATER SYSTEM FEES</u>		AMOUNT
Water Meter Deposit		\$250.00

ORDINANCE NO. 200-911-04

AN ORDINANCE ESTABLISHING A FEE SCHEDULE FOR FIRE DEPARTMENT AND EMERGENCY MEDICAL SERVICES PROVIDED BY SHAVANO PARK FIRE DEPARTMENT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHAVANO PARK, TEXAS:

SECTION I. GENERAL PURPOSES AND INTENT OF ORDINANCE

It is the general purpose and intent of this Ordinance:

1. To establish a fee schedule for City owned and operated ambulance services, for emergency medical service.
2. To establish a fee schedule (Appendix A) for City owned and operated fire departments services, associated with Fire, EMS, Hazardous Materials, Rescue, and Weapons of Mass Destruction responses.

SECTION II. DEFINITIONS

Defined Terms: For the purpose of this Ordinance, the following words and phrases shall have the meanings respectively ascribed to them by this section:

1. Ambulance: Any motor vehicle used, designed, redesigned or constructed and equipped for emergencies and used for the purpose of transporting a person who may be sick or injured.
2. Basic Life Support (BLS) Transport: Shall mean transportation by ground ambulance, medically necessary supplies and services with the equipment and staffing needed to provide basic services as control of bleeding, splinting fractures, treatment for shock, cardio-pulmonary resuscitation (CPR) etc.
3. Advanced Life Support, Level 1 (ALS 1): Shall mean transportation by ground ambulance, medically necessary supplies and services and an ALS assessment by ALS personnel or the provision of at least one ALS intervention.
4. Advanced Life Support Level 2 (ALS-2): Shall mean emergency transport* by ground ambulance with administration of three or more medications by intravenous push/bolus or by continuous infusion excluding crystalloid, hypotonic, isotonic, and hypertonic solutions, or transportation, medically

necessary supplies and services and the provision of at least one of the following ALS procedures:

Manual defibrillation/cardioversion, Endotracheal intubation, Central venous line, Cardiac pacing, Chest decompression, Surgical airway, and Intraosseous line.

*This code covers cardiac arrest where efforts are terminated on scene and the patient is not transported

5. Call: Shall mean the response to a request for services by city of Shavano Park personnel.
6. Emergency: Shall mean any circumstance that calls for an immediate action and which the element of time in transporting the sick, wounded or injured for medical treatment is essential to the health or life of any person. Such circumstances include, but are not limited to, accidents generally, traffic accidents, acts of violence resulting in personal injury, and sudden illness.
7. Emergency Medical Service (EMS): Shall mean services used to respond to an individual's perceived need for immediate medical care and to prevent death or aggravation of physiological or psychological illness or injury.
8. Extra Attendant Required: Shall mean calls where a third person is needed due to: 1) Obese Patient – over 300lbs, 2) CPR in progress, 3) help is needed to move a patient up/down one or more levels.
9. Response Only - No Transport Call: Shall mean service which may include the administration of BLS, ALS treatment and/or patient evaluation by city of Shavano Park Fire/EMS personnel, but no transportation of the individual is made in a city of Shavano Park ambulance. There will not be a charge if less than twenty-five dollars (\$25.00) worth of supplies are used. However, there will be a service charge if a pattern of overuse of the Fire/EMS system for non-life threatening service is determined. This also triggers assessment of the possible need for human services assistance, or other types of help needed in the home.
10. Aid-Only – No Transport Call: Shall mean service which may include the administration of BLS, ALS treatment and or patient evaluation by city of Shavano Park Fire/EMS personnel, but no transportation of the individual is made in a city of Shavano Park ambulance and supplies costing over twenty-five dollars (\$25.00) were used.
11. Hazardous Material Mitigation: Shall mean response and services to calls involving the spill/release of hazardous chemicals/substances. Special personal

protective equipment, detection equipment and specialized supplies are required to properly respond and take action at hazardous materials calls.

12. Heavy Rescue: Shall mean activities including but not limited to: hydraulic rescue tool extrication, use of power equipment, rescue saw, or complicated extrication/rescue.
13. Mileage: Shall mean total miles traveled from point of patient pickup to a medical facility, intercept site or landing zone.
14. Medical Director: The licensed physician appointed by the City Council of the City of Shavano Park to promulgate and update the System Standard of Care and to perform medical audits and otherwise monitor system performance.
15. Medical Protocol: Any diagnosis-specific or problem-oriented written statement of standard procedure, or algorithm, promulgated by the Medical Director as the normal standard of pre-hospital care for a given clinical condition.
16. Motor Vehicle Accident Response: Shall mean activities at a motor vehicle accident including but not limited to: basic extrication, vehicle stabilization, fuel/fluids leak mitigation, electrical hazard removal, microblaze application.
17. Patient: Any person receiving assessment or care from Shavano Park Fire Department.
18. Service Area: That geographic area which is contained within the city limits of Shavano Park, Texas and any area covered by an Interlocal Agreement or Mutual/Automatic Aid agreement as entered into by the City of Shavano Park.
19. System Standard of Care: The combined compilation of all priority-dispatching protocols, pre-arrival instruction protocols, medical protocols (i.e., first responders and ambulances), standards for certification of pre-hospital care personnel (i.e., telephone call-takers, 1st responders, ambulance personnel and on-line medical control physicians), as well as standards governing requirements for on-board medical equipment and supplies, and licensure of ambulance services and 1st responder agencies.
20. Weapons of Mass Destruction/Specialized Response Services: Means calls for service resulting from terrorist/civil disobedience suspected activity or situations requiring the use of specialized detection equipment and personal protective equipment or other specialized supplies necessary to handle the situation. Specialized equipment is available locally but subject to reimbursement requirements as used or consumed. (Specifically, Bexar County expects

reimbursement of supplies/equipment used to handle situations by the jurisdiction using the equipment.)

SECTION III. FEES FOR SERVICE

Any person who utilizes the ambulance service of the City, whether such person requested the same or not, shall pay for such services the amounts specified in the schedule of fees set out in Appendix of this Ordinances.

The fees and charges set forth and/or established herein may be changed and amended from time to time by the Fire Chief subject to the approval of the City Manager. This is necessary to keep up with changing medical protocol and reasonable and customary prevailing rates.

SECTION IV. FAILURE TO PAY FOR SERVICES

Any person who utilizes the ambulance service of the City of Shavano Park and who fails to pay for said service within sixty (60) days after a statement of costs for such service has been mailed to the address of the user (or parent, in the event a minor is the user), which address for the purpose of this Section will be the address which is supplied to the operator of the ambulance or which is obtained from the hospital where such person is delivered, shall be in violation of this Ordinance.

SECTION V. SAVINGS CLAUSE

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid, unenforceable or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION VI. EFFECTIVE DATE

This Ordinance shall become effective following its passage and publication in accordance with the law.

PASSED AND APPROVED this the 21st day of September, 2004.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

Pete Fleischhacker, Mayor

City Secretary

City Attorney

APPENDIX "A"

EMS SERVICES:

Basic Life Support Transport	\$ 350.00 per trip
ALS-1 Transport	\$ 400.00 per trip
ALS-2 Transport	\$ 550.50 per trip
Mileage (per loaded mile)	\$ 12.00 per mile
Aid Only – No Transport	\$ 75.00 plus medications
Response Only (on patterned overuse)	\$ 25.00 per incident
Extra Attendant Required	\$ 75.00 per incident
J Coded Medications/Fluids	\$ 2.00 to \$175.00 per drug schedule
Non-Disposable Equipment	\$ Actual replacement costs

FIRE DEPT. SERVICES:

Hazardous Materials Mitigation	\$ 300.00 plus supplies/services*
Water Rescue (disregard barricade)	\$ 500.00 per person
Motor Vehicle Accident Response	\$ 250.00 per incident
Heavy Rescue – Extrication	\$ 450.00 per incident
WMD Response Fee	\$ 125.00 plus supplies/services*
Non-Disposable Equipment	\$ Actual replacement costs

* Fees will include reimbursement of Bexar County / AACOG / STRAC /TDH and other agencies equipment and supplies.

**CITY OF SHAVANO PARK
REGULAR CITY COUNCIL MEETING
CITY HALL, COUNCIL CHAMBERS
900 SADDLETREE COURT, SHAVANO PARK, TEXAS 78231
TUESDAY, SEPTEMBER 15, 2009 AT 7:30 P.M.**

MINUTES

Roll Call

Honorable A. David Marne Mayor - present
Alderman Mary Werner - present
Alderman Bruce Baumann - present

Alderman Ken McClure - present
Alderman Dave Burns - present
Alderman Al Walea - absent

Call to Order

Mayor A. David Marne called the meeting to order at 7:31 p.m. Notice was posted as required by the Texas Open Meetings Act (Chapter 551, Texas Government Code). Alderman Dave Burns led the Pledge of Allegiance and Alderman Bruce Baumann the Invocation.

Citizens to be heard

- Margaret Kautz (122 W. Mossy Cup) and Marcia Stipek (622 Bentley Manor) - talked about Texas National Night Out which is scheduled for Tuesday, October 06, 2009 from 6:00 p.m. to 8:00 p.m. Mrs. Stipek asked the City Council to assist the Women's Club in serving food at the event.
- Steven Peters - 139 Hampton Way - spoke in favor for the traffic ordinance for Bentley Manor.
- Kenneth Chorn - 402 Bentley Manor - spoke against the traffic ordinance for Bentley Manor and asked that the matter be turned back over to the City Council.
- Ron Heller - 519 Bentley Manor - spoke for the traffic ordinance for Bentley Manor and Mr. Heller is in favor of the 25 mph through Bentley Manor.
- Etta Fanning - 418 Hampton Way - Mrs. Fanning thanked the City Council for their support and patience over the last few months over the issue of traffic control in Bentley Manor. Mrs. Fanning asked the City Council to consider the ordinance for the citizens of Bentley Manor since the home owners association has decided NOT to act on it.
- Kathy Butcher - 114 Manchester Way - spoke against the traffic ordinance for Bentley Manor.

Mayor & City Council Comments

Alderman Bruce Baumann asked that everyone please consider issues for the good of the City as a whole.

Discuss and consider approval of the consent agenda as presented or amended

- a) Approval of the City Council Minutes from:
August 11, 2009 Special Meeting
August 18, 2009 Regular Meeting**
- b) Acceptance of the Planning & Zoning Minutes from:
August 05, 2009 Regular Meeting**
- c) Acceptance of the Municipal Court Activity Report**
- d) Acceptance of the Fire Department Activity Report**
- e) Acceptance of the Police Department Activity Report**
- f) Acceptance of the Public Works Department Activity Report
i. July Water Pumpage Report by Public Works Director**
- g) Acceptance of the Building Permit Activity Report**
- h) Acceptance of the Code Enforcement Activity Report**
- i) Acceptance of the Financial Activity Report**

Upon a motion made by Alderman Ken McClure and a second by Alderman Dave Burns the City Council voted four (4) for and none (0) opposed to accept the consent agenda as presented. The motion carried.

Update and report from Mr. Todd Helmer, Board President of Bentley Manor Home Owner's Association Board of Directors on the Bentley Manor Traffic Enforcement Issue

Mr. Todd Helmer, Board President of Bentley Manor Home Owner's Association said that the Board feels like this is an issue brought up by an individual and not the community as a whole.

City Attorney Lowell Denton said that there are two options were the City is empowered

Discussion and action on Fire Station Improvements Color Scheme

Casey Annunzio from Alamo Architects brought color schemes for the City Council to pick from.

Upon a motion made by Alderwoman Mary Werner and a second by Alderman Bruce Baumann the City Council voted four (4) for and none (0) opposed to approve of the tan ("not red") color scheme. The motion carried.

Discussion and action on Ordinance No. 400-01-09, an ordinance approving the annual budget of the City of Shavano Park for the Fiscal Year beginning October 01, 2009 and ending September 30, 2010, to include the following funds: General Fund, Debt Service Fund, Court Restricted Funds (Court Security, Court Technology and Court Efficiency), Capital Replacement Fund and Capital Improvement;

approving the authorized personnel schedule, employee compensation package and employee holiday schedule

Upon a motion made by Alderwoman Mary Werner and a second by Alderman Dave Burns, the City Council voted four (4) for and none (0) opposed to accept amend Ordinance No. 400-0109 with an amendment to the merit pay bonus that both (i) and (2) become a onetime bonus. The motion carried.

Upon a motion made by Alderman Bruce Baumann and a second by Alderwoman Mary Werner, the City Council voted three (3) for and none (0) opposed with Alderman Dave Burns abstaining to remove the \$1000 that was designated for a new City logo. The motion carried.

Upon a motion made by Alderman Dave Burns and a second by Alderman Ken McClure, the City Council voted one (1) for and three (3) opposed with Alderwoman Mary Werner, Alderman Bruce Baumann and Alderman Ken McClure casting the negative votes to accept the line item regarding the holiday party. The motion failed.

Upon a motion made by Alderman Bruce Baumann and a second by Alderman Ken McClure, the City Council voted four (4) and none (0) opposed to accept Ordinance No. 400-01-09 as amended. The motion carried.

Discussion and action on Ordinance No. 400-02-09, an ordinance of the City of Shavano Park, Texas levying Ad Valorem taxes for use and support of the municipal government of the City for the Fiscal Year beginning October 01, 2009 and terminating September 30, 2010; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid

Upon a motion made by Alderman Ken McClure and a second by Alderman Dave Burns the City Council voted four (4) for and none (0) opposed to accept Ordinance No. 400-02-09 as captioned. The motion carried.

Discussion and action on Ordinance No. 500-02-09, an ordinance approving the Water Utility Fund Budget of the City of Shavano Park for the Fiscal Year beginning October 01, 2009 and ending September 30, 2010 and establishing a rate structure to be effective with the consumption for the month of October 2009

Upon a motion made by Alderman Ken McClure and a second by Alderman Dave Burns the City Council voted four (4) for and none (0) opposed to accept Ordinance No. 500-02-09 as amended as in the previous budget adjustment to the bonus as in Ordinance No. 400-01-09. The motion carried.

Discussion and action on Ordinance No. 200-03-09, an ordinance amending the City of Shavano Park Code of Ordinances Chapter 22 Public Safety Services,

amending fees for EMS/Fire Department for City services and establishing an effective date

Upon a motion made by Alderwoman Mary Werner and a second by Alderman Ken McClure the City Council voted four (4) for and none (0) opposed to not accept Ordinance No. 200-0309 as part of Fiscal Year 2009-2010 Budget at this time. The motion carried.

Discussion and action on Ordinance No. 200-04-09, an ordinance amending the City of Shavano Park Code of Ordinances Chapter 2-112 (4) (a, b) amending the terms for the Water Advisory Committee; and providing an effective date

Upon a motion made by Alderman Dave Burns and a second by Alderman Ken McClure the City Council voted four (4) for and none (0) opposed to accept Ordinance No. 200-04-09 as captioned. The motion carried.

Discussion and action to approve Resolution 09-16, a resolution appointing members to the Board of Adjustments and Planning & Zoning Commission and the Water Advisory Committee with terms beginning October 01, 2009

Upon a motion made by Alderman Dave Burns and a second by Alderman Bruce Baumann, the City Council voted four (4) for and none (0) opposed to extend the term of Water Advisory Committee Member David Ross to September 30, 2010. The motion carried.

Upon a motion made by Alderwoman Mary Werner and a second by Alderman Dave Burns, the City Council voted four (4) and none (0) opposed to appoint Mr. John Green to the Planning & Zoning Commission to fulfill Mr. Basil Karcher's term ending September 30, 2010. The motion carried.

Upon a motion made by Alderman Dave Burns and a second by Alderman Bruce Baumann, the City Council voted four (4) and none (0) opposed to extend Planning & Zoning Members Bob Werner, Mark Kamstra, Richard Lazor, Michael Janssen, Michele Ross and Jip Holmes to a term ending September 30, 2011. The motion carried.

Mayor Marne appointed Mr. Fred Hobbs to the position of Member on the Board of Adjustments and Mrs. Etta Fanning to an Alternate position on the Board of Adjustments. Upon a motion made by Alderwoman Mary Werner and a second by Alderman Ken McClure, the City Council voted four (4) and none (0) opposed to confirm the Mayor's appointments to the Board of Adjustments. The motion carried.

Report on Residential Tree Preservation Policy

City Manager, Manuel Longoria presented information on the results of his research with other cities regarding residential tree preservation. Based on that information Mr. Longoria

recommends that City Council direct staff and the City Attorney to develop a draft ordinance and bring back at a future City Council meeting for their review.

Upon a motion made by Alderwoman Mary Werner and a second by Alderman Ken McClure, the City Council voted four (4) and none (0) opposed to not take any action on this item. The motion carried.

Discussion and action to move the October 20, 2009 regularly scheduled meeting of the City Council to Tuesday, October 13, 2009 in order to accommodate the Amendment and General Election early voting being held at the City of Shavano Park City Hall from October 19, 2009 through October 30, 2009

Upon a motion made by Alderwoman Mary Werner and a second by Alderman Dave Burns, the City Council voted four (4) and none (0) opposed to move the October Regular City Council meeting to October 13, 2009 from October 20, 2009. The motion carried.

discussion and action to approve Resolution 09-18, a resolution establishing a moratorium on Fence Permits in "A-1" Zoning Districts as requested by Alderwoman Mary Werner

Upon a motion made by Alderwoman Mary Werner and a second by Alderman Ken McClure, the City Council voted four (4) and none (0) opposed to approve Resolution 09-18 as amended. The motion carried.

Discussion and action to approve Resolution 09-17, a resolution in support of the creation of a League of Suburban Cities to evaluate and recommend methods to improve the suburban cities franchise agreement with CPS Energy (CPS) and authorizing the City of Shavano Park's participation in this organization

Upon a motion made by Alderman Bruce Baumann and a second by Alderman Dave Burns, the City Council voted four (4) and none (0) opposed to approve Resolution 09-17 as captioned. The motion carried.

City Manager's Report

- a. Report on the Variable Frequency Drives Project at Well Site # 8.**
- b. Trinity Aquifer Water Well Project Update**
- c. Street Maintenance Program Update**
- d. Fire Station Improvement Project**
- e. Future Agenda Items**
 - i. Ordinance identifying Traffic Control Signs in Shavano Park**
 - ii. Safety Program**
 - iii. Update of City's Personnel Manual**
 - iv. Restaurant Food Inspection Ordinance**
 - v. Residential Tree Preservation Ordinance**

vi. False Alarm Policy

City Manager Longoria reported on the following: a) the Variable Frequency Drives (VFD's) at Well Site #8 is complete and Prime Controls will be here tomorrow to run the testing; b) the Trinity Aquifer Project bids are out and are due this Friday; c) all of east Shavano Park streets have been slurry sealed and will move onto Broken Bough next; d) ground breaking was held and construction has begun.

The City Council shall meet in Executive Session under Texas Government Code §551.072 Deliberations about Real Estate and §551.074 Personnel Matters to discuss the following:

- a. To deliberate the purchase of real property.
- b. To deliberate the duties of the City Manager.

Reconvene into Regular Session and take action on the purchase of real property if necessary.

Adjournment

Upon a motion made by Alderwoman Mary Werner and a second by Alderman Bruce Baumann the City Council voted four (4) and none (0) opposed to adjourn the Regular session of the City of Shavano Park City Council at 1:03 p.m. on Wednesday, September 16, 2009. The motion carried.

These minutes approved on the 15th of December, 2009.

APPROVED


A. DAVID MARNE
Mayor

Attest:

SAUNDRA PASSAILAIGUE
City Clerk





M E M O

TO: Curtis Leeth, Asst. City Mgr.
FROM: Peggy Stone, Water Utility Office Mgr.
DATE: February 15, 2018
SUBJECT: On-Site Sewage Facility Fees

TCEQ (Texas Commission on Environmental Quality) has established rules for on-site sewage to provide citizens of Texas with adequate public health protection and minimum of environmental pollution and the Legislature enacted legislation which authorizes a local government to regulate the use of these facilities. Ordinance # 500-01-08 (and later amended by Ordinance O-2014-007) was adopted by the City of Shavano Park to control the installation of these systems. Since the City is over the EAA aquifer it is important to have these ordinances in place.

We have contracted with Monty McGuffin to be our licensed septic inspector. His fees and other fees charged for new or replacement systems are listed with the other fees below.

Permit Fee – The permit fee has been calculated the same as any residential permit – on the cost of the job. I would propose instead a flat permit fee of \$100 to cover City staff time, administration and software costs.

Inspection Fees – Monty's contract states a flat fee of \$250 per site, includes plan review & site visit as well as 2 inspections. I propose including Monty's contracted fees as well as BB Inspections' \$50 flat inspection fee in the fee schedule for clarity and ease of lookup for residents.

TCEQ Fee – Sec. 34-188 of Ordinance O-2014-007 includes a \$10 TCEQ fee for each on-site-sewage facility permit as required by Texas Health and Safety Code 367. This fee was not included in the fee schedule, however. I recommend adding this TCEQ fee to the fee schedule for clarity and ease of look up for residents.

ORDINANCE No. O-2014-007

AN ORDINANCE AMENDING CHAPTER 34, OF THE CITY OF SHAVANO PARK CODE OF ORDINANCES PROVIDING FOR THE REGULATION OF ON-SITE SEWAGE FACILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR PROPER NOTICE AND MEETING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Texas Commission on Environmental Quality (TCEQ) has established Rules for on-site sewage facilities to provide the citizens of this State with adequate public health protection and a minimum of environmental pollution; and

WHEREAS, the Legislature has enacted legislation, codified as Texas Health and Safety Code (THSC), Chapter 366, which authorizes a local government to regulate the use of on-site sewage facilities in its jurisdiction in order to abate or prevent pollution or injury to public health arising out of the use of on-site sewage facilities; and

WHEREAS, on June 17, 2008, the City of Shavano Park enacted Ordinance 500-01-08, which is an ordinance controlling or prohibiting the installation or use of on-site sewage facilities in the City of Shavano Park, Texas; and

WHEREAS, subsequent to such enactment by the City of Shavano Park the TCEQ Rules governing on-site sewage facilities were substantially revised in such a manner as to create a conflict within Ordinance 500-01-08; and

WHEREAS, due notice was given of a public meeting to determine whether the City Council of the City of Shavano Park, Texas should enact an ordinance controlling or prohibiting the installation or use of on-site sewage facilities in the City of Shavano Park, Texas; and

WHEREAS, the City Council of the City of Shavano Park, Texas finds that the use of on-site sewage facilities in the City of Shavano Park, Texas is causing or may cause pollution, and is injuring or may injure the public health; and

WHEREAS, the City Council of the City of Shavano Park, Texas has considered the matter and deems it appropriate to enact an Ordinance adopting Rules regulating on-site sewage facilities to abate or prevent pollution, or injury to public health in the City of Shavano Park, Texas; and

WHEREAS, the City Council specifically finds that the requirements specified herein are rationally related to protecting the public purposes of lessening congestion in the streets, securing the safety of its citizens from fire, panic, and other dangers, promoting the health and the general welfare of its citizens; preventing the overcrowding of land, and avoiding undue concentration of population.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE

CITY OF SHAVANO PARK, TEXAS THAT:

I
CODE AMENDMENT

Chapter 34, Sections 34-180 through 34-190 are replaced with Sections 34-180-34-191, which shall read as follows:

Sec. 34-180. Conflicts.

Sections 34-180 through 34-191 repeal and replace any other On-site Sewage Facility (OSSF) Ordinance for the City of Shavano Park, Texas.

Sec. 34-181. On-Site Sewage Facility Regulation and Enforcement.

The City of Shavano Park, Texas clearly understands that there are technical criteria, legal requirements, and administrative procedures and duties associated with regulating on-site sewage facilities, and will fully enforce Chapter 366 of the THSC and Chapters 7 and 37 of the Texas Water Code (TWC), and associated rules referenced in Section 34-184.

Sec. 34-182. Area of Jurisdiction.

The Rules shall apply to all the area lying within the incorporated limits of the City of Shavano Park, Texas.

Sec. 34-183. On-Site Sewage Facility Rules.

Any permit issued for an on-site sewage facility within the jurisdictional area of the City of Shavano Park, Texas must comply with the Rules adopted in Section 34-184.

Sec. 34-184. On-Site Sewage Facility Rules Adopted.

The Rules, Title 30 Texas Administrative Code (TAC) Chapter 30, Subchapters A and G, and Chapter 285, promulgated by the TCEQ for on-site sewage facilities are hereby adopted, and all officials and employees of the City of Shavano Park, Texas, having duties under said Rules are authorized to perform such duties as are required of them under said Rules.

Sec. 34-185. Incorporation by Reference.

The Rules, 30 TAC Chapter 30, Subchapters A and G, and Chapter 285 and all future amendments and revisions thereto are incorporated by reference and are thus made a part of these Rules.

Sec. 34-186. Amendments.

The City of Shavano Park, Texas wishing to adopt more stringent Rules for its OSSF Ordinance understands that the more stringent local Rule shall take precedence over the corresponding TCEQ requirement. Listed below are the more stringent Rules adopted by the City of Shavano Park, Texas:

- (1) A property owner of a residence or other building utilizing an on-site sewage facility located on a tract of land, regardless of acreage, shall secure and possess a permit from the City of Shavano Park to construct, or alter, or repair, or extend an on-site sewage facility.

Sec. 34-187. Duties and Powers.

The OSSF Designated Representative (DR) (30 TAC § 285.2(17)) of the City of Shavano Park, Texas, must be certified by the TCEQ before assuming the duties and responsibilities.

Sec. 34-188. Collection of Fees.

All fees collected for permits and/or inspections shall be made payable to the City of Shavano Park, Texas. A fee of \$10 will also be collected for each on-site sewage facility permit to be paid to the credit of the TCEQ Water Resources Management Account as required by the THSC, Chapter 367.

Sec. 34-189. Appeals.

Persons aggrieved by an action or decision of the designated representative may appeal such action or decision to the City Council of the City of Shavano Park, Texas.

Sec. 34-190. Enforcement Plan.

The City of Shavano Park, Texas clearly understands that, at a minimum, it must follow the requirements in 30 TAC § 285.71 Authorized Agent Enforcement of OSSFs.

This Ordinance adopts and incorporates all applicable provisions related to on-site sewage facilities, which includes, but is not limited to, those found in Chapters 341 and 366 of the THSC, Chapters 7, 26, and 37 of the TWC and 30 TAC Chapter 30, Subchapters A and G, and Chapter 285.

Sec. 34-191. Relinquishment of Ordinance.

If the City Council of the City of Shavano Park, Texas decides that it no longer wishes to regulate on-site sewage facilities in its area of jurisdiction, the City Council, as the authorized agent, and the TCEQ shall follow the procedures outlined in 30 TAC § 285.10 (d) (1) through (4).

After relinquishing its OSSF authority, the authorized agent understands that it

may be subject to charge-back fees in accordance with 30 TAC § 285.10 (d) (5) and §285.14 after the date that delegation has been relinquished.

II CUMULATIVE CLAUSE

That this Ordinance shall be cumulative of all provisions of the City of Shavano Park, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinance, in which event the conflicting provisions of such Ordinance are hereby repealed.

III SEVERABILITY

That it is hereby declared to be the intention of the City Council of the City of Shavano Park that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinances, since the same would have been enacted by the City Council without incorporation in this ordinance of any such unconstitutional phrases, clause, sentence, paragraph or section.

IV PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government

V EFFECTIVE DATE

This ordinance shall be effective upon passage and publication as required by State and Local law and upon the approval of the TCEQ.

FIRST READING by the City Council of the City of Shavano Park this the 24th day of March, 2014.

PASSED, ADOPTED AND APPROVED ON THE SECOND READING by the City Council of the City of Shavano Park this the 28th day of April, 2014.

APPROVED


A. DAVID MARNE, MAYOR

Attest:




ZINA TEDFORD, City Clerk

Approved as to Form:


CHARLES E. ZECH, City Attorney

**Scope of Services
Exhibit "A"**

**PUBLIC HEALTH
INSPECTION SERVICES AGREEMENT BETWEEN THE CITY OF SHAVANO
PARK AND MONTY J. MCGUFFIN**

1. Program Development and Implementation:

Professional shall assist City Officials in developing and implementing a food safety surveillance and evaluation program consistent with city, state and federal rules and regulations. The program will focus on food safety education and assisting managers in eliminating high-risk food handling practices, such as the failure of employees to wash hands after handling contaminated equipment or allowing raw meat products to come in contact with salads and other ready to eat foods. The program will include enforcement provisions to be applied when educational efforts fail to eliminate high-risk practices in a timely manner.

Information will be provided to food facility managers on current problems in food safety for training food handlers. City ordinances will be reviewed to determine current status and applicability. Food safety evaluation and inspection forms will be reviewed and revised if necessary to meet FDA, the Texas Food Establishment Rules, and HACCP (hazard analysis critical control point) concepts and guidelines.

2. Scope of Technical Services Provided

A. Food Establishments:

Each food establishment licensed by the City and preparing food items for consumption will be evaluated on a continuing basis. Establishments will be evaluated based on degree of public health risk. The level of risk will be based on the size and scope of food processing operations and population being served. The frequency of inspections will be set through consultation with city management. Facilities with higher risk (level 3) and needing more attention will be visited perhaps on a 3 times per year basis. Facilities with a slightly lower risk (level 2) will be visited on a semi-annual basis. Facilities, perhaps only handling a few pre-packaged foods, with the lowest risk (level 1) will be visited on an annual basis.

Evaluations will be conducted within the scope of City ordinances, state and FDA guidelines. An evaluation report will be completed on each establishment visited. When evaluations are conducted to determine regulatory compliance a numerical score will be given. Facilities will also be visited to provide consultation, training and guidance for improving operations and reducing public health risks associated with food processing and preparation procedures.

A copy of the original evaluation report will be signed by the responsible person and left at the establishment. A copy will be retained for City records. Investigations of foodborne illness suspected to be associated with permitted facilities will be investigated using FDA and Centers for Disease Control guidelines. Samples of food may be collected based on findings of investigations and not on a routine basis. City Ordinances will be reviewed and compared to FDA, State Health Department and San Antonio Metro Health Department codes with recommendations provided for amending City codes.

B. Special Events:

As the need arises, sanitation inspections of other public places will be provided within the scope of City ordinances. Health inspectors will communicate with vendors regarding temporary food service guidelines prior to the event. Each vendor booth will be certified to be in compliance. Health inspectors will be on-site at the event to facilitate food safety.

C. Investigation of Other Health Violations:

All health violations and public health nuisances reported within the City will be investigated as requested by City officials. Recommendations will be provided for abatement. Copies of investigation reports will be retained for City records.

3. Fees:

\$60.00 per each regular food establishment inspection
\$60.00 per each health complaint investigation
\$60.00 per C/O inspection
\$60.00 Foster Care inspection

In order to keep track of the amount of calls being answered all calls shall go through the City and be transferred to the Professional. If complaint or need does not fall under the normal category it shall reasonably be placed in the appropriate fee category by the Professional subject to approval by the City, such approval not to be unreasonably withheld.

CITY OF SHAVANO PARK
PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
BEXAR COUNTY §

This Professional Services Agreement ("Agreement") is made and entered by and between the City of Shavano Park, Texas, (the "City") a Texas municipality, and Monty J. McGuffin, an individual ("Professional") On-Site Sewage Facility Program Designated Representative Services.

Section 1. Duration. This Agreement shall be for one (1) year commencing on the effective date and will automatically renew in subsequent one (1) year terms unless either party provides thirty (30) day written notification before the date of the renewal.

Section 2. Scope of Services.

(A) Professional shall perform the Services as more particularly described in the Scope of Services attached hereto as Exhibit "A". The work as described in the Scope of Services constitutes the "Project".

(B) The Quality of Services provided under this Agreement shall be of the level of professional quality performed by Professionals regularly rendering this type of service.

(C) The Professional shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

Section 3. Compensation.

(A) The Professional shall be paid in the manner set forth in Exhibit "A" and as provided herein.

(B) *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Professional's

invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses:* Any and all reimbursable expenses related to the Project shall be included in Exhibit "A" and accounted for in the total fee amount.

Section 4. Miscellaneous Provisions.

(A) *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Services issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Services. The approval or acquiescence of the City in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.

(B) *Compliance with Laws.* The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the City with satisfactory proof of compliance.

(C) *Independent Contractor.* Professional acknowledges that Professional is an independent contractor of the City and is not an employee, agent, official or representative of the City. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.

(D) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the

value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

(E) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

Section 5. Termination.

(A) This Agreement may be terminated:

(1) By either Party, at will and without cause upon not less than thirty (30) days written notice to the other Party;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Services issued under this Agreement;

(3) By the City, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;

(B) If the City terminates this Agreement pursuant to Section 4 or subsection 5(A)(2) or (3), above, the Professional shall not be entitled to any fees other than the fees then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional. In the event of termination not the fault of the Professional, the Professional shall be compensated for all services actually performed prior to termination.

Section 6. Indemnification. Professional agrees to indemnify and hold the City of Shavano Park, Texas and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual and representative capacities from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the services or goods performed or provided by

Professional – expressly including those arising through strict liability or under the constitutions of the United States or Texas EXCEPT THAT PROFESSIONAL SHALL NOT BE LIABLE FOR, NOR SHALL THIS SECTION BE APPLICABLE TO, A CLAIM OF NON-COMPLIANCE OF ANY STATE OR LOCAL LAW, RULE OR REGULATION WHEN PROFESSIONAL HAS A PROPERLY REPORTED SUCH NON-COMPLIANCE TO THE CITY.

Section 7. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 8. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 9. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 10. Waiver. Either City or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 11. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Bexar County, Texas such that exclusive venue for any action arising out of this

Agreement shall be in Bexar County, Texas.

Section 12. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 13. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 15. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 16. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 17. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 18. Right To Audit. City shall have the right to examine and audit the books and records of Professional at any reasonable time for purposes of financial audits. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

19. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

EXECUTED on this the _____ day of _____, 2015.

CITY:

PROFESSIONAL:

By: _____
Name: Bill Hill
Title: City Manager

By: _____
Name: Monty J. McGuffin

ADDRESS FOR NOTICE:

CITY

PROFESSIONAL

City Manager
City of Shavano Park
900 Saddletree Court
Shavano Park, Texas 78231

Mr. Monty J. McGuffin
351 County Road 467
Stockdale, Texas 78160

with a copy to:

Denton, Navarro, Rocha & Bernal P.C.
Shavano Park City Attorney
2517 N. Main Avenue
San Antonio, Texas 78212

Scope of Services
Exhibit “A”

**ON-SITE SEWAGE FACILITY PROGRAM DESIGNATED REPRESENTATIVE
AGREEMENT BETWEEN THE CITY OF SHAVANO PARK AND MONTY J.
MCGUFFIN**

1. Program Assistance:

Professional shall assist City Officials administration of the City On-Site Sewage Facility program on an “as-needed” basis.

3. Fees:

OSSF Plan Review & site visits	\$250.00
OSSF Complaint inspection	60.00
Any other environmental complaint Inspection	60.00

THIS REPORT WAS PRINTED ON Thursday, February 01, 2018

City of Shavano Park

Permit Type	Issued	Proj.#	Stat	Location	Contractor	Code	Valuation	Fees Due	Fees Paid	
DW DRIVEWAY PERMIT										
1800048 DW	01/25/18	10	RR	I	119 HONEY BEE LN	WADIH DESIGN & CONS	646	19,350.00	500.00	500.00
1 Permit for type DW DRIVEWAY PERMIT							19,350.00	500.00	500.00	
EC ELECTRIC - COMMERCIAL										
1800029 EC	01/18/18	17	CR	I	4358 LOCKHILL SELMA	CAPPADONNA ELECTRIC	705	43,355.00	590.00	590.00
1800043 EC	01/22/18	17	CT	I	4372 N. LOOP 1604 W	ALL TEXAS ELECTRICA	705	44,361.00	650.00	650.00
1800035 EC	01/23/18	17	CS	I	4358 LOCKHILL SELMA	ROMAN ELECTRIC	705	29,742.79	450.00	450.00
3 Permits for type EC ELECTRIC - COMMERCIAL							117,458.79	1,690.00	1,690.00	
EL ELECTRICAL - MUNICIPAL										
1800011 EL	01/08/18	09	G	I	100 HAPPY TRAIL	JUBILEE ELECTRIC	705	3,500.00	100.00	100.00
1 Permit for type EL ELECTRICAL - MUNICIPAL							3,500.00	100.00	100.00	
ER ELECTRIC - RESIDENTIAL										
1701070 ER	01/04/18	17	BT	I	227 WINDING LANE	ROSS ELECTRIC CO	705	87,000.00	1,000.00	1,000.00
1800003 ER	01/04/18	10	DF	I	120 PAINTED POST LN	MOSES GENERAL CONTR	705	1,200.00	100.00	100.00
1800009 ER	01/05/18	10	IJ	I	224 BENTLEY MANOR	JAMES FOSS ELECTRIC	705	7,618.00	400.00	400.00
1701038 ER	01/09/18	17	D	I	114 WELLESLEY LANDI	TODOR TRADE ELECTRI	705	1,670.00	50.00	50.00
1701039 ER	01/09/18	16	R	I	211 WELLESLEY WOOD	TODOR TRADE ELECTRI	705	1,600.00	50.00	50.00
1800036 ER	01/19/18	17	CN	I	551 TALMADGE LANE	RDT LIGHTING & ELEC	705	9,355.12	300.00	300.00
1800040 ER	01/24/18	09	CT	I	119 TURKEY CREEK RD	B & L ELECTRIC COMP	705	900.00	50.00	50.00
7 Permits for type ER ELECTRIC - RESIDENTIAL							109,343.12	1,950.00	1,950.00	
FA FIRE ALARM PERMIT										
1800045 FA	01/23/18	17	CT	I	4372 N. LOOP 1604 W	J W DIELMANN INC	675	3,074.30	137.20	137.20
1 Permit for type FA FIRE ALARM PERMIT							3,074.30	137.20	137.20	
FN FENCE PERMIT										
1701007 FN	01/03/18	08	IO	C	108 WAGON TRAIL RD	S A QUALITY FENCE C	650	12,400.00	400.00	400.00
1 Permit for type FN FENCE PERMIT							12,400.00	400.00	400.00	
FO FINISH OUT - COMMERCIAL										
1701018 FO	01/08/18	17	CR	I	4358 LOCKHILL SELMA	CAMBRIDGE CONTRACTI	437	228,375.00	2,461.36	2,461.36
1701067 FO	01/18/18	17	CT	I	4372 N. LOOP 1604 W	STI-GC LLC	437	203,199.00	2,215.36	2,215.36
1700818 FO	01/29/18	17	BZ	I	4462 LOCKHILL SELMA	BEL CONTRACTORS	437	48,900.00	896.00	896.00
3 Permits for type FO FINISH OUT - COMMERCIAL							480,474.00	5,572.72	5,572.72	
FS FIRE SPRINKLER PERMIT										
1701068 FS	01/19/18	17	CT	I	4372 N. LOOP 1604 W	FIRETROL PROTECTION		6,200.00	196.00	196.00
1 Permit for type FS FIRE SPRINKLER PERMIT							6,200.00	196.00	196.00	
HC HVAC - COMMERCIAL										
1800022 HC	01/18/18	17	CR	I	4358 LOCKHILL SELMA	HOLTS MECHANICAL	710	20,316.00	336.00	336.00
1800042 HC	01/23/18	17	CT	I	4372 N. LOOP 1604 W	HOLTS MECHANICAL	710	23,108.00	378.00	378.00

THIS REPORT WAS PRINTED ON Thursday, February 01, 2018

City of Shavano Park

Permit	Type	Issued	Proj.#	Stat	Location	Contractor	Code	Valuation	Fees Due	Fees Paid	
2 Permits for type HC HVAC - COMMERCIAL								43,424.00	714.00	714.00	

HR HVAC- RESIDENTIAL											
1800002	HR	01/03/18	17	CC	I	583 TALMADGE LANE	CLIMATE CONTROL	701	9,317.00	300.00	300.00
1800004	HR	01/09/18	10	OQ	C	230 FARNE CASTLE	TIGER SERVICES DBA	710	10,682.00	300.00	300.00
1800005	HR	01/09/18	10	OQ	C	230 FARNE CASTLE	TIGER SERVICES DBA	710	14,571.00	400.00	400.00
1800006	HR	01/09/18	10	OQ	I	230 FARNE CASTLE	TIGER SERVICES DBA	710	15,762.00	450.00	400.00
1800020	HR	01/09/18	08	EZ	C	111 CHIMNEY ROCK LN	CHAMPION AIR CONDIT	710	6,665.00	200.00	200.00
1800013	HR	01/17/18	17	CA	I	559 TALMADGE LANE	AIRTRON	715	7,000.00	200.00	200.00
1800052	HR	01/31/18	10	CV	I	413 HAPPY TRAIL	CLEAN AIR HEATING &	710	12,890.00	400.00	400.00
7 Permits for type HR HVAC- RESIDENTIAL								76,887.00	2,250.00	2,200.00	

IF IMPROVEMENTS - RESIDENTIAL											
1800026	IF	01/12/18	10	IJ	I	224 BENTLEY MANOR	TEXAS POOLS & PATIO	107	12,995.00	400.00	400.00
1 Permit for type IF IMPROVEMENTS - RESIDENTIAL								12,995.00	400.00	400.00	

IR IRRIGATION - RESIDENTIAL											
1800025	IR	01/24/18	16	AV	I	210 WELLESLEY WOOD	S A RAINMAKER	715	7,687.00	200.00	200.00
1800049	IR	01/26/18	17	D	C	114 WELLESLEY LANDI	S A RAINMAKER	715	8,247.00	300.00	300.00
1800053	IR	01/30/18	16	BZ	I	107 WELLESLEY LANDI	C4 LANDSCAPE & DESI	715	5,800.00	200.00	200.00
3 Permits for type IR IRRIGATION - RESIDENTIAL								21,734.00	700.00	700.00	

PC PLUMBING - COMMERCIAL											
1800023	PC	01/17/18	17	CR	I	4358 LOCKHILL SELMA	SATEX PLUMBING INC	701	18,634.00	358.00	358.00
1800051	PC	01/26/18	17	CT	I	4372 N. LOOP 1604 W	VENTURE PLUMBING CO	701	5,300.00	126.00	126.00
2 Permits for type PC PLUMBING - COMMERCIAL								23,934.00	484.00	484.00	

PN PLUMBING - NO FEE											
1601070	PN	01/30/18	07	AC	I	119 DOVERY WAY	WILL'S ALL PRO PLUM	701	6,299.00	100.00	100.00
1700055	PN	01/30/18	08	IF	I	117 BROKEN BOUGH LN	WILL'S ALL PRO PLUM	701	750.00	100.00	100.00
1800057	PN	01/30/18	10	OP	I	109 END GATE LN	ANTHONY EDGEELL - TX	730	10,800.00	.00	.00
3 Permits for type PN PLUMBING - NO FEE								17,849.00	200.00	200.00	

PR PLUMBING - RESIDENTIAL											
1701053	PR	01/03/18	08	CB	I	111 BOBCAT BEND	DENNY PLUMBING	649	27,000.00	750.00	750.00
1800014	PR	01/10/18	17	CO	I	164 BEDINGFELD	PLUMB STAR	701	16,500.00	400.00	400.00
1800018	PR	01/17/18	17	BY	I	110 WELLESLEY LANDI	KEITH ZARS POOLS	701	1,200.00	50.00	50.00
1800032	PR	01/19/18	17	BT	I	227 WINDING LANE	BENCHMARK PLUMBING	701	47,852.00	750.00	750.00
1800027	PR	01/22/18	09	L	I	101 ARROW MOUND LN	JG PLUMBING	701	1,750.00	50.00	50.00
1800047	PR	01/24/18	08	ET	I	111 POST OAK WAY	MR. ROOTER PLUMBING	701	15,183.70	400.00	400.00
1800055	PR	01/30/18	17	AB	C	515 GEDDINGTON	INDEPENDENT PLUMBIN	701	850.00	50.00	50.00
7 Permits for type PR PLUMBING - RESIDENTIAL								110,335.70	2,450.00	2,450.00	

RM REMODEL - RESIDENTIAL											
1800008	RM	01/08/18	09	CT	I	119 TURKEY CREEK RD	CUTTING EDGE CONSTR	105	17,800.00	400.00	400.00
1800007	RM	01/19/18	07	WJ	I	103 ROCK SQUIRREL	RADIANCE HOMES	105	18,500.00	500.00	500.00
2 Permits for type RM REMODEL - RESIDENTIAL								36,300.00	900.00	900.00	

RR ROOF - RESIDENTIAL											
1800012	RR	01/09/18	10	PU	I	154 HAMPTON WAY	STRATA ROOFING & CO	725	55,000.00	150.00	150.00

THIS REPORT WAS PRINTED ON Thursday, February 01, 2018

City of Shavano Park

Permit Type	Issued	Proj.#	Stat	Location	Contractor	Code	Valuation	Fees Due	Fees Paid
1800030 RR	01/12/18	10	PF	I 223 GEDDINGTON	MANGOLD ROOFING & S	725	56,430.00	150.00	150.00
1800039 RR	01/22/18	10	WA	C 116 SHAVANO DR	CLOUD ROOFING	725	12,679.25	150.00	150.00
1700757 RR	01/30/18	07	QJ	I 336 BOX OAK	A-TEX ROOFING & REM	725	92,215.52	300.00	300.00
4 Permits for type RR ROOF - RESIDENTIAL							216,324.77	750.00	750.00

SN SIGN PERMIT									
1800010 SN	01/10/18	08	EO	I 4500 LOCKHILL SELMA	BUDGET SIGNS LTD	214	200.00	50.00	50.00
1 Permit for type SN SIGN PERMIT							200.00	50.00	50.00

SP SWIMMING POOL									
1800019 SP	01/17/18	17	BY	I 110 WELLESLEY LANDI	KEITH ZARS POOLS	720	92,100.00	1,000.00	1,000.00
1800021 SP	01/23/18	17	BB	I 103 WELLESLEY LOOP	ARTESIAN CUSTOM POO	720	42,025.01	750.00	750.00
2 Permits for type SP SWIMMING POOL							134,125.01	1,750.00	1,750.00

ST SEPTIC TANK - RESIDENTIAL									
1800001 ST	01/02/18	10	OI	I 122 ELM SPRING LN	ROB WISE CONSTRUCTI	730	1,750.00	125.00	125.00
1800015 ST	01/08/18	09	BH	I 110 ELM SPRING LN	ANTHONY EDGEELL - TX	730	11,000.00	550.00	550.00
1800017 ST	01/11/18	10	VK	I 115 RIPPLE CREEK RD	SOUTH TEXAS WASTEWA	730	13,400.00	650.00	650.00
1800033 ST	01/18/18	10	GQ	I 103 TURKEY CREEK RD	COLTCAM CONSTRUCTIO	730	9,000.00	600.00	600.00
1800046 ST	01/23/18	10	DK	I 309 HAPPY TRAIL	VAN DELDEN WASTEWAT	730	15,950.00	650.00	650.00
5 Permits for type ST SEPTIC TANK - RESIDENTIAL							51,100.00	2,575.00	2,575.00

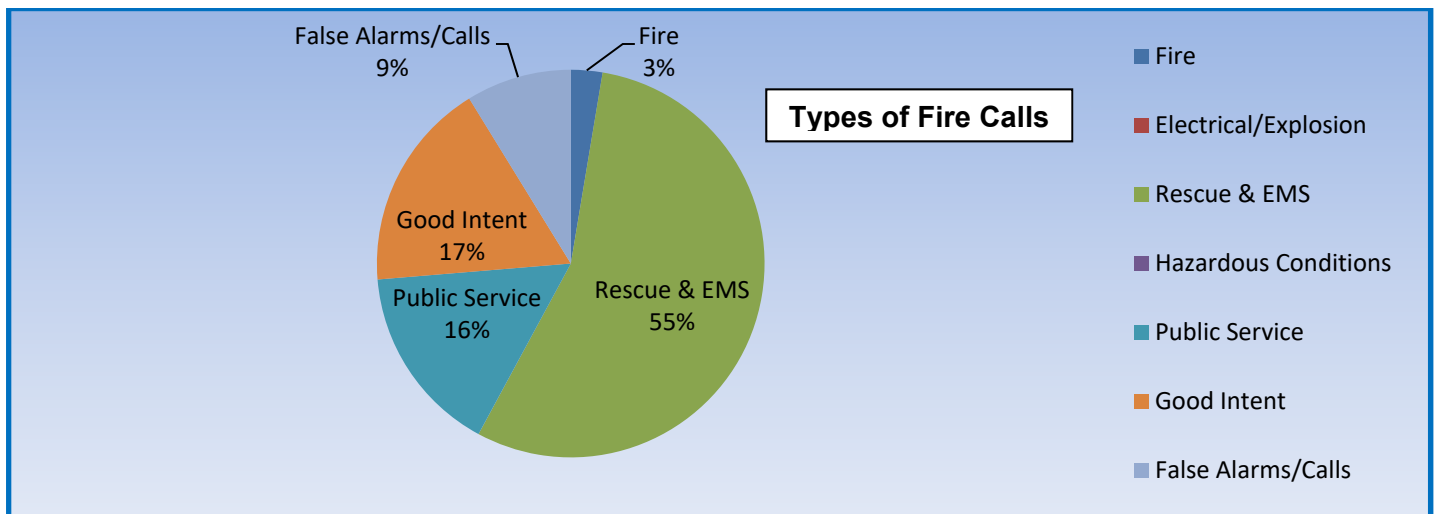
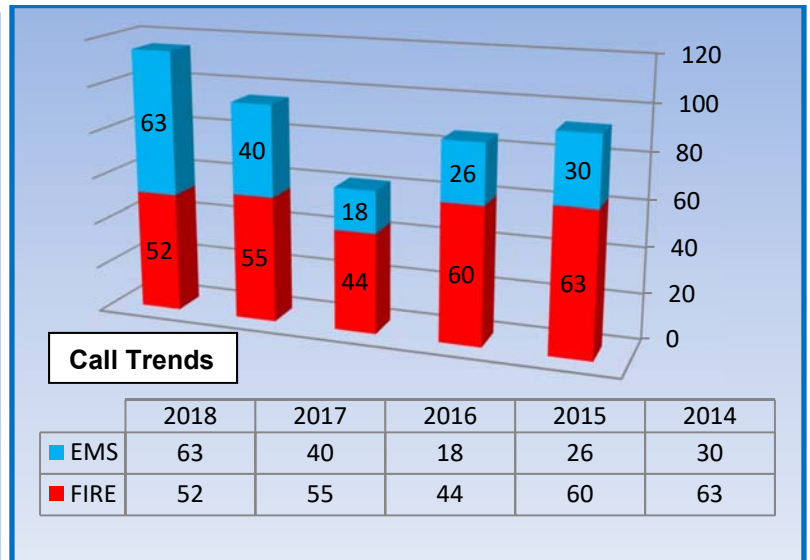
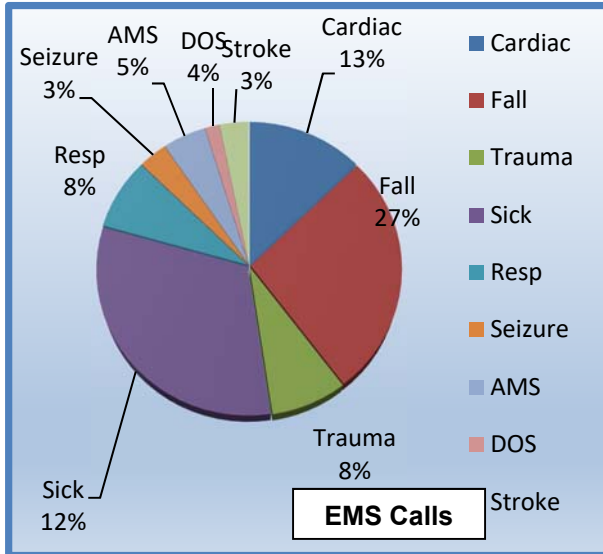
Totals for all Permit types						57 Permits	1,497,008.69	23,768.92	23,718.92

Shavano Park Fire Department

Summary of Events for January 2018



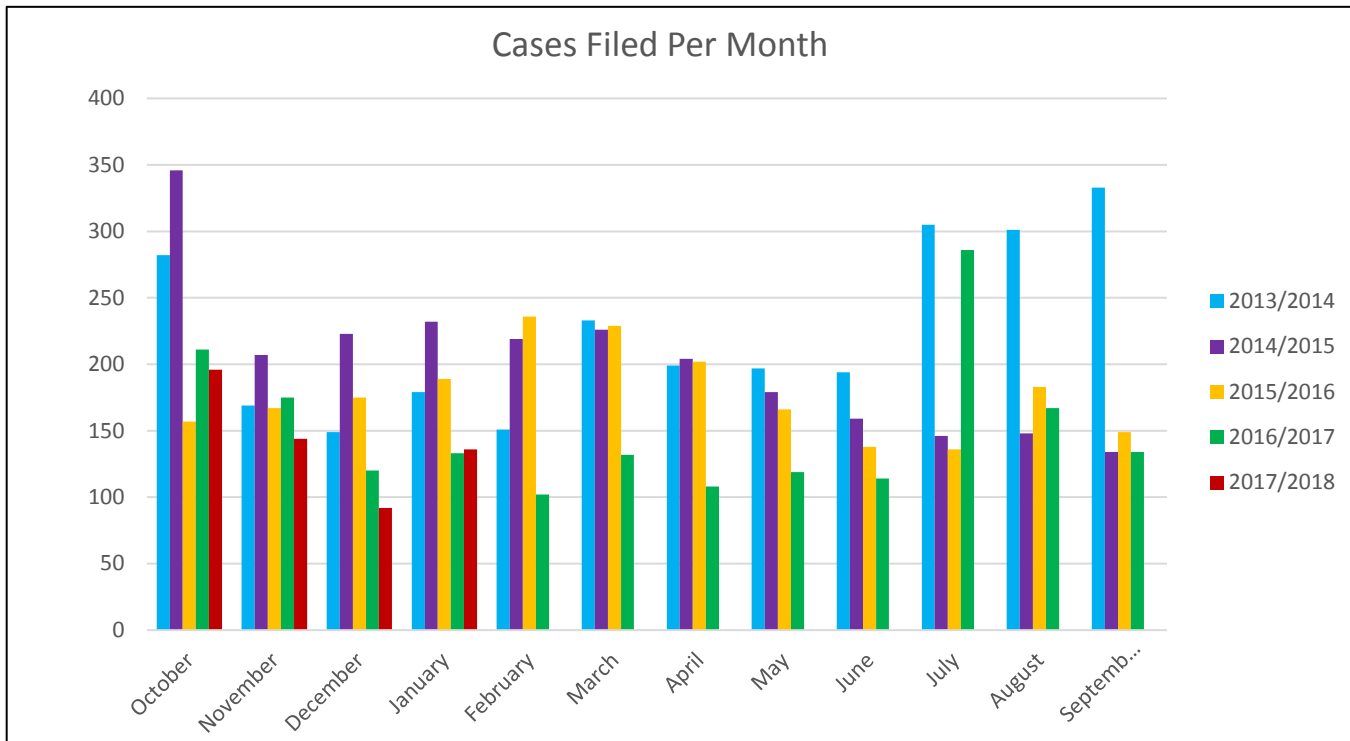
- Shavano Park FD responded to **115** requests for service in January.
- This is an **21.05% increase** from the previous January.
- Shavano Park FD responded to **7** automatic aid requests from Hollywood Park FD and Castle Hills.
- Shavano Park FD received **9** automatic aid responses for Castle Hills FD and Hollywood Park FD.
- Shavano Park FD Responded/stood-by for **21** mutual aid requests from other departments
- The average response time for calls within Shavano Park is **4 minutes, 33 seconds** this month.
- Fire Fighters completed a total of **354.8 hours of fire** and **123 hours of EMS** training in the month of January
- Certified Fire Inspector inspected **36** commercial buildings.
- Fire crews performed **8** pre-incident fire plan reviews
- Certified Plans Examiners reviewed **7** sets of commercial building/renovation plans/changes to previously submitted plans



City of Shavano Park

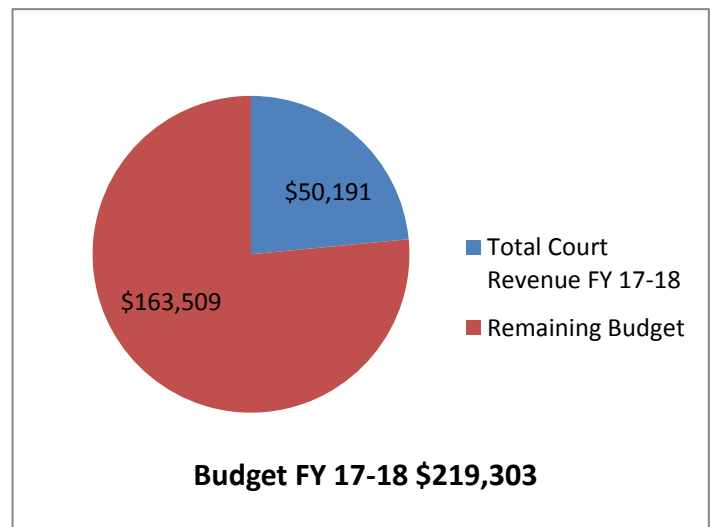
Municipal Court Activity January 2018

]



Cases Resolved	Current Month	Prior Year
Fine	45	36
Not Guilty By Judge	1	2
Guilty	12	23
Dismissed	2	0
Compliance Dismissal	13	22
Defensive Driving	26	12
Deferred Disposition	30	24
Proof of Insurance	4	2
TOTAL	133	121

Court Revenue	Current 17/18	Prior 16/17
October	\$ 10,597	\$ 23,350
November	\$ 16,677	\$ 15,321
December	\$ 10,926	\$ 13,699
January	\$ 11,992	\$ 14,530
February	\$ -	\$ 15,088
March	\$ -	\$ 21,023
April	\$ -	\$ 15,381
May	\$ -	\$ 16,254
June	\$ -	\$ 10,408
July	\$ -	\$ 13,552
August	\$ -	\$ 20,554
September	\$ -	\$ 15,649
	\$ 50,191	\$ 194,808



**Monthly Activity Report
City of Shavano Park Police Department
January 2018**

**Activity Report: 227 incidents were responded to by the Police Department.
227 total incidents were responded to by the Department for 2018.**

Criminal Calls	Jan	Calendar Year				
		2018	2017	2016	2015	2014
Alcohol Beverage Code Violations	0	0	0	0	0	0
Arrest of Wanted Persons (Outside Agency)	3	3	21	31	39	27
Assault	0	0	1	3	2	1
Burglary Building	1	1	3	17	15	8
Burglary of Habitation	0	0	4			
Burglary Vehicle	1	1	13	50	29	26
Criminal Mischief / Reckless Damage	2	2	15	19	11	13
Criminal Mischief Mail Box	0	0	2	5		
Cruelty to Animals	0	0	0	0	0	0
Deadly Conduct	0	0	0	1	0	0
D.U.I. - Minor	0	0	1	0	0	0
D.W.I. / D.U.I.	0	0	4	6	2	3
Driving while License Suspended / Invalid	0	0	0	2	2	4
Endangerment of Child	0	0	1	0	0	0
Evading Arrest	0	0	0	3	2	2
Failure to Identify	0	0	1	0	1	0
Family Violence	0	0	3	2	2	2
Fraud / Forgery / False Reports / Tamper w/ Govt. Record	0	0	0	4	6	2
Harassment / Retaliation / Terroristic Threat	0	0	2	1	0	4
M.I.P. Alcohol / Tobacco	0	0	0	1	0	0
Murder	0	0	0	0	0	0
Narcotics Violation (class B and up)	2	2	16	30	16	7
Narcotics Violation (class C)	1	1	43	42	27	20
Possession of Prohibited Weapon / Unlawful Carry	0	0	1	3	1	0
Public Intoxication	0	0	3	4	3	4
Resisting Arrest	0	0	1	0	0	1
Robbery	0	0	1	0	2	0
Sexual Assault	0	0	0	1	1	0
Solicitation of a Minor	0	0	0	1	0	0
Suicide	0	0	0	0	0	0
Theft	3	3	22	17	40	36
Theft of Mail	0	0	1	4		
Theft of Motor Vehicle / Unauthorized Use of Motor Veh.	0	0	2	2	3	2
Total Criminal Calls Handled	13	13	161	249	204	162

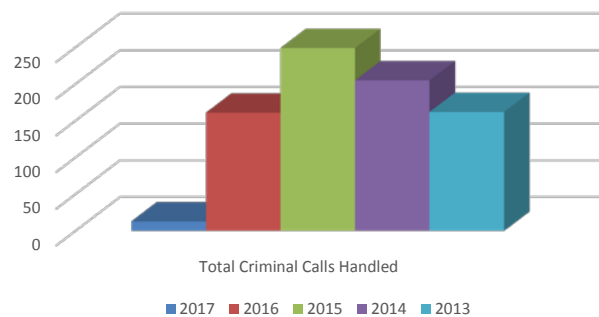
Monthly Activity Report
City of Shavano Park Police Department
January 2018

Non-Criminal Calls

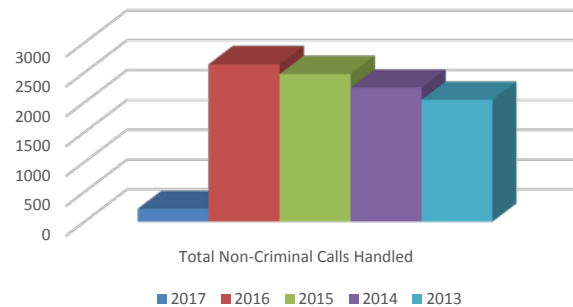
	Jan	Calendar Year				
		2018	2017	2016	2015	2014
Accidents Major (With Injuries)	5	5	10	7	11	9
Accidents Minor (Non-Injury)	0	0	50	62	47	44
Alarm Call	52	52	557	536	528	495
Animal Calls / Complaints	15	15	143	148	143	170
Assist Fire Department / EMS	47	47	388	339	276	285
Assist Other Law Enforcement Agencies	12	12	81	59	69	69
Assist the Public	5	5	106	93	87	108
City Ordinance Violations	16	16	420	386	343	289
boat 2 fire hydrant 4 protrusion 3						
sign 1 solicitor 2						
trailer 3 water waste 1						
Criminal Trespass Warning	0	0	7	0	1	0
Deceased Person / Natural / Unattended	2	2	17	22	8	11
Disturbance / Keep the Peace	3	3	56	81	86	66
Emergency Detention	3	3	10	13	26	12
Health & Safety Violations	0	0	0	0	0	0
Information Reports	14	14	195	176	137	78
Missing Person / Runaway	0	0	1	2	1	5
Recovered Property / Found Property	1	1	21	28	19	15
Suspicious Activity, Circumstances, Persons, Vehicles	20	20	285	288	260	234
Traffic Hazard	4	4	49	62	55	42
Welfare Concern	5	5	52	38	38	18
911 Hang-up Calls	10	10	188	132	109	90
Total Non-Criminal Calls Handled	214	214	2636	2472	2244	2040
Officer Initiated Contacts						
Community Policing Contacts / Crime Prevention	146	146	2630	3817	3817	2751
Out of Town / Patrol-By Reports	20	20	480	551	568	626
Total Officer Initiated Contacts	166	166	3110	4368	4385	3377

There was no reported gang activity for January 2018. For 2018 there have been no reported gang activity.

Criminal Incidents



Non Criminal Incidents



January 2018 Breakdown

Arrest of Wanted Person

1. 16800 blk. N.W. Military Hwy. - Bexar County Warrants
2. 200 blk. Grosenbacher Road - Bexar County Warrant
3. 3200 blk. N. Loop 1604 W. - Bexar County Warrant

Burglary of Building

1. Pond Hill Road - force, items taken

Burglary of Vehicle

1. 3400 blk. Paesanos Pkwy. - force, items taken

Criminal Mischief

1. 4300 blk. N. Loop 1604 W. - window damage
2. 3400 blk. Paesanos Pkwy. - door damage

Narcotics

1. 4400 blk. Lockhill-Selma Road - possession of drug paraphernalia
2. 15000 blk. N.W. Military Hwy. - possession of controlled substance
3. 4400 blk. Lockhill-Selma Road - possession of marijuana

Theft

1. 400 blk. Bentley Manor - lawn tools
2. 13200 blk. Huebner Road - beer run
3. 13200 blk. Huebner Road - employee theft

		Calendar Year				
Mileage	January	2018	2017	2016	2015	2014
Total Monthly / Annual Mileage	13647	13647	144779	151041	140356	148885

City of Shavano Park Police Department January 2018

Officer	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	Total A
Warnings	8	4	5	2	33	8	0	0	11	2	28	6	8	16	2	133
Citations	1	4	5	0	41	9	0	0	7	10	28	7	0	6	4	122
Cases	11	7	15	29	16	18	29	0	2	31	9	27	11	7	12	224
Activity Totals	20	15	25	31	90	35	29	0	20	43	65	40	19	29	18	479
Vehicles Stopped	9	6	8	2	60	15	0	0	14	10	48	11	8	18	5	214
Community Policing	16	4	12	9	1	0	31	0	1	45	1	6	8	0	12	146

Officer	P	Q	R	S	T	U	V	W	X	Y	Z	Total B
Warnings	1	0	0									1
Citations	2	0	0									2
Cases	0	1	2									3
Activity Totals	3	1	2	0	0	0	0	0	0	0	0	6
Vehicles Stopped	2	0	0									2
Community Policing	0	0	0									0

Grand Total
134
124
227
485
216
146

PUBLIC WORKS DEPARTMENT
Monthly Report - January 2018

Water Utility

- Winterized the entire well sites
- Working on Standard Operating Procedures (SOP's) 2 Completed
- Install new impeller on Booster Pump at Shavano station and put back in service
- Completed utility underground conversion at well 6
- Replace air relief valve on recycle filters for backwash tank

STREETS

- Held a meeting with Cooper Equipment to train crews with new crack sealing equipment, field operation
- Continue trimming/removing trees from creek bed at bridge on De Zavala per TxDOT off system bridge inspection
- Continued sign replacement thru out city, additional signs were ordered
- Crack seal streets in Shavano Creek (Harvard Oak, Pagoda Oak, Possum Oak, Myrtle Oak).
- Remove dead tree on De Zavala just past entrance for well # 6.

DRAINAGE

- PWD inspected construction sites for BMP's

FACILITIES

- City Hall, work on fire code issues 70% complete.
- Replaced mineral oil in floor drains at City Hall to help reduce foul odors

OTHER

- PWD continued working with TxDOT reviewing the potential conflicts.
- Worked on mitigating TxDOT off system bridge inspections
- Preconstruction meeting with City of San Antonio regarding Dezavala reconstruction

Water Utility	JANUARY	MO	FY
# of Gallons Pumped		6,497,857	41,988,088
# of Gallons Pumped from Trinity		1,096,659	5,286,334
Total Pumped		7,594,516	47,274,422
 # of Gallons Sold		7,308,000	43,056,665
Water Lossed in gallons		1,182,659	4,856,701
 % of Loss		13.93%	
 Water Revenue		\$24,637.99	\$149,234.12
EAA Fees Collected		\$3,678.50	\$21,600.73
Water Service Fees		\$4,892.84	\$18,791.65
Debt Service Collected		\$4,460.80	\$18,372.22
Late Fees		\$560.17	\$2,452.91
 Water Used by City		27,000	393,000
Water Cost Used by City		\$330.60	\$3,110.72
# of Water Complaints		2	10
# of Bill Adjustments		0	8

CITY OF SHAVANO PARK

MONTHLY COMPARISON TO LAST YEAR # OF WATER ACCOUNTS IN EACH TIER

Tiers	Breakdown of Tiers in Thousands of Gallons	# of Units In Tier	Rate per 1,000 Gallons	JAN 2017	JAN 2018
Tier 1	0-5,000	5	\$3.07	275	284
Tier 2	5,001 - 30,000	25	\$3.40	329	351
Tier 3	30,001 - 50,000	20	\$3.83	26	30
Tier 4	50,001 - 70,000	20	\$4.58	13	14
Tier 5	70,001 - 100,000	30	\$6.29	5	3
Tier 6	Over 100,001		\$11.94	4	1
				652	683

Other Fees

EAA Fee @ \$.50/ 1,000 Gallons
Debt Service Fee @ \$ 6.40

JAN 2017	JAN 2018
\$3,868.00	\$3,678.50
\$4,454.40	\$4,460.80

Water Svc Fee 5/8 \$5.10
 3/4 \$7.34
 1 \$13.06
 1 1/2 \$29.38
 2 \$52.22

\$1,407.60	\$1,407.60
\$2,913.98	\$2,913.98
\$222.02	\$222.02
\$88.14	\$88.14
\$261.10	\$261.10
\$0.00	

Water Sales Only

\$27,129.38	\$24,637.99
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[illegible]Water Sales Only

**CITY OF SHAVANO PARK
WATER USAGE BY BUILDING FOR 2017 - 18**

														Saddletree		End Gate			
		NEW		ADMIN		MONUMENT		PUBLIC WORKS		& FIRE			FIRE		TRIANGLE	TRIANGLE			
2017 - 18		CITY HALL	COST	SPRINKLER	COST	SPRINKLER	COST	SVC. CTR.	COST	TRAILER	STATION & ADMIN	COST	SPRINKLERS	COST	SPRINKLER	COST			
		Account # 917		Account # 915		Account # 916		Account # 909		Account # 913			Account # 910 & # 918		Account # 912		Account # 914		
OCT		6,000	\$80.37	162,000	\$1,337.15	0	\$19.46	3,000	\$24.45	25,000			\$109.59	20,000	\$115.27	0	\$13.74	0	\$13.74
NOV		19,000	\$131.07	134,000	\$988.83	0	\$19.46	0	\$13.74	12,000			\$58.89	7,000	\$63.91	0	\$13.74	0	\$13.74
DEC		6,000	\$80.37	10,000	\$95.97	0	\$19.46	1,000	\$17.31	15,000			\$70.59	8,000	\$67.48	0	\$13.74	0	\$13.74
JAN		4,000	\$72.90	2,000	\$65.76	0	\$19.46	0	\$13.74	14,000			\$66.69	7,000	\$64.57	0	\$13.74	0	\$13.74
FEB																0	\$13.74	0	\$13.74
MAR																0	\$13.74	0	\$13.74
APR																0	\$13.74	0	\$13.74
MAY																0	\$13.74	0	\$13.74
JUN																0	\$13.74	0	\$13.74
JUL																0	\$13.74	0	\$13.74
AUG																0	\$13.74	0	\$13.74
SEPT																0	\$13.74	0	\$13.74
TOTALS		35,000	\$364.71	308,000	\$2,487.71	0	\$77.84	4,000	\$69.24	66,000			\$305.76	42,000	\$311.23	0	\$164.88	0	\$164.88

CITY COUNCIL STAFF SUMMARY

Meeting Date: February 26, 2018

Agenda item: 7.6

Prepared by: Marty Coursey / Lara Feagins

Reviewed by: Bill Hill

AGENDA ITEM DESCRIPTION:

Presentation of January 2018 Monthly Reports

X

Attachments for Reference:

- 1) January 2018 Power Point Presentation
- 2) January 2018 Revenue and Expense Report
- 3) January 2018 Monthly Check Register

BACKGROUND / HISTORY: The current data provided within the attachments are for the FY 2017-18 Budget period month ending January 31, 2018. The “Current Budget” column within the attachment #2 report contains the original adopted budget, with no budget amendments. This summary sheet highlights in more detail a number of key points related to the current month’s activity for General Fund and Water Fund. Staff is also prepared to present the power point briefing attached at the council meeting.

DISCUSSION:

10 - General Fund (Page 1 of Revenue and Expense Report)

As of January 31, 2018, General Fund revenues total \$3,169,150 or 56.56% of the budget per the INCODE report. General Fund expenditures total \$1,807,400 or 32.26% of the budget with 4 months or 32.26% of the year complete.

Revenues (GF) (Page 2 & 3)

- Current M&O Property tax (10-599-1010) collections for the month of are \$841,353 with 83.99% collected per the budget.
- Sales Tax revenue for the month is \$30,800 for sales reported in November for monthly filers.
- Franchise Fees are paid quarterly and generally received two months after the quarter, refuse franchise fees were collected for \$8,004.
- Permits and Licenses revenues total \$26,744 for the month, with \$21,760 in building permits, and \$1,634 in plan review fees.
- Court fines & fees for the month are \$11,443 with 23.10% of budget collected, this is slightly below the amount last year.
- Police/Fire revenues total \$4,664 for the month, EMS Fees (6060) were \$4,334.
- Miscellaneous/Grant/Interest revenues for the month are \$11,626 for yearly total of 30.15% of budget.

Expenditures (GF) (Pages 4-14)

- The Council (600) department is at 30.60% spent, and is on track with budgeted amounts, with \$1,534 expenses posted in City Sponsored Events (2037).
- The Administration (601) department remains on target for total of \$73,839 or 33.22% of budget and is on target with budget. Citizens Communication/Education (3087) includes the purchase of fiesta medals for \$1,890. Audit Services (4083) of \$16,000 was for audit services performed for FY 2017 annual financial report.
- The Court (602) department expenditures for the month is \$10,661 for 41.73% spent with average day to day expenditures. Non-Capital –Electronic Equip (8010) for \$4,736 includes the purchase of a metal detector and a replacement of a printer.
- The Public Works (603) Department expenditures for the month are \$91,073 for 34.56% spent with relatively low day to day expenditures. Capital-Equipment (8060) for \$49,688 includes payment for a crack seal machine.
- The Fire Department (604) is on track for day-to-day operations within the budget at \$122,678 for the month or 25.26% total spent. Vehicle Maintenance (5020) for \$3,306 was spent for annual preventive maintenance on the fire vehicles. Vehicle & Equipment Fuels (5060) for \$1,379 included both December and January fuel card payments.
- The Police Department (605) is on target with budget for day-to-day expenses. Expenses for the month are \$134,390 with 38.04% of the budget spent. Police Safety Supplies (6032) for \$2,162 was for tourniquets, belts and safety supplies as part of their public safety “best practices” initiative. Vehicle & Equipment Fuels (5060) for \$5,128 included both December and January fuel card payments.
- The Development Services (606) maintains the Professional Services paid for engineering, outside permit inspection, sanitary, and health inspection services with total expenses at 42.65% of the budget. Professional-Building Inspections (3015) for December \$8,000 were also included in January.

20-WATER FUND

As of January 31, 2018, the Water Fund total revenues are \$291,298 or 29.24% of the total budget. Transfer-In Capital Replacement (8072) and Transfer-In Reserves (8099) are a budgetary lines, and will never have an entry. The actual percent collected in for revenues is 33.58% of projections. Water Fund (Water Department & Debt Service) expenditures total \$283,765 or 28.28.49% of budget.

Revenues (Water)

- Water consumption (5015) billed in December for the month of November is \$30,902.

- The Debt Service (5018) and Water Service Fee (5019) remain on target with budget as these are flat fees and are not related to volume charges collected at 33.37% and 33.72% respectively.
- The EAA Pass Thru (5036) fees are charged to customers based on usage, \$6,505 was collected for the month and 34.30% of budget collected.

Expenditures (Water)

Water Department (606) expenditures for the day-to-day operations remain on target with a total of \$283,765 or 28.49% spent. Overall expense for the month were \$51,605 with day to day expenditures relatively stable for the month. Chemicals (6011) is \$5,894.46 for the replacement of chlorine cylinders. Shavano Drive Pump Station (6071) is \$7,168 for materials for pump station repairs including filter replacement.

Water Debt Service Department (607) is for principal and interest which occur in February and August principal and partial interest payments no activity for the month.

PAYROLL

The City is on a bi-weekly payroll; there have been 9 pay periods out of 26 so approximately 34.62% should be expensed in the line items directly related to salaries. Workers Comp Insurance (1037) is at approximately 26% which is expensed quarterly. TMRS (1040) expenditures for departments is at approximately 26.72% which is related to how the payroll module process these amounts the month following, at year end an entry has be completed to account for them in the correct month. Health insurance related line items are at approximately 41.67% or 5 month as February was paid at the end of January. Departments are currently on track for the budgeted amounts.

COURSES OF ACTION: None related to the Report.

FINANCIAL IMPACT: N/A

STAFF RECOMMENDATION: N/A



Monthly Financial Report (January 31, 2018)

**Lara Feagins,
Finance Director**



- Cash and Investments
- General Fund Overview
- General Fund Revenues
- General Fund Expenditures
- Water Fund Overview
- Utility Fund Revenues & Expenditure
- Special Revenue Funds

Total Cash & Investment Update *

Together We Can!



CASH BY FUND	January 31, 2018
General Fund (10)	\$ 4,386,681
Water Fund (20)	\$ 888,505
Debt Service Fund (30)	\$ 396,966
Crime Control District Fund (40)	\$ 701,495
PEG Funds (42)	\$ 108,512
Oak Wilt Fund (45)	\$ 74,392
Street Maintenance Fund (48)	\$ 316,708
Court Security/Technology (50)	\$ 60,177
Child Safety Fund (52)	\$ 5,643
LEOSE Fund (53)	\$ (1,656)
GF Capital Replacement Fund (70)	\$ 3,283,457
Pet Documation and Rescue Fund (75)	\$ 2,306
Total Cash & Investments **	\$ 10,223,187

***Total cash and investments represents all Funds per general ledger, not cash at bank.**

**** Not to be considered a reflection of the required quarterly investment report per the Public Funds Investment Act.**

Total Cash & Investment Update *

Together We Can!



SECURITY TYPE		January 31, 2018
OPERATING BANK ACCOUNTS		
Frost Bank	\$	2,496,525
SAVINGS & BANK ACCOUNTS		
Frost Bank	\$	4,402,773
POOLS		
Tex Star	\$	2,125,471
Texpool	\$	202,551
SUBTOTAL	\$	2,328,022
CERTIFICATE OF DEPOSITS		
Security Service Credit Union	\$	250,967
United SA Credit Union		247,809
Crocket National Bank		248,000
Generation Credit Union		249,091
SUBTOTAL	\$	995,867
Total Cash & Investments **	\$	10,223,187

***Total cash and investments represents all Funds (Water, CCPD, etc... - not just General Fund).**

**** Not to be considered a reflection of the required quarterly investment report per the Public Funds Investment Act.**

10- General Fund Overview



Together We Can!

- General Fund current property tax collections through January 2018 are \$2,599,271 and are on track at 83.990% of budget.
- January 2018 Sales Tax revenue was \$30,800. Current month is slightly lower than prior year.

(Collections are for November sales from monthly filers reporting to the State.)

- Building Permits and Licenses revenue for the month were \$26,744 with \$21,760 collected in building permit fees.
- Major Projects/Improvements in FY 17/18

	Budget	Spent	Balance	Completed
City Hall (2) A/C Units	\$ 18,000	\$ 7,330	\$ 10,670	1 Installed
Electronic Marquee	\$ 16,000	\$ -	\$ 16,000	
Enviro. Parking Municipal	\$ 14,030	\$ -	\$ 14,030	
Zero Turn Mower	\$ 12,500	\$ 12,022	\$ 478	Completed
Crack Seal Machine	\$ 50,000	\$ 49,688	\$ 312	Completed
Ambulance/Stretcher	\$ 204,000	\$ -	\$ 204,000	In Process
Patrol Cars (2)	\$ 120,000	\$ 67,947	\$ 52,053	In Process

Un-Reserved General Fund Balance at 2017 year end = \$3,072,119 (Audited)
 Un-Reserved General Fund Balance at 2016 year end = \$2,438,048 (Audited)

10 - General Fund Revenues

Together We Can!



	FY 2017-18 ADOPTED BUDGET	FY 2017-18 JANUARY 2018	FY 2017-18 YEAR TO DATE	FY 2017-18 % BUDGET COLLECTED
CURRENT PROPERTY TAXES \$	3,094,801	\$ 841,353	2,599,271	83.99%
DELINQUENT TAXES/PENALTIES	27,000	(10,563)	(12,064)	-44.68%
SALES TAX	460,000	30,800	128,028	27.83%
MIXED BEVERAGE	20,000	4,622	9,068	45.34%
FRANCHISE REVENUES	459,203	8,004	131,582	28.65%
PERMITS & LICENSES	526,700	26,744	191,123	36.29%
COURT FEES	206,000	11,443	47,594	23.10%
POLICE/FIRE REVENUES	114,400	4,664	38,522	33.67%
MISC/INTEREST/GRANTS	119,479	11,626	36,026	30.15%
TRANSFERS IN	575,456	0	0	0.00%
TRF FROM FUND BALANCE	0	0	0	
TOTAL REVENUES \$	5,603,039	\$ 928,693	\$ 3,169,150	56.56%

10- General Fund Expenditures

Together We Can!



	FY 2017-18 ADOPTED BUDGET	FY 2017-18 JANUARY 2018	FY 2017-18 YEAR TO DATE	FY 2017-18 % BUDGET SPENT
CITY COUNCIL	\$ 30,084	\$ 2,495	\$ 9,204	30.60%
ADMINISTRATION	882,090	73,839	293,024	33.22%
COURT	81,459	10,661	33,992	41.73%
PUBLIC WORKS	634,623	91,073	219,325	34.56%
FIRE DEPARTMENT	2,069,934	122,678	522,781	25.26%
POLICE DEPARTMENT	1,807,979	134,390	687,746	38.04%
DEVELOPMENT SERVICES	96,900	20,738	41,327	42.65%
TOTAL EXPENDITURES	\$ 5,603,069	\$ 455,873	\$ 1,807,400	32.26%
REVENUES OVER/(UNDER) EXPENDITURES	\$ -	\$ 472,820	\$ 1,361,750	

Expenditures total \$1,807,400 thru January or 32.26% of budget spent with 33.33% of budget complete/4 month.

20 - Water Fund Overview



Together We Can!

- Total revenues through January are at \$291,298 for a total 33.58% (Transfers-In not included in calculation of %) of budget.
- Water consumption revenue sales for the month of January (Actual December usage) are higher in comparison to the prior year by \$7,960.
- Total January billing for December water consumption is approximately 1,640,943 gallons more than previous year.
- Water Department expenditures remain on target thru the month of January at \$283,765 with a total of 35.10% of budget spent with 33.33% of year complete.
- Debt service payments are made in February and August, no expenditures occurred.
- Major Projects/Improvements in FY 17/18

	Budget	Spent	Balance	Completed
Line Locator Tool	\$ 5,000	\$ 4,906	\$ 94	Completed
Looping Cliffside 2" and Upgrades to 6"	\$ 40,000	\$ -	\$ 40,000	

20 - Utility Fund Revenues & Expenditures

Together We Can!



	FY 2017-18 ADOPTED BUDGET	FY 2017-18 JANAURY 2018	FY 2017-18 YEAR TO DATE	FY 2017-18 % BUDGET
				COLLECTED
WATER CONSUMPTION	\$ 609,034	\$ 30,902	\$ 208,194	34.18%
DEBT SERVICE	53,376	4,448	17,811	33.37%
WATER SERVICE FEE	58,092	4,880	19,589	33.72%
EAA PASS THRU CHARGE	82,626	4,453	28,341	34.30%
MISC/INTEREST/GRANTS	64,465	2,789	17,362	26.93%
TRANSFERS IN	128,529	0	0	0.00%
TOTAL REVENUES	\$ 996,122	\$ 47,473	\$ 291,298	29.24%
				SPENT
WATER DEPARTMENT	\$ 808,415	51,605	283,765	35.10%
DEBT SERVICES	187,707	0	0	0.00%
TOTAL EXPENDITURES	\$ 996,122	\$ 51,605	\$ 283,765	28.49%
REVENUES OVER/(UNDER) EXPENDITURES	\$ -	\$ (4,133)	\$ 7,533	

Special Revenue Funds

Together We Can!



40- Crime Control Prevention District

	FY 2017-2018 ADOPTED BUDGET	FY 2017-2018 JANAURY 2018	FY 2017-2018 YEAR TO DATE	FY 2017-2018 % OF BUDGET
BEGINNING FUND BALANCE	\$ 690,371	\$ 690,371	\$ 690,371	
				COLLECTED
Crime Control Sales Tax	\$ 115,009	\$ 7,759	\$ 32,092	27.90%
Interest/Misc.	\$ 1,500	\$ 531	\$ 1,730	115.35%
TOTAL REVENUES	\$ 116,509	\$ 8,290	\$ 33,822	29.03%
				SPENT
Fire Expenditures	\$ 6,612	\$ -	\$ -	
Police Expenditures	\$ 8,000	\$ 910	\$ 6,102	76.27%
Transfer to GF for Police Items	\$ 206,225	0	0	0.00%
TOTAL EXPENDITURES	\$ 220,837	\$ 910	\$ 6,102	2.76%
REVENUES OVER/(UNDER) EXPENDITURES	\$ (104,328)	\$ 7,380	\$ 27,720	
PROJECTED ENDING FUND BALANCE	\$ 586,043	\$ 697,750	\$ 718,091	

Special Revenue Funds

Together We Can!



42- PEG Fund

	FY 2017-2018 ADOPTED BUDGET	FY 2017-2018 JANUARY 2018	FY 2017-2018 YEAR TO DATE	FY 2017-2018 % OF BUDGET
BEGINNING FUND BALANCE	\$ 104,150	\$ 104,150	\$ 104,150	
Franchise Fee- PEG	15,500	0	3,893	COLLECTED 25.11%
Misc/Interest	5	80	501	10026.60%
TOTAL REVENUES	\$ 15,505	\$ 80	\$ 4,394	28.34%
				SPENT
PEG Expenditures	\$ 36,000.00	31.95	31.95	0.09%
TOTAL EXPENDITURES	\$ 36,000	\$ 31.950	\$ 32	0.00%
REVENUES OVER/(UNDER) EXPENDITURES	\$ (20,495)	\$ 48	\$ 4,362	
PROJECTED ENDING FUND BALANCE	\$ 83,655	\$ 104,198	\$ 108,512	

Special Revenue Funds

Together We Can!



45- Oak Wilt Fund

	FY 2017-2018 ADOPTED BUDGET	FY 2017-2018 JANUARY 2018	FY 2017-2018 YEAR TO DATE	FY 2017-2018 % OF BUDGET
BEGINNING FUND BALANCE	\$ 70,332	\$ 70,332	\$ 70,332	
				COLLECTED
Tree Trimming Permits	10,500	2,030	4,060	38.67%
Transfers In- General Fund	0	0	0	0.00%
TOTAL REVENUES	\$ 10,500	\$ 2,030	\$ 4,060	38.67%
				SPENT
Oak Wilt Expenditures	\$ 500	0	0	0.00%
TOTAL EXPENDITURES	\$ 500	\$ -	\$ -	0.00%
REVENUES OVER/(UNDER) EXPENDITURES	\$ 10,000	\$ 2,030	\$ 4,060	
PROJECTED ENDING FUND BALANCE	\$ 80,332	\$ 72,362	\$ 74,392	

Special Revenue Funds

Together We Can!



48- Street Maintenance Fund

	FY 2017-2018 ADOPTED BUDGET	FY 2017-2018 JANUARY 2018	FY 2017-2018 YEAR TO DATE	FY 2017-2018 % OF BUDGET
BEGINNING FUND BALANCE	\$ 301,292	\$ 301,292	\$ 301,292	
				COLLECTED
Sales Tax	115,009	7,700	32,007	27.83%
TOTAL REVENUES	\$ 115,009	\$ 7,700	\$ 32,007	27.83%
				SPENT
Materials/Supplies	\$ -	0	0	0.00%
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	0.00%
REVENUES OVER/(UNDER) EXPENDITURES	\$ 115,009	\$ 7,700	\$ 32,007	
PROJECTED ENDING FUND BALANCE	\$ 416,301	\$ 308,992	\$ 333,299	



Questions

CITY OF SHAVANO PARK
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2018

10 -GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY					
NON-DEPARTMENTAL	5,603,039.00	928,693.32	3,169,149.73	2,433,889.27	56.56
TOTAL REVENUES	5,603,039.00	928,693.32	3,169,149.73	2,433,889.27	56.56
	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY					
CITY COUNCIL	30,084.00	2,494.83	9,204.48	20,879.52	30.60
ADMINISTRATION	882,090.00	73,838.65	293,023.96	589,066.04	33.22
COURT	81,459.00	10,661.22	33,992.41	47,466.59	41.73
PUBLIC WORKS	634,623.00	91,073.22	219,325.46	415,297.54	34.56
FIRE DEPARTMENT	2,069,934.00	122,678.36	522,781.02	1,547,152.98	25.26
POLICE DEPARTMENT	1,807,949.00	134,389.71	687,745.82	1,120,203.18	38.04
DEVELOPMENT SERVICES	96,900.00	20,737.50	41,326.56	55,573.44	42.65
TOTAL EXPENDITURES	5,603,039.00	455,873.49	1,807,399.71	3,795,639.29	32.26
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	472,819.83	1,361,750.02	(1,361,750.02)	0.00

10 -GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
NON-DEPARTMENTAL					
TAXES					
10-599-1010 CURRENT ADVALOREM TAXES	3,094,801.00	841,353.31	2,599,271.28	495,529.72	83.99
10-599-1020 DELINQUENT ADVALOREM TAXES	20,000.00	(10,747.47)	(13,225.11)	33,225.11	66.13
10-599-1030 PENALTY & INTEREST REVENUE	7,000.00	184.47	1,160.63	5,839.37	16.58
10-599-1040 MUNICIPAL SALES TAX	460,000.00	30,799.56	128,028.43	331,971.57	27.83
10-599-1060 MIXED BEVERAGE TAX	20,000.00	4,622.14	9,067.92	10,932.08	45.34
TOTAL TAXES	3,601,801.00	866,212.01	2,724,303.15	877,497.85	75.64
FRANCHISE REVENUES					
10-599-2020 FRANCHISE FEES - ELECTRIC	282,000.00	0.00	86,023.51	195,976.49	30.50
10-599-2022 FRANCHISE FEES - GAS	33,000.00	0.00	3,736.52	29,263.48	11.32
10-599-2024 FRANCHISE FEES - CABLE	77,677.00	0.00	19,463.09	58,213.91	25.06
10-599-2026 FRANCHISE FEES - PHONE	25,143.00	0.00	6,316.39	18,826.61	25.12
10-599-2027 FRANCHISE FEES - SAWS	11,000.00	0.00	0.00	11,000.00	0.00
10-599-2028 FRANCHISE FEES - REFUSE	30,383.00	8,004.47	16,042.42	14,340.58	52.80
TOTAL FRANCHISE REVENUES	459,203.00	8,004.47	131,581.93	327,621.07	28.65
PERMITS & LICENSES					
10-599-3010 BUILDING PERMITS	425,000.00	21,760.00	150,267.15	274,732.85	35.36
10-599-3012 PLAN REVIEW FEES	62,000.00	1,633.92	28,843.00	33,157.00	46.52
10-599-3018 CERTIFICATE OF OCCUPANCY PE	5,000.00	300.00	3,900.00	1,100.00	78.00
10-599-3020 PLATTING FEES	10,000.00	0.00	0.00	10,000.00	0.00
10-599-3025 VARIANCE/RE-ZONE FEES	2,000.00	0.00	350.00	1,650.00	17.50
10-599-3040 CONTRACTORS' LICENCES	500.00	1,150.00	2,032.50	(1,532.50)	406.50
10-599-3045 INSPECTION FEES	11,000.00	1,750.00	4,300.00	6,700.00	39.09
10-599-3048 COMMERCIAL SIGN PERMITS	500.00	50.00	400.00	100.00	80.00
10-599-3050 GARAGE SALE & OTHER PERMITS	1,200.00	100.00	130.00	1,070.00	10.83
10-599-3055 HEALTH INSPECTIONS	4,500.00	0.00	900.00	3,600.00	20.00
10-599-3060 DEVELOPMENT FEES	5,000.00	0.00	0.00	5,000.00	0.00
TOTAL PERMITS & LICENSES	526,700.00	26,743.92	191,122.65	335,577.35	36.29
COURT FEES					
10-599-4010 MUNICIPAL COURT FINES	170,000.00	9,611.29	40,346.06	129,653.94	23.73
10-599-4021 ARREST FEES	5,000.00	334.71	1,579.10	3,420.90	31.58
10-599-4028 STATE COURT COST ALLOCATION	6,000.00	0.00	0.00	6,000.00	0.00
10-599-4030 WARRANT FEES	24,000.00	1,450.00	5,450.00	18,550.00	22.71
10-599-4036 JUDICIAL FEE - CITY	1,000.00	46.67	218.69	781.31	21.87
TOTAL COURT FEES	206,000.00	11,442.67	47,593.85	158,406.15	23.10
POLICE/FIRE REVENUES					
10-599-6010 POLICE REPORT REVENUE	400.00	1,999.50	121.20	278.80	30.30
10-599-6030 POLICE DEPT. REVENUE	4,000.00	(1,669.50)	1,255.00	2,745.00	31.38
10-599-6060 EMS FEES	110,000.00	4,333.87	37,146.02	72,853.98	33.77
TOTAL POLICE/FIRE REVENUES	114,400.00	4,663.87	38,522.22	75,877.78	33.67

10 -GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
MISC./GRANTS/INTEREST					
10-599-7000 INTEREST INCOME	16,000.00	3,753.59	12,472.62	3,527.38	77.95
10-599-7021 FEDERAL GRANTS	15,000.00	0.00	0.00	15,000.00	0.00
10-599-7025 US DOJ VEST GRANT	2,000.00	0.00	1,312.38	687.62	65.62
10-599-7030 FORESTRY SERVICE GRANT	10,000.00	0.00	0.00	10,000.00	0.00
10-599-7037 STRAC	7,000.00	0.00	0.00	7,000.00	0.00
10-599-7040 PUBLIC RECORDS REVENUE	100.00	2.00	20.00	80.00	20.00
10-599-7050 ADMINISTRATIVE INCOME	2,000.00	0.00	219.20	1,780.80	10.96
10-599-7060 CC SERVICE FEES	3,000.00	345.79	1,902.86	1,097.14	63.43
10-599-7070 RECYCLING REVENUE	2,000.00	256.17	928.50	1,071.50	46.43
10-599-7075 SITE LEASE/LICENSE FEES	44,124.00	3,617.18	14,468.72	29,655.28	32.79
10-599-7085 DONATIONS- POLICE DEPARTMEN	255.00	0.00	0.00	255.00	0.00
10-599-7086 DONATIONS- ADMINISTRATION	8,000.00	0.00	1,050.00	6,950.00	13.13
10-599-7090 SALE OF CITY ASSETS	10,000.00	1,887.64	1,887.64	8,112.36	18.88
10-599-7097 INSURANCE PROCEEDS	0.00	1,764.01	1,764.01 (	1,764.01)	0.00
TOTAL MISC./GRANTS/INTEREST	119,479.00	11,626.38	36,025.93	83,453.07	30.15
TRANSFERS IN					
10-599-8020 TRF IN -WATER FUND	22,050.00	0.00	0.00	22,050.00	0.00
10-599-8040 TRF IN -CRIME CONTROL	212,837.00	0.00	0.00	212,837.00	0.00
10-599-8050 TRF IN -COURT RESTRICTED	4,013.00	0.00	0.00	4,013.00	0.00
10-599-8070 TRF IN -CAPITAL REPLACEMENT	236,501.00	0.00	0.00	236,501.00	0.00
10-599-8099 FUND BALANCE RESERVE	100,055.00	0.00	0.00	100,055.00	0.00
TOTAL TRANSFERS IN	575,456.00	0.00	0.00	575,456.00	0.00
TOTAL NON-DEPARTMENTAL	5,603,039.00	928,693.32	3,169,149.73	2,433,889.27	56.56
TOTAL REVENUES	5,603,039.00	928,693.32	3,169,149.73	2,433,889.27	56.56

10 -GENERAL FUND
CITY COUNCIL

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<hr/>					
PERSONNEL					
<hr/>					
SUPPLIES					
10-600-2020 GENERAL OFFICE SUPPLIES	300.00	0.00	90.60	209.40	30.20
10-600-2035 COUNCIL/EMPLOYEE APPRECIATI	1,000.00	0.00	290.93	709.07	29.09
10-600-2037 CITY SPONSORED EVENTS	15,000.00	1,533.66	4,504.04	10,495.96	30.03
10-600-2040 MEETING SUPPLIES	1,000.00 (	49.96)	202.36	797.64	20.24
TOTAL SUPPLIES	17,300.00	1,483.70	5,087.93	12,212.07	29.41
SERVICES					
10-600-3018 CITY WIDE CLEAN UP	1,750.00	0.00	0.00	1,750.00	0.00
10-600-3020 ASSOCIATION DUES & PUBS	1,700.00	600.00	600.00	1,100.00	35.29
10-600-3030 TRAINING/EDUCATION	2,000.00	0.00	0.00	2,000.00	0.00
10-600-3040 TRAVEL/LODGING/MEALS	3,500.00	411.13	3,088.55	411.45	88.24
TOTAL SERVICES	8,950.00	1,011.13	3,688.55	5,261.45	41.21
CONTRACTUAL					
10-600-4088 ELECTION SERVICES	2,500.00	0.00	0.00	2,500.00	0.00
TOTAL CONTRACTUAL	2,500.00	0.00	0.00	2,500.00	0.00
CAPITAL OUTLAY					
10-600-8015 NON-CAPITAL-COMPUTER EQUIPM	1,334.00	0.00	428.00	906.00	32.08
TOTAL CAPITAL OUTLAY	1,334.00	0.00	428.00	906.00	32.08
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TOTAL CITY COUNCIL	30,084.00	2,494.83	9,204.48	20,879.52	30.60

10 -GENERAL FUND
ADMINISTRATION

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
PERSONNEL					
10-601-1010 SALARIES	413,719.00	31,824.46	142,327.25	271,391.75	34.40
10-601-1015 OVERTIME	1,000.00	0.00	0.00	1,000.00	0.00
10-601-1020 MEDICARE	6,105.00	450.12	2,030.03	4,074.97	33.25
10-601-1025 TWC (SUI)	1,242.00	0.00	0.00	1,242.00	0.00
10-601-1030 HEALTH INSURANCE	32,221.00	2,685.00	13,425.00	18,796.00	41.67
10-601-1031 HSA	222.00	18.50	92.50	129.50	41.67
10-601-1033 DENTAL INSURANCE	2,448.00	212.22	1,061.10	1,386.90	43.35
10-601-1035 VISION CARE INSURANCE	609.00	40.56	202.80	406.20	33.30
10-601-1036 LIFE INSURANCE	477.00	39.84	199.20	277.80	41.76
10-601-1037 WORKERS' COMP INSURANCE	1,178.00	0.00	307.03	870.97	26.06
10-601-1040 TMRS RETIREMENT	57,711.00	6,660.12	15,418.96	42,292.04	26.72
10-601-1070 SPECIAL ALLOWANCES	6,300.00	490.40	2,206.80	4,093.20	35.03
TOTAL PERSONNEL	523,232.00	42,421.22	177,270.67	345,961.33	33.88
SUPPLIES					
10-601-2020 GENERAL OFFICE SUPPLIES	7,000.00	1,282.38	2,931.14	4,068.86	41.87
10-601-2025 BENEFITS CITYWIDE	3,000.00	829.52	829.52	2,170.48	27.65
10-601-2030 POSTAGE/METER RENTAL	12,000.00	1,428.22	3,408.33	8,591.67	28.40
10-601-2035 EMPLOYEE APPRECIATION	2,500.00	149.68	402.50	2,097.50	16.10
10-601-2050 PRINTING & COPYING	1,000.00	0.00	225.70	774.30	22.57
10-601-2060 MED EXAMS/SCREENING/TESTING	2,750.00	143.76	143.76	2,606.24	5.23
10-601-2080 UNIFORMS	900.00	0.00	0.00	900.00	0.00
TOTAL SUPPLIES	29,150.00	3,833.56	7,940.95	21,209.05	27.24
SERVICES					
10-601-3010 ADVERTISING EXPENSE	5,000.00	96.50	960.50	4,039.50	19.21
10-601-3012 PROF. SERVICES-ENGINEERS	0.00	0.00	1,179.04 (	1,179.04)	0.00
10-601-3013 PROFESSIONAL SERVICES	4,500.00	0.00	312.50	4,187.50	6.94
10-601-3015 PROF. SERVICES-LEGAL	60,000.00	1,774.19	7,101.48	52,898.52	11.84
10-601-3016 CODIFICATION EXPENSE	1,000.00	0.00	3,585.00 (	2,585.00)	358.50
10-601-3020 ASSOCIATION DUES & PUBLICAT	4,000.00	156.50	1,633.96	2,366.04	40.85
10-601-3030 TRAINING/EDUCATION	7,000.00	0.00	710.00	6,290.00	10.14
10-601-3040 TRAVEL/MILEAGE/LODGING/PERD	5,000.00	31.15	3,153.99	1,846.01	63.08
10-601-3050 LIABILITY INSURANCE	7,500.00	0.00	9,042.62 (	1,542.62)	120.57
10-601-3075 BANK/CREDIT CARD FEES	6,000.00	287.18	2,171.91	3,828.09	36.20
10-601-3085 WEBSITE TECHNOLOGY	2,400.00	0.00	2,100.00	300.00	87.50
10-601-3087 CITIZENS COMMUNICATION/EDUC	4,000.00	2,154.00	2,626.86	1,373.14	65.67
TOTAL SERVICES	106,400.00	4,499.52	34,577.86	71,822.14	32.50
CONTRACTUAL					
10-601-4050 DOCUMENT STORAGE/ARCHIVES	5,000.00	526.00	1,213.00	3,787.00	24.26
10-601-4060 IT SERVICES	28,000.00	1,785.00	12,083.00	15,917.00	43.15
10-601-4075 COMPUTER SOFTWARE/INCODE	13,330.00	0.00	12,319.18	1,010.82	92.42
10-601-4083 AUDIT SERVICES	16,900.00	16,000.00	16,000.00	900.00	94.67
10-601-4084 BEXAR COUNTY APPRAISIAL DIS	15,447.00	0.00	4,123.00	11,324.00	26.69
10-601-4085 BEXAR COUNTY TAX ASSESSOR	3,032.00	0.00	3,230.16 (	198.16)	106.54
TOTAL CONTRACTUAL	81,709.00	18,311.00	48,968.34	32,740.66	59.93

10 -GENERAL FUND
ADMINISTRATION

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
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MAINTENANCE					
10-601-5005 EQUIPMENT LEASES	3,600.00	529.22	1,082.83	2,517.17	30.08
10-601-5010 EQUIPMENT MAINT & REPAIR	500.00	0.00	0.00	500.00	0.00
10-601-5015 ELECTRONIC EQPT MAINT	1,000.00	0.00	0.00	1,000.00	0.00
10-601-5030 BUILDING MAINTENANCE	10,000.00	2,795.22	9,613.99	386.01	96.14
TOTAL MAINTENANCE	15,100.00	3,324.44	10,696.82	4,403.18	70.84
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DEPT MATERIALS-SERVICES					
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UTILITES					
10-601-7042 UTILITIES - PHONE/CELL/VOIP	16,620.00	1,373.92	5,495.39	11,124.61	33.06
TOTAL UTILITES	16,620.00	1,373.92	5,495.39	11,124.61	33.06
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CAPITAL OUTLAY					
10-601-8015 NON-CAPITAL-COMPUTER	6,334.00	74.99	743.93	5,590.07	11.75
10-601-8025 NON-CAPTIAL-OFFICE FURNITUR	100.00	0.00	0.00	100.00	0.00
10-601-8080 CAPITAL - IMPROVEMENTS	60,030.00	0.00	7,330.00	52,700.00	12.21
TOTAL CAPITAL OUTLAY	66,464.00	74.99	8,073.93	58,390.07	12.15
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INTERFUND TRANSFERS					
10-601-9010 TRANSFERS/CAPITAL REPLACEME	43,415.00	0.00	0.00	43,415.00	0.00
TOTAL INTERFUND TRANSFERS	43,415.00	0.00	0.00	43,415.00	0.00
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TOTAL ADMINISTRATION	882,090.00	73,838.65	293,023.96	589,066.04	33.22

10 -GENERAL FUND
COURT

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
PERSONNEL					
10-602-1010 SALARIES	44,364.00	3,412.64	15,305.52	29,058.48	34.50
10-602-1015 OVERTIME	1,000.00	0.00	0.00	1,000.00	0.00
10-602-1020 MEDICARE	658.00	49.48	221.92	436.08	33.73
10-602-1025 TWC (SUI)	207.00	0.00	0.00	207.00	0.00
10-602-1035 VISION CARE INSURANCE	122.00	0.00	0.00	122.00	0.00
10-602-1036 LIFE INSURANCE	80.00	6.64	33.20	46.80	41.50
10-602-1037 WORKERS' COMP INSURANCE	127.00	0.00	32.54	94.46	25.62
10-602-1040 TMRS RETIREMENT	6,233.00	703.35	1,634.09	4,598.91	26.22
TOTAL PERSONNEL	52,791.00	4,172.11	17,227.27	35,563.73	32.63
SUPPLIES					
10-602-2020 OFFICE SUPPLIES	700.00	31.28	101.37	598.63	14.48
10-602-2050 PRINTING & COPYING	1,200.00	0.00	87.49	1,112.51	7.29
TOTAL SUPPLIES	1,900.00	31.28	188.86	1,711.14	9.94
SERVICES					
10-602-3015 JUDGE/PROSECUTOR	16,800.00	1,300.00	5,200.00	11,600.00	30.95
10-602-3020 ASSOCIATION DUES & PUBS	200.00	0.00	0.00	200.00	0.00
10-602-3030 TRAINING/EDUCATION	800.00	0.00	475.00	325.00	59.38
10-602-3040 TRAVEL/MILEAGE/LODGING/PERD	800.00	287.57	450.13	349.87	56.27
10-602-3050 LIABILITY INSURANCE	80.00	0.00	96.45 (	16.45)	120.56
10-602-3070 PROPERTY INSURANCE	40.00	0.00	48.23 (	8.23)	120.58
10-602-3075 BANK/CREDIT CARD FEES	2,900.00	47.50	384.69	2,515.31	13.27
TOTAL SERVICES	21,620.00	1,635.07	6,654.50	14,965.50	30.78
CONTRACTUAL					
10-602-4075 COMPUTER SOFTWARE/INCODE	4,128.00	0.00	4,127.76	0.24	99.99
TOTAL CONTRACTUAL	4,128.00	0.00	4,127.76	0.24	99.99
MAINTENANCE					
UTILITES					
10-602-7042 UTILITIES - PHONE/CELL/VOIP	1,020.00	87.21	343.12	676.88	33.64
TOTAL UTILITES	1,020.00	87.21	343.12	676.88	33.64
CAPITAL OUTLAY					
10-602-8010 NON CAPITAL-ELECTRONIC EQUI	0.00	4,735.55	4,735.55 (	4,735.55)	0.00
10-602-8015 NON-CAPITAL-COMPUTER	0.00	0.00	715.35 (	715.35)	0.00
TOTAL CAPITAL OUTLAY	0.00	4,735.55	5,450.90 (	5,450.90)	0.00
TOTAL COURT					
	81,459.00	10,661.22	33,992.41	47,466.59	41.73

10 -GENERAL FUND
PUBLIC WORKS

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
PERSONNEL					
10-603-1010 SALARIES	183,482.00	12,409.24	53,273.73	130,208.27	29.03
10-603-1015 OVERTIME	4,000.00	13.15	627.40	3,372.60	15.69
10-603-1020 MEDICARE	3,099.00	182.27	792.16	2,306.84	25.56
10-603-1025 TWC (SUI)	828.00	6.89	6.89	821.11	0.83
10-603-1030 HEALTH INSURANCE	25,776.00	1,876.99	9,123.76	16,652.24	35.40
10-603-1031 HSA	178.00	10.98	53.20	124.80	29.89
10-603-1033 DENTAL INSURANCE	1,480.00	106.88	524.11	955.89	35.41
10-603-1035 VISION CARE INSURANCE	365.00	25.41	123.67	241.33	33.88
10-603-1036 LIFE INSURANCE	318.00	23.22	112.87	205.13	35.49
10-603-1037 WORKERS' COMP INSURANCE	7,559.00	0.00	1,539.48	6,019.52	20.37
10-603-1040 TMRS RETIREMENT	29,364.00	2,665.67	5,954.80	23,409.20	20.28
10-603-1070 SPECIAL ALLOWANCES	7,200.00	553.88	2,405.91	4,794.09	33.42
TOTAL PERSONNEL	263,649.00	17,874.58	74,537.98	189,111.02	28.27
SUPPLIES					
10-603-2020 OFFICE SUPPLIES	1,000.00	11.98	463.15	536.85	46.32
10-603-2050 PRINTING & COPYING	150.00	0.00	0.00	150.00	0.00
10-603-2060 MEDICAL EXAMS/SCREENING/TES	175.00	0.00	0.00	175.00	0.00
10-603-2070 JANITORIAL SUPPLIES	2,000.00	277.20	839.46	1,160.54	41.97
10-603-2080 UNIFORMS	900.00	255.32	270.32	629.68	30.04
10-603-2090 SMALL TOOLS	3,000.00	318.52	395.94	2,604.06	13.20
10-603-2091 SAFETY GEAR	1,400.00	754.17	1,109.58	290.42	79.26
TOTAL SUPPLIES	8,625.00	1,617.19	3,078.45	5,546.55	35.69
SERVICES					
10-603-3012 PROFESSIONAL - ENGINEERING	26,000.00	0.00	20,000.00	6,000.00	76.92
10-603-3013 PROFESSIONAL SERVICES	19,500.00	5,651.39	9,875.08	9,624.92	50.64
10-603-3020 ASSOCIATION DUES & PUBS	195.00	0.00	0.00	195.00	0.00
10-603-3030 TRAINING/EDUCATION	250.00	0.00	455.00 (	205.00)	182.00
10-603-3040 TRAVEL/MILEAGE/LODGING/PERD	250.00	0.00	0.00	250.00	0.00
10-603-3050 LIABILITY INSURANCE	2,836.00	0.00	3,419.32 (	583.32)	120.57
10-603-3060 UNIFORM SERVICE	1,500.00 (	371.38)	4.15	1,495.85	0.28
10-603-3070 PROPERTY INSURANCE	1,399.00	0.00	1,686.75 (	287.75)	120.57
TOTAL SERVICES	51,930.00	5,280.01	35,440.30	16,489.70	68.25
CONTRACTUAL					
MAINTENANCE					
10-603-5005 EQUIPMENT LEASES	3,000.00	0.00	93.05	2,906.95	3.10
10-603-5010 EQUIPMENT MAINT & REPAIR	15,500.00	1,900.52	3,116.22	12,383.78	20.10
10-603-5020 VEHICLE MAINTENANCE	15,500.00	360.58	992.30	14,507.70	6.40
10-603-5030 BUILDING MAINTENANCE	10,000.00	1,268.94	2,928.52	7,071.48	29.29
10-603-5060 VEHICLE & EQPT FUELS	4,000.00	611.77	928.12	3,071.88	23.20
TOTAL MAINTENANCE	48,000.00	4,141.81	8,058.21	39,941.79	16.79

10 -GENERAL FUND
PUBLIC WORKS

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
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DEPT MATERIALS-SERVICES					
10-603-6011 CHEMICALS	1,000.00	37.88	384.92	615.08	38.49
10-603-6055 FIRE HYDRANTS	2,000.00	0.00	0.00	2,000.00	0.00
10-603-6080 STREET MAINTENANCE	35,000.00	4,471.99	5,885.92	29,114.08	16.82
10-603-6081 SIGN MAINTENANCE	3,000.00	0.00	396.65	2,603.35	13.22
TOTAL DEPT MATERIALS-SERVICES	41,000.00	4,509.87	6,667.49	34,332.51	16.26
UTILITES					
10-603-7040 UTILITIES - ELECTRIC	44,000.00	2,201.98	9,546.90	34,453.10	21.70
10-603-7041 UTILITIES - GAS	2,000.00	2,356.77	4,190.33 (	2,190.33)	209.52
10-603-7042 UTILITIES - PHONE	300.00	19.00	76.00	224.00	25.33
10-603-7044 UTILITIES - WATER	7,200.00	458.72	2,647.39	4,552.61	36.77
10-603-7045 STREET LIGHTS	34,000.00	2,925.63	11,651.10	22,348.90	34.27
TOTAL UTILITES	87,500.00	7,962.10	28,111.72	59,388.28	32.13
CAPITAL OUTLAY					
10-603-8015 NON-CAPITAL-COMPUTER	1,000.00	0.00	0.00	1,000.00	0.00
10-603-8020 NON-CAPITAL-MAINTENANCE EQU	4,000.00	0.00	1,542.02	2,457.98	38.55
10-603-8060 CAPITAL - EQUIPMENT	62,500.00	49,687.66	61,889.29	610.71	99.02
TOTAL CAPITAL OUTLAY	67,500.00	49,687.66	63,431.31	4,068.69	93.97
INTERFUND TRANSFERS					
10-603-9010 TRF TO CAPITAL REPLACEMENT	66,419.00	0.00	0.00	66,419.00	0.00
TOTAL INTERFUND TRANSFERS	66,419.00	0.00	0.00	66,419.00	0.00
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TOTAL PUBLIC WORKS	634,623.00	91,073.22	219,325.46	415,297.54	34.56

10 -GENERAL FUND
FIRE DEPARTMENT

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
PERSONNEL					
10-604-1010 SALARIES	1,069,162.00	78,818.35	335,218.45	733,943.55	31.35
10-604-1015 OVERTIME	25,000.00	1,187.01	12,834.38	12,165.62	51.34
10-604-1020 MEDICARE	16,091.00	1,138.50	4,960.46	11,130.54	30.83
10-604-1025 TWC (SUI)	3,519.00	6.99	6.99	3,512.01	0.20
10-604-1030 HEALTH INSURANCE	109,489.00	9,129.00	43,991.25	65,497.75	40.18
10-604-1031 HSA	755.00	51.80	244.20	510.80	32.34
10-604-1033 DENTAL INSURANCE	6,908.00	549.88	2,608.47	4,299.53	37.76
10-604-1035 VISION CARE INSURANCE	1,623.00	131.82	625.60	997.40	38.55
10-604-1036 LIFE INSURANCE	1,351.00	112.88	538.04	812.96	39.83
10-604-1037 WORKERS' COMP INSURANCE	22,490.00	0.00	5,870.38	16,619.62	26.10
10-604-1040 TMRS RETIREMENT	152,741.00	16,891.09	37,384.13	115,356.87	24.48
10-604-1070 SPECIAL ALLOWANCES	12,700.00	1,315.70	5,350.59	7,349.41	42.13
TOTAL PERSONNEL	1,421,829.00	109,333.02	449,632.94	972,196.06	31.62
SUPPLIES					
10-604-2020 OFFICE SUPPLIES	1,500.00	259.00	744.08	755.92	49.61
10-604-2060 MEDICAL EXAMS/SCREENING/TES	2,000.00	0.00	0.00	2,000.00	0.00
10-604-2070 JANITORIAL SUPPLIES	2,500.00	449.50	449.50	2,050.50	17.98
10-604-2080 UNIFORMS & ACCESORIES	7,000.00	54.18	769.43	6,230.57	10.99
TOTAL SUPPLIES	13,000.00	762.68	1,963.01	11,036.99	15.10
SERVICES					
10-604-3017 PROFESSIONAL - MEDICAL DIRE	5,900.00	405.00	1,605.00	4,295.00	27.20
10-604-3020 ASSOCIATION DUES & PUBS	6,820.00	2,184.00	2,218.00	4,602.00	32.52
10-604-3030 TRAINING/EDUCATION	9,040.00	917.00	1,198.94	7,841.06	13.26
10-604-3040 TRAVEL/MILEAGE/LODGING/PERD	3,000.00	83.27	467.90	2,532.10	15.60
10-604-3050 LIABILITY INSURANCE	13,873.00	0.00	16,726.44 (	2,853.44)	120.57
10-604-3070 PROPERTY INSURANCE	6,899.00	0.00	8,318.01 (	1,419.01)	120.57
10-604-3080 SPECIAL SERVICES	2,710.00	0.00	0.00	2,710.00	0.00
10-604-3090 COMMUNICATIONS SERVICES	4,668.00	353.06	1,404.98	3,263.02	30.10
TOTAL SERVICES	52,910.00	3,942.33	31,939.27	20,970.73	60.37
CONTRACTUAL					
10-604-4045 RADIO ACCESS FEES - COSA	7,000.00	0.00	5,832.00	1,168.00	83.31
10-604-4075 COMPUTER SOFTWARE/MAINTENAN	0.00	216.49	216.49 (	216.49)	0.00
TOTAL CONTRACTUAL	7,000.00	216.49	6,048.49	951.51	86.41
MAINTENANCE					
10-604-5010 EQUIPMENT MAINT & REPAIR	6,000.00	215.50	432.31	5,567.69	7.21
10-604-5020 VEHICLE MAINTENANCE	18,000.00	3,306.10	3,898.34	14,101.66	21.66
10-604-5030 BUILDING MAINTENANCE	7,000.00	0.00	645.09	6,354.91	9.22
10-604-5060 VEHICLE & EQPT FUELS	9,000.00	1,379.13	3,215.77	5,784.23	35.73
TOTAL MAINTENANCE	40,000.00	4,900.73	8,191.51	31,808.49	20.48

10 -GENERAL FUND
FIRE DEPARTMENT

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
DEPT MATERIALS-SERVICES					
10-604-6015 ELECTRONIC EQPT MAINT	9,000.00	1,464.09	2,650.58	6,349.42	29.45
10-604-6030 INVESTIGATIVE SUPPLIES/PROC	1,500.00	0.00	0.00	1,500.00	0.00
10-604-6040 EMS SUPPLIES	26,219.00	1,591.94	5,241.20	20,977.80	19.99
10-604-6045 FIRE FIGHTING EQPT SUPPLIES	14,000.00	0.00	1,188.84	12,811.16	8.49
10-604-6060 PPE MAINTENENCE	14,100.00	266.38	586.08	13,513.92	4.16
TOTAL DEPT MATERIALS-SERVICES	64,819.00	3,322.41	9,666.70	55,152.30	14.91
UTILITES					
10-604-7044 UTILITIES - WATER	2,000.00	200.70	404.64	1,595.36	20.23
TOTAL UTILITES	2,000.00	200.70	404.64	1,595.36	20.23
CAPITAL OUTLAY					
10-604-8010 NON-CAPITAL-ELECTRONIC EQUI	17,854.00	0.00	14,136.98	3,717.02	79.18
10-604-8012 NON-CAPTIAL-FIRE ARMS/TASER	760.00	0.00	797.48 (	37.48)	104.93
10-604-8015 NON-CAPITAL-COMPUTER EQUIPM	500.00	0.00	0.00	500.00	0.00
10-604-8020 NON-CAPTIAL MAINTENANCE EQP	4,000.00	0.00	0.00	4,000.00	0.00
10-604-8025 NON CAPITAL-OFFICE FURN/EQU	500.00	0.00	0.00	500.00	0.00
10-604-8050 CAPTIAL - VEHICLE	180,000.00	0.00	0.00	180,000.00	0.00
10-604-8060 CAPITAL - EQUIPMENT	33,000.00	0.00	0.00	33,000.00	0.00
10-604-8080 CAPITAL - IMPROVEMENT	5,000.00	0.00	0.00	5,000.00	0.00
TOTAL CAPITAL OUTLAY	241,614.00	0.00	14,934.46	226,679.54	6.18
INTERFUND TRANSFERS					
10-604-9000 GRANT EXPENDITURES	17,000.00	0.00	0.00	17,000.00	0.00
10-604-9010 TRF TO CAPITAL REPLACEMENT	209,762.00	0.00	0.00	209,762.00	0.00
TOTAL INTERFUND TRANSFERS	226,762.00	0.00	0.00	226,762.00	0.00
TOTAL FIRE DEPARTMENT	2,069,934.00	122,678.36	522,781.02	1,547,152.98	25.26

10 -GENERAL FUND
POLICE DEPARTMENT

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
PERSONNEL					
10-605-1010 SALARIES	1,075,322.00	82,205.66	370,078.48	705,243.52	34.42
10-605-1015 OVERTIME	12,000.00	0.00	5,732.85	6,267.15	47.77
10-605-1020 MEDICARE	16,167.00	1,181.04	5,436.19	10,730.81	33.63
10-605-1025 TWC (SUI)	3,933.00	0.00	0.00	3,933.00	0.00
10-605-1030 HEALTH INSURANCE	122,437.00	10,203.00	50,804.76	71,632.24	41.49
10-605-1031 HSA	844.00	66.60	333.00	511.00	39.45
10-605-1033 DENTAL INSURANCE	6,908.00	617.10	3,085.50	3,822.50	44.67
10-605-1035 VISION CARE INSURANCE	1,744.00	145.34	726.70	1,017.30	41.67
10-605-1036 LIFE INSURANCE	1,510.00	126.16	630.80	879.20	41.77
10-605-1037 WORKERS' COMP INSURANCE	28,762.00	0.00	7,664.09	21,097.91	26.65
10-605-1040 TMRS RETIREMENT	153,194.00	17,718.69	41,435.40	111,758.60	27.05
10-605-1070 SPECIAL ALLOWANCES	27,625.00	2,313.48	10,276.05	17,348.95	37.20
TOTAL PERSONNEL	1,450,446.00	114,577.07	496,203.82	954,242.18	34.21
SUPPLIES					
10-605-2020 OFFICE SUPPLIES	2,500.00	286.59	1,255.43	1,244.57	50.22
10-605-2050 PRINTING & COPYING	1,300.00	356.00	486.08	813.92	37.39
10-605-2060 MEDICAL/SCREENING/TESTING/B	1,000.00	0.00	0.00	1,000.00	0.00
10-605-2070 JANITROIAL/BUILDING SUPPLIE	500.00	0.00	0.00	500.00	0.00
10-605-2080 UNIFORMS & ACCESSORIES	25,500.00	2,012.00	16,247.64	9,252.36	63.72
TOTAL SUPPLIES	30,800.00	2,654.59	17,989.15	12,810.85	58.41
SERVICES					
10-605-3020 ASSOCIATION DUES & PUBS	5,820.00	959.90	2,630.24	3,189.76	45.19
10-605-3030 TRAINING/EDUCATION	2,000.00	181.22	705.08	1,294.92	35.25
10-605-3040 TRAVEL/MILEAGE/LODGING/PERD	2,500.00	644.87	1,865.27	634.73	74.61
10-605-3050 LIABILITY INSURANCE	12,448.00	0.00	15,008.35 (	2,560.35)	120.57
10-605-3060 UNIFORM MAINTENANCE	3,000.00	0.00	1,431.38	1,568.62	47.71
10-605-3071 PROPERTY INSURANCE	5,692.00	0.00	6,862.75 (	1,170.75)	120.57
10-605-3072 ANIMAL CONTROL SERVICES	12,500.00	2,000.00	4,000.00	8,500.00	32.00
10-605-3087 CITIZENS COMMUNICATION/ED	400.00	163.87	163.87	236.13	40.97
10-605-3090 COMMUNCIATIONS SERVICES	4,600.00	514.77	2,279.42	2,320.58	49.55
TOTAL SERVICES	48,960.00	4,464.63	34,946.36	14,013.64	71.38
CONTRACTUAL					
10-605-4045 CONTRACT/RADIO FEES COSA	8,400.00	0.00	7,776.00	624.00	92.57
10-605-4075 COMPUTER SOFTWARE/INCODE	13,101.00	66.00	9,058.53	4,042.47	69.14
TOTAL CONTRACTUAL	21,501.00	66.00	16,834.53	4,666.47	78.30
MAINTENANCE					
10-605-5005 EQUIPMENT LEASES	2,900.00	417.18	828.25	2,071.75	28.56
10-605-5010 EQUIPMENT MAINT & REPAIR	3,000.00	20.15	2,806.98	193.02	93.57
10-605-5015 ELECTRONIC EQPT MAINT	5,350.00	0.00	113.94	5,236.06	2.13
10-605-5020 VEHICLE MAINTENANCE	23,000.00	2,876.31	7,773.76	15,226.24	33.80
10-605-5060 VEHICLE & EQPT FUELS	30,000.00	5,127.79	10,750.94	19,249.06	35.84
TOTAL MAINTENANCE	64,250.00	8,441.43	22,273.87	41,976.13	34.67

10 -GENERAL FUND
POLICE DEPARTMENT

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<hr/>					
DEPT MATERIALS-SERVICES					
10-605-6030 INVESTIGATIVE SUPPLIES	2,500.00 (	273.09)	114.84	2,385.16	4.59
10-605-6032 POLICE SAFETY SUPPLIES	2,250.00	2,162.06	2,250.00	0.00	100.00
10-605-6035 FIREARMS EQUIPMENT/SUPPLIES	6,000.00	966.61	2,281.18	3,718.82	38.02
TOTAL DEPT MATERIALS-SERVICES	10,750.00	2,855.58	4,646.02	6,103.98	43.22
UTILITES					
10-605-7042 UTILITES- PHONE	4,300.00	345.07	1,719.76	2,580.24	39.99
TOTAL UTILITES	4,300.00	345.07	1,719.76	2,580.24	39.99
CAPITAL OUTLAY					
10-605-8010 NON-CAPITAL-ELECTRONIC EQUI	20,400.00	899.00	14,699.19	5,700.81	72.05
10-605-8012 NON CAPITAL-FIRE ARMS/TASER	8,640.00	0.00	0.00	8,640.00	0.00
10-605-8015 NON-CAPITAL-COMPUTER EQUIP.	9,800.00	45.50	9,459.37	340.63	96.52
10-605-8025 NON-CAPITAL - OFFICE FURNIT	3,102.00	0.00	1,026.74	2,075.26	33.10
10-605-8050 CAPITAL - VEHICLES	120,000.00	40.84	67,947.01	52,052.99	56.62
TOTAL CAPITAL OUTLAY	161,942.00	985.34	93,132.31	68,809.69	57.51
INTERFUND TRANSFERS					
10-605-9000 GRANT EXPENDITURES	15,000.00	0.00	0.00	15,000.00	0.00
TOTAL INTERFUND TRANSFERS	15,000.00	0.00	0.00	15,000.00	0.00
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TOTAL POLICE DEPARTMENT	1,807,949.00	134,389.71	687,745.82	1,120,203.18	38.04

10 -GENERAL FUND
DEVELOPMENT SERVICES

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
PERSONNEL					
SUPPLIES					
10-607-2050 PRINTING & COPYING	500.00	0.00	873.06 (	373.06)	174.61
TOTAL SUPPLIES	500.00	0.00	873.06 (	373.06)	174.61
SERVICES					
10-607-3012 PROF -ENGINEERING REVIEW	10,000.00	0.00	0.00	10,000.00	0.00
10-607-3015 PROF -BLDG INSPECTION SERVI	80,000.00	17,907.50	37,083.50	42,916.50	46.35
10-607-3016 PROF -HEALTH INSPECTOR	2,000.00	180.00	720.00	1,280.00	36.00
10-607-3017 PROF -SANITARY INSPECTION S	3,000.00	1,250.00	1,250.00	1,750.00	41.67
TOTAL SERVICES	95,000.00	19,337.50	39,053.50	55,946.50	41.11
CONTRACTUAL					
10-607-4075 COMPUTER SOFTWARE/MAINTENAN	1,400.00	1,400.00	1,400.00	0.00	100.00
TOTAL CONTRACTUAL	1,400.00	1,400.00	1,400.00	0.00	100.00
MAINTENANCE					
CAPITAL OUTLAY					
INTERFUND TRANSFERS					
TOTAL DEVELOPMENT SERVICES	96,900.00	20,737.50	41,326.56	55,573.44	42.65
TOTAL EXPENDITURES	5,603,039.00	455,873.49	1,807,399.71	3,795,639.29	32.26
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	472,819.83	1,361,750.02 (	1,361,750.02)	0.00

CITY OF SHAVANO PARK
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2018

20 -WATER FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY					
NON-DEPARTMENTAL	996,122.00	47,472.62	291,297.61	704,824.39	29.24
TOTAL REVENUES	996,122.00	47,472.62	291,297.61	704,824.39	29.24
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EXPENDITURE SUMMARY					
WATER DEPARTMENT	808,415.00	51,605.16	283,764.72	524,650.28	35.10
DEBT SERVICE	187,707.00	0.00	0.00	187,707.00	0.00
TOTAL EXPENDITURES	996,122.00	51,605.16	283,764.72	712,357.28	28.49
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00 (	4,132.54)	7,532.89 (	7,532.89)	0.00

20 -WATER FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
NON-DEPARTMENTAL					
WATER SALES					
20-599-5015 WATER CONSUMPTION	609,034.00	30,902.45	208,194.47	400,839.53	34.18
20-599-5016 LATE CHARGES	7,000.00	796.26	1,783.04	5,216.96	25.47
20-599-5018 DEBT SERVICE	53,376.00	4,448.00	17,811.20	35,564.80	33.37
20-599-5019 WATER SERVICE FEE	58,092.00	4,880.40	19,589.12	38,502.88	33.72
20-599-5036 EAA PASS THRU CHARGE	82,626.00	4,452.50	28,341.00	54,285.00	34.30
TOTAL WATER SALES	810,128.00	45,479.61	275,718.83	534,409.17	34.03
MISC./GRANTS/INTEREST					
20-599-7000 INTEREST INCOME	5,000.00	637.17	4,070.89	929.11	81.42
20-599-7011 OTHER INCOME	500.00	0.00 (	0.73)	500.73	0.15-
20-599-7012 LEASE OF WATER RIGHTS	8,800.00	0.00	2,500.00	6,300.00	28.41
20-599-7040 ASR LEASE PROGRAM	24,000.00	0.00	0.00	24,000.00	0.00
20-599-7060 CC SERVICE FEES	4,000.00	27.47	166.86	3,833.14	4.17
20-599-7075 SITE/TOWER LEASE REVENUE	15,165.00	1,266.77	5,057.56	10,107.44	33.35
20-599-7090 SALE OF FIXED ASSETS	0.00	61.60	3,784.20 (	3,784.20)	0.00
TOTAL MISC./GRANTS/INTEREST	57,465.00	1,993.01	15,578.78	41,886.22	27.11
TRANSFERS IN					
20-599-8072 TRF IN - CAPITAL REPLACEMEN	3,780.00	0.00	0.00	3,780.00	0.00
20-599-8099 TRF IN - RESERVES	124,749.00	0.00	0.00	124,749.00	0.00
TOTAL TRANSFERS IN	128,529.00	0.00	0.00	128,529.00	0.00
TOTAL NON-DEPARTMENTAL	996,122.00	47,472.62	291,297.61	704,824.39	29.24
TOTAL REVENUES	996,122.00	47,472.62	291,297.61	704,824.39	29.24
	=====	=====	=====	=====	=====

20 -WATER FUND
WATER DEPARTMENT

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
PERSONNEL					
20-606-1010 SALARIES	173,594.00	13,081.55	52,581.40	121,012.60	30.29
20-606-1015 OVERTIME	7,600.00	783.47	4,448.26	3,151.74	58.53
20-606-1020 MEDICARE	2,523.00	203.56	838.93	1,684.07	33.25
20-606-1025 TWC (SUI)	828.00	5.94	5.94	822.06	0.72
20-606-1030 HEALTH INSURANCE	25,776.00	1,882.01	8,581.73	17,194.27	33.29
20-606-1031 HSA	178.00	11.22	50.40	127.60	28.31
20-606-1033 DENTAL INSURANCE	1,480.00	106.40	484.18	995.82	32.71
20-606-1035 VISION CARE INSURANCE	365.00	25.29	116.01	248.99	31.78
20-606-1036 LIFE INSURANCE	318.00	23.26	106.07	211.93	33.36
20-606-1037 WORKERS' COMP INSURANCE	6,153.00	0.00	1,082.25	5,070.75	17.59
20-606-1040 TMRS RETIREMENT	23,903.00	2,702.89	6,065.86	17,837.14	25.38
20-606-1070 SPECIAL ALLOWANCES	11,700.00	565.46	2,221.44	9,478.56	18.99
TOTAL PERSONNEL	254,418.00	19,391.05	76,582.47	177,835.53	30.10
SUPPLIES					
20-606-2020 OFFICE SUPPLIES	1,400.00	2.36	409.45	990.55	29.25
20-606-2030 POSTAGE	4,000.00	256.88	924.30	3,075.70	23.11
20-606-2050 PRINTING & COPYING	500.00	0.00	63.08	436.92	12.62
20-606-2060 MED EXAMS/SCREENING/TESTING	0.00	0.00	146.50 (	146.50)	0.00
20-606-2070 JANITORIAL SUPPLIES	500.00	0.00	0.00	500.00	0.00
20-606-2075 BANK/CREDITCARD FEES	4,000.00	454.02	2,132.08	1,867.92	53.30
20-606-2080 UNIFORMS	1,000.00	345.99	363.48	636.52	36.35
20-606-2090 SMALL TOOLS	2,000.00	960.55	1,455.73	544.27	72.79
20-606-2091 SAFETY SUPPLIES/EQUIPMENT	1,200.00	214.60	273.33	926.67	22.78
TOTAL SUPPLIES	14,600.00	2,234.40	5,767.95	8,832.05	39.51
SERVICES					
20-606-3012 ENGINEERING SERVICES	1,000.00	191.25	191.25	808.75	19.13
20-606-3013 PROFESSIONAL SERVICES	8,000.00	0.00	0.00	8,000.00	0.00
20-606-3020 ASSOCIATION DUES & PUBS	1,800.00	100.00	280.00	1,520.00	15.56
20-606-3030 TRAINING/EDUCATION	3,000.00	40.00	555.00	2,445.00	18.50
20-606-3040 TRAVEL/MILEAGE/LODGING/PERD	1,500.00	0.00	0.00	1,500.00	0.00
20-606-3050 INSURANCE - LIABILITY	3,022.00	0.00	3,643.57 (	621.57)	120.57
20-606-3060 UNIFORM SERVICES	2,000.00	139.32	514.85	1,485.15	25.74
20-606-3070 INSURANCE - PROPERTY	1,503.00	0.00	1,812.14 (	309.14)	120.57
20-606-3075 WATER CONSERVATION EDUCATIO	100.00	0.00	0.00	100.00	0.00
20-606-3082 WATER ANALYSIS FEES	9,000.00	108.00	2,740.70	6,259.30	30.45
20-606-3090 COMMUNICATIONS SERVICES	0.00 (	831.82) (	831.82)	831.82	0.00
TOTAL SERVICES	30,925.00 (	253.25)	8,905.69	22,019.31	28.80
CONTRACTUAL					
20-606-4075 COMPUTER SOFTWARE/INCODE	8,625.00	128.00	4,148.25	4,476.75	48.10
20-606-4085 EAA -WATER MANAGEMENT FEES	70,045.00	5,606.51	24,912.40	45,132.60	35.57
20-606-4099 WATER RIGHTS/LEASE PAYMENTS	77,951.00	0.00	78,227.10 (	276.10)	100.35
TOTAL CONTRACTUAL	156,621.00	5,734.51	107,287.75	49,333.25	68.50

20 -WATER FUND
WATER DEPARTMENT

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
MAINTENANCE					
20-606-5005 EQUIPMENT LEASES	2,000.00	0.00	415.45	1,584.55	20.77
20-606-5010 EQUIPMENT MAINT & REPAIR	9,000.00	0.00	0.00	9,000.00	0.00
20-606-5015 ELECTRONIC EQPT MAINTENANCE	500.00	0.00	0.00	500.00	0.00
20-606-5020 VEHICLE MAINTENANCE	3,000.00	847.49	894.05	2,105.95	29.80
20-606-5030 BUILDING MAINTENANCE	2,000.00	0.00	2,500.00 (	500.00)	125.00
20-606-5060 VEHICLE & EQPT FUELS	3,500.00	402.52	1,004.51	2,495.49	28.70
TOTAL MAINTENANCE	20,000.00	1,250.01	4,814.01	15,185.99	24.07
DEPT MATERIALS-SERVICES					
20-606-6011 CHEMICALS	14,000.00	5,894.46	7,552.60	6,447.40	53.95
20-606-6050 WATER METERS & BOXES	1,134.00	0.00	3,725.75 (	2,591.75)	328.55
20-606-6055 FIRE HYDRANTS	2,000.00	0.00	2,918.44 (	918.44)	145.92
20-606-6060 HUEBNER STORAGE TANK	8,000.00	919.24	919.24	7,080.76	11.49
20-606-6061 ELEVATED STORAGE TANK- #1 W	5,000.00	394.24	1,015.18	3,984.82	20.30
20-606-6062 WELL SITE #2-EAA MONITORED	500.00	0.00	0.00	500.00	0.00
20-606-6065 WELL SITE #5-EDWARDS BLENDI	3,000.00	48.29	90.36	2,909.64	3.01
20-606-6066 WELL SITE #6-MUNI TRACT	3,000.00	240.43	5,032.99 (	2,032.99)	167.77
20-606-6067 WELL SITE #7	5,000.00	48.29	118.28	4,881.72	2.37
20-606-6068 WELL SITE #8	5,000.00	98.29	209.10	4,790.90	4.18
20-606-6069 WELL SITE #9-TRINITY	5,000.00	0.00	0.00	5,000.00	0.00
20-606-6070 SCADA SYSTEM MAINTENANCE	2,000.00	8.00	2,627.26 (	627.26)	131.36
20-606-6071 SHAVANO DRIVE PUMP STATION	10,000.00	7,168.33	11,520.81 (	1,520.81)	115.21
20-606-6072 WATER SYSTEM MAINTENANCE	15,000.00	3,961.44	4,727.04	10,272.96	31.51
20-606-6080 STREET MAINT SUPPLIES	3,000.00	0.00	0.00	3,000.00	0.00
TOTAL DEPT MATERIALS-SERVICES	81,634.00	18,781.01	40,457.05	41,176.95	49.56
UTILITES					
20-606-7040 UTILITIES - ELECTRIC	61,000.00	4,208.61	19,307.25	41,692.75	31.65
20-606-7042 UTILITIES - PHONE/CELL	800.00	18.99	75.96	724.04	9.50
20-606-7044 UTILITIES - WATER	600.00	49.84	99.85	500.15	16.64
TOTAL UTILITES	62,400.00	4,277.44	19,483.06	42,916.94	31.22
CAPITAL OUTLAY					
20-606-8010 NON-CAP ELECTRONIC EQUIPMEN	1,000.00	0.00	0.00	1,000.00	0.00
20-606-8020 NON-CAPITAL MAINTENANCE EQU	6,500.00	189.99	4,756.64	1,743.36	73.18
20-606-8060 CAPTIAL- EQUIPMENT	5,000.00	0.00	4,906.09	93.91	98.12
20-606-8080 WATER SYSTEM IMPROVEMENTS	40,000.00	0.00	5,241.75	34,758.25	13.10
20-606-8087 WATER METER REPLACEMENT	3,780.00	0.00	5,562.26 (	1,782.26)	147.15
TOTAL CAPITAL OUTLAY	56,280.00	189.99	20,466.74	35,813.26	36.37
INTERFUND TRANSFERS					
20-606-9010 TRF TO GENERAL FUND	22,050.00	0.00	0.00	22,050.00	0.00
20-606-9020 TRF TO CAPITAL REP. FUND 72	109,487.00	0.00	0.00	109,487.00	0.00
TOTAL INTERFUND TRANSFERS	131,537.00	0.00	0.00	131,537.00	0.00
TOTAL WATER DEPARTMENT					
	808,415.00	51,605.16	283,764.72	524,650.28	35.10

20 -WATER FUND
DEBT SERVICE

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<hr/>					
CAPITAL OUTLAY					
20-607-8014 2009 GO REFUND - PRINCIPAL	36,990.00	0.00	0.00	36,990.00	0.00
20-607-8015 2009 GO REFUND - INTEREST	15,279.00	0.00	0.00	15,279.00	0.00
20-607-8016 2017 GO REFUNDING (2009) PR	65,000.00	0.00	0.00	65,000.00	0.00
20-607-8017 2017 GO REFUNDING (2009) IN	70,288.00	0.00	0.00	70,288.00	0.00
20-607-8030 BOND AGENT FEES	150.00	0.00	0.00	150.00	0.00
TOTAL CAPITAL OUTLAY	187,707.00	0.00	0.00	187,707.00	0.00
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TOTAL DEBT SERVICE	187,707.00	0.00	0.00	187,707.00	0.00
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TOTAL EXPENDITURES	996,122.00	51,605.16	283,764.72	712,357.28	28.49
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00 (4,132.54)	7,532.89 (7,532.89)	0.00
	=====	=====	=====	=====	=====

30 -DEBT SERVICE FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY					
NON-DEPARTMENTAL	203,082.00	38,923.05	121,740.73	81,341.27	59.95
TOTAL REVENUES	203,082.00	38,923.05	121,740.73	81,341.27	59.95
	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY					
DEBT SERVICE	203,082.00	0.00	0.00	203,082.00	0.00
TOTAL EXPENDITURES	203,082.00	0.00	0.00	203,082.00	0.00
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	38,923.05	121,740.73 (	121,740.73)	0.00

30 -DEBT SERVICE FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
NON-DEPARTMENTAL					
TAXES					
30-599-1010 CURRENT ADVALOREM TAXES	111,031.00	39,399.98	121,722.00 (	10,691.00)	109.63
30-599-1020 DELINQUENT ADVALOREM TAXES	0.00 (	782.13) (	1,002.84)	1,002.84	0.00
30-599-1030 PENALTY & INTEREST	0.00	10.41	70.37 (	70.37)	0.00
TOTAL TAXES	111,031.00	38,628.26	120,789.53 (	9,758.53)	108.79
TRANSFERS IN					
30-599-8010 INTEREST INCOME	0.00	294.79	951.20 (	951.20)	0.00
30-599-8030 FUND BALANCE - TRANSFER IN	92,051.00	0.00	0.00	92,051.00	0.00
TOTAL TRANSFERS IN	92,051.00	294.79	951.20	91,099.80	1.03
TOTAL NON-DEPARTMENTAL	203,082.00	38,923.05	121,740.73	81,341.27	59.95
TOTAL REVENUES	203,082.00	38,923.05	121,740.73	81,341.27	59.95

30 -DEBT SERVICE FUND
DEBT SERVICE

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<hr/>					
CAPITAL OUTLAY					
30-607-8050 2009 GO REFUNDING-PRINCIPAL	143,010.00	0.00	0.00	143,010.00	0.00
30-607-8052 2009 GO REFUNDING-INTEREST	59,072.00	0.00	0.00	59,072.00	0.00
30-607-8054 BOND AGENT FEE - 2009 REF	1,000.00	0.00	0.00	1,000.00	0.00
TOTAL CAPITAL OUTLAY	203,082.00	0.00	0.00	203,082.00	0.00
<hr/>					
TOTAL DEBT SERVICE	203,082.00	0.00	0.00	203,082.00	0.00
<hr/>					
TOTAL EXPENDITURES	203,082.00	0.00	0.00	203,082.00	0.00
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	38,923.05	121,740.73 (	121,740.73)	0.00
	=====	=====	=====	=====	=====

CITY OF SHAVANO PARK
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2018

40 -CRIME CONTROL DISTRICT
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY					
NON-DEPARTMENTAL	220,837.00	8,289.92	33,821.97	187,015.03	15.32
TOTAL REVENUES	220,837.00	8,289.92	33,821.97	187,015.03	15.32
	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY					
FIRE DEPARMENT	6,612.00	0.00	0.00	6,612.00	0.00
POLICE DEPARTMENT	214,225.00	910.28	6,101.68	208,123.32	2.85
TOTAL EXPENDITURES	220,837.00	910.28	6,101.68	214,735.32	2.76
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	7,379.64	27,720.29 (	27,720.29)	0.00

40 -CRIME CONTROL DISTRICT
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
NON-DEPARTMENTAL					
TAXES					
40-599-1050 SALES - CRIME CONTROL DIST	115,009.00	7,759.32	32,091.67	82,917.33	27.90
TOTAL TAXES	115,009.00	7,759.32	32,091.67	82,917.33	27.90
MISC./GRANTS/INTEREST					
TRANSFERS IN					
40-599-8005 INTEREST INCOME	1,500.00	530.60	1,730.30 (	230.30)	115.35
40-599-8099 FUND BALANCE RESERVE	104,328.00	0.00	0.00	104,328.00	0.00
TOTAL TRANSFERS IN	105,828.00	530.60	1,730.30	104,097.70	1.64
TOTAL NON-DEPARTMENTAL	220,837.00	8,289.92	33,821.97	187,015.03	15.32
TOTAL REVENUES	220,837.00	8,289.92	33,821.97	187,015.03	15.32

40 -CRIME CONTROL DISTRICT
FIRE DEPARMENT

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<hr/>					
CAPITAL OUTLAY					
<hr/>					
INTERFUND TRANSFERS					
40-604-9011 TRANSFER OUT - GENERAL FUND	6,612.00	0.00	0.00	6,612.00	0.00
TOTAL INTERFUND TRANSFERS	6,612.00	0.00	0.00	6,612.00	0.00
<hr/>					
TOTAL FIRE DEPARMENT	6,612.00	0.00	0.00	6,612.00	0.00

40 -CRIME CONTROL DISTRICT
POLICE DEPARTMENT

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
PERSONNEL					
SERVICES					
40-605-3030 TRAINING/EDUCATION	2,500.00	910.28	2,010.28	489.72	80.41
40-605-3087 CITIZENS COMMUNICATION/EDUC	5,500.00	0.00	4,091.40	1,408.60	74.39
TOTAL SERVICES	8,000.00	910.28	6,101.68	1,898.32	76.27
MAINTENANCE					
CAPITAL OUTLAY					
INTERFUND TRANSFERS					
40-605-9011 TRANSFER TO - GENERAL FUND	206,225.00	0.00	0.00	206,225.00	0.00
TOTAL INTERFUND TRANSFERS	206,225.00	0.00	0.00	206,225.00	0.00
TOTAL POLICE DEPARTMENT	214,225.00	910.28	6,101.68	208,123.32	2.85
TOTAL EXPENDITURES	220,837.00	910.28	6,101.68	214,735.32	2.76
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	7,379.64	27,720.29 (	27,720.29)	0.00

CITY OF SHAVANO PARK
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2018

42 -PEG FUNDS
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY					
NON-DEPARTMENTAL	36,000.00	79.61	4,393.96	31,606.04	12.21
TOTAL REVENUES	36,000.00	79.61	4,393.96	31,606.04	12.21
	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY					
ADMINISTRATION	36,000.00	31.95	31.95	35,968.05	0.09
TOTAL EXPENDITURES	36,000.00	31.95	31.95	35,968.05	0.09
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	47.66	4,362.01 (	4,362.01)	0.00

42 -PEG FUNDS
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
NON-DEPARTMENTAL					
FRANCHISE REVENUES					
42-599-2024 FRANCHISE - PEG FEES	15,500.00	0.00	3,892.63	11,607.37	25.11
TOTAL FRANCHISE REVENUES	15,500.00	0.00	3,892.63	11,607.37	25.11
MISC./GRANTS/INTEREST					
42-599-7000 INTEREST	5.00	79.61	501.33 (	496.33)	26.60
TOTAL MISC./GRANTS/INTEREST	5.00	79.61	501.33 (	496.33)	26.60
TRANSFERS IN					
42-599-8099 FUND BALANCE RESERVE	20,495.00	0.00	0.00	20,495.00	0.00
TOTAL TRANSFERS IN	20,495.00	0.00	0.00	20,495.00	0.00
<hr/>					
TOTAL NON-DEPARTMENTAL	36,000.00	79.61	4,393.96	31,606.04	12.21
<hr/>					
TOTAL REVENUES	36,000.00	79.61	4,393.96	31,606.04	12.21
	=====	=====	=====	=====	=====

42 -PEG FUNDS
ADMINISTRATION

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<hr/>					
CAPITAL OUTLAY					
42-601-8030 CAPITAL-ELECTRONIC EQUIPMEN	36,000.00	31.95	31.95	35,968.05	0.09
TOTAL CAPITAL OUTLAY	36,000.00	31.95	31.95	35,968.05	0.09
<hr/>					
TOTAL ADMINISTRATION	36,000.00	31.95	31.95	35,968.05	0.09
<hr/>					
TOTAL EXPENDITURES	36,000.00	31.95	31.95	35,968.05	0.09
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	47.66	4,362.01 (	4,362.01)	0.00
	=====	=====	=====	=====	=====

CITY OF SHAVANO PARK
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2018

PAGE: 1

45 -OAK WILT FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY					
NON-DEPARTMENTAL	10,500.00	2,030.00	4,060.00	6,440.00	38.67
TOTAL REVENUES	10,500.00	2,030.00	4,060.00	6,440.00	38.67
	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY					
ADMINISTRATION	500.00	0.00	0.00	500.00	0.00
TOTAL EXPENDITURES	500.00	0.00	0.00	500.00	0.00
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	10,000.00	2,030.00	4,060.00	5,940.00	40.60

45 -OAK WILT FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<hr/>					
NON-DEPARTMENTAL					
PERMITS & LICENSES					
45-599-3015 TREE TRIMMING PERMITS	10,500.00	2,030.00	4,060.00	6,440.00	38.67
TOTAL PERMITS & LICENSES	10,500.00	2,030.00	4,060.00	6,440.00	38.67
MISC./GRANTS/INTEREST					
	_____	_____	_____	_____	_____
TRANSFERS IN					
	_____	_____	_____	_____	_____
<hr/>					
TOTAL NON-DEPARTMENTAL	10,500.00	2,030.00	4,060.00	6,440.00	38.67
<hr/>					
TOTAL REVENUES	10,500.00	2,030.00	4,060.00	6,440.00	38.67
	=====	=====	=====	=====	=====

45 -OAK WILT FUND
ADMINISTRATION

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<hr/>					
SERVICES					
45-601-3087 CITIZENS COMMUNICATION/EDUC	500.00	0.00	0.00	500.00	0.00
TOTAL SERVICES	500.00	0.00	0.00	500.00	0.00
<hr/>					
DEPT MATERIALS-SERVICES					
<hr/>					
TOTAL ADMINISTRATION	500.00	0.00	0.00	500.00	0.00
<hr/>					
TOTAL EXPENDITURES	500.00	0.00	0.00	500.00	0.00
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	10,000.00	2,030.00	4,060.00	5,940.00	40.60
	=====	=====	=====	=====	=====

48 -STREET MAINTENANCE FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY					
NON-DEPARTMENTAL	115,009.00	7,699.90	32,007.14	83,001.86	27.83
TOTAL REVENUES	115,009.00	7,699.90	32,007.14	83,001.86	27.83
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	115,009.00	7,699.90	32,007.14	83,001.86	27.83

48 -STREET MAINTENANCE FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<hr/>					
NON-DEPARTMENTAL					
TAXES					
48-599-1040 SALES - STREET MAINTENANCE	115,009.00	7,699.90	32,007.14	83,001.86	27.83
TOTAL TAXES	115,009.00	7,699.90	32,007.14	83,001.86	27.83
<hr/>					
TOTAL NON-DEPARTMENTAL	115,009.00	7,699.90	32,007.14	83,001.86	27.83
<hr/>					
TOTAL REVENUES	115,009.00	7,699.90	32,007.14	83,001.86	27.83
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	115,009.00	7,699.90	32,007.14	83,001.86	27.83
	=====	=====	=====	=====	=====

CITY OF SHAVANO PARK
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 201850 -COURT RESTRICTED FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY					
NON-DEPARTMENTAL	7,700.00	548.86	2,587.52	5,112.48	33.60
TOTAL REVENUES	7,700.00	548.86	2,587.52	5,112.48	33.60
	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY					
OPERATING EXPENSES	4,013.00	0.00	0.00	4,013.00	0.00
TOTAL EXPENDITURES	4,013.00	0.00	0.00	4,013.00	0.00
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	3,687.00	548.86	2,587.52	1,099.48	70.18

50 -COURT RESTRICTED FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<hr/>					
NON-DEPARTMENTAL					
COURT FEES					
50-599-4022 COURT EFFICIENCY REVENUE	100.00	4.52	29.17	70.83	29.17
50-599-4023 COURT SECURITY REVENUE	3,400.00	233.29	1,096.46	2,303.54	32.25
50-599-4025 COURT TECHNOLOGY REVENUE	4,200.00	311.05	1,461.89	2,738.11	34.81
TOTAL COURT FEES	7,700.00	548.86	2,587.52	5,112.48	33.60
<hr/>					
TRANSFERS IN					
<hr/>					
TOTAL NON-DEPARTMENTAL	7,700.00	548.86	2,587.52	5,112.48	33.60
<hr/>					
TOTAL REVENUES	7,700.00	548.86	2,587.52	5,112.48	33.60
	=====	=====	=====	=====	=====

50 -COURT RESTRICTED FUND
OPERATING EXPENSES

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
SUPPLIES					
SERVICES					
CONTRACTUAL					
MAINTENANCE					
CAPITAL OUTLAY					
INTERFUND TRANSFERS					
50-602-9010 TRANSFER TO GENERAL FUND	4,013.00	0.00	0.00	4,013.00	0.00
TOTAL INTERFUND TRANSFERS	4,013.00	0.00	0.00	4,013.00	0.00
TOTAL OPERATING EXPENSES	4,013.00	0.00	0.00	4,013.00	0.00
TOTAL EXPENDITURES	4,013.00	0.00	0.00	4,013.00	0.00
REVENUES OVER/ (UNDER) EXPENDITURES	3,687.00	548.86	2,587.52	1,099.48	70.18

CITY OF SHAVANO PARK
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2018

52 -CHILD SAFETY FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY					
NON DEPARTMENTAL	5,500.00	274.38	1,464.92	4,035.08	26.63
TOTAL REVENUES	5,500.00	274.38	1,464.92	4,035.08	26.63
	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY					
FIRE DEPARTMENT	3,000.00	0.00	6.46	2,993.54	0.22
POLICE DEPARTMENT	2,500.00	0.00	614.34	1,885.66	24.57
TOTAL EXPENDITURES	5,500.00	0.00	620.80	4,879.20	11.29
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	274.38	844.12 (	844.12)	0.00

52 -CHILD SAFETY FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<hr/>					
NON DEPARTMENTAL					
MISC./GRANTS/INTEREST					
52-599-7010 SCHOOL GROSSING GUARD FUNDS	3,840.00	274.38	1,464.92	2,375.08	38.15
TOTAL MISC./GRANTS/INTEREST	3,840.00	274.38	1,464.92	2,375.08	38.15
TRANSFERS IN					
52-599-8089 FUND BALANCE RESERVE	1,660.00	0.00	0.00	1,660.00	0.00
TOTAL TRANSFERS IN	1,660.00	0.00	0.00	1,660.00	0.00
<hr/>					
TOTAL NON DEPARTMENTAL	5,500.00	274.38	1,464.92	4,035.08	26.63
<hr/>					
TOTAL REVENUES	5,500.00	274.38	1,464.92	4,035.08	26.63
	=====	=====	=====	=====	=====

52 -CHILD SAFETY FUND
FIRE DEPARTMENT

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<hr/>					
SERVICES					
52-604-3087 CITIZENS COMMUNICATION/EDUC	3,000.00	0.00	6.46	2,993.54	0.22
TOTAL SERVICES	3,000.00	0.00	6.46	2,993.54	0.22
<hr/>					
TOTAL FIRE DEPARTMENT	3,000.00	0.00	6.46	2,993.54	0.22

52 -CHILD SAFETY FUND
POLICE DEPARTMENT

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<hr/>					
SERVICES					
52-605-3087 CITIZENS COMMUNICATION/EDUC	2,500.00	0.00	614.34	1,885.66	24.57
TOTAL SERVICES	2,500.00	0.00	614.34	1,885.66	24.57
<hr/>					
TOTAL POLICE DEPARTMENT	2,500.00	0.00	614.34	1,885.66	24.57
<hr/>					
TOTAL EXPENDITURES	5,500.00	0.00	620.80	4,879.20	11.29
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	274.38	844.12 (	844.12)	0.00
	=====	=====	=====	=====	=====

CITY OF SHAVANO PARK
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2018

53 -LEOSE
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<hr/>					
REVENUE SUMMARY					
NON-DEPARTMENTAL	2,070.00	0.00	0.00	2,070.00	0.00
TOTAL REVENUES	2,070.00	0.00	0.00	2,070.00	0.00
	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY					
POLICE DEPARTMENT	2,070.00	67.00	2,169.00 (	99.00)	104.78
TOTAL EXPENDITURES	2,070.00	67.00	2,169.00 (	99.00)	104.78
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00 (	67.00) (	2,169.00)	2,169.00	0.00

53 -LEOSE
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<hr/>					
NON-DEPARTMENTAL					
POLICE/FIRE REVENUES					
53-599-6020 LEOSE FUNDS	1,563.00	0.00	0.00	1,563.00	0.00
TOTAL POLICE/FIRE REVENUES	1,563.00	0.00	0.00	1,563.00	0.00
TRANSFERS IN					
53-599-8089 FUND BALANCE RESERVE	507.00	0.00	0.00	507.00	0.00
TOTAL TRANSFERS IN	507.00	0.00	0.00	507.00	0.00
<hr/>					
TOTAL NON-DEPARTMENTAL	2,070.00	0.00	0.00	2,070.00	0.00
<hr/>					
TOTAL REVENUES	2,070.00	0.00	0.00	2,070.00	0.00
	=====	=====	=====	=====	=====

53 -LEOSE
POLICE DEPARTMENT

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<hr/>					
SERVICES					
53-605-3030 TRAINING/EDUCATION	2,070.00	67.00	2,169.00 (	99.00)	104.78
TOTAL SERVICES	2,070.00	67.00	2,169.00 (	99.00)	104.78
<hr/>					
TOTAL POLICE DEPARTMENT	2,070.00	67.00	2,169.00 (	99.00)	104.78
<hr/>					
TOTAL EXPENDITURES	2,070.00	67.00	2,169.00 (	99.00)	104.78
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00 (	67.00) (	2,169.00)	2,169.00	0.00
	=====	=====	=====	=====	=====

70 -CAPITAL REPLACEMENT FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY					
OTHER SOURCES	324,596.00	2,481.59	8,213.72	316,382.28	2.53
TOTAL REVENUES	324,596.00	2,481.59	8,213.72	316,382.28	2.53
	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY					
ADMIN	44,030.00	0.00	0.00	44,030.00	0.00
PUBLIC WORKS	37,500.00	0.00	0.00	37,500.00	0.00
FIRE	154,971.00	0.00	0.00	154,971.00	0.00
TOTAL EXPENDITURES	236,501.00	0.00	0.00	236,501.00	0.00
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	88,095.00	2,481.59	8,213.72	79,881.28	9.32

70 -CAPITAL REPLACEMENT FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<hr/>					
OTHER SOURCES					
MISC./GRANTS/INTEREST	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TRANSFERS IN					
70-599-8010 INTEREST INCOME	5,000.00	2,481.59	8,213.72 (	3,213.72)	164.27
70-599-8020 TRF IN - GENERAL FUND	319,596.00	0.00	0.00	319,596.00	0.00
TOTAL TRANSFERS IN	324,596.00	2,481.59	8,213.72	316,382.28	2.53
<hr/>					
TOTAL OTHER SOURCES	324,596.00	2,481.59	8,213.72	316,382.28	2.53
<hr/>					
TOTAL REVENUES	324,596.00	2,481.59	8,213.72	316,382.28	2.53
	=====	=====	=====	=====	=====

70 -CAPITAL REPLACEMENT FUND
COUNCIL

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
CONTRACTUAL					

70 -CAPITAL REPLACEMENT FUND
ADMIN

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<hr/>					
CONTRACTUAL					
<hr/>					
INTERFUND TRANSFERS					
70-601-9010 TRANSFER TO - GENERAL FUND	44,030.00	0.00	0.00	44,030.00	0.00
TOTAL INTERFUND TRANSFERS	44,030.00	0.00	0.00	44,030.00	0.00
<hr/>					
TOTAL ADMIN	44,030.00	0.00	0.00	44,030.00	0.00

70 -CAPITAL REPLACEMENT FUND
PUBLIC WORKS

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
CONTRACTUAL					
CAPITAL OUTLAY					
INTERFUND TRANSFERS					
70-603-9010 TRANSFER TO - GENERAL FUND	37,500.00	0.00	0.00	37,500.00	0.00
TOTAL INTERFUND TRANSFERS	37,500.00	0.00	0.00	37,500.00	0.00
TOTAL PUBLIC WORKS	37,500.00	0.00	0.00	37,500.00	0.00

70 -CAPITAL REPLACEMENT FUND
FIRE

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<hr/>					
CONTRACTUAL					
<hr/>					
INTERFUND TRANSFERS					
70-604-9010 TRANSFER TO - GENERAL FUND	154,971.00	0.00	0.00	154,971.00	0.00
TOTAL INTERFUND TRANSFERS	154,971.00	0.00	0.00	154,971.00	0.00
<hr/>					
TOTAL FIRE	154,971.00	0.00	0.00	154,971.00	0.00

70 -CAPITAL REPLACEMENT FUND
POLICE

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
CONTRACTUAL	_____	_____	_____	_____	_____
MAINTENANCE	_____	_____	_____	_____	_____
INTERFUND TRANSFERS	_____	_____	_____	_____	_____
TOTAL EXPENDITURES	236,501.00 =====	0.00 =====	0.00 =====	236,501.00 =====	0.00 =====
REVENUES OVER/ (UNDER) EXPENDITURES	88,095.00 =====	2,481.59 =====	8,213.72 =====	79,881.28 =====	9.32 =====

CITY OF SHAVANO PARK
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 201872 -WATER CAPITAL REPLACEMENT
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY					
NON-DEPARTMENTAL	109,487.00	0.00	0.00	109,487.00	0.00
TOTAL REVENUES	109,487.00	0.00	0.00	109,487.00	0.00
	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY					
WATER DEPARTMENT	3,780.00	0.00	0.00	3,780.00	0.00
TOTAL EXPENDITURES	3,780.00	0.00	0.00	3,780.00	0.00
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	105,707.00	0.00	0.00	105,707.00	0.00
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	105,707.00	0.00	0.00	105,707.00	0.00
	=====	=====	=====	=====	=====

72 -WATER CAPITAL REPLACEMENT
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<hr/>					
NON-DEPARTMENTAL					
TRANSFERS IN					
72-599-8020 TRANSFER FROM WATER FUND	109,487.00	0.00	0.00	109,487.00	0.00
TOTAL TRANSFERS IN	109,487.00	0.00	0.00	109,487.00	0.00
<hr/>					
TOTAL NON-DEPARTMENTAL	109,487.00	0.00	0.00	109,487.00	0.00
<hr/>					
TOTAL REVENUES	109,487.00	0.00	0.00	109,487.00	0.00
	=====	=====	=====	=====	=====

72 -WATER CAPITAL REPLACEMENT
WATER DEPARTMENT

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
CONTRACTUAL					
CAPITAL OUTLAY					
72-606-8087 WATER METER REPLACEMENT	3,780.00	0.00	0.00	3,780.00	0.00
TOTAL CAPITAL OUTLAY	3,780.00	0.00	0.00	3,780.00	0.00
TOTAL WATER DEPARTMENT	3,780.00	0.00	0.00	3,780.00	0.00
TOTAL EXPENDITURES	3,780.00	0.00	0.00	3,780.00	0.00
REVENUES OVER/ (UNDER) EXPENDITURES	105,707.00	0.00	0.00	105,707.00	0.00
OTHER FINANCING SOURCES					
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER USES	105,707.00	0.00	0.00	105,707.00	0.00

75 -PET DOC & RESCUE FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<hr/>					
REVENUE SUMMARY					
ADMINISTRATION	0.00	1.74	5.74 (	5.74)	0.00
TOTAL REVENUES	0.00	1.74	5.74 (	5.74)	0.00
	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY					
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	1.74	5.74 (	5.74)	0.00

75 -PET DOC & RESCUE FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<hr/>					
ADMINISTRATION					
TAXES					
MISC./GRANTS/INTEREST					
75-599-7000 INTERES INCOME	0.00	1.74	5.74 (	5.74)	0.00
TOTAL MISC./GRANTS/INTEREST	0.00	1.74	5.74 (	5.74)	0.00
<hr/>					
TOTAL ADMINISTRATION	0.00	1.74	5.74 (	5.74)	0.00
<hr/>					
TOTAL REVENUES	0.00	1.74	5.74 (	5.74)	0.00
	=====	=====	=====	=====	=====

75 -PET DOC & RESCUE FUND
ADMINISTRATION

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
PERSONNEL					
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	1.74	5.74 (5.74)	0.00

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CHECK RECONCILIATION REGISTER

PAGE: 1

COMPANY: 10 - GENERAL FUND

CHECK DATE: 1/01/2018 THRU 1/31/2018

ACCOUNT: 11131 PAYROLL CHECKING

CLEAR DATE: 0/00/0000 THRU 99/99/9999

TYPE: All

STATEMENT: 0/00/0000 THRU 99/99/9999

STATUS: All

VOIDED DATE: 0/00/0000 THRU 99/99/9999

FOLIO: A, P

AMOUNT: 0.00 THRU 999,999,999.99

CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
BANK DRAFT:								
11131	1/12/2018	BANK-DRAFT		FROST NATIONAL BANK 941 TAX	17,847.62CR	POSTED	A	1/31/2018
11131	1/12/2018	BANK-DRAFT000001		City of Shavano Park GF/PAYROL	76,659.66CR	POSTED	A	1/31/2018
11131	1/26/2018	BANK-DRAFT		FROST NATIONAL BANK 941 TAX	17,453.52CR	POSTED	A	1/31/2018
11131	1/26/2018	BANK-DRAFT000001		City of Shavano Park GF/PAYROL	75,448.03CR	POSTED	A	1/31/2018
TOTALS FOR ACCOUNT 11131				CHECK TOTAL:	0.00			
				DEPOSIT TOTAL:	0.00			
				INTEREST TOTAL:	0.00			
				MISCELLANEOUS TOTAL:	0.00			
				SERVICE CHARGE TOTAL:	0.00			
				EFT TOTAL:	0.00			
				BANK-DRAFT TOTAL:	187,408.83CR			

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CHECK RECONCILIATION REGISTER

PAGE: 2

COMPANY: 10 - GENERAL FUND

ACCOUNT: 11132

FROST OPERATING CHECKING

TYPE: All

STATUS: All

FOLIO: A, P

CHECK DATE: 1/01/2018 THRU 1/31/2018

CLEAR DATE: 0/00/0000 THRU 99/99/9999

STATEMENT: 0/00/0000 THRU 99/99/9999

VOIDED DATE: 0/00/0000 THRU 99/99/9999

AMOUNT: 0.00 THRU 999,999,999.99

CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
<hr/>								
BANK DRAFT:								
11132	1/11/2018	BANK-DRAFT		Texas Comptroller of Public Ac	21,558.65CR	CLEARED	A	1/31/2018
<hr/>								
CHECK:								
11132	1/03/2018	CHECK	039977	ALAMO TEES & ADVERTISING	159.00CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	039978	ARBOR DAY FOUNDATION	15.00CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	039979	ARMSTRONG, VAUGHAN & ASSOCIATE	10,000.00CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	039980	ARROW INTERNATIONAL, INC	210.34CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	039981	AT&T Mobility	8.40CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	039982	AT&T Mobility	264.63CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	039983	BOB J. JOHNSON & ASSOCIATES	858.33CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	039984	CMC GOVERNMENT SUPPLY	152.03CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	039985	CULLEN EMERGENCY VEHICLES LLC	150.00CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	039986	Dailey Wells Communications, I	115.00CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	039987	Denton, Navarro, Rocha, Bernal	3,331.61CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	039988	EVERGREEN SOUTHWEST	1,040.00CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	039989	FIRETROL PROTECTION SYSTEMS IN	275.00CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	039990	GALLS	607.60CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	039991	GT Distributors, Inc.	196.50CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	039992	HEAT Safety Equipment	1,356.35CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	039993	Intruder Alert Systems	85.90CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	039994	Linebarger, Goggan, Blair & Sa	557.40CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	039995	Lowe's Companies Inc.	303.48CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	039996	Meyer Tire Supply	295.65CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	039997	Nardis Public Safety	1,841.09CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	039998	VOID CHECK	0.00	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	039999	Orkin Inc.	108.36CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	040000	POINT EMBLEMS LLC	860.00CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	040001	The Police and Sheriffs Press,	45.00CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	040002	POLICE ONE	225.00CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	040003	Quick Courier	38.00CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	040004	Red McCombs Automotive	563.50CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	040005	GE Money Bank	30.09CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	040006	Sorcerers apPRINTice	67.00CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	040007	UNIFIRST	491.02CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	040008	Verizon	898.16CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	040009	VOSS LIGHTING	188.00CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	040010	WRC LLC	240.00CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	040011	CIVIL SYSTEMS INC	250.00CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	040012	TRAC-N- TROL INC	2,627.26CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	040013	Ralph N. Terpolilli	430.00CR	CLEARED	A	1/31/2018
11132	1/03/2018	CHECK	040014	STEFANI BYRON-WADE	108.25CR	CLEARED	A	1/31/2018
11132	1/04/2018	CHECK	040015	DARRELL S. DULNIG	650.00CR	CLEARED	A	1/31/2018
11132	1/04/2018	CHECK	040016	Frazer, Ltd.	32.77CR	CLEARED	A	1/31/2018
11132	1/04/2018	CHECK	040017	HORIZON TELEPHONE SYSTEMS, INC	6,089.16CR	CLEARED	A	1/31/2018

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CHECK RECONCILIATION REGISTER

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COMPANY: 10 - GENERAL FUND

ACCOUNT: 11132

FROST OPERATING CHECKING

TYPE: All

STATUS: All

FOLIO: A, P

CHECK DATE: 1/01/2018 THRU 1/31/2018

CLEAR DATE: 0/00/0000 THRU 99/99/9999

STATEMENT: 0/00/0000 THRU 99/99/9999

VOIDED DATE: 0/00/0000 THRU 99/99/9999

AMOUNT: 0.00 THRU 999,999,999.99

CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK:								
11132	1/04/2018	CHECK	040018	Pollution Control Services	849.00CR	CLEARED	A	1/31/2018
11132	1/04/2018	CHECK	040019	Pride Cleaners - JLN Services,	1,019.07CR	CLEARED	A	1/31/2018
11132	1/04/2018	CHECK	040020	Stephen P. Takas, Jr.	650.00CR	CLEARED	A	1/31/2018
11132	1/04/2018	CHECK	040021	Top Brass	206.95CR	CLEARED	A	1/31/2018
11132	1/04/2018	CHECK	040022	Bound Tree Medical LLC	910.06CR	CLEARED	A	1/31/2018
11132	1/08/2018	CHECK	040023	TMRS	71,460.53CR	CLEARED	A	1/31/2018
11132	1/11/2018	CHECK	040024	A-1 Enterprise Inc.	78.50CR	CLEARED	A	1/31/2018
11132	1/11/2018	CHECK	040025	ALAMO AREA COUNCIL OF GOVERNMENT	600.00CR	CLEARED	A	1/31/2018
11132	1/11/2018	CHECK	040026	Alamo Area Fire Chiefs Associa	25.00CR	CLEARED	A	1/31/2018
11132	1/11/2018	CHECK	040027	Bruce C. Bealor	8,000.00CR	CLEARED	A	1/31/2018
11132	1/11/2018	CHECK	040028	CMC GOVERNMENT SUPPLY	685.11CR	CLEARED	A	1/31/2018
11132	1/11/2018	CHECK	040029	Dawn E. Robles	411.13CR	CLEARED	A	1/31/2018
11132	1/11/2018	CHECK	040030	DELUXE	1,006.61CR	CLEARED	A	1/31/2018
11132	1/11/2018	CHECK	040031	Michael D. Harrison	1,000.00CR	CLEARED	A	1/31/2018
11132	1/11/2018	CHECK	040032	Ferguson Waterworks	5,265.70CR	CLEARED	A	1/31/2018
11132	1/11/2018	CHECK	040033	JANI-KING OF SAN ANTONIO	652.39CR	CLEARED	A	1/31/2018
11132	1/11/2018	CHECK	040034	LexisNexis Risk Solutions	33.00CR	CLEARED	A	1/31/2018
11132	1/11/2018	CHECK	040035	Nardis Public Safety	239.95CR	CLEARED	A	1/31/2018
11132	1/11/2018	CHECK	040036	Neighborhood News	608.51CR	CLEARED	A	1/31/2018
11132	1/11/2018	CHECK	040037	Northern Tool and Equipment Co	79.98CR	CLEARED	A	1/31/2018
11132	1/11/2018	CHECK	040038	Office Depot	252.63CR	CLEARED	A	1/31/2018
11132	1/11/2018	CHECK	040039	Petty Cash - Police Department	48.25CR	CLEARED	A	1/31/2018
11132	1/11/2018	CHECK	040040	Petty Cash - Water Department	171.30CR	CLEARED	A	1/31/2018
11132	1/11/2018	CHECK	040041	Praxair Distribution Inc.	5,162.44CR	CLEARED	A	1/31/2018
11132	1/11/2018	CHECK	040042	Ralph N. Terpolilli	400.00CR	CLEARED	A	1/31/2018
11132	1/11/2018	CHECK	040043	Red McCombs Automotive	882.68CR	CLEARED	A	1/31/2018
11132	1/11/2018	CHECK	040044	SOUTH TEXAS LANDSCAPING & TREE	4,999.00CR	CLEARED	A	1/31/2018
11132	1/11/2018	CHECK	040045	T.M.C.C.P.	48.50CR	CLEARED	A	1/31/2018
11132	1/11/2018	CHECK	040046	TCEQ	100.00CR	CLEARED	A	1/31/2018
11132	1/11/2018	CHECK	040047	US BANK VOYAGER FLEET SYSTEM	3,723.98CR	CLEARED	A	1/31/2018
11132	1/11/2018	CHECK	040048	US UNDERWATER SERVICES LLC	2,725.00CR	CLEARED	A	1/31/2018
11132	1/11/2018	CHECK	040049	WRC LLC	6,778.69CR	CLEARED	A	1/31/2018
11132	1/11/2018	CHECK	040050	WELSCO Inc.	106.52CR	CLEARED	A	1/31/2018
11132	1/11/2018	CHECK	040051	ZOLL Medical Corporation	825.00CR	CLEARED	A	1/31/2018
11132	1/12/2018	CHECK	040052	TX CSDU	443.01CR	CLEARED	A	1/31/2018
11132	1/12/2018	CHECK	040053	ICMA - Vantagepoint Transfer-4	2,535.00CR	CLEARED	A	1/31/2018
11132	1/22/2018	CHECK	040054	A-1 Enterprise Inc.	362.79CR	CLEARED	A	1/31/2018
11132	1/22/2018	CHECK	040055	ANGEL MENDOZA	150.00CR	CLEARED	A	1/31/2018
11132	1/22/2018	CHECK	040056	City of Shavano Park Water Dep	378.66CR	CLEARED	A	1/31/2018
11132	1/22/2018	CHECK	040057	City Public Service	3,568.73CR	OUTSTND	A	0/00/0000
11132	1/22/2018	CHECK	040058	City Public Service	3,446.24CR	OUTSTND	A	0/00/0000
11132	1/22/2018	CHECK	040059	City Public Service	2,725.84CR	CLEARED	A	1/31/2018
11132	1/22/2018	CHECK	040060	CIVIL SYSTEMS INC	330.00CR	CLEARED	A	1/31/2018
11132	1/22/2018	CHECK	040061	DeWinne Equipment Co.	464.74CR	OUTSTND	A	0/00/0000

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CHECK RECONCILIATION REGISTER

PAGE: 4

COMPANY: 10 - GENERAL FUND
 ACCOUNT: 11132 FROST OPERATING CHECKING
 TYPE: All
 STATUS: All
 FOLIO: A, P

CHECK DATE: 1/01/2018 THRU 1/31/2018
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK:								
11132	1/22/2018	CHECK	040062	Edwards Aquifer Authority	2,803.26CR	CLEARED	A	1/31/2018
11132	1/22/2018	CHECK	040063	Edwards Aquifer Authority	2,803.25CR	CLEARED	A	1/31/2018
11132	1/22/2018	CHECK	040064	GREG WOODRUFF	300.00CR	CLEARED	A	1/31/2018
11132	1/22/2018	CHECK	040065	Hank Storbeck Garage, Inc.	21.00CR	OUTSTND	A	0/00/0000
11132	1/22/2018	CHECK	040066	Home Depot Credit Service	630.25CR	CLEARED	A	1/31/2018
11132	1/22/2018	CHECK	040067	HORIZON TELEPHONE SYSTEMS, INC	1,785.00CR	OUTSTND	A	0/00/0000
11132	1/22/2018	CHECK	040068	INTERNATIONAL ASSOC OF CHIEFS	150.00CR	OUTSTND	A	0/00/0000
11132	1/22/2018	CHECK	040069	Interstate Batteries	778.25CR	OUTSTND	A	0/00/0000
11132	1/22/2018	CHECK	040070	Ivan Hernandez	300.00CR	OUTSTND	A	0/00/0000
11132	1/22/2018	CHECK	040071	JASON RUBIO	79.52CR	OUTSTND	A	0/00/0000
11132	1/22/2018	CHECK	040072	KFW ENGINEERS	191.25CR	OUTSTND	A	0/00/0000
11132	1/22/2018	CHECK	040073	LOGIX COMMUNICATIONS	1,233.00CR	CLEARED	A	1/31/2018
11132	1/22/2018	CHECK	040074	Omnibase Services of Texas LP	474.00CR	CLEARED	A	1/31/2018
11132	1/22/2018	CHECK	040075	Petty Cash - Fire Department	16.98CR	CLEARED	A	1/31/2018
11132	1/22/2018	CHECK	040076	Pitney Bowes - PURCHASE POWER	223.72CR	OUTSTND	A	0/00/0000
11132	1/22/2018	CHECK	040077	Safesite, Inc.	238.00CR	CLEARED	A	1/31/2018
11132	1/22/2018	CHECK	040078	San Antonio Express News	96.50CR	OUTSTND	A	0/00/0000
11132	1/22/2018	CHECK	040079	STAPLES ADVANTAGE	63.27CR	CLEARED	A	1/31/2018
11132	1/22/2018	CHECK	040080	Southwest Texas Regional Advis	1,800.00CR	CLEARED	A	1/31/2018
11132	1/22/2018	CHECK	040081	THE UPS STORE #4997	11.73CR	CLEARED	A	1/31/2018
11132	1/22/2018	CHECK	040082	VOSS LIGHTING	131.00CR	CLEARED	A	1/31/2018
11132	1/22/2018	CHECK	040083	WILLIAM R LACY	100.94CR	CLEARED	A	1/31/2018
11132	1/22/2018	CHECK	040084	Zep Manufacturing Company	251.80CR	CLEARED	A	1/31/2018
11132	1/22/2018	CHECK	040085	COOPER EQUIPMENT CO	49,687.66CR	CLEARED	A	1/31/2018
11132	1/22/2018	CHECK	040086	GARRETT ELECTRONICS INC	4,401.44CR	CLEARED	A	1/31/2018
11132	1/22/2018	CHECK	040087	KYLE W. MULLINS	196.00CR	CLEARED	A	1/31/2018
11132	1/22/2018	CHECK	040088	Michael P. Naughton	196.00CR	OUTSTND	A	0/00/0000
11132	1/25/2018	CHECK	040089	TX CSDU	443.01CR	CLEARED	A	1/31/2018
11132	1/25/2018	CHECK	040090	ICMA - Vantagepoint Transfer-4	2,535.00CR	OUTSTND	A	0/00/0000
11132	1/25/2018	CHECK	040091	TML MULTISTATE IEBP	36,687.53CR	OUTSTND	A	0/00/0000
11132	1/25/2018	CHECK	040092	VOID CHECK	0.00	OUTSTND	A	0/00/0000
11132	1/25/2018	CHECK	040093	VOID CHECK	0.00	OUTSTND	A	0/00/0000
11132	1/25/2018	CHECK	040094	VOID CHECK	0.00	OUTSTND	A	0/00/0000
11132	1/25/2018	CHECK	040095	VOID CHECK	0.00	OUTSTND	A	0/00/0000
11132	1/25/2018	CHECK	040096	VOID CHECK	0.00	OUTSTND	A	0/00/0000
11132	1/30/2018	CHECK	040097	ARROW INTERNATIONAL, INC	563.15CR	OUTSTND	A	0/00/0000
11132	1/30/2018	CHECK	040098	AT&T Mobility	10.45CR	OUTSTND	A	0/00/0000
11132	1/30/2018	CHECK	040099	AT&T Mobility	353.80CR	OUTSTND	A	0/00/0000
11132	1/30/2018	CHECK	040100	AT&T Mobility	40.99CR	OUTSTND	A	0/00/0000
11132	1/30/2018	CHECK	040101	B. Rhodes Electric, Inc.	1,333.50CR	OUTSTND	A	0/00/0000
11132	1/30/2018	CHECK	040102	BizDoc, Inc.	602.36CR	OUTSTND	A	0/00/0000
11132	1/30/2018	CHECK	040103	CENTRAL TEXAS WATER MAINTENANC	525.00CR	OUTSTND	A	0/00/0000
11132	1/30/2018	CHECK	040104	CLIA Laboratory Program	150.00CR	OUTSTND	A	0/00/0000
11132	1/30/2018	CHECK	040105	Davis & Stanton	314.00CR	OUTSTND	A	0/00/0000

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CHECK RECONCILIATION REGISTER

PAGE: 5

COMPANY: 10 - GENERAL FUND

ACCOUNT: 11132

FROST OPERATING CHECKING

TYPE: All

STATUS: All

FOLIO: A, P

CHECK DATE: 1/01/2018 THRU 1/31/2018

CLEAR DATE: 0/00/0000 THRU 99/99/9999

STATEMENT: 0/00/0000 THRU 99/99/9999

VOIDED DATE: 0/00/0000 THRU 99/99/9999

AMOUNT: 0.00 THRU 999,999,999.99

CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
11132	1/30/2018	CHECK	040106	The Reinalt-Thomas Corporation	153.50CR	OUTSTND	A	0/00/0000
11132	1/30/2018	CHECK	040107	GALLS	37.20CR	OUTSTND	A	0/00/0000
11132	1/30/2018	CHECK	040108	Goodyear Auto Service Ctr.	1,776.60CR	OUTSTND	A	0/00/0000
11132	1/30/2018	CHECK	040109	Grainger	422.03CR	OUTSTND	A	0/00/0000
11132	1/30/2018	CHECK	040110	Tyler Technologies, Inc. INCO	128.00CR	OUTSTND	A	0/00/0000
11132	1/30/2018	CHECK	040111	International Code Council (IC	209.00CR	OUTSTND	A	0/00/0000
11132	1/30/2018	CHECK	040112	Intruder Alert Systems	85.90CR	OUTSTND	A	0/00/0000
11132	1/30/2018	CHECK	040113	Koetter Fire Protection of San	600.00CR	OUTSTND	A	0/00/0000
11132	1/30/2018	CHECK	040114	LOCKHILL RETAIL, INC	340.00CR	OUTSTND	A	0/00/0000
11132	1/30/2018	CHECK	040115	Mark Dykes	1,400.00CR	OUTSTND	A	0/00/0000
11132	1/30/2018	CHECK	040116	MICAH KERR	150.50CR	OUTSTND	A	0/00/0000
11132	1/30/2018	CHECK	040117	NAFECO, Inc.	215.38CR	OUTSTND	A	0/00/0000
11132	1/30/2018	CHECK	040118	Parking Lot Store	4,471.99CR	OUTSTND	A	0/00/0000
11132	1/30/2018	CHECK	040119	Petty Cash - Police Department	62.93CR	OUTSTND	A	0/00/0000
11132	1/30/2018	CHECK	040120	Pitney Bowes -LEASING	170.13CR	OUTSTND	A	0/00/0000
11132	1/30/2018	CHECK	040121	PLASTIC SUPPLY OF SAN ANTONIO	258.00CR	OUTSTND	A	0/00/0000
11132	1/30/2018	CHECK	040122	Records Consultants	288.00CR	OUTSTND	A	0/00/0000
11132	1/30/2018	CHECK	040123	GE Money Bank	243.24CR	OUTSTND	A	0/00/0000
11132	1/30/2018	CHECK	040124	SECURITY ENGINEERING MACHINE C	899.00CR	OUTSTND	A	0/00/0000
11132	1/30/2018	CHECK	040125	Time Warner Cable	75.33CR	OUTSTND	A	0/00/0000
11132	1/30/2018	CHECK	040126	USA BLUEBOOK	1,260.10CR	OUTSTND	A	0/00/0000
MISCELLANEOUS:								
11132	1/03/2018	MISC.	039702	STEFANI BYRON-WADE UNPOST	103.25	CLEARED	A	1/31/2018
11132	1/03/2018	MISC.	039790	Ralph N. Terpolilli UNPOST	425.00	CLEARED	A	1/31/2018
11132	1/03/2018	MISC.	039970	TRAC-N- TROL INC UNPOST	2,619.26	CLEARED	A	1/31/2018
11132	1/31/2018	MISC.	039623	ALBERT URESTI / TAX ASSUNPOST	6.50	CLEARED	A	1/31/2018
11132	1/31/2018	MISC.	039967	STAPLES ADVANTAGE UNPOST	192.32	CLEARED	A	1/31/2018
TOTALS FOR ACCOUNT 11132								
			CHECK	TOTAL:	295,944.81CR			
			DEPOSIT	TOTAL:	0.00			
			INTEREST	TOTAL:	0.00			
			MISCELLANEOUS	TOTAL:	3,346.33			
			SERVICE CHARGE	TOTAL:	0.00			
			EFT	TOTAL:	0.00			
			BANK-DRAFT	TOTAL:	21,558.65CR			

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CHECK RECONCILIATION REGISTER

PAGE: 6

COMPANY: 10 - GENERAL FUND

ACCOUNT: 11133

VISA- FROST SPECIAL ACCOUNT

TYPE: All

STATUS: All

FOLIO: A, P

CHECK DATE: 1/01/2018 THRU 1/31/2018

CLEAR DATE: 0/00/0000 THRU 99/99/9999

STATEMENT: 0/00/0000 THRU 99/99/9999

VOIDED DATE: 0/00/0000 THRU 99/99/9999

AMOUNT: 0.00 THRU 999,999,999.99

CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
BANK DRAFT: -----								
11133	1/01/2018	BANK-DRAFT		FROST - VISA DEBIT CARD	2,652.32CR	POSTED	A	1/01/2018
11133	1/31/2018	BANK-DRAFT		FROST - VISA DEBIT CARD	1,270.47CR	POSTED	A	1/31/2018
TOTALS FOR ACCOUNT 11133				CHECK TOTAL:	0.00			
				DEPOSIT TOTAL:	0.00			
				INTEREST TOTAL:	0.00			
				MISCELLANEOUS TOTAL:	0.00			
				SERVICE CHARGE TOTAL:	0.00			
				EFT TOTAL:	0.00			
				BANK-DRAFT TOTAL:	3,922.79CR			
TOTALS FOR GENERAL FUND				CHECK TOTAL:	295,944.81CR			
				DEPOSIT TOTAL:	0.00			
				INTEREST TOTAL:	0.00			
				MISCELLANEOUS TOTAL:	3,346.33			
				SERVICE CHARGE TOTAL:	0.00			
				EFT TOTAL:	0.00			
				BANK-DRAFT TOTAL:	212,890.27CR			

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CHECK RECONCILIATION REGISTER

PAGE: 7

COMPANY: 20 - WATER FUND
ACCOUNT: 11131 FROST-CHECKING
TYPE: All
STATUS: All
FOLIO: A, P

CHECK DATE: 1/01/2018 THRU 1/31/2018
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
BANK DRAFT:								
11131	1/12/2018	BANK-DRAFT		City of Shavano Park GF/PAYROL	5,763.93CR	CLEARED	A	1/31/2018
11131	1/26/2018	BANK-DRAFT		City of Shavano Park GF/PAYROL	5,293.00CR	CLEARED	A	1/31/2018
CHECK:								
11131	1/03/2018	CHECK	006841	VAZQUEZ, SHELBY	250.00CR	CLEARED	A	1/31/2018
MISCELLANEOUS:								
11131	1/29/2018	MISC.	006759	HOLLAND, BARBARA UNPOST	78.86	CLEARED	A	1/31/2018
TOTALS FOR ACCOUNT 11131				CHECK	TOTAL:	250.00CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	78.86		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	11,056.93CR		
TOTALS FOR WATER FUND				CHECK	TOTAL:	250.00CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	78.86		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	11,056.93CR		

1. CALL MEETING TO ORDER

Mayor Werner called the meeting to order at 6:30 p.m.

PRESENT:

ABSENT:

Alderman Colemere

Alderman Heintzelman

Alderman Hisel

Mayor Pro Tem Ross

Alderman Simpson

Mayor Werner

2. PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Pro Tem Ross led the Pledge of Allegiance to the Flag. Mayor Werner led the Invocation.

3. CITIZENS TO BE HEARD

Citizens Goodman and Prest addressed City Council regarding the wall on NW Highway.

4. CITY COUNCIL COMMENTS

City Council welcomed all to the meeting.

5. PRESENTATIONS, COMMENDATIONS AND ANNOUNCEMENTS

5.1. Recognition - Holiday Event - Mayor Pro Tem Ross

Mayor Pro Tem Ross thanked all for coming out to the Holiday Event. We had a great event and thanked staff and volunteers for making it a success.

5.2. Proclamation - Honoring Willow Wood resident Tommy Flores, King for the Especial Royal Court - Mayor Werner

Mayor Werner presented a proclamation to Willow Wood resident Tommy Flores, King for the Especial Royal Court.

6. REGULAR AGENDA ITEMS

6.1. Discussion / action - Accepting the 2017 Audit - City Manager

Phil Vaughn, Armstrong, Vaughn and Associates, presented the 2017 Audit.

Mayor Pro Tem Ross made a motion to accept the 2017 Audit.

Alderman Heintzelman seconded the motion.

The motion to accept the 2017 Audit carried unanimously.

6.2. Discussion / action - Presentation of Drainage Improvement Plan and prioritization and funding options for consideration - City Manager

Mayor Pro Tem Ross made a motion to authorize staff to prioritize the drainage plan up to \$1 Million dollars in budget FY 2018.

Alderman Heintzelman seconded the motion.

Alderman Simpson made a motion to substitute to authorize the City Manager to implement Phase I of Option #1 and submit an appropriate budget amendment to cover expenditures of Phase I and other planning expenses.

Alderman Hisel seconded the motion.

The motion to substitute to authorize the City Manager to implement Phase I of Option #1 and submit an appropriate budget amendment to cover expenditures carried with the following vote:

AYES: 3; NAYES: 2 (Mayor Pro Tem Ross / Alderman Heintzelman)

The vote on the substitute motion carried with the unanimous vote.

6.3. Discussion / action - Shavano Estates rock wall along NW Military - City Manager

Alderman Simpson made a motion to adjourn into Executive Session.

Mayor Pro Tem Ross seconded the motion.

The Open Meeting closed at 7:43 p.m.

The Open Meeting reconvened at 7:57 p.m.

Alderman Simpson made a motion that we find repairing the wall to have a public purpose and authorize the City Manager to expeditiously coordinate with the property owners and Denton / BitterBlue with Denton or the property owners to take the lead and the City contribute not more than \$20,000, to be taken from fund balance, with the remainder of the cost being borne by the other parties.

Alderman Heintzelman seconded the motion.

The motion that we find repairing the wall to have a public purpose and authorize the City Manager to expeditiously coordinate with the property owners and Denton / BitterBlue with Denton or the property owners to take the lead and the City contribute not more than \$20,000, to be taken from fund balance, with the remainder of the cost being borne by the other parties carried with the following vote:

AYES: 3; NAYES: 2 (Alderman Colemere / Mayor Pro Tem Ross)

6.4. Discussion / action - 2017 Annual Crime Report - Police Chief

Chief Lacy presented the 2017 Annual Crime Report.

6.5. Discussion / action - Transfer portions of Fund Balance to Capital Replacement / Improvement Fund - City Manager

Alderman Simpson made a motion that we amend the budget to transfer excess fund balance of \$251,000 to the Fire Department Capital Replacement Fund line of Ladder Truck.

Alderman Hisel seconded the motion.

Mayor Pro Tem Ross made a substitute motion to transfer \$251,000 to categories as recommended by staff.

Alderman Hisel seconded the motion.

The vote on the substitute motion to transfer \$251,000 to categories as recommended by staff carried with the following vote:

AYES: 4; NAYES: 1 (Alderman Simpson)

The vote on the primary motion which is to transfer \$251,000 to categories as recommended by staff carried with the following vote with a unanimous vote:

6.6. Discussion / action - Purchase additional water rights in lieu of renewal of existing Edwards Aquifer Water Leases (2019) - City Manager

Alderman Heintzelman made a motion to approve the purchase additional water rights in lieu of renewal of existing Edwards Aquifer Water Leases (2019).

Mayor Pro Tem Ross seconded the motion.

The motion to approve the purchase additional water rights in lieu of renewal of existing Edwards Aquifer Water Leases (2019) carried with a unanimous vote.

6.7. Discussion / action - Appointment of Council Appointed Positions (Bank Services / City Medical Director / IT Services) - City Manager

Alderman Simpson made a motion to continue services with Dr. Terpolli and HTS for IT services and direct staff to request proposals for banking services.

Alderman Colemere seconded the motion.

The motion to continue services with Dr. Terpolli and HTS for IT services and direct staff to request proposals for banking services carried unanimously.

6.8. Discussion / action - Authorizing the City Manager to enter into contract to hire an interim Finance Director - City Manager

Mayor Pro Tem Ross made a motion to authorize the City Manager to enter into a contract to hire an interim Finance Director.

Alderman Simpson seconded the motion.

The motion to authorize the City Manager to enter into contract to hire an interim Finance Director carried with a unanimous vote.

7. CITY MANAGER'S REPORT

All matters listed under this item are considered routine by the City Council and will only be considered at the request of one or more Aldermen. Coincident with each listed item, discussion will generally occur.

7.1. Building Permit Activity Report

7.2. Fire Department Activity Report

7.3. Municipal Court Activity Report

7.4. Police Department Activity Report

7.5. Public Works Activity Report

7.6. Finance Report

8. CONSENT AGENDA

All matters listed under this item are considered routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired by any Alderman on any item, that item will be removed from the consent agenda and will be considered separately.

8.1. Approval - City Council Meeting Minutes, November 27, 2017

8.2. Accept - Planning & Zoning Commission Meeting Minutes, November 1, 2017

8.3. Accept – Planning & Zoning Commission Meeting Minutes, December 6, 2017

8.4. Accept - Water Advisory Committee Minutes, November 13 , 2017

8.5. Accept - Quarterly and Annual Investment Report ending September 30, 2017

8.6. Approval - Resolution No. R-2018-001 ordering the May 5, 2018 General / Special to elect three Aldermen and a Special Election reauthorize the street maintenance sales tax at the rate of one-fourth of one percent to provide revenue for maintenance and repair of municipal streets

8.7. Approval - Authorizing the City Manager to enter into an Joint Election Agreement with Bexar County Election Administrator for the May 5, 2018 General Election

Alderman Simpson pulled agenda item 8.6 for discussion.

Mayor Pro Tem Ross made a motion to approve Consent Agenda items 8.1 -8.5 and 8.7 as presented.

Alderman Simpson seconded the motion.

The motion to approve Consent Agenda items 8.1 -8.5 and 8.7 carried unanimously.

City Manager Hill explained that we are here tonight to approve the Resolution calling for the R-2018-001 ordering the May 5, 2018 General / Special to elect three Aldermen and a Special Election reauthorize the street maintenance sales tax at the rate of one-fourth of one percent to provide revenue for maintenance and repair of municipal streets.

Alderman Simpson made a motion to approve Consent Agenda item 8.6 as presented.

Mayor Pro Tem Ross seconded the motion.

The motion to approve Resolution No. R-2018-001 ordering the May 5, 2018 General / Special to elect three Aldermen and a Special Election reauthorize the street maintenance sales tax at the rate of one-fourth of one percent to provide revenue for maintenance and repair of municipal streets carried unanimously.

9. ADJOURNMENT

Mayor Pro Tem Ross made a motion to adjourn the meeting.

Alderman Colemere seconded the motion.

The meeting adjourned at 9:30 p.m.

Robert Werner
Mayor

Zina Tedford
City Secretary

1. Call to order

Chairman Janssen called the meeting to order at 6:30 p.m.

PRESENT:

ABSENT:

Carla Laws

Konrad Kuykendall

Bill Simmons

Kerry Dike

Carlos Ortiz

Albert Aleman

Jason Linahan

Shawn Fitzpatrick

Michael Janssen

2. Vote under Section 36-69 of the Shavano Park City Code (“Code”) concerning a finding that each of the items following item 2 on the agenda are “planning issues” or otherwise prescribed Planning & Zoning Commission duties under 36-69(l) of the Code or the severance of one or more of such items for an individual vote on such item or items.

Upon a motion made by Commissioner Laws and a second made by Commissioner Dike, the Planning & Zoning Commission voted eight (8) for and none (0) opposed to approve the agenda as it was provided as Planning & Zoning Commission issues. The motion carried.

3. Citizens to be heard

No one signed up to address the Planning & Zoning Commission at this time.

4. Consent Agenda:

A. Approval – Planning & Zoning Commission minutes, December 6, 2017

Upon a motion made by Commissioner Dike and a second made by Commissioner Kuykendall, the Planning & Zoning Commission voted eight (8) for and none (0) opposed to approve the Planning & Zoning Commission December 6, 2017 minutes as presented. The motion carried.

5. Discussion – Review and update of the public hearing and discussion at previous Planning & Zoning meetings regarding the City’s 2010 Town Plan with focus on the City Municipal Tract – City Manager Hill.

Chairman Janssen and City Manager Hill presented a review and update of the City’s 2010 Town Plan with focus on the City Municipal Tract. The Planning and Zoning Commission discussed this item.

6. Discussion – Review and update of the public hearing and discussion at the December 6, 2017 meeting regarding the City’s 2010 Town Plan with focus on improvements to NW Military Highway – City Manager Hill.

Chairman Janssen and City Manager Hill presented a review and update of the City’s 2010 Town Plan with focus on the improvements to NW Military Highway. Discussion was held by the Planning & Zoning Commission.

7. **Discussion / Action – Presentation of Drainage Improvement Implementation Plan and prioritization and funding options for consideration - City Manager Hill.**

City Manager Hill presented staff analysis of this agenda item. The Planning & Zoning Commission discussed the analysis. No action taken at this time.

8. **Report / update – City Council items considered at previous City Council meetings and discussion concerning the same – City Manager Hill.**

City Manager Hill provided an overview of items considered at the previous City Council Meeting.

9. **Chairman Announcements:**

- A. Advise members to contact City staff to add new or old agenda items.
- B. Advise members of pending agenda items, as follows:
 - i. February, 2018 – Presentation by the City Attorney regarding the Open Meetings Act, Public Information and discussion regarding the same.
 - ii. February, 2018 – Discussion and action regarding possible updates and amendments to the City's 2010 Town Plan.
 - iii. February, 2018 – Semiannual presentation by Denton Communities regarding residential and commercial development in Shavano Park and surrounding areas and discussion concerning the same.
 - iv. March, 2018 – Discussion action regarding possible updates and amendments to the City's 2010 Town Plan.
 - v. March, 2018 – Review of the City's zoning ordinances to correct omissions of zoning districts A-1 PUD and A-2 PUD in various City ordinances.
 - vi. March, 2018 – Review of the City's zoning ordinances to correct a conflict between Chapters 32 and 36 regarding the minimum allowable sizing of parking spaces.

10. **Adjournment**

Upon a motion made by Commissioner Dike and a second made by Commissioner Ortiz, the Planning and Zoning Commission voted eight (8) for and none (0) opposed to adjourn the meeting. The meeting adjourned.

MICHAEL JANSSEN
Chairman

ZINA TEDFORD
City Secretary

**CITY OF SHAVANO PARK
WATER ADVISORY COMMITTEE MEETING
900 SADDLETREE CT., SHAVANO PARK, TX 78231
MONDAY, January 8, 2018**

**6:30 P.M.
MINUTES**

1. CALL TO ORDER

The meeting was called to order at 6:29 p.m. by Chairman Walea

2. ROLL CALL: PRESENT: ABSENT:

Margaret Kautz
Sam Bakke
Al Walea
Tomas Palmer
Matt Trippy
Steve Fleming

3. CITIZENS TO BE HEARD

No one addressed the committee at this time

4. CONSENT AGENDA

a. Approval – November 13, 2017 Minutes

Member Palmer moved to accept the minutes with corrections, Member Kautz seconded. Motion passed.

5. REPORTS - Public Works Director Update

a. Water System

a. Well 7 Update

Director Peterson informed the members that the well is producing between 1210 – 1308 gallons and running as expected

b. SCADA

Director Peterson indicated that the system is running fine. During the hard freeze 3 pressure transducers froze up and were changed out – system was able to run off the Shavano Plant until the pressure transducers were replaced.

b. Financial Report

City Manager Hill reviewed the revenues & expenditures for the end of the year and informed the members that there are some accounts that are over budgeted, but explained the reasons which were accepted by the members.

6. REGULAR BUSINESS

- a. Discussion/update - Proposed NW Military water line relocation – PW Director
Director Peterson explained that there were a few conflicts with driveways, street crossings, etc. and will learn more after the January 18th meeting. They are currently estimating the engineering costs to be between - \$500,000 - \$ 950,000 for the project. When 60% of the planning solutions are done they will have a better estimate in the fall. He will keep the committee members informed of any updates. Chairman Walea thinks this is a key reason for the need of a water rate study.
- b. Discussion/update – Water Rate Study – Chairman Walea
Chairman Walea believes that a rate study should be done in preparation for the NW Military project if there should be significant impact of cost to the City.
- c. Discussion/action – Purchasing of additional acre fee of Edwards Aquifer Rights – PW Director
Further discussion on continuing with the purchase of an additional 13 acre feet of water rights for the year 2019 at a cost of possibly lower than \$5,500 per acre foot. Member Kautz made the motion to continue with the purchase of additional 13 acre feet for 2019 at a cost of less than \$ 5,500 per acre foot, seconded by member Palmer. Motion passed.
- d. Discussion – Potential purchasing of Collins property for Trinity Well Operations – PW Director
The family of the previous residents at 139 Wagon Trail have suggested that the City might have an interest in purchasing this property to enhance the Trinity Well operations. Members discussed the ramifications of purchasing this property. Several years ago because of the proximity of their septic drain field to the Trinity Well site. It was determined that there had to be a connection to the SAWS sewer line to prevent any type of contamination to the well site. In conjunction with Denton Development this property was connected to the SAWS sewer line behind the property. Members wanted to know if we were aware of how much the family was asking for the property. At the present time it was not known. City Manager Hill will contact the City Engineer to review and determine the value of the property in conjunction with the Trinity operations.

7. CHAIRMAN ANNOUNCEMENTS

Advise members to contact City Staff to add agenda items

Chairman Walea asked that if anyone has items they'd like to see on an agenda to contact Director Peterson, Utility Office Mgr. Stone or City Manager Hill.

8. ADJOURNMENT: Member Palmer motioned to adjourn, Member Kautz seconded.
Meeting adjourned 7:47 p.m.

Peggy Stone
PW/Water Utility
Office Manager

Al Walea, Chairman

Date: _____

CITY COUNCIL STAFF SUMMARY

Meeting Date: February 26, 2018

Agenda item: 8.4

Prepared by: Chief Ray Lacy

Reviewed by: Bill Hill

AGENDA ITEM DESCRIPTION: Approval – Resolution R-2018-002 authorizing the submittal of an application for the Investigations Interview Room Recording Equipment Grant

x

Attachments for Reference:

- 1) 8.4a Interview Room Grant Resolution
- 2) 8.4b Interview Room Equip Tech Review

BACKGROUND / HISTORY: Interviews conducted with victims, witnesses, and suspects are required to be audio / video taped for use in court. Our current audio / video equipment in the interview area is no longer operable. We are submitting a grant to the state through the Alamo Area Council of Government requesting the needed equipment. If approved, the grant will cover 100% of the cost.

DISCUSSION: The requested Resolution is needed to complete the grant request for the state.

COURSES OF ACTION: Approve Resolution R-2018-002 authorizing the submittal of an application for the Investigations Interview Room Recording Equipment Grant; or alternatively decline and give guidance to staff.

FINANCIAL IMPACT: \$12,000 grant application. If approved by the state, a budget amendment, requesting funding from the Crime Control District will be submitted. Once the equipment is installed, a payment from the grant program will be sent to the city, which will reimburse the funds used.

MOTION REQUESTED: Approve Resolution R-2018-002 authorizing the submittal of an application for the Investigations Interview Room Recording Equipment Grant



**A RESOLUTION BY THE CITY COUNCIL OF SHAVANO PARK, TEXAS
AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR THE SHAVANO PARK
POLICE DEPARTMENT INVESTIGATIONS INTERVIEW ROOM RECORDING
EQUIPMENT GRANT ADMINSTRATED BY THE GOVERNOR OF THE STATE OF
TEXAS CRIMINAL JUSTICE DIVISION FOR 2017-18 FISCAL YEAR**

WHEREAS, The City of Shavano Park City Council finds it in the best interest of the citizens of the City of Shavano Park that the Shavano Park Police Department Investigations Interview Room Recording Equipment Grant be operated for the Fiscal Year of 2018-2019; and

WHEREAS, The City of Shavano Park City Council designates the Chief of Police, Ray Lacy as the grantee's authorized official. The authorized official is given the authority to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, The City of Shavano Park City Council agrees to fulfill all requirements for the said project, including appropriate matching funds, as prescribed by the State Criminal Justice Division Fund Solicitation; and

WHEREAS, the City of Shavano Park City Council agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City of Shavano Park City Council assures that the funds will be returned to the Criminal Justice Division in full; and

NOW THEREFORE, BE IT RESOLVED that the City of Shavano Park City Council approves submission of the grant application for the Shavano Park Police Department Investigations Interview Room Recording Equipment Grant to the Office of the Governor, Criminal Justice Division.

Passed and Approved this _____ day of _____, 2018.

ATTEST: _____
Zina Tedford

Robert Werner
Mayor
City of Shavano Park

Grant Application Number: 3549201

Agency Name: Shavano Park, City of
Grant/App: 3549201 **Start Date:** 10/1/2018 **End Date:** 12/31/2019

Project Title: Shavano Park Police Department Investigations Interview Room
Recording Equipment
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
174129469

Application Eligibility Certify:
Created on:1/15/2018 4:10:12 PM By:Mike Davis

Profile Information

Applicant Agency Name: Shavano Park, City of
Project Title: Shavano Park Police Department Investigations Interview Room Recording Equipment
Division or Unit to Administer the Project: Shavano Park Police Department
Address Line 1: 900 Saddletree Court
Address Line 2:
City/State/Zip: Shavano Park Texas 78231-1523
Start Date: 10/1/2018
End Date: 12/31/2019

Regional Council of Governments(COG) within the Project's Impact Area: Alamo Area Council of Governments
Headquarter County: Bexar
Counties within Project's Impact Area: Bexar

Grant Officials:

Authorized Official

User Name: Ray Lacy
Email: rlacy@shavanopark.org
Address 1: 900 Saddletree Court
Address 1:
City: Shavano Park, Texas 78231
Phone: 210-477-0964 Other Phone: 210-492-9248
Fax: 210-492-2824
Title: Mr.
Salutation: Chief
Position: Chief of Police

Project Director

User Name: Mike Davis
Email: mdavis@shavanopark.org
Address 1: 900 Saddletree Court
Address 1:
City: Shavano Park, Texas 78231
Phone: 210-492-9248 Other Phone: 210-591-9682
Fax: 210-492-2824
Title: Mr.
Salutation: Captain
Position: Police Patrol Commander

Financial Official

User Name: Lara Feagins
Email: finance1@shavanopark.org
Address 1: 900 Saddletree Court
Address 1:
City: Shavano Park, Texas 78231
Phone: 210-493-3478 Other Phone:
Fax: 210-492-3816
Title: Ms.
Salutation: Ms.
Position: Finance Director

Grant Writer

User Name: Mike Davis
Email: mdavis@shavanopark.org
Address 1: 900 Saddletree Court
Address 1:
City: Shavano Park, Texas 78231
Phone: 210-492-9248 Other Phone: 210-591-9682
Fax: 210-492-2824
Title: Mr.
Salutation: Captain
Position: Police Patrol Commander

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide services to all others
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 174129469
Data Universal Numbering System (DUNS): 026420237

Narrative Information

Introduction

This application is for grants under the Justice Assistance Grant (JAG) Program.

Please read the [funding announcement](#) for program rules and application guidelines and review the *Guide to Grants, Grantee Conditions and Responsibilities* and *Standard Certifications and Requirements* - all available at [CJD's resources webpage](#) - for standard rules and conditions the applicant agrees to when certifying an application.

How to Apply for a CJD Grant contains special instructions for this application, and *Developing a Good Project Narrative* is essential reading for drafting effective responses to the nine boxes below in the "Project Narrative" section. Both are also available at [CJD's resources webpage](#), and applicants wishing to receive a grant should review them closely. Applicants that fail to adequately respond to the prompts will NOT be selected by CJD for funding.

Applications for local or regional projects under this announcement will first be reviewed and ranked by the relevant regional Council of Governments' (COG) Criminal Justice Advisory Committee, and some COGs have additional, mandatory application procedures. Applicants should contact their COG's criminal justice planner early as possible for instructions. The local criminal justice planners are also the first, best contact for questions regarding the application or program, and [their contact information can be found here](#).

Unless otherwise specifically instructed, DO NOT UPLOAD ATTACHMENTS with further information. Use the space provided here to address any aspects of the project you consider relevant.

Section 1: Program-Specific Questions

A. Specialty Courts

If applicant applying to fund a specialty court operating under Ch. 121 of the Texas Government Code, enter

the **CJD ID for the court**(list available [here](#)). If applicant is not, enter "0":

0

B. Drug Testing

If the project tests program participants for drugs or alcohol, describe the testing policy, including the method used for testing and the frequency of testing for participants. Enter '**N/A**' if the project does not have participants or those participants are not drug tested.

N/A

C. Juvenile Case Managers

Select the option that best describes the support for juvenile case managers (including programs administered by juvenile case managers) in this project:

- ☒ No support for juvenile case managers
- ☐ Support for juvenile case managers to address truancy only
- ☐ Support for juvenile case managers to address juvenile crime

If this project includes support for juvenile case managers, select all options that apply. The juvenile case managers under this project will be employed or co-employed by:

- ☐ A truancy court under Chapter 65, Texas Family Code
- ☐ An independent school district
- ☐ A juvenile probation department
- ☐ A juvenile criminal court
- ☐ Another type of entity
- ☒ This project does not support juvenile case managers

If this project supports juvenile case managers, list the names of the entities employing, co-employing, or utilizing the case managers, including the name of the truancy court and the name of the school district (if applicable). Projects that do not support juvenile case managers should enter **N/A**:

N/A

If this project supports juvenile case managers, list any of the entities entered immediately above that currently employ juvenile case managers. If the project does not support juvenile case managers or none of the entities currently employ them, enter **N/A**:

N/A

If the applicant is applying for funds to support a juvenile case manager, check all that apply (all other applicants select the last option):

- ☐ Each county of the applicant retains funds collected under Sec. 102.015, Texas Code of Criminal Procedure
- ☐ Each municipality of the applicant retains funds collected under Sec. 102.015, Texas Code of Criminal Procedure
- ☐ Each county of the applicant currently collects fees to support juvenile case managers under Sec. 102.0174, Texas Code of Criminal Procedure
- ☐ Each municipality of the applicant currently collects fees to support juvenile case managers under Sec. 102.0174, Texas Code of Criminal Procedure
- ☐ Each county of the applicant has established a judicial trust fund under Sec. 36.001, Texas Government Code
- ☐ Each municipality of the applicant has established a judicial trust fund under Sec. 36.001, Texas Government Code
- ☒ Applicant is not applying for funds to support a juvenile case manager

D. Evaluation Projects

This section regards any evaluation budget line item and/or selection of "Program Evaluation" as a project activity.

Tier-One Evaluations

Evaluations of programs that have been implemented and the evaluations will test the fidelity of the program based on proven models or best-practices. The evaluation also will review available program output and outcome information.

Does this application include a tier-one evaluation?

☐ Yes

☒ No

If you answered '**YES**' above, describe below the best practices/model to be used in a fidelity and performance evaluation, the goal(s) of the evaluation, and why it is needed. If you answered '**No**' above, enter '**N/A**'.

N/A

Tier-Two Evaluations

Evaluations directed at measuring the effectiveness of proposed new program models or significant changes in present program models. The goal of tier-two evaluations is both to measure the program's effectiveness and to produce data and evidence necessary for others to replicate the program models and to develop best practices that CJD can use in supporting similar efforts.

Does this application include a tier-two evaluation?

☐ Yes

☒ No

If you answered '**YES**' above, describe below why this new program model is needed and the goal(s) of the evaluation. If you answered '**No**' above, enter '**N/A**'.

N/A

☐ If you answered **NO** to both questions above, check this box.

E. Sustainment

How many additional years, beyond this request, do you plan to request continuation funding?

0

1) If you entered three (3) years or fewer, provide a brief explanation of your sustainment plan (if you entered more than three years or the project will not be sustained, enter '**N/A**');

This is an equipment only grant. The City of Shavano park will pick up any maintenance and continued licensing or fees associated with this equipment beyond the grant period.

2) If you entered more than three (3) years, explain the longer term sustainment plan or why other resources cannot be used to continue this project and why a sustainment strategy is not possible (if you entered three years or fewer or the project will not be sustained, enter '**N/A**');

N/A

Section 2: Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

A. Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

B. Information Systems

Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

C. Bulletproof Vests

Applicant assures that if it plans to purchase body armor with grant funds, that it has adopted a mandatory wear policy and that all vests purchased have been tested and found to comply with the latest applicable National

Institute of Justice (NIJ) ballistic or stab standards. Additionally, vests purchased must be American-made.

D. Uniform Crime Reports

Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety for inclusion in the annual Uniform Crime Report (UCR) and must have been current for the twelve previous months.

E. Criminal History Reporting

The county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2011 through 2015.

F. DNA Testing of Evidentiary Materials

When funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS) by a government DNA lab with access to CODIS.

G. Interoperable Communications

Funds to support emergency communications activities must ensure compliance with the FY 2015 SAFECOM Guidance on Emergency Communications Grants; adherence to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band; and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC) for Texas.

H. Twelve-Step Programs

Grant funds may not be used to support or directly fund programs such as the Twelve Step Program which courts have ruled are inherently religious. OOG grant funds cannot be used to support these programs, conduct meetings, or purchase related materials.

I. Specialty Court Certifications

If the applicant is a specialty court operated under Ch. 121 of the Texas Government Code, the following certifications apply:

1. The specialty court will develop and maintain written policies and procedures for the operation of the program.
2. The applicant will submit a copy of any project evaluations, evaluation plans, recidivism studies, or related reports that are completed during the grant period to CJD.

J. Generated Program Income

Unless specifically and explicitly authorized to do otherwise by OOG, at OOG's sole discretion, the applicant will report Generated Program Income (GPI), which includes any portion of fees collected from program participants and retained by the grantee. GPI will be applied to the grant through a grant adjustment. GPI must be used to offset project costs and must be expended prior to seeking payment from OOG.

K. Immigration and Customs Enforcement Requests

The full text of this certification can be found [here](#). To be in compliance with this requirement, any county or municipal government that includes a department that detains individuals after arrest for a criminal violation must provide a letter signed by the head of each such department certifying to the requirements. This letter may be used for any application submitted to OOG for a period of up to two years from the date it is signed. If that period expires during the project period of any grant, the grantee must submit an updated letter for each such grant to remain in compliance with this requirement.

All applicants must select one of the following options:

- ☐ Applicant is not a county or municipal government
- ☐ Applicant is a county or municipal government and does not include any department that detains individuals after arrest for a criminal violation at any time
- ☒ Applicant is a county or municipal government that includes department(s) that detain individuals after arrest for a criminal violation. Letters certifying compliance and signed by the heads of all such departments have been uploaded to this application.
- ☐ Applicant is a county or municipal government that includes department(s) that detain individuals after arrest for a criminal violation. The Authorized Official has read the certification found on the aforementioned CJD website.

Further, the Authorized Official will not be submitting signed letters certifying compliance from the heads of all such departments and understands that failure to comply with this certification may result in OOG, at its sole discretion, rejecting this application and any other application from the relevant county or municipal government.

L. Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Zina Tedford

Enter the Address for the Civil Rights Liaison:

900 Saddletree Court Shavano Park, Texas 78231

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

210-492-9248

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the CJD Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

☒ **I certify to all of the application content & requirements.**

Project Abstract :

The City of Shavano Park - Police Department needs audio/video electronic recording equipment in the police department adult and juvenile interview room located inside the police facility. The police department facilities are housed in a building that is over 17 years old and is not equipped with video or audio recording equipment in the adult & juvenile interview room. This equipment is needed to capture witness, victim, and suspect criminal statements and information from adults and juveniles that could prove to be a critical resource in investigations and subsequent prosecution. The city is located in a rapidly growing area of the north-west Bexar County completely surrounded by the largest city in the county. Officers in Shavano Park are expected to provide full police services to the visitors and residents of this small community. Police Officers are regularly dispatched to respond to a variety of police emergencies reported by persons who arrive at the police department and in the field. Follow up investigations are conducted by the non-uniformed Criminal Investigations Division.

Problem Statement :

The Shavano Park Police Department Adult and Juvenile Interview Room does not have audio/video recording capabilities. Officers are also unable to interview juvenile suspects in this room which is the designated juvenile processing room. Due to the lack of video recording equipment, they are unable to comply with Juvenile law standards requiring video-recorded interviews. Juvenile law requires that juvenile confessions be audio/video recorded. With Audio/video recording capability investigators and officers would be able to capture kinesic and non-verbal cues from persons they are interviewing while taking notes. Having audio/video equipment that captures video of the entire room would allow officers and investigators to review their interviews and provide evidence to be shown in court. Further, statements obtained from persons who speak foreign languages, victims of violent crimes, witnesses, and persons with medical or intellectual & developmental disabilities pose a challenge in the collection of written statements. Having audio/video recording capabilities in the interview room would address this deficiency. Case preparation, time savings, and increasing conviction rates pose significant challenges to our agency in the limited staffing of a small agency with one full time assigned non-uniformed investigator. Testifying

in court and case preparation remove this staff member from providing city services when called to trial.

Supporting Data :

The Shavano Park Police Department strives to be transparent in its practices in the collection of evidence by conducting video/audio recorded interviews of witnesses, victims, and suspects both in the field and with this equipment at the police station where many statements are collected. In 2013 the department overall calls for service were 3,738 which steadily increased year after year peaking in 2017 with 5,594 calls for service. The department serves a rapidly growing community and a vast array of crimes. With the growing concerns and trends of juries across the country in which juries want to see video recorded confessions, agencies are conducting audio/video recorded interrogations conducted in interview rooms. Often these interrogations and interviews are conducted by non-uniformed investigators and the audio/video equipment captures much-needed evidence or details that lead to the exoneration of innocent parties and the prosecution of guilty parties. In an Aug. 1992 published report to the NIJ by the Police Executive Research Forum titled, "Police Videotaping of Suspects Interrogations & Confessions", a national survey reported that 97 percent of all departments in the nation which are videotaping either confessions or full interrogations find videotaping "very useful" (65.8%) or "somewhat useful" (31.3%). The same report added that "taping, by creating an objective record of the police-suspect interview (or a portion thereof). will inhibit at least some false allegations that police have used improper investigatory methods." Savings in officer court time could arise from a reduction in hearings to suppress confessions, from increased plea bargaining rates (and a consequent reduction in trials requiring officers' presence), and from a decrease in the need for officers to appear in court to corroborate the contents of a suspect's confession. Savings in detective court time are of great potential significance in the management of law enforcement resources since a recent PERF survey suggested that, among large agencies, detectives spend an average of 21 percent of their working time per year on "judicial duties (suppression hearings, pretrial preparation, and Court). In a Nov. 2017 blog on www.casecracker.com titled: "Yesterday, Today, Tomorrow: Why Record Police Interviews" the writer says: "It has really been in the last five years that the public has come to demand to see what is going on behind closed doors. Today's culture is becoming more transparent than ever and it is an expectation by jurors that all interviews are being recorded and the video will be shared in court. By showing the video in courtrooms, officers immediately began seeing the value of proving to the defense that their interviews were conducted lawfully and properly. The video recordings completely wiped away the game of "he said, she said." Looking in the rearview mirror, there is also the tangible benefit of fewer lawsuits based on claims of officer misconduct." A 2015 publication by the Innocence Project titled, "Implementing Electronic Recording of Custodial Interviews" data from a national survey found that "Those surveyed said that the practice dramatically lowered the number of defense motions to suppress statements and confessions and reduced complaints about officer conduct. In addition, detectives reported that recording allowed them to focus on the interview and suspect, rather than on the copious taking of notes, and to easily recall details when writing reports or testifying about past interviews."

Project Approach & Activities:

The Shavano Park Police Department will follow procurement procedures and city purchasing policies in securing a quote and subsequent purchase of audio/video recording equipment to be installed in the Shavano Park Police Department adult and juvenile interview room. The purchase would include two cameras, microphones, speakers, DVD burner, computer, monitors, mouse, remote stop/start/flagging equipment, software, related hardware, wiring, workstation, technical support, warranty, and installation in the interview room and the monitoring station in the CID office next to the room.

Capacity & Capabilities:

The Shavano Park Police Department would increase its capacity and capabilities in providing audio/video recorded evidence to prosecutors. Use of the equipment would be allowed for authorized law enforcement personnel. The Shavano Park Police Department is a part of the Alamo Area AACOG Regional Mutual Aid Agreement with area first responder agencies which would also have access to utilize this equipment. Shavano Park Police also assist other local, federal, and state law enforcement agencies in multi-agency criminal investigations and these agencies would have access to cooperative use of this equipment. Use of this equipment would maintain our mission of justice, fairness, and transparency in the protection of the innocent and bring the guilty to justice. The equipment also aids in providing direct services to our community by reducing the amount of case preparation time and time testifying in court by our investigator and officers. This equipment also reduces the number of complaints and provides substantiated evidence of proper police procedure in obtaining evidentiary statements.

Performance Management :

The City of Shavano Park will begin the purchasing process upon grant award.

Data Management:

The City of Shavano Park will log use of the equipment and conduct an inventory of purchased equipment under this grant.

Target Group :

Criminal Justice Professionals, law enforcement, prosecution, adult and juvenile: victims, witnesses, and suspects.

Evidence-Based Practices:

According to a post on www.casecracker.com titled "Interview Room Recording Best Practices" June 23rd, 2017 an interview room needs the following: 1. Good lighting. 2. Reduce background noise. 3. Two cameras (a scene-view and a face-view). 4. Decluttered walls. The Shavano Park Police interview room has the proper furniture, lighting, and setup to address all of the best practices with the exception of the audio/video equipment. The Shavano Park Police Department is also a member agency of the Texas Police Association Best Practices Recognition Program with model best practices policies that will be implemented for training and use of this technology.

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

For the activities under the "OOG-Defined Project Activity Area" section near the end of this page, see *CJD Grant Activities and Measures* for definitions and related measures, available at [CJD's resources page](#).

Estimated Individuals Participating/Served/Trained

This question is for the majority of CJD grants that serve or train individuals, or has individuals participating in a program. This question does not apply to projects that ONLY purchase equipment, etc., that will be used generally (such as purchasing a colposcope, vehicle, or communications system), or target the general public (a public awareness campaign, etc.). Please estimate the following for the project period, or if this does not apply to your project, enter "0" in each box.

Number of individuals NEWLY enrolled or BEGAN being served:

0

Number of carry-over individuals enrolled/being served in the program at the beginning of the project period:

0

Number of individuals who will successfully complete the program / full course of services:

0

Choose one:

☒ My program does not serve or enroll specific individuals

☐ My program's typical designed (ideal) length is best measured in HOURS of services delivered/ enrollment for each individual

☐ My program's typical designed (ideal) length is best measured in DAYS of services delivered/ enrollment for each individual

Enter the number of hours or days (depending on selection above) of the typical designed (ideal) length of the program for each individual. Enter "0" if you indicated that your program does not serve or enroll specific individuals:

0

Special Project Types and Information

Select all special project types that apply to your project.

Task forces: Project will support the operations and coordination activities of a task force.

☐ Yes
☒ No

If you answered '**YES**' above, enter the name of the task force. If you selected **No**, enter **N/A**.

N/A

If you answered '**YES**' above, enter the agencies or organizations that participate in the above-named task force. If you selected **No**, enter **N/A**.

N/A

Gang activity: Project involves a focus specifically on gang activity.

☐ Yes
☒ No

Transnational and organized crime: Project involves a focus specifically on transnational and organized crime.

☐ Yes
☒ No

Border activities: Project involves a focus specifically related to the Texas-Mexico border.

☐ Yes
☒ No

Human trafficking (select all that apply):

- ☐ Project focuses on human trafficking
- ☐ Project specifically focuses on trafficking of minors
- ☐ Project specifically focuses on trafficking of adults
- ☐ Project specifically focuses on sex trafficking
- ☐ Project specifically focuses on labor trafficking
- ☒ Project does not have any particular focus on human trafficking

Juvenile Justice Projects

Select all categories that describe the project's juvenile crime activities. Definitions are available [here](#).

- ☐ Diversion
- ☐ Mental health services
- ☐ Aftercare/reentry
- ☐ After-school programs
- ☐ Alternatives to detention
- ☐ Community-based programs and services

- ☐ Delinquency prevention
- ☐ Girl-focused services
- ☐ School programs
- ☐ Substance and alcohol abuse
- ☐ Disproportionate minority contact
- ☐ Mentoring, counseling and training programs
- ☐ Job training
- ☐ Aptitude testing
- ☐ Diversion in a rural setting
- ☒ Project does NOT have a particular focus on juvenile crime

Campus-Based Projects

This project is based on – or serves – one or more specific educational campuses (K-12 or higher education).

How many TOTAL students at ALL campuses will be served by the project? (enter "0" if this project is not based on – or serves – specific educational campuses):

0

List each educational campus that will be served by this project. Enter '**N/A**' if this project is not based on – or serves – specific educational campuses.

N/A

Crime or Victim Type

This question is for justice projects that target specific crimes and ALL victim services projects. Others may enter "100" under "All other crimes". Applicants to serve victims of or prosecute/investigate/prevent exclusively child sex trafficking victims should assign 100% to that category.

Select the type(s) of crime or crime victim this project targets and provide the percentage of time dedicated to each. Applicants with projects that target multiple-offense offenders or multiple-victimization victims should assign percentages that best describe the activity. Percentages may not exceed 100%.

Sexual assault (%):

0

Domestic abuse (%):

0

Child abuse (%):

0

DUI / DWI (crashes for victim services) (%):

0

Survivors of homicide (%):

0

Assault (%):

0

Adults molested as children (%):

0

Elder abuse (%):

0

Robbery (%):

0

Stalking (%):

0

Dating/acquaintance violence (%):

0

Human trafficking (%):

0

Child sex trafficking (%):

0

All Other Crimes / No Specific Crimes or Victims Targeted (%):

100

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Equipment and Technology	100.00	Purchase of Audio/Video Recording Equipment for Shavano Park Police Interview Room: 2 cameras, computer, monitor, microphone, software, related hardware and software, remote flagging and start/stop, cables, technical support, warranty & installation.

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION
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Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
*REQUIRED TOTAL: Equipment or technology: Individuals/ operators equipped	20
*REQUIRED TOTAL: Equipment or technology: Organizations directly using	1

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
-----------------	--------------

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
-----------------------	--------------

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
------------------------	--------------

Section 1: Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Section 2: Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

☐ Yes
☒ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Section 3: Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

☐ Yes
☒ No
☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

☐ Yes
☒ No
☐ N/A

Section 4: Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2018

Enter the End Date [mm/dd/yyyy]:

9/30/2019

Section 5: Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (\$) of Federal Grant Funds:

0

Enter the amount (\$) of State Grant Funds:

13250

Section 6: Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

☐ Yes
☒ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

Section 7: Equal Employment Opportunity Plan

Type I Entity

Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than \$25,000.

Requirements for a Type I Entity

- The applicant is exempt from the EEOP requirements required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302;
- the applicant must complete Section A of the [Certification Form](#) and send it to the Office for Civil Rights (OCR) to claim the exemption from developing an EEOP; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity

Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of \$25,000 or more, but less than \$500,000.

Requirements for a Type II Entity - Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:

Zina Tedford 900 Saddletree Court Shavano Park, Texas 78231

Type III Entity

Defined as an applicant that is NOT a Type I or Type II Entity.

Requirements for a Type III Entity - Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and

- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

- ☐ Type I Entity
☒ Type II Entity
☐ Type III Entity

Section 8: Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- ☒ I Certify
☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Section 9: FFATA Certification

Certification of Recipient Highly Compensated Officers

The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

- ☐ Yes
☒ No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

- ☒ Yes
☐ No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

Fiscal Capability Information

Section 1: Organizational Information

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).

Select the appropriate response:

- ☐ Yes
- ☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

- ☐ Yes
- ☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- ☐ Yes
- ☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- ☐ Yes
- ☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ Yes
- ☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- ☐ Yes
- ☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- ☐ Yes
- ☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- ☐ Yes
- ☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- ☐ Yes
- ☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- ☐ Yes
- ☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT
Equipment	Specialty Camera and Accessories (e.g., video observation, pole cams, towers, etc.)	Purchase of Audio/Video Recording Equipment for Shavano Park Police Interview Room: 2 cameras, computer, monitor, microphone, software, related hardware and software, remote flagging and start/stop, cables, technical support, warranty & installation. The unit and equipment are sold as a package bundled to include installation.	\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00	

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
-------------	------------	--------

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information**Budget Summary Information by Budget Category:**

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Equipment	\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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You are logged in as **User Name:** SPPDCaptain

CITY COUNCIL STAFF SUMMARY

Meeting Date: February 26, 2018

Agenda item: 8.5

Prepared by: Chief Ray Lacy

Reviewed by: Bill Hill

AGENDA ITEM DESCRIPTION: Accept - Shavano Park Police Department 2017 Racial Profiling Report

☒

Attachments for Reference: 1) 8.5a Racial Profiling Report 2017

BACKGROUND / HISTORY: Texas Occupations Code 1701.164 specifies that TCOLE collect incident-based data in accordance with the Code of Criminal Procedure Article 2.131 – 2.138. Each agency must file an annual online report by selecting and completing the reporting option that applies to their particular situation.

DISCUSSION: Shavano Park Police Department reports a Tier 1 Partial Exemption Report:

Partial Exemption - Agencies that routinely perform traffic stops or motor vehicle stops and have the vehicles that routinely perform these stops equipped with video and audio equipment must file by an online report. The online report requires the completion of agency general public contact information and the completion of one of the following options:

- a 1 page online form about the numbers of motor vehicles stops made **and**
- *optional* uploading of an agency developed report in PDF format that contains all information of the one page online form (**Tier 1** Reporting).

Source: <https://www.tcole.texas.gov/content/racial-profiling-reports>

COURSES OF ACTION: N/A

FINANCIAL IMPACT: N/A

MOTION REQUESTED: To accept Shavano Park Police Department 2017 Racial Profiling Report

Racial Profiling Report | Tier one

Agency Name:	Shavano Park Police Department
Reporting Date:	01/24/2018
TCOLE Agency Number:	29220
Chief Administrator:	Chief William R. Lacy
Agency Contact Information:	
Phone:	210-492-9248
Email:	rlacy@shavanopark.org
Mailing Address:	900 Saddletree Court Shavano Park TX 78231

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1), Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

Shavano Park Police Department has adopted a detailed written policy on racial profiling. Our policy:

- 1.) clearly defines acts constituting racial profiling;
- 2.) strictly prohibits peace officers employed by the Shavano Park Police Department from engaging in racial profiling;
- 3.) implements a process by which an individual may file a complaint with the Shavano Park Police Department if the individual believes that a peace officer employed by the Shavano Park Police Department has engaged in racial profiling with respect to the individual;
- 4.) provides public education relating to the agency's complaint process;
- 5.) requires appropriate corrective action to be taken against a peace officer employed by the Shavano Park Police Department who, after an investigation, is shown to have engaged in racial profiling in violation of the Shavano Park Police Department's policy adopted under this article;
- 6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

a.) the race or ethnicity of the individual detained;

b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and

c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:

a.) the Commission on Law Enforcement; and

b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: Chief William R. Lacy

Chief Administrator

Shavano Park Police Department

Date: 01/24/2018

Shavano Park Police Department Motor Vehicle Racial Profiling Information

Total stops: 1181

Number of motor vehicle stops

Citation only: 1154

Arrest only: 7

Both: 20

Race or ethnicity

African: 139

Asian: 31

Caucasian: 642

Hispanic: 354

Middle eastern: 0

Native american: 15

Was race known ethnicity known prior to stop?

Yes: 1

No: 1180

Was a search conducted

Yes: 77

No: 1104

Was search consented?

Yes: 15

No: 62

Submitted electronically to the



The Texas Commission on Law Enforcement

CITY COUNCIL STAFF SUMMARY

Meeting Date: 02-26-18

Agenda item: 8.6

Prepared by: Bill Hill

Reviewed by: Bill Hill

AGENDA ITEM DESCRIPTION:

Discussion / possible action – Resolution R-2018-003 Adopting the City of Shavano Investment Policy – City Manager

☒

Attachments for Reference:

- 1) R-2018-003 Resolution
- 2) Proposed 2018 Investment Policy

BACKGROUND / HISTORY: Per the Public Funds Investment Act (PFIA), Section 2256.005a requires the City to adopt an investment policy and investment strategy by rule, order, ordinance or resolution. Attached is a PDF copy of the City of Shavano Parks investment policy adopted February 27, 2017 with no proposed changes. While there were legislative changes since the last annual update, there were no legislative actions that require any alteration to the current document.

The Investment Committee comprised of Alderman Maryann Hisel, George Fillis, Mark Standeford, City Manager Bill Hill, and Finance Director (Lara Feagins).

DISCUSSION: The Investment Committee met January 22, 2018 to review and update the City's Investment policy as well as review quarterly investments and reports.

The Committee reviewed the recent legislative changes and the 2017 investment policy and had no modifications to make. However there was discussion about if other cities had made changes as a result of the legislative changes.

Staff asked other cities and the Government Finance Officers Association Texas (GFOAT) if they had made any changes and no respondent indicated that changes to their investment policy was made.

Consensus at the January meeting was that if staff confirmed no changes were necessary then the policy should be presented to City Council with no changes for approval.

COURSES OF ACTION:

1. Approve the City of Shavano Investment Policy by resolution.
2. Approve with any revisions the City of Shavano Investment Policy by resolution with recommend changes.

3. Advise Staff and Committee to meet for further discussion/recommendations.

FINANCIAL IMPACT: N/A

STAFF RECOMMENDATION: Approve Resolution R-2018-003 adopting the City of Shavano Investment Policy

**A RESOLUTION AMENDING AND ADOPTING THE CITY OF SHAVANO PARK
INVESTMENT POLICY**

WHEREAS, Chapter 2256 of the Texas Government Code, commonly known as the "Public Funds Investment Act," requires the City to adopt an investment policy by rule, order, ordinance, or resolution; and

WHEREAS, The Public Funds Investment Act (Section 2256.005 a) requires the governing body to review and adopt that investment policy not less than annually, recording any changes made thereto; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF SHAVANO PARK, TEXAS:

That the City Council has complied with the requirements of the Public Funds Investment Act and the Investment Policy attached hereto as Exhibit A, is hereby adopted in its entirety as the Investment Policy of the City.

PASSED AND APPROVED by the City Council of the City of Shavano Park this the 26th day of February, 2018

Robert Werner
MAYOR

Attest: _____
Zina Tedford,
City Secretary

City of Shavano Park Texas

Investment Policy

Proposed February 26, 2018

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INTRODUCTION

The purpose of this document is to set forth specific investment policy and strategy guidelines for the City of Shavano Park in order to achieve the objectives of safety, liquidity, diversification, and yield for all investment activity. The City Council of the City of Shavano Park shall review and adopt, by resolution, its investment strategies and policy not less than annually. The resolution shall include a record of changes made to either the investment policy or strategy. This policy serves to satisfy the statutory requirement (specifically the Public Funds Investment Act, "the ACT", Chapter 2256 Texas Government Code) to define, adopt and review a formal investment strategy and policy.

INVESTMENT STRATEGY

The City of Shavano Park maintains portfolios which utilize five specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolios:

- A. Operating funds and commingled pools containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility (i.e. risk) during economic cycles. This may be accomplished by purchasing high-quality, short to medium-term securities which will complement each other in a laddered or barbell maturity structure. The dollar weighted average maturity of 365 days or less will be calculated using the stated final maturity date of each security.
- B. Debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date which exceeds the debt service payment date.
- C. Debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Securities should be of high quality and, except as may be required by the bond ordinance specific to an individual issue, of short to intermediate-term maturities. Volatility shall be further controlled through the purchase of securities carrying the highest coupon available, within the desired maturity and quality range, without paying a premium, if at all possible.
- D. Special projects or special purpose fund portfolios will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated, project completion date.

- E. Operating funds reserved fund balance shall have as the primary objective the capability of adding yield to the portfolio without causing any cash flow inadequacies. The City's intent is to maintain a reserve fund balance of four to six months of operating expenditures to ensure that during economic shortfalls funds are available to sustain the City's needs. The weighted average maturity of these securities shall be no more than 2 years and at least 15% of the funds will be liquid.

INVESTMENT POLICY

SCOPE

This investment policy applies to all financial assets of the City of Shavano Park. These funds are accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Projects Funds
- Proprietary Funds
- All Other Funds

OBJECTIVES

The City of Shavano Park shall manage and invest its cash with four objectives, listed in order of priority: Safety, Liquidity, Diversification, and Yield. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with State and Local law.

The City shall maintain a comprehensive cash management program which includes collection of accounts receivable, vendor payment in accordance with invoice terms and prudent investment of available cash. Cash management is defined as the process of managing monies in order to ensure maximum cash availability and maximum yield on short-term investment of pooled idle cash.

Safety

The primary objective of the City's investment activity is the preservation of capital in the overall portfolio. Each investment transaction shall be conducted in a manner to avoid capital losses, whether they are from securities defaults or erosion of market value.

Liquidity

The City's investment portfolio shall be structured such that the City is able to meet all obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets.

Diversification

In order to minimize investment and market risk, the City will diversify its investments by market sector (security type) and maturity. The portfolio will be designed to avoid unreasonable risks within one market sector or from an individual financial institution.

Yield

The City's cash management portfolio shall be designed with the objective of regularly exceeding the average rate of return on U.S. Treasury Bills at a maturity level comparable to the City's weighted average maturity in days. The investment program shall seek to augment returns above this threshold consistent with risk limitations identified herein and prudent investment policies.

RESPONSIBILITY AND CONTROL

Investment Committee

Members

A five member Investment Committee, shall consist of the City Manager, Finance Director and at least one City Council member and two outside committee members as selected by Council.

Scope

The Investment Committee shall meet at least semi-annually or other time frame to determine operational strategies and to monitor results. Include in its deliberation such topics as: performance reports, economic outlook, portfolio, diversification, maturity structure, potential risk to the City's funds, authorized brokers and dealers and the target rate of return on the investment portfolio. The committee may make recommendations to the Investment Officer and the Council.

Procedures

The Investment Committee shall establish its own rules of procedures as it is not required to conform to open meetings act. Meeting summations shall be provided to all members of the investment committee.

Delegation of Authority

Authority to manage the City's investment program is derived from a resolution of the City Council. The Finance Director and City Manager or any person designated by the City Council shall act as Investment Officers for the City and is responsible for investment decisions and activities. The Investments Officer shall establish written procedures for the operation of the investment program, consistent with this investment policy.

Training

The Investment Officers and the other members of the Investment Committee shall attend at least one training session relating to investment responsibilities under the Act within 12 months after assuming duties; a training session not less than once in a two-year period that begins on the first day of the City of Shavano Park's fiscal year and consists of the two consecutive years after that date; each initial training session shall contain not less than 10 hours of training, and subsequent training sessions not less than eight hours of instruction.

Training requirements for "Other" members of the Investment Committee may be waived by City Council for highly qualified professionals as so designated at the time of appointment.

Such training from an independent source shall be approved or endorsed by either, Government Finance Officers Association of Texas, the Government Treasurers Organization of Texas, the Texas Municipal League or the Alamo Area Council of Governments. All expenses incurred for the required training will be paid or reimbursed by the City in accordance with the current travel and training policy in force.

Internal Controls

The Investment Officers are responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by the investment officers.

Accordingly, the Investment Officers shall establish a process for annual independent review by an external qualified entity(s) to assure compliance with policies and procedures. This can be part of the annual audit. The results of this review shall be reported to the City Council. The internal controls shall address the following points:

- A. Control of collusion

- B. Separation of transaction authority from accounting and record keeping.
- C. Custodial safekeeping
- D. Avoidance of physical delivery securities.
- E. Clear delegation of authority to subordinate staff members.
- F. Written confirmation for telephone (voice) transactions for investments and wire transfers.
- G. Development of a wire transfer agreement with the depository bank or third party custodian.

Prudence

The standard of prudence to be applied by the investment officer shall be the "prudent investor" rule, which states: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- A. The investment of all funds under the City's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment.
- B. Whether the investment decision was consistent with the written investment policy of the City.

The Investment Officers and those delegated investment authority under this Policy, when acting in accordance with the written procedures and in accord with the Prudent Person Rule, shall be relieved of personal liability in the management of the portfolio provided that deviations from expectations for a specific security's credit risk or market price change or portfolio shifts are reported in a timely manner and that appropriate action is taken to control adverse market effects.

Public Trust

All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Investment officials shall avoid any transaction which might impair public confidence in the City's ability to govern effectively.

Ethics and Conflicts of Interest

The Investment Committee and City staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. City staff shall disclose to the City Manager any material financial interests in financial institutions that conduct business with the City and they shall further disclose positions that could be related to the performance of the City's portfolio. City staff shall subordinate their personal financial transactions to those of the City, particularly with regard to timing of purchases and sales.

An investment officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An investment officer who is related within second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the entity.

REPORTING

Quarterly Reporting

The Investment Officer shall submit quarterly reports to the City Council containing sufficient information to permit an informed outside reader to evaluate the performance of the investment program and consistent with statutory requirements. All reports shall be in compliance with the Act. Market prices for market evaluations will be obtained from an independent source.

Annual Report

Within 90 days of the end of the fiscal year, the Investment Officer shall present an annual report on the investment program and investment activity. This report may be presented as a component of the fourth quarter report to the City Council.

Methods

The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner which will allow the City to ascertain whether investment activities during the reporting period have conformed to

the investment policy. The report will be provided to the City Council and will include the following:

- A. A listing of individual securities held at the end of the reporting period. This list will include the name of the fund or pooled group fund for which each individual investment was acquired.
- B. Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period. Market values shall be obtained from financial institutions or portfolio reporting services independent from the broker/dealer from whom the security was purchased.
- C. Additions and changes to the market value during the period.
- D. Fully accrued interest for the reporting period.
- E. Average weighted yield to maturity of portfolio on entity investments as compared to applicable benchmarks.
- F. Listing of investments by maturity date.
- G. The percentage of the total portfolio which each type of investment represents.
- H. Statement of compliance of the City's investment portfolio with State law and the investment strategy and policy approved by the City Council.

INVESTMENT PORTFOLIO

Active Portfolio Management

The City shall pursue an active versus a passive portfolio management philosophy. That is, securities may be sold before they mature if market conditions present an opportunity for the City to benefit from the trade. The investment officer will routinely monitor the contents of the portfolio, the available markets, and the relative value of competing instruments and will adjust the portfolio accordingly.

Investments

Assets of the City of Shavano Park may be invested in the following instruments; provided, however, that at no time shall assets of the City be invested in any instrument or security not authorized for investment under the Act, as the Act may from time to time be amended. The City is not required to liquidate investments that were authorized investments at the time of purchase.

I. Authorized

- A. Obligations, including letters of credit, of the United States of America, its agencies and instrumentalities which have a liquid market with a readily determinable market value.
- B. Direct obligations of the State of Texas and agencies thereof. Total investment in this instrument shall not exceed 90% of the overall portfolio.
- C. Other obligations, the principle of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or United States of America or their respective agencies and instrumentalities including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.
- D. Obligations of the States (other than Texas), agencies thereof, Counties, Cities and other political subdivisions of any state having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent. Total investment in this instrument shall not exceed 25% of the overall portfolio.
- E. Certificates of Deposit by a Depository Institution that has its main office or branch office in the State of Texas, guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor; secured by obligations described in A through D above, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities of the nature described by Section 2256.009 (b) of the Texas Government Code and made in accordance with the conditions as specified by Section 2256.010 of the Texas Government Code. Total investment in CD's shall not exceed 80% of the overall portfolio.
- F. Fully collateralized direct repurchase agreements with a defined termination date secured by a combination of cash and obligations of the United States or its agencies and instrumentalities pledged to the City, held in the City's name, and deposited at the time the investment is made with the entity or with a third party, selected by the City. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution domiciled in Texas. A Master Repurchase Agreement must be signed by the bank/dealer prior to investment in a repurchase agreement. The term of any reverse security repurchased agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received under the terms of a reverse security repurchase agreement shall be used to acquire additional investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement. Total investment in repurchase agreements shall not exceed 10% of the overall portfolio.
- G. Joint pools of political subdivisions in the State of Texas which invest in instruments and follow practices as specified by Section 2256.016 of the Texas Government Code. Investment in such pools shall be limited to 90% of the City's entire portfolio. A pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

II. Un-Authorized

The City's investment policy specifically prohibits investments in the securities listed below:

- A. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- B. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
- C. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.
- D. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.
- ~~E. State of Israel Bonds~~
- F. Securities Lending Program
- G. Bankers' Acceptance Commercial Paper

Holding Period

The City of Shavano Park intends to match the holding periods of investment funds with liquidity needs of the City. In no case will the average maturity of investments of the City's operating funds exceed one year. The maximum final stated maturity of any investment shall not exceed five years. The maximum weighted average maturity (WAM) of the overall portfolio shall not exceed 270 days.

Investments in all funds shall be managed in such a way that the market price losses resulting from interest rate volatility would be offset by coupon income and current income received from the volume of the portfolio during a twelve-month period.

The Investment Officer will monitor rating changes in investments acquired with public funds that require a minimum rating and shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating thereby making that investment an unauthorized investment.

Risk and Diversification

The City of Shavano Park recognizes that investment risks can result from issuer defaults, market priced changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification which shall be achieved by the following general guidelines.

- A. Risk of issuer default is controlled by limiting investments to those instruments allowed by the Act, which are described herein.
- B. Risk of market price changes shall be controlled by avoiding over-concentration of assets in a specific maturity sector, limitation of average maturity of operating funds investments to one year and avoidance of over-concentration of assets in specific instruments other than U.S. Treasury Securities and Insured or Collateralized Certificates of Deposits.
- C. Risk of illiquidity due to technical complications shall be controlled by the selection of securities dealers as described herein.

The Table below summarizes the authorized investments and their maximum allocation as a percentage of the overall investment portfolio:

Security Type	Maximum Allocation
A. Obligations of the US Government, Agencies/Instrumentalities	90%
B. Obligations of the State of Texas, Agencies/Instrumentalities	50%
C. Obligations of other States, County, Cities and political subdivision	25%
D. Certificate of Deposits with branch(s) in the State of Texas (Max. of \$250K per institution, insured or collateralized)	80%
E. Collateralized direct repurchase agreements	10%
F. Constant dollar Investment Pools (Ex. TexPool, TexStar)	90%
G. Money Market Mutual Fund (AAA rated or equivalent)	50%

SELECTION OF BANKS, BROKER/DEALERS, AND INVESTMENT ADVISORS

Depository

City Council shall, by ordinance, “select and designate one or more banking institutions as the depository for the monies and funds of the City” in accordance with the requirement of Tex. Loc. Gov’t Code Ch. 105. At least every five years a Depository shall be selected through the City's banking services procurement process, which shall include a formal request for proposal (RFP). In selecting a depository, the credit worthiness of institutions shall be considered and the Investment Officer shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history.

Certificates of Deposit

Banks seeking to establish eligibility for the City's competitive certificate of deposit purchase program shall submit for review annual financial statements, evidence of federal insurance and other information as required by the Investment Officer.

Investment Advisor

The Council may, at its discretion, contract with an investment management firm properly registered under the Investment Advisors Act of 1940 (15 U.S.C. Section 80b-1 et seq.) and with the Texas State Securities Board to provide for investment and management of its public funds or other funds under its control.

Securities Dealers

All investments made by the City will be made through the City's banking services bank or a primary dealer. The Investment Committee will review the list of authorized broker/dealers annually. A list of at least three broker/dealers will be maintained in order to assure competitive bidding. Brokers and dealers who office in the San Antonio and Austin metropolitan area are preferred. Investment officials shall not knowingly conduct business with any firm with whom public entities have sustained losses on investments. All Securities dealers shall provide the City with references from public entities which they are now serving.

All financial institutions and brokers/dealers who desire to become qualified bidders for investment transactions must supply the following as appropriate:

- audited financial statements each year,
- proof of National Association of Securities Dealers (NASD) certification and provision of CRD number,
- proof of current registration with the State Securities Commission and

- completed broker/dealer questionnaire
- certification of having read the City's investment policy signed by a qualified representative of the organization
- acknowledgement that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization.

Qualified representative means a person who holds a position with a business organization, who is authorized to act on behalf of the business organization and who is one of the following:

- A. For a business organization doing business that is regulated by or registered with a securities commission, a person who is registered under the rules of the National Association of Securities Dealers;
- B. For state or federal bank, a savings bank, or a state or federal credit union, a member of the loan committee for the bank or branch of the bank or a person authorized by corporate resolution to act on behalf of and bind the banking institution; or
- C. For an investment pool, the person authorized by the elected official or board with authority to administer the activities of the investment pool to sign the certification on behalf of the investment pool.

Investment Pools

A thorough investigation of the pool is required prior to investing, and on a continual basis. All investment pools must have available the following information in order to be eligible to receive funds:

- the types of investments in which money is allowed to be invested
- the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool
- the maximum stated maturity date any investment security within the portfolio has
- the objectives of the pool
- the size of the pool
- the names of the members of the advisory board of the pool and the dates their terms expire > the custodian bank that will safe keep the pool's assets

- whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation
- whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment
- the name and address of the independent auditor of the pool
- the requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool
- the performance history of the pool, including yield, average dollar weighted maturities and expense ratios
- a description of interest calculations and how interest is distributed, and how gains and losses are treated

An annual review of the financial condition of each investment pool(s) will be conducted by the Investment Committee.

SAFEKEEPING AND CUSTODY

Insurance or Collateral

All deposits and investments of City funds other than direct purchase of U.S. Treasuries or Agencies shall be secured by pledged collateral. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits or investments less an amount insured by the FDIC or FSLIC. Evidence of the pledged collateral shall be maintained by the Finance Director or a third party financial institution. Repurchase agreements shall be documented by a specific agreement noting the collateral pledge in each agreement. Collateral shall be reviewed weekly to assure that the market value of the pledged securities is adequate.

Safekeeping Agreement

Collateral pledged to secure deposits of the City shall be held by a safekeeping institution in accordance with a Safekeeping Agreement which clearly defines the procedural steps for gaining access to the collateral should the City of Shavano Park determine that the City's funds are in jeopardy. The safekeeping institution, or Trustee, shall be the Federal Reserve Bank or an institution not affiliated with the firm pledging the collateral. The safekeeping agreement shall include the signatures of authorized representatives of the City of Shavano Park, the firm pledging the collateral, and the Trustee.

Collateral Defined

The City of Shavano Park shall accept only the following securities as collateral:

- A. FDIC and FSLIC insurance coverage
- B. A bond, certificate of indebtedness, or Treasury Note of the United States, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States.
- C. Obligations, the principal and interest on which, are unconditionally guaranteed or insured by the State of Texas.
- D. A bond of the State of Texas or of a county, city or other political subdivision of the State of Texas having been rated as investment grade (investment rating no less than "AA" or its equivalent) by a nationally recognized rating agency with a remaining maturity of ten (10) years or less.

Subject to Audit

All collateral shall be subject to inspection and audit by the Investment Officer or the City's independent auditors.

Delivery vs. Payment

Treasury Bills, Notes, Bonds, Repurchase Agreements and Government Agencies' securities shall be purchased using the delivery vs. payment method. That is, funds shall not be wired or paid until verification has been made that the correct security was received by the Trustee. The security shall be held in the name of the City or held on behalf of the City. The Trustee's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City.

Competitive Bidding

All investment transactions, including certificates of deposit, will be made on a competitive basis to assure that the City is receiving fair market prices. Bids for certificates of deposits may be solicited orally, in writing, electronically or in any combination of those methods.

INVESTMENT POLICY ADOPTION

The City of Shavano Park Investment Policy shall be adopted by resolution of the City Council. The policy shall be reviewed for effectiveness on an annual basis by the Investment Committee and any modifications will be recommended for approval to the City Council. The City Council shall review these investment policies and strategies not less than annually.

CITY COUNCIL STAFF SUMMARY

Meeting Date: February 26, 2018

Agenda item: 8.7

Prepared by: Z. Tedford

Reviewed by: Bill Hill

AGENDA ITEM DESCRIPTION: Scheduling the Date for the Annual Citywide Garage Sale - City Manager



Attachments for Reference: N/A

BACKGROUND / HISTORY: The city-wide garage sale was held April 8th last year.

DISCUSSION: The Saturdays available in April are April 7, 14, or 28th

Other Activities Scheduled in April

- April 1st – Easter
- 21st - City of Shavano Park Arbor /Earth Day from 10-2 p.m.
- 27th - Battle of the Flowers. City Offices are closed Friday
- 28th - Other Fiesta Parade / Activities

Registrations are taken at City Hall and the list of participants and a corresponding map are made available at City Hall. There is no charge for the garage sale permits during this event. The City does advertise the event.

COURSES OF ACTION: Approve April 7 or 14

FINANCIAL IMPACT: N/A

MOTION REQUESTED: Recommend selecting April 7, 2018, which should provide residents notification reaction time after delivery of the April Roadrunner newsletter.

CITY COUNCIL STAFF SUMMARY

Meeting Date: Feb. 26, 2018

Agenda item: 8.8

Prepared by: Curtis Leeth

Reviewed by: Bill Hill

AGENDA ITEM DESCRIPTION: Discussion /action - Adopting Resolution R-2018-003 to amend the City of Shavano Park Employee Handbook - City Manager

X

Attachments for Reference:

- 1) 8.8a 2018 Employee Handbook -Track Changes
- 2) 8.8b Resolution R-2018-003
- 3) 8.8c 2018 Employee Handbook

BACKGROUND / HISTORY: The current Employee Handbook was approved by Council on June 26, 2017.

DISCUSSION: The current Employee Handbook was built in 2015. Revisions were approved in February and again in June this past year. To ensure the handbook remains up to date with changing legal requirements and employee informational needs, City staff annually reviews and proposes amendments to the employee handbook to be approved by City Council.

Attachment 6.8a is a track changes version. Attachment 6.8c is a clean version with all accepted changes from the track changes. **This update is not a significant revision of the handbook.**

Highlights of changes include:

Page	Section	Change
V	intro	Substituted Employee Acknowledgement Form issued Oct 12, 2017
1	1.2	Substituted new Vision Statement from Town Plan Update
13	3.5	Added section detailing Employee Assistance Program (EAP)
21	4.3	Fixed mistypes in Nepotism section to match verbal description with table
30	5.3	Clarified FD & PD Holiday Comp time only available to shift employees
30	5.3	Added Holiday comp time for FD & PD shift employees count towards overtime
31	5.4	Added Holiday comp time for FD & PD shift employees count towards overtime
31	5.4.2	Raised Comp Time bank to 40 hours (from 36)
36	5.9	Changed Sick leave cap from 720 to 1008 hours for FD & PD shift employees
A	Attachment	Substituted Org Chart approved by Council on August 28, 2017
B	Attachment	Substituted Holiday Schedule approved by Council on November 27, 2017
General		Added clarifications in Chapters 4 and 5 on shift vs non-shift employees

General

Added “forms can be found on Shared drive” throughout document

COURSES OF ACTION: Approved Resolution R-2018-003, provide further feedback or alternatively take no action.

FINANCIAL IMPACT: N/A

STAFF RECOMMENDATION: Approve Resolution R-2018-003 adopting revisions to the City of Shavano Park Employee Handbook



CITY OF SHAVANO PARK

EMPLOYEE HANDBOOK

Adopted by City Council

~~June 26~~ February 26, 2018~~7~~

WELCOME TO THE CITY OF SHAVANO PARK

BACKGROUND

City Profile: On the edge of the Texas Hill Country, the City of Shavano Park is located in the San Antonio Metropolitan Area in northwest Bexar County, approximately 12 miles north of downtown San Antonio. Shavano Park is surrounded by the City of San Antonio to the north, east, south, and west. Generally, the City's boundaries are Loop 1604 on the north, Huebner Road on the south, Lockhill Selma on the west and Salado Creek on the east; this area comprises 1.77 square miles or 1,133 acres of land. The City is composed of roughly 3,300 residents in 1,263 single-family residences. The City has roughly 120 commercial businesses.

City History: The original Town of Shavano was established around 1881 along the Olmos Creek and served as a stagecoach and rail stop between San Antonio and Boerne. The area now occupied by the City of Shavano Park was part of the Stowers Ranch. In 1947, Wallace Rogers and Sons purchased the land for residential development starting in 1948. The city of Shavano Park was incorporated on June 19, 1956 as a general law city. The City has grown considerably from 167 residents in 1956 to roughly 3,300 in the year 2014. Despite its growth the City retains its distinctive generous lots and rural atmosphere.

SPACE SAVED FOR RESOLUTION

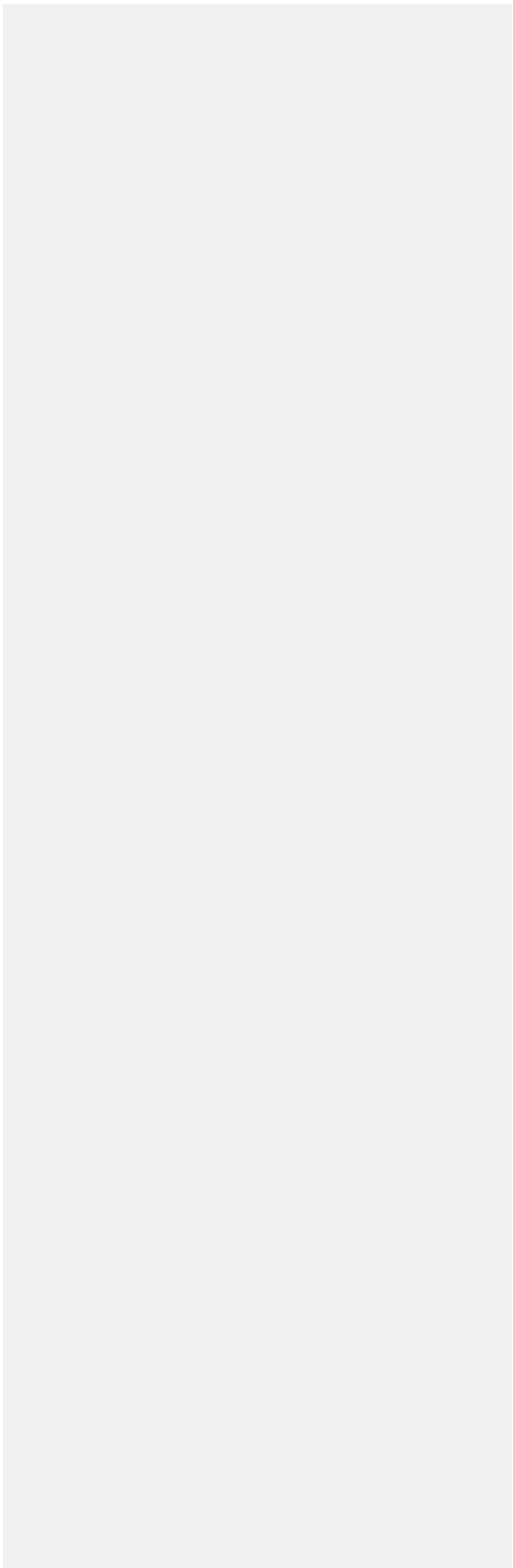


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Appendix

Attachment A – Organizational Flowchart
Attachment B – Official Holidays
Attachment C – Developmental Counseling Form

EMPLOYMENT ACKNOWLEDGEMENT

The City of Shavano Park (the “City”) Employee Handbook describes important information about the City’s personnel policies and procedures, and I understand that I should consult my supervisor and / or my Department Head regarding any questions not answered in the Employee Handbook. I have entered into my employment relationship with the City voluntarily and acknowledge that there is not specified length of employment. Accordingly, either I or the City can terminate the relationship at will, with or without cause, at any time. NOTE: This Revised Employee Acknowledgement Form replaces the form included in the amended Employee Handbook dated June 2017.

With the exception of the City’s employment-at-will policy, all of the information, policies, and benefits described in the Employee Handbook are subject to change. I understand that revised information may supersede, modify, or eliminate existing policies. I agree that any conflicts or ambiguities in City policies and procedures will be decided by the City Manager.

Furthermore, I acknowledge that this Employee Handbook is neither a contract of employment nor a legal documents, nor is it a waiver by the City of the employment at-will status of my relationship with the City.

I have received the Employee Handbook, and I understand that it is my responsibility to read and comply with the policies contained in it and any revisions made to it. I also understand that the policies in this Employee Handbook superseded all prior written and / or oral City policies.

ACKNOWLEDGEMENT:

[Signature]

Date

Printed Name



Section 1 – Introduction

1.1 PURPOSE

This Employee Handbook is designed to provide employees information on the policies of the City of Shavano Park. This handbook also serves to ensure a uniform application of City policies governing employees and replaces all previous employee handbooks or personnel manuals. Employees should read this document carefully to understand the responsibilities, rights and benefits of being an employee of the City of Shavano Park. Should any employee have questions as to the interpretation or understanding of any policy or practice, please make an appointment with your Department Director immediately. It is important that all employees have a full and complete understanding of the City of Shavano Park's personnel policies.

All Forms mentioned in *italics* in this handbook can be found on the City's servers in the shared drive at ~~S:\1 – Employment Forms~~ or by contacting the Director of Human Resources.

1.2 VISION STATEMENT

Shavano Park strives to be the premier community in Bexar County, preserving and celebrating its natural setting and small town traditions amid the surrounding area's urban growth.
~~The citizens of Shavano Park envision the City as a premier, diverse and welcoming community that celebrates our small town character, multigenerational heritage, urban energy, and natural habitat.~~

1.3 MISSION STATEMENT

The City of Shavano Park provides exceptional leadership and delivers exemplary municipal services in a professional, cost-effective and efficient manner to citizens, business owners and visitors to facilitate economic growth and enable an exceptional quality of life and workplace consistent with our small town values and character.

1.4 STAFF ESSENTIAL TASKS

- Provide, Efficiently Use, and Protect Fiscal Resources
- Provide and Maintain Infrastructure
- Maintain a Superior Water System
- Provide Police Protection
- Provide Fire / EMS Protection
- Conduct Municipal Planning



Shavano Park Employee Handbook

- Enforce Ordinances / Standards consistently
- Provide Outstanding Customer Service to citizens, business owners and visitors

1.5 CITY VALUES

City employees are expected to uphold the following values:

- Honesty
- Integrity
- Accountability
- Excellence
- Professionalism
- Innovation
- Inclusiveness
- A commitment to open, clear and transparent communications and Government
- Responsiveness and Customer Service

1.6 CODE OF ETHICS

Employees of the City of Shavano Park have the trust of citizens who depend on the highest level of service. This level of trust creates a special responsibility for the employees of the City of Shavano Park. Therefore, employees are expected to maintain a high level of ethical standards, to act with integrity in all public relationships and to conduct themselves always in a manner which maintains public confidence. This is accomplished by following the City of Shavano Park's Code of Ethics as presented below.

Employees of the City of Shavano Park shall strive to uphold always the Constitution, laws and ordinances of the United States, State of Texas, and the City of Shavano Park Code of Ordinances, and shall strive to be:

- Honest and trustworthy in what they say and write and in all professional relationships;
- Dedicated to providing quality services by being cooperative and constructive, and by making the best and most efficient use of available resources;
- Fair and considerate in the treatment of fellow employees and citizens, addressing concerns and needs with equity, granting no special favors;
- Committed to accomplishing all tasks in a superior way, and abstaining from all job behaviors that may tarnish the image of the City of Shavano Park;
- Cognizant that public and political policy decisions are the responsibility of the City Council; and



- Dedicated to the best customer/citizen services to improve the quality of life in the City of Shavano Park.

This Code of Ethics requires dedication to uphold. Employees and citizens will always be better served by doing what is right rather than what is expedient.

1.7 CITY GOVERNANCE AND MUNICIPAL MANAGEMENT

City Governance: The City of Shavano Park is a Type “A” General Law City governed by a Mayor and City Council that by election has adopted the City Manager form of government. The Mayor presides at meetings of the City Council and is the Chief Civic Representative of the City. The City Council functions as the legislative branch of the City government, provides policy for the conduct of municipal affairs, enacts ordinances, exercises budgetary authority and maintains oversight of the City government.

City Manager: Per Article III, Section 2-63 of the City of Shavano Park Ordinances the City Manager shall be the administrative head of the municipal government under the direction and supervision of the City Council. The City Manager is the Chief Executive Officer of the City of Shavano Park and is responsible for the day to day management of the City. The City Manager shall carry out the policies set by the City Council and enforce the ordinances of the City and the laws of the State of Texas.

Director of Human Resources: The City Secretary is the Director of Human Resources and reports directly to the City Manager. City employees should contact the City Secretary when the Director of Human Resources is described in this manual. Employees with finance related questions regarding payroll and insurance may contact the Finance Director for information. At times this handbook refers to the Finance Director as the point of contact, when that is the case then contacting the City Secretary or Finance Director is acceptable.

Department Directors: Department Directors report directly to the City Manager and are responsible for the enforcement of the provisions of this manual as it relates to the supervision and administration of personnel in their departments. Department Directors will, in addition to their other duties, assure the maintenance of high standards of ethical and moral conduct among their personnel to reflect favorably on the City at all times. Department Directors are likewise responsible for the protection of all information which is created for or primary used by their respective department. This responsibility includes the protection of computerized information which is placed in the custody of individual employees including authorizing access to all departmental information.

1.8 ORGANIZATIONAL FLOWCHART



Shavano Park Employee Handbook

The organizational chart will be approved annually by City Council and be updated in this handbook subsequent to City Council approval. See Attachment A – “Organizational Chart.”



Section 2 – General Provisions

2.1 PURPOSE OF EMPLOYMENT

The primary objective and purpose of the existence of the Shavano Park municipal government is to provide the most efficient, economical and courteous services possible to our citizens and business partners. Employees have been chosen for their positions because their individual job is very important in the overall mission to provide optimal City services. The City of Shavano Park is assured each employee has the knowledge, skills and abilities needed to help the City reach its primary objective. The City seeks to welcome each employee as an important and productive member of the organization.

2.2 EMPLOYMENT AT WILL

Employment with the City is not for a fixed or definite term. All employment by the City has been and continues to be at-will, except for those positions that may have a written contract approved by the City Council. That means that both the employee and/or **the City have the right to terminate employment at any time, with or without notice, and with or without cause.** This Employee Handbook does not constitute a contract of employment. Nothing in this handbook is intended to alter the continuing at-will status of employment with the City.

2.3 MANAGEMENT AUTHORITY AND ADMINISTRATION

This handbook is approved by the City Council of the City Shavano Park; Amendments to the Employee Handbook must likewise be approved by the City Council. The Handbook policies shall apply to all City employees, provided that the provisions may be varied in the case of an employee with a written employment agreement approved by the City Council. All employees must become familiar with and abide by these policies. General and final authority for personnel administration rests with the City Manager, with the exception of matters reserved to the City Council by State law or Ordinance.

No City of Shavano Park supervisor is authorized to modify this handbook for any employee or to enter into any agreement, oral or written.

2.3.1 Management Authority. The City Council may modify, revoke, suspend, interpret, terminate, or change any or all of its policies and procedures, in whole or in part, at any time. Policy administration rests with the City Manager and the City Manager reserves sole authority to administer City operations.



2.3.2 Departmental Policy and Procedural Requirements. City departments may develop policies and procedures consistent with City policies and procedures. Department policies and procedures that are operational and that do not relate to those in this handbook, or other approved operational manuals shall be reviewed and approved by the City Manager. Department Directors are responsible for obtaining the necessary review and approval prior to issuing such departmental policies and procedures. Departmental policies and procedures will not become effective until reviewed and approved by the City Manager.

2.3.3 Miscellaneous. Policies and procedures apply to all employees of the City, both on and off duty where applicable, unless otherwise indicated, restricted by proper authority, or prohibited by Federal, State and/or Municipal law.

Any statement in a policy and/or procedure found to be illegal, incorrect, and/or not applicable will not affect the validity and intent of the remaining content of such policy or procedure.

Any conflicts, questions, or ambiguities in City or departmental policies and procedures will be resolved by the City Manager. The City Manager may delegate rights and powers granted to him or her under these policies and procedures to the others as deemed appropriate in the City Manager's sole discretion.

2.4 MEDIA SPOKESPERSON

The City Manager will be responsible for handling all media inquiries. City Employees are required to refer all media inquiries to the City Manager. Failure to do so may result in discipline up to and including dismissal.

2.5 EQUAL EMPLOYMENT OPPORTUNITY

The City is an equal opportunity employer. Discrimination against any person in recruitment, examination, selection, appointment, rate of pay, promotion and transfer, retention, daily working conditions, testing and training, awards, compensation and benefits, disciplinary measures or any other aspect of employment because of age, race, religion, sex, national origin, citizenship, disability, genetics, veteran's status or other unlawful basis, is prohibited.

2.6 SEXUAL AND OTHER UNLAWFUL HARASSMENT

All City employees are entitled to a workplace free of unlawful harassment by management, supervisors, co-workers, citizens, and vendors. This means that each employee must be respectful of others and act professionally. City employees are also prohibited from harassing citizens, vendors, and all other third parties.



2.6.1 Sexual Harassment. All types of sexual harassment are prohibited. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or
- submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Sexual harassment does not require sexual attraction or interest. This policy prohibits sexual advances and requests for sexual favors, sexual jokes and innuendo; comments about bodies, sexual prowess, sexual preferences, sexual experiences or sexual deficiencies; leering, whistling, or touching; verbal abuse of a sexual nature, including insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures, including nudity and pornography; and all inappropriate conduct of a sexual nature, whether it be physical, verbal or visual conduct.

2.6.2 Other Prohibited Harassment. In addition to the City's prohibition against sexual harassment, harassment on the basis of any other legally protected characteristic is also strictly prohibited. This means that verbal or physical conduct that singles out, denigrates, or shows hostility or aversion toward someone because of race, religion, color, national origin, age, disability, genetics, veteran status, citizenship, or any other characteristic protected by law is also prohibited.

Prohibited conduct includes, but is not limited to, epithets, slurs and negative stereotyping; threatening, intimidating, or hostile conduct; denigrating jokes and comments; and writings or pictures, that single out, denigrate, or show hostility or aversion toward someone on the basis of a protected characteristic. Conduct, comments, or innuendoes that may be perceived by others as offensive are wholly inappropriate and are strictly prohibited.

This policy also prohibits while on duty or at work sending, showing, sharing, or distributing in any form, inappropriate jokes, pictures, comics, stories, etc., including but not limited to via facsimile, e-mail, cell phone or other electronic devices, social media, and/or the Internet, such as YouTube and Facebook. Harassment of any nature, when based on race, religion, color, sex, national origin, age or disability, genetics, veteran status, citizenship or any other characteristic protected by law is prohibited and will not be tolerated.



This policy applies to City employees interacting with other employees, citizens, vendors, and other visitors to the workplace.

2.6.3 Reporting and Handling Procedures. The City requires that employees report all perceived incidents of harassment, regardless of the offender's identity or position. Any employee who observes or otherwise learns of possible harassment in the workplace or who feels that harassment has occurred or has been subjected to conduct prohibited by this policy must report it immediately to your Department Director, the City Secretary, or the City Manager.

Any supervisor, manager, or Department Director who becomes aware of possible conduct prohibited by City policy must immediately advise the Department Director, City Secretary, or City Manager.

Under this policy, an employee may report to and/or contact the City Manager directly, without regard to the employee's normal chain of command.

Investigation. All reports of prohibited conduct will be investigated promptly and confidentially by the City Manager as possible. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have other relevant knowledge. All employees are required to cooperate with the investigation and to maintain confidentiality.

In case of complaints against the City Manager, the City Council shall undertake the investigation.

Retaliation Prohibited. Retaliation against employees who make a good faith charge or report of prohibited conduct or who assist in a complaint investigation is prohibited. Acts of retaliation must be reported immediately as set out above.

Responsive Action. Misconduct constituting harassment or retaliation will be dealt with appropriately and promptly. Discipline, up to and including dismissal will be imposed upon any employee who is found to have engaged in conduct prohibited by this policy. Likewise, disciplinary action will be imposed in situations where claims of prohibited conduct were untruthful, fabricated or exaggerated or when employees are untruthful during an investigation.

2.7 AMERICANS WITH DISABILITIES ACT

To ensure compliance with the Americans with Disabilities Act and Americans with Disabilities Act as Amended (ADAAA), the City offers equal employment opportunity to qualified individuals and strictly prohibits discrimination against qualified individuals on the basis of disability.



The City will provide reasonable accommodation to the known physical or mental impairments of an otherwise qualified individual with a disability if such reasonable accommodation will enable the individual to perform the essential functions of the position at issue. The City's obligation under this policy is limited to providing reasonable accommodations that will not result in undue hardship to the City.

Any employee seeking a reasonable accommodation for a disability that affects the employee's ability to perform the essential functions of the position shall make a written request to the City Secretary.

Employees who have a complaint involving potential violations of the Americans with Disabilities Act or ADAAA, including but not limited to harassment, discrimination, or failure to provide a reasonable accommodation, must immediately contact their immediate Supervisor, City Secretary, the City Manager or designee.

2.8 MEDICAL RECORDS PRIVACY

Federal law requires that the City maintain all employee medical information in separate, confidential files. Therefore, in addition to personnel files, the City maintains a separate medical file for each employee. Finance Department maintains these confidential medical files.

Examples of information that may be provided to the City by an employee or the employee's health care provider, and maintained in the confidential medical file, include:

- a note to justify an absence;
- a note to request a leave;
- a note to verify the employee's ability to return to work;
- medical records to support a claim for sick pay or disability benefits;
- insurance records;
- workers' compensation records; and
- medical history records

The City does not request genetic information from an applicant, employee, or health care provider. The City discourages health care providers from sending genetic information. Any genetic information inadvertently sent to the City will be returned to the employee or destroyed.

It is important that employees understand that the records are confidential but that the confidentiality may be waived when the employee provides medical information to the supervisor or Finance Director. When an employee provides information to the supervisor, the supervisor shall only share the information only on an "as needed" basis with other members of management.



In addition to protecting their own confidential medical information, employees must also respect the privacy and confidentiality of their coworkers' medical information. Employees are expected to use discretion and judgment when dealing with such information and are to refrain from passing along information, gossip, rumors or anything else that may constitute an invasion of a coworker's privacy or breach of confidence.

2.9 SEARCH POLICY

The City may conduct unannounced searches or inspections of the work site, including but not limited to City property used by employees such as lockers, file cabinets, desks, and offices, computer and electronic files, social media sites, cell phones, pagers, text messages, whether secured, unsecured or secured by a lock or password provided by the employee.

All searches must be authorized and conducted under the direction of the City Manager. Employees who refuse to cooperate with a search may be subject to disciplinary action up to and including termination.

2.10 POLITICAL ACTIVITIES

City employees will not be appointed or retained on the basis of their political support or activities. City employees are encouraged to vote and to exercise other prerogatives of citizenship consistent with State and Federal law and these policies. No City employee is prohibited from becoming a candidate for public office. However, City employees may not:

- Use the employee's position or office to coerce political support from employees or citizens.
- Use the employee's official authority or influence to interfere with or affect the result of a campaign issue, an election or nomination for public office.
- Use working hours or City property to solicit or receive any subscription, contribution or political service to circulate petitions or campaign literature on behalf of an election issue or candidate for public office in any jurisdiction.
- Hold an appointive or elective office of public trust where service would constitute a direct conflict of interest with City employment, e.g. City of Shavano Park City Council, Boards and Commissions and certain Bexar County offices. Upon being elected or appointed to such an office, an employee must immediately resign or will be dismissed upon failure to do so.



2.11 VALID DRIVER'S LICENSE REQUIREMENT

The City requires that every employee who operates a City owned [or leased] vehicle, or who drives a privately owned vehicle while carrying out job duties, maintain a current valid Texas driver's license and an acceptable driving record as determined by the City.

Driving records will be checked prior to employment and, at City discretion, periodically throughout the course of employment. Applicants and employees are required to provide the City with any authorizations necessary for the City to perform such a check.

When a special classification of driver's license is required to operate City equipment, it is the employee's responsibility to maintain the required license.



Section 3 – Employee Compensation and Benefits

3.1. PAY PLAN

The City pays wages and salaries based upon the nature of the job performed and are competitive to payment plans for similar positions in the surrounding area. Annual base salaries are determined by the City Council.

3.2. ALLOWANCES AND CERTIFICATES

Allowances (such as phone or vehicle) are determined each year during the City's budget process. Allowances are available to those employees at the determination of the City Manager and Council during the budget process. Speak with your Department Director or Finance Director for details on City allowances.

Certain qualifications (such as those for Fire, Police and Water Utility professionals) are recognized as beneficial to the City and may be awarded with certificate pay. Certificate pay amounts are determined each year by City Council during the City's budget process. Speak with our Department Director or Finance Director for details on City certificate pay.

3.3. INSURANCE BENEFITS

All regular, full-time employees and their dependents are eligible for enrollment in the City's insurance benefit plans upon employment; coverage begins on the first day of the month following the date of employment. This insurance is effective as long as the employee remains on the full-time payroll. The details of the City's insurance benefit plans are determined as a part of the City's annual budget process. Inquire with your Department Director or City Secretary for details on the City's current year insurance benefit plans.

3.4. GROUP HEALTH BENEFIT COVERAGE (COBRA)

COBRA is a Federal law that requires the City of Shavano Park to offer employees and their families the opportunity to extend temporarily their group coverage at group rates in instances where coverage under the employer's group health plan would otherwise terminate. *The employee is responsible for paying for the City's share of the premium in addition to current premium during a continuation of coverage under COBRA.*

Under COBRA, employees may elect COBRA continuation coverage for up to 18 months after termination of employment (unless the employee is terminated due to gross misconduct), or if an employee's hours are reduced so that the employee no longer qualifies for participation in the



group health plan. Under other circumstances, COBRA coverage is available for up to 36 months following a qualifying event. Employees must notify the City within 60 days of the occurrence of the employee's legal separation or divorce and of a covered dependent ceasing to qualify as a dependent under the medical plan.

Detailed COBRA notices are given to employees when an employee becomes eligible for participation in the City's group health plan and again when a qualifying event occurs. For more complete information on COBRA and your health plan, you should review your summary plan description or review a copy of the full health plan with the Finance Director.

3.5. EMPLOYEE ASSISTANCE PROGRAM (EAP)

3.6.

Employee Assistance Program (EAP) provider is Deer Oaks EAP Services. They will provide EAP Services for all employees and their dependents. The EAP benefit covers 6 confidential short-term counseling visits and is at no cost to employees and their families. The City has pre-paid for this benefit for all employees and their dependents.

The EAP benefit is not only free to all employees and their dependents, but it is also confidential. Deer Oaks EAP has considerable expertise and clinical knowledge possessed by its clinicians and numerous convenient locations.

The EAP can assist with many different types of problems. Among these are stress, depression, anxiety, workplace difficulties, substance abuse, marital problems, family or parenting conflicts, grief, violence and unhealthy lifestyles. The EAP can also provide additional assistance with, and tools & referrals for:

- Childcare and Eldercare Resources with Referrals
- Financial and legal issues
- Free Interactive online simple will
- Retiree Assistance
- Moving Resources/Checklist
- ID Recovery

Deer Oaks EAP is available when you need it, 24 hours a day, 365 days a year. Deer Oaks will also coordinate with City of Shavano Park's Health Plan for cases that require treatment under your medical benefit.

For additional information or a referral to a provider located nearest you please call EAP toll-free at 1-866-327-2400. Online tools are available at: www.deeroakseap.com with login & password: shavanopark.

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City of Shavano Park is committed to the health and well-being of its employees and their family members and encourages the utilization of this important benefit.

3.7.3.6. RETIREMENT

3.7.1.3.6.1. Texas Municipal Retirement System. The City participates in the Texas Municipal Retirement System (TMRS), which provides retirement benefits to eligible employees. All regular full-time employees are required to join TMRS. Employees completing five (5) years of employment will be vested in the TMRS. All regular employees working twenty (20) hours or more per week are required to participate in TMRS. Temporary employees, and part-time employees working less than one-thousand (1,000) hours per year, are not eligible to enroll in the retirement system.

Employees covered under TMRS are required to contribute 7% of the employee's pay to the member's account. The City of Shavano Park matches the employee contribution at a 2 to 1 rate. All amendments and additions to such system enacted by the City Council are continued in full force and effect. Employees are provided retirement benefits upon meeting TMRS eligibility and plan requirements. Specific TMRS plan requirements and provisions can be obtained from the City Secretary or TMRS.

3.7.2.3.6.2. Social Security. Your earnings from this job are not covered under Social Security. All employees must sign Form SSA-1945, *Statement Concerning Your Employment in a Job Not Covered by Social Security*, prior to employment (can be found on the City's servers in the shared drive at S:\1 – Employment Forms). This form explains the potential effects of two provisions in the Social Security law for workers who also receive a pension based on their work in a job not covered by Social Security.

3.8.3.7. WORKERS' COMPENSATION

Workers' compensation is designed to cover the costs associated with injuries resulting from identifiable and specific accidents, injuries or job related illnesses occurring during the course and scope of one's employment. It is not designed to cover ordinary diseases of life. All employees and volunteers of the City are covered by workers' compensation insurance.

An employee injured on the job may be eligible for workers' compensation benefits, which may cover the cost of hospitalization, doctors, treatment, prescription drugs and other related expenses, to include possible partial salary continuation.

Injuries not directly related to or caused by a specific accident or incident that occurred in the performance of the employee's job duties for the City, injuries occurring while an employee or



volunteer is working or volunteering for an employer or organization other than the City, and/or injuries occurring during self-employment, are not covered under the City's workers' compensation plan.

3.8.1.3.7.1. Accident and Injury Reporting Procedures

- 1) **If an employee is injured on the job or feels that he/she has an illness caused by work, he/she must stop working and report the condition to his/her Supervisor.** Failure to report such an injury or illness promptly may disqualify the employee from receiving benefits.
- 2) The supervisor may refer the employee for medical treatment, if necessary, from either the Shavano Park Fire Department EMS (dial 9-1-1 in emergencies) and/or the Approved Doctor List, as provided by the Texas Department of Insurance at www.pswca.org/workers.html. Every injury, regardless of its severity, must be reported by the employee to his/her Supervisor.
- 3) The employee's supervisor will initiate a thorough investigation into the cause and circumstances of the accident causing the injury, including interviewing all witnesses and preparing a detailed written report explaining the facts of the accident that occurred.
- 4) The supervisor must submit the *Employers First Report of Injury or Illness Form* ([can be found on the City's servers in the shared drive at S:\1 – Employment Forms](#)) and any other related information to the Director of Human Resources no later than twenty-four (24) hours after learning of the injury was reported or no later than 9 a.m. on Monday for injuries occurring over the weekend.
- 5) If the employee's supervisor has reason to believe that an injury has been reported that is not directly related to or caused by a specific accident or incident occurring in the performance of the employee's assigned job duties, the supervisor must advise Director of Human Resources of these circumstances. The decision of whether or not an injury will be covered by workers' compensation will be made by the Political Subdivision Workers' Compensation Alliance and not by the City.
- 6) For every doctor's office visit, the employee is required to obtain from his doctor a completed *Fitness for Duty Form* ([can be found on the City's servers in the shared drive at S:\1 – Employment Forms](#)), which includes the employee's diagnosis, when the employee is expected to be able to return to work, the employee's restrictions and the date of the employee's next appointment. It is the employee's responsibility to ensure that a copy of the *Fitness for Duty Form* is forwarded to their supervisor. Failure of an employee to report



an on the job injury to their supervisor may result in disciplinary action, up to and including termination of employment.

3.8.2.3.7.2. Returning to Work. The employee is to return to work immediately after treatment unless the employee's physician will permit neither regular duty nor modified duty. The employee must have a written release from the doctor to return to work and the release must specify any restrictions. The City does not guarantee the availability of a modified duty opportunity. However, the employee must accept any modified duty assignment that is offered, including an assignment in another department.

All modified duty assignments must be approved by the Director of Human Resources to ensure compliance with the City's policies, the physician's restrictions/release and with all applicable laws.

3.8.3.3.7.3. Reasonable Time Period. Subject to other restrictions, limitations and earlier terminations as applicable in particular circumstances, the City will hold open an employee's position, following an injury that occurred while performing official job duties or conducting City business, for a reasonable time period if holding the position does not result in undue hardship on the City. At the end of the reasonable period of time, should the employee still be unable for any reason to perform the essential duties of the job, with or without accommodation, the employee's position may be filled and the employee may be considered for a vacant position for which the employee is qualified and released from the physician to perform. If no vacant position is available for which the employee is qualified, if not selected to fill the vacant position or if the employee declines to accept another position, employment with the City will be terminated.

3.9.3.8. TRAVEL COMPENSATION

The City will pay for, or reimburse, all reasonable and necessary expenses incurred by an employee when the employee travels on City-related business in accordance with this policy. All travel must be approved in advance by the employee's Department Director (or designee), unless otherwise stated in this policy. All out of state travel must be approved by the City Manager. Department Directors shall travel expenditures comply with procedures as outlined and review and approve all necessary documents concerning travel.

Itemized receipts must be provided for all expenses, except meals and incidental expenses. Receipts must be an itemized copy from the vendor and not just the credit card slip/balance due. *Failure to submit itemized receipts will render those expenses non-reimbursable.* Employees should use the most economical means available when using City funds.



3.9.1.3.8.1. Transportation. The most efficient and economical mode of travel must be used. Air travel arrangements are to be made by each department. Air travel must be booked at the most discounted fare basis whenever possible. When authorized, an employee using a personal vehicle on City business shall be paid the IRS mileage reimbursement rate in effect at the time of travel. The City does not compensate travel mileage for a trip under 50 total miles. In instances of approved private vehicle use, reimbursement will also be made for mileage tolls and parking fees. Receipts are required for toll and parking fees, as well as for taxi cabs, limos, and other modes of transportation. The City will pay for rental vehicles upon written approval of the City Manager.

3.9.2.3.8.2. Pay for Travel. Non-exempt employees are paid their normal hourly pay rate for time spent traveling while conducting City business. If the travel occurs during the normal working hours of a non-exempt employee, even on nonworking days, the time is compensable. Travel time that occurs outside of regular working hours where the employee is a passenger and free to relax does not count as hours worked. However, if the non-exempt employee is required to drive or perform pre-approved work by their Director, then the time is compensable. Home-to-work travel is not compensable hours worked. Travel time as a passenger outside of regular working hours is not considered work time.

3.9.3.3.8.3. Lodging. Expenses for lodging are to be at the single room rate, unless an employee is approved in advance for double occupancy. Extra charges for room service will not be paid by the City. An itemized hotel receipt must be provided, including an itemization for any room service charges to be paid/ reimbursed by the City.

3.9.4.3.8.4. Meal Allowance. The City will pay an employee's actual expenses as authorized within this administrative directive, except for meals and incidental expenses (M & IE). Meals and incidental expenses will only be paid on a per diem basis and based on rates established by the U.S. General Services Administration for the current fiscal year (www.gsa.gov). If neither the city nor county is listed, the rate for meals and incidental expenses will be the standard CONUS destination rate.

3.9.5.3.8.5. Non-Allowable Expenses. Expenses or charges for the following will not be reimbursed and must be paid for by the employee:

- a. In-hotel pay television, movies or other entertainment
- b. Dry cleaning and laundry;
- c. Health club and spas;
- d. Expenses of a spouse;
- e. Alcoholic beverages;
- f. Personal long distance telephone calls; and
- g. Other items of a personal nature.



3.9.6.3.8.6. Compliance. Abuse of this policy, including falsifying expense reports or submitting false claims, will result in disciplinary action, up to and including termination of employment.

3.10.3.9. DEFERRED COMPENSATION

Participation in a 457 Deferred Compensation program is offered through the City's relationship with the International City/County Management Association (ICMA) Retirement Corporation.

The program provides regular employees the option to defer part of their salary for payment at a future date. The deferral allows the employee to enjoy a tax savings by reducing their taxable income and therefore their tax liability in the year of the deferral. Deferred income is taxable upon receipt of the benefits. All deductions must be made in accordance with a signed participation agreement. More information on this plan can be obtained from the Finance Director.

3.11.3.10. TUITION REIMBURSEMENT PROGRAM

As the budget permits, the City may elect to reimburse a regular full-time employee for tuition, books and fees for pursuing a course of study to improve his/her skills and knowledge in a discipline directly related to his/her position. An employee who is considering such a course of study should meet with the Finance Director for the availability of these benefits for the fiscal year. Department Directors shall determine if a course is directly related an employee's position and forward a recommendation for reimbursement to the Finance Director. In order to qualify for reimbursement, an employee must present a copy of the receipt showing that the tuition has been paid and a report card showing a final passing grade for the course.

The City may reimburse up to \$150 per course not to exceed four courses per calendar year or \$600 a calendar year towards a trade school to each full time employee who provides the proper documentation. Employees cannot "bank" additional courses beyond the four courses per calendar year limit from one calendar year to another.

3.11.3.10.1. Requirements.

- a. Employee must be pursuing within their current work related position excluding all pre-requisite/basic courses, a college diplomat at an accredited college or university or pursuing a GED or a trade school certification.
- b. Employee is eligible for reimbursement up to 2 courses per semester.
- c. Must pass the course with at least a "C" grade.
- d. Must be an active employee on City payroll at the time of reimbursement request.
- e. Reimbursement request must be submitted within 30 days of completion of courses.



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- f. Eligible items for reimbursement include: Tuition, Official College & university fees such as lab, library, technology, etc., and Books.

3.11.2.3.10.2. Procedure.

- a. After final grades are distributed—submit copy of grades and a copy of all paid invoices and other pertinent documents to the Department Director. The Department Director will forward through the Finance Director, the packet with a recommendation to the City Manager for approval or disapproval,
- b. City Manager will review and approve all submissions delivered from Department Directors.



Section 4 – Staffing and Development

4.1. PERSONNEL RECORDS

The Human Resources Office will maintain all personnel records for active employees. Personnel records of inactive employees will be maintained in accordance with the City's Records Management Policy. Personnel Records for Public Safety employees will be kept in accordance with State and Federal law.

An employee's personnel records are available for inspection by the employee. The employee, the employee's immediate supervisor, the Department Director, the City Manager or their designee, the Mayor and City Council members are authorized to view an employee's personnel file.

Department Directors and other City employees are not permitted to release information regarding a former employee's employment with the City of Shavano Park. Public Information Requests on employee records should be forwarded to the City Secretary and will be handled in accordance with State law.

4.2. RECRUITMENT AND SELECTION

As an Equal Opportunity Employer, the City of Shavano Park will conduct its staffing activities in accordance with State and Federal laws and regulations. The City of Shavano Park will not unlawfully discriminate in either selection or advancement of any employee or prospective employee.

Job Vacancies. Department Directors fill out a *Job Vacancy Request Form* ([can be found on the City's servers in the shared drive at S:\1 – Employment Forms](#)) and forward the form to the City Manager for review and approval. The job vacancy announcement is then forwarded to the City Secretary for posting. The City Secretary will post the position and will advertise the job vacancy on the City's official website, as well as other media as deemed appropriate.

All City employees who meet a job's qualifications are encouraged to apply for the job posting on the City's official website. Individuals, and current employees, applying for a vacant position will be required to complete the official *City of Shavano Park Application for Employment Form* ([can be found on the City's servers in the shared drive at S:\1 – Employment Forms](#)). Applicants will be allowed to submit resumes on the condition that the City may require a formal application for the official file.



Department Directors are also strongly encouraged to advertise the vacancy at academic institutions, trade schools, in trade journals and other publications as well as other media as deemed appropriate by the City Manager which may generate candidates for the vacancy. The City Secretary will assemble the applications/resumes from interested individuals and forward them to the Department Director for evaluation and interviews. The Department Director will forward to the City Secretary all applications including the top three candidates for final processing and background investigation. The Department Director will present recommendations to the City Manager for final determination of an employment offer to a candidate.

4.3. NEPOTISM

No person related up to the 2nd degree by marriage or 3rd degree by blood kinship to the City Manager, Mayor, or any member of the City Council, shall be appointed to or employed in any position in the City. No person related up to the 2nd degree by marriage or 3rd degree by blood kinship to any employee of the City of Shavano Park shall be employed in any position within the same department. Figure 4.2 lists blood kinship and marriage degrees of relationship.

Commented [CL1]: I checked 2010 Employee Handbook, the missing 3rd degrees were mistypes.

Figure 4.3. Blood Kinship & Marriage Relationships prohibited by City.

Blood Kinship	1st Degree	Father & Mother, Son & Daughter
	2nd Degree	Grandfather & Grandmother, Brother, Sister, Grandson & Granddaughter
	3rd Degree	Aunt, Uncle, Niece, Nephew, Great Grandson & Great Grand daughter, Great Grandfather & Mother, Cousins
Marriage	1st Degree	Spouse, Father-in-Law, Mother-in-Law, Daughter-in-Law, Son-in-Law
	2nd Degree	Spouse's Grandfather & Grandfather, Brother-in-Law, Sister-in-Law, Spouses' Grandson & Granddaughter, Brother / Sister's Spouse and Spouse's Cousin

In the event of a marriage between two City employees, a promotion, reorganization, or any other situation giving rise to a relationship prohibited by this policy, one or both of the affected employees must immediately seek a transfer to another available position within the City for which the employee is qualified. If a suitable transfer cannot be made within ninety (90) days of the event



giving rise to a relationship prohibited by this policy, one or both of the affected employees will be required to resign from employment.

4.4. ORIENTATION

Individuals selected for employment with the City of Shavano Park must complete an orientation session. The City Secretary and Finance Director will provide information about employment with the City to include personnel policy information. Meetings will be scheduled with senior staff for additional operational overview.

4.5. ASSESSMENT PERIOD

Prior to being designated as a permanent regular employee, an employee shall go through an assessment period of ninety (90) days after first day of employment. The assessment period provides a specific time frame for supervisors to monitor, evaluate and assist an employee in adjustment to service with the City of Shavano Park. The assessment period allows for identification and retention of employees who demonstrate the skills and meet the performance levels required of various positions.

The Department Director and subordinate supervisors are responsible for evaluating the job performance of the new employee using the *Performance Appraisal Form* (can be found on the City's servers in the shared drive at S:\1 – Employment Forms). Upon commencement of employment, supervisor and new employee will review the position job description and the performance evaluation criteria to be used during the assessment period. During the assessment period, supervisor and new employee will periodically review work performance and outline satisfactory or unsatisfactory performance. Supervisor must note areas of improvement recommended for continued employment. The employee should be advised before the end of the assessment period whether or not he/she will be retained or terminated. If an employee is to be retained, a *Personnel Action Form* is sufficient notice of retention. If the employee is to be terminated, the *Personnel Action Form* effecting the termination must be accompanied by the appropriate documentation.

4.6. EMPLOYMENT STATUS (CLASSIFICATION)

The City classifies City employees for the purpose of employment status and benefit eligibility as follows:



- a. **Assessment Period.** A full-time or part-time employee during the performance orientation period of initial employment, promotion, or transfer. This period lasts ninety (90) days.
- b. **Regular full-time.** An employee in a budgeted position with an officially scheduled work week of 40 hours or more each workweek (except for certain Fire and Police shift personnel who have different work cycles) who has successfully completed the initial orientation period. Generally, regular full-time employees are eligible for the City's full benefits package, subject to the terms, conditions, and waiting periods of each benefit program. Regular full-time employees are required to participate in the Texas Municipal Retirement System (TMRS).
- c. **Regular part-time.** An employee in a budgeted position with an officially scheduled work week of 20 or more hours but less than 40 hours who has successfully completed 3 months of active service with the City. Regular part-time employees who regularly work more than 20 hours per week accrue certain benefits on a pro rata basis and, who work at least 1000 hours in a year, are eligible to participate in Texas Municipal Retirement System.
- d. **Temporary.** An employee who is employed for only a specific time period, for a special assignment, or as an interim replacement. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary and seasonal employees retain that status unless and until notified of a change in writing by the City Secretary. Temporary and seasonal employees receive all legally mandated benefits (such as workers' compensation insurance coverage), but are not eligible for the City's other employment benefits. Temporary employees who are placed with the City but who are actually employed by a temporary staffing agency must look to the temporary staffing agency to determine what benefits are provided. Such employees are not eligible for benefits from the City and are not eligible for participation in TMRS.
- e. **Reserve Firefighters / Police.** An employee who is employed by the City for select shifts in the Fire and Police Departments. A Reserve Policeman or Firefighter does not receive any compensation or earn any benefits for shifts worked. Reserve Policeman or Firefighters do fall under the City's Workers' Compensation while on duty. Reserve Policeman must work a minimum of 24 hours in a month to maintain Reserve Police status with the City of Shavano Park.
- f. **Volunteers.** Volunteers are not employed by the City in any capacity. Volunteers elect to donate their time and services as a volunteer for the City without any expectation of compensation. Volunteers are not paid, are not entitled to any benefits, but are covered by worker's compensation.

In addition to being in one of the above categories, each employee is also designated as either exempt or nonexempt from Federal and State wage and hour laws. Employees are informed of their status as exempt or nonexempt at the time of their initial employment, or subsequently if their classification changes for any reason. An employee's exempt or nonexempt classification may be changed only upon written notification by City Secretary.



Employees may also be classified as Shift or Non-Shift employees. Non-Shift employees are nonexempt employees who work during normal City hours of operations (8 a.m. to 5 p.m. Monday through Friday). Shift employees are nonexempt employees who follow a work schedule that is outside of the typical 8 a.m. to 5 p.m. business day. Ask your supervisor to if you are unsure of your status as a shift or non-shift employee.

4.7. TRAINING AND DEVELOPMENT

To meet individual and organizational needs, the City will provide training and development opportunities to encourage performance, prepare employees for new or increased responsibilities, extend opportunity for growth and development, and promotion of the most qualified individuals.

4.8. OUTSIDE EMPLOYMENT

The acceptance of another job while in the employment of the City of Shavano Park is permissible as long as the following considerations are met:

- a. The full-time employee must notify their supervisor with the *Outside Employment Form* (can be found on the City's servers in the shared drive at S:\1 – Employment Forms) and receive written approval from the City Manager prior to the acceptance of other employment and whenever the nature of such employment changes. A copy of the written approval shall be kept in the employee's personnel file.
- b. Outside employment may not conflict with the best interest of the City.
- c. Outside employment must be terminated if it adversely affects the employee's attendance or performance of the employee's duties.
- d. An employee who refuses to discontinue outside employment is subject to release, based on prior warning by the supervisor.
- e. Employees may work a secondary job up to twenty-four (24) hours a week with verbal notification to supervisor.

4.9. ANNUAL PERFORMANCE REVIEW

All employees of the City of Shavano Park will be evaluated on an annual basis. The performance evaluation period will commence on March 1st of each calendar year and ending on the last day of February of each calendar year. The process for employee evaluation is as follows:

- a. The evaluation period will be for the period beginning March 1st and ending on the last day of February.



- b. Supervisor and employee will meet in March of each year to review the *Performance Appraisal Form* (can be found on the City's servers in the shared drive at S:\1 – Employment Forms). The form will outline evaluation criteria and job expectations established for the position occupied by the incumbent. Supervisor and employee will sign the *Performance Appraisal Form*.
- c. Department Directors will review and approve the *Performance Appraisal Form*.
- d. Final approval of the City Manager is required.
- e. During the evaluation period, supervisor and employee will periodically review work performance and outline areas of unsatisfactory and satisfactory performance.
- f. During the final month of the evaluation period the supervisor will complete the final performance evaluation for review by the Department Director. If the employee disagrees with the final evaluation, employee may discuss the evaluation with the Department Director.

All records maintained by the Human Resource Office in connection with the performance of individual employees shall be considered confidential. Access to performance records is limited to the employee, his/her immediate supervisors, and individuals authorized by the City Manager.

4.10. PROMOTION / DEMOTION / REASSIGNMENT / TRANSFERS

Dependent on the staffing plan and on available positions, promotions, demotions, reassignments and reclassifications will be made on the basis of skills, abilities and demonstrated performance of City employees.

4.10.1. Promotion. Promotion of all employees will be accomplished after careful consideration and thorough review of an employee's qualifications, performance appraisals, work history, and demonstrated abilities. A promotion shall take effect with as little undue disruption of departmental operation as possible. Promoted employees shall serve a ninety (90) day evaluation period effective the date of promotion. Employees who fail to complete the evaluation period shall have their promotion revoked and returned to a position equal to the one held prior to the promotion where possible. All promoted employees shall receive all rights, privileges, benefits and responsibilities attendant to the position. Employees are not eligible for promotion during the evaluation period without special approval from the City Manager.

4.10.2. Demotion. Demotion of all employees may be accomplished at any time an employee fails to meet performance standards for his/her position. Before demotion, an employee must be informed of and understand the standards by which he/she is being judged. Before demotion, an employee, if possible may be counseled and given sufficient time to correct any existing deficiencies.



4.10.3. Reassignment. Voluntary reassignments may be requested by an employee. Lateral reassignments may be initiated by a Department Director when the best interest of the City is served by such action.

4.10.4. Transfers. To provide maximum opportunity for advancement to all employees and to promote optimum staffing, the City will encourage the transfer of employees between City departments. No acts of discrimination shall result from transfer requests. All employees are eligible to apply for transfers to currently vacant positions and will be given preference over other applicants not currently employed by the City.

4.11. SEPARATIONS / EXIT PROCESS

A Department Director may recommend the termination of an employee for cause and must furnish the City Manager with an explanation for the recommendation of dismissal. The City Manager will make the final determination on the dismissal of an employee.

Resignations. An employee who chooses to resign must submit a resignation in writing to the Department Director at least ten (10) working days before the effective date of the resignation. An employee who gives less than ten (10) working days' notice may forfeit eligibility for rehire and unused annual leave. After approval by the Department Director, the resignation will be forwarded to the City Secretary with any other appropriate documentation.

Exit Process. The exit process consists of the following steps:

- a. Inform your supervisor in writing of intent to separate employment with the City.
- b. Department Director/supervisor will ensure that all issued City property, to include all City identification badges and uniforms is returned.
- c. The Department Director will schedule for the employee a meeting with the City Secretary so the employee can receive information on benefits, etc.
- d. In cases where issued equipment is not returned – the City may recover cost through payroll deduction.
- e. **Exit Briefing** – regardless of the reason for the separation of employment with the City of Shavano Park, the employee is required to complete an exit briefing. The exit briefing will be conducted by the City Secretary. The briefers will complete the *Exit Briefing Form* ([can be found on the City's servers in the shared drive at S:\1 – Employment Forms](#)), which will be shown to the employee. The employee will then complete page two of the *Exit Briefing Form*. After the briefing, the City Secretary will be required to complete a report that outlines the discussions held during the exit briefing.



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The purpose of the exit briefing is to finalize all compensation due to the employee, return city equipment, provide explanation of any continuing benefits, to review time employed and provide the employee the opportunity to provide feedback.



Section 5 – Time and Attendance

5.1. TIME AND ATTENDANCE

Normal working hours for most regular full-time employees, including non-shift employees in the Fire and Police Departments, are Monday through Friday, 8:00 a.m. to 5:00 p.m. with one hour for lunch, for a total of forty (40) hours per work week. Fire Department shift personnel work 24-hour shifts with shift hours from 7:30 a.m. to 7:30 a.m. the following day. Police Department shift personnel work 12-hour shifts with shift hours from 6 a.m. to 6 p.m., and 6 p.m. to 6 a.m. respectively. Public Works / Water Department employees' normal working hours are 8:00 a.m. to 5:00p.m. with additional on-call status periods for non-normal working hours as determined by the Department Director.

Employees shall generally not work in excess of forty (40) hours per work week without the prior approval of a Department Director. Department Directors have authority to slightly modify standard 8:00 a.m. to 5:00 p.m. work day times to accommodate employees.

For time recording purposes, Department Directors are required to log the actual hours worked by each employee within their department. This log will be the basis for processing payroll and compensation for employees. The Department Director or designee validates the number of hours worked by all employees for compensation to be received. Each Department Director or designee is responsible for ensuring that all hours worked and leave time taken are reported in the individual department's records and the employee's personnel file.

Employees are required to be at their place of work in accordance with departmental work schedules. Any employee who fails to report, is habitually tardy, leaves the work place without prior authorization or misuses leave may be subject to disciplinary action. All departments shall maintain attendance records and Department Directors are responsible to submit this documentation to the Finance Office during the payroll period. The Finance Office shall have the responsibility to account for leave accruals and leave utilized by City employees.

5.2. BREAKS

The City allows rest breaks as authorized by an employee's immediate supervisor during the course of each work day to prevent undue fatigue and comply with applicable laws.

Rest Breaks. Full-time employees may, depending on individual departmental work schedules and the discretion of their supervisor, take up to two fifteen minute, paid breaks each day, one during the first part of the work day and the other during the latter part of the work day. Breaks



may not be combined. Time spent on rest breaks will be compensated as hours worked. An employee is expected to be punctual in starting and ending breaks and will be subject to disciplinary action for tardiness.

Meal Periods. Full-time employees (excluding most Police and Fire Department employees) are normally provided a one-hour unpaid meal break near the middle of the workday. Meal periods may be staggered by the Department Director in order to minimize departmental interruption. Supervisors will provide employees with the starting and ending times for their specific meal periods. Employees will be relieved from work responsibilities during unpaid meal breaks. Employees may not extend meal breaks beyond their assigned period.

Break Time for New Mothers. Nursing mothers will be provided with reasonable unpaid break time to express breast milk for up to one year after the birth of a child in accordance with applicable law. If an employee needs time beyond the usual lunch and break times, the employee may use vacation or make up time as approved by supervisor. Employees and supervisors are expected to agree, in advance, upon a break schedule and how the time will be counted or made up. A private room will be provided for nursing mothers to use. Employees who have a private office may use it if they prefer.

Supervisor Responsibility. Supervisors are responsible for scheduling the time for employee rest and lactation breaks and should take into consideration the work load and nature of the job performed. Whenever necessary, the supervisor may change the frequency and length of rest breaks.

Practices Not Permitted. The following practices are not permitted uses of rest breaks:

- combining two daily breaks into one thirty (30) minute rest break;
- "banking" rest period time from day to day;
- saving rest period time to extend lunch periods or shorten the scheduled work day; or
- requesting compensatory time off or overtime pay for work performed during rest period time.

5.3. OFFICIAL HOLIDAYS

The Official Holidays will be approved annually by City Council and be updated in this handbook subsequent to City Council approval. See Attachment B – "Official Holidays. If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.



Ineligibility for Holiday Pay. Non-Police and Fire employees who are absent without authorized leave on the day immediately preceding or following a scheduled holiday will not be paid for the holiday.

Holiday Occurring During Vacation Leave. A holiday that falls within an employee's vacation period will be counted as holiday in lieu of a day of vacation.

Separating Employees. Except in extraordinary situations, separating employees will not be allowed to use a holiday as their final day of employment. Exceptions must be scheduled and authorized in advance by the Department Director.

Other Religious Holidays. Employees may request an approved absence to celebrate a religious holiday that is not a scheduled City holiday. If approved, the employee must charge the time to vacation, compensatory time, or an excused absence without pay.

Holiday Pay During Workers' Compensation Leave. An employee on worker's compensation leave will receive holiday pay.

Fire and Police Holiday Compensation Time. Police Officers and Firefighters who are shift employees (ask your supervisor if you are not sure of your status) accrue 8 hours of Holiday time for City Holidays. This Holiday time can be accrued to a maximum of 168 hours. Any Holiday time accrued below the 168 hour cap can carry over into the next fiscal year. Holiday Compensation time should be used prior to using vacation leave. Holiday Compensation time, when used by a Fire or Police shift employee, counts towards hours worked for the purposes of overtime. This Holiday compensation occurs whether or not the employee was on duty for the Holiday for any reason other than an unauthorized absence. If a Police or Fire employee is absent without authorization during a Holiday, they do not receive the Holiday time accrual.

5.4. OVERTIME AND COMPENSATORY TIME

5.4.1. Overtime. The City's policy is to keep overtime to a minimum. All overtime shall, except in emergencies, have prior written approval by the Department Director. Overtime compensation is paid to all non-exempt employees in accordance with Federal and State wage and hour requirements. Exempt employees are not paid overtime compensation.

Non-exempt. When the City's operating requirements or other needs cannot be met during regular working hours, non-exempt employees may be scheduled to work overtime, at the request of the Department Director. When possible, advance notification of mandatory overtime assignments will be provided. Overtime assignments will be distributed as equitably as practical to all non-exempt employees qualified to perform the required work. Refusal or other failure to work



mandatory overtime may result in disciplinary action up to and including termination of employment. Overtime work is otherwise subject to the same attendance policies as straight time work.

Official City Holidays falling during the normal work week, Monday-Friday, are counted as hours worked towards overtime pay for non-shift employees.- Holiday Compensation Time for Police and Fire shift employees are counted as hours worked towards overtime pay. No other forms of leave besides Jury Duty (page 35) is considered towards overtime pay.

Generally, except for Fire and Police Department shift employees, overtime pay for non-exempt employees is at the rate of 1-1/2 times the employee's regular hourly rate of pay for hours actually worked in excess of 40 in the City's workweek. (The City's workweek begins at 8:00 on Monday and ends at 8:00 the following Monday.) An employee's regular hourly rate includes all pay incentives, such as longevity, assignment pay, etc. Fire personnel are paid overtime based on a work cycle of 27 days and Police personnel are paid overtime based on a work cycle of 14 days under Section 207(k) of the FLSA.

5.4.2. Compensatory time. Compensatory time off (Comp time) may be awarded by the Department Director in lieu of overtime for employees who worked more than forty (40) hours in a work week. Compensatory time is awarded at a rate of one and one-half (1 ½) times the number of hours worked in excess of forty (40) hours. Compensatory time used during the week is taken at a 1:1 ratio. The City discourages the accumulation of compensatory time because of its potential burden to City finances. Compensatory time off may be awarded in all overtime situations for non-exempt employees except in the following situations: after hours call-backs; public emergency; or with the approval of the City Manager. Compensatory time is ideally suited for times when several hours are needed during the working day for personal business which is approved by the Department Director. Compensatory time is not available to exempt employees.

Employees may bank up to 40~~36~~ hours maximum of accrued time.

Payment of Compensatory Time. All employees who are reclassified from a non-exempt position to an exempt position will be paid all accrued comp time upon approval of the reclassification and will cease to be eligible for any additional overtime and /or comp time. Upon leaving employment with the City, a non-exempt employee will be paid for unused comp time at the employee's current hourly rate.

Flex-time Work Schedule. In situations where overtime payment is not feasible due to budgetary constraints, the Department Director or supervisor must consider flexing the employee's work schedule in an effort to minimize the need for overtime compensation. Flexing must be completed



within the same workweek or work cycle that the overtime was worked and must be accurately reflected on the affected employee's time record.

Exempt employees. Exempt employees are not eligible to accrue compensatory time. Exempt employees are those who are not covered by the overtime requirements of the FLSA. Accordingly, exempt employees are not entitled to overtime compensation for work performed beyond 40 hours in a workweek. Exempt employees are expected to put in the hours necessary to complete their assignments with an acceptable level of quality in a timely manner.

5.5. POLICE NIGHT SHIFT DIFFERENTIAL PAY

In addition to base pay, Police Officers shall be entitled to receive shift differential pay in an amount set out in the City Budget per pay period if they are regularly scheduled to work more 80 hours or more for that pay period between the hours of 6:00pm and 6:00am.

If an officer works a full pay period between 6:00pm and 6:00am and is needed to assist with day shift coverage they will continue to receive shift differential for that pay period.

Alternatively, if an officer works a full pay period between a 6:00am and 6:00pm and is needed to assist with night shift coverage they will likewise continue to receive shift differential for that pay period. There will be double payment of night shift differential pay for a full pay period to both the regular night shift officer using approved leave and the regular day shift officer covering for that pay period.

All shift differential hours and pay must be pre-approved by the Police Chief and will be accumulated, recorded and paid in compliance with the approved budget.

5.6. ON-CALL AND CALL-BACK COMPENSATION

The City provides for after-hour service needs by allowing some departmental operations to designate certain non-exempt employees to be on-call. Employees designated to be on-call are expected to respond to departmental after-hour service needs as required by procedures established by their Department.

Return to work provisions. After regularly scheduled working hours, on-call employees are free to pursue personal activities but must respond to a call back (via paging, phone, or radio) within designated guidelines set by their Department. Employees designated as on-call must be fit, both mentally and physically, to accomplish on-call services needed within the time frame required. An employee is considered officially scheduled and designated as on-call only when approved by the supervisor in accordance with procedures established by the Department.



Compensation. On-call status is not considered time worked and is not compensable unless the employee actually responds to a call back. On-call employees called back to the workplace will be compensated for call-back time at a rate of one and one-half (1½) times their base rate. Employees will be compensated only for actual hours worked during a call-back. Employees who have worked a less than forty (40) hours during the work week, will be compensated at their base rate of pay for the call-back time worked. Holiday leave and jury duty leave counts towards the 40 hours worked for 1½ times call-back compensation.

Departmental Policies. Each Department has its own internal procedures for handling on-call services. Departments may establish guidelines for varying levels of response to call-back situations depending upon the nature and importance of the services to be completed.

5.7. EMERGENCY CLOSINGS

Except for extraordinary circumstances, City offices *do not close*. All City employees, whether exempt or nonexempt, are expected to make a sincere effort to report to work during inclement weather conditions or other emergency situations.

If an employee determines that the weather conditions constitute a danger to life and/or property, the employee must notify their Department Director and make arrangements to report to work if weather conditions improve. Any leave taken due to inclement weather can be flexed or charged to vacation or comp time. Regular full-time and part-time nonexempt employees who are unable to flex their time and who have accrued no vacation or compensatory time will not be paid for time missed.

When weather or other conditions are such that the City Manager declares certain City offices/departments officially closed, all affected personnel, i.e., those non-essential employees who were scheduled to work during the time of closure, will be granted “administrative leave” for the time the office/department is closed. Essential personnel required to be on the job regardless of adverse weather or other conditions are designated by the Department Director and/or City Manager. Essential personnel who fail to report to work may be subject to disciplinary action up to and including termination of employment. Employees are required to sign an acknowledgement form that they have received notice of their designation of essential or non-essential status.

5.8. ANNUAL LEAVE

The City of Shavano Park allows full-time employees to accrue and take leave for vacation, illness or other personal matters. This leave accrues monthly following completion of the initial ninety (90) day assessment period. Unused balances may be carried over to the next calendar year up to



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a maximum of 160 hours. Annual leave is paid out at the time of the employee's separation, with up to 160 hours paid. Annual leave hours over 160 hours at the time of separation will not be paid out and must be used or forfeited. 24-hour-shift employees (non-exempt) in the Fire Department may accrue up to 224 hours to carry over to the next calendar year and/or be paid out at time of separation.

The City will not pay unused annual leave hours in cases where an employee fails to provide a two (2) week notice to the City that they are leaving employment. ~~24-hour-shift employees (non-exempt) may carry over to the next calendar year up to 224 hours.~~

In no event shall any employee have more than 160 hours or (224 hours for 24-hour shift employees) annual leave banked at the end of any calendar year.

All full-time regular employees shall accrue annual leave at their regular rate of pay as follows:

ALL FULL-TIME REGULAR EMPLOYEES		
Years of Service	Hours per Pay Period	Total Accumulated Hours per Year
0 – 3 Months	0	--
4 months to less than 1 year	3.08	Varies based upon Hire Date
1 – 4 years (end of year)	3.08	80
5 – 9 years (end of year)	4.62	120
10 years and over	6.16	160

All 24-hour-shift employees (non-exempt) shall accrue annual leave at their regular rate as follows:

ALL 24-HOUR-SHIFT EMPLOYEES		
Years of Service	Hours per Pay Period	Total Accumulated Hours per Year
0 – 3 Months	0	--
4 months to less than 1 year	4.31	Varies based upon Hire Date
1 – 4 years (end of year)	4.31	112
5 – 9 years (end of year)	6.46	168
10 years and over	8.62	224

An employee is allowed up to take up to two (2) calendar weeks of annual leave (including holidays) as a block without approval of the City Manager's Office. Any continuous block of leave over two (2) weeks must be authorized by the City Manager's Office. Official holidays



which occur during an employee's vacation leave will not be charged to the employee's annual leave.

Leave processing will be done in compliance with the following established procedures:

- ~~1.~~ Leave must be requested by using the City's *Leave Request Form*. Forms are available from the Department Director and the ~~Director of Human Resources~~ City Secretary.
- ~~2.~~ 1.
- ~~3.~~ 2. Department Directors may approve/disapprove the annual leave request. If the request is disapproved, the Department Director must specify why on the request form.
- ~~4.~~ 3. If a conflict arises in request for vacation time, Department Director will determine a resolution based upon mission requirements.
- ~~5.~~ 4. After approval by a Department Director, a copy of the leave form will be forwarded to the Finance Office with the bi-weekly time sheet.

City employees whose vacation leave is excess of 80 hours for regular full-time (or 144 hours for non-exempt employees assigned to a 24 hour shift schedule), can opt to donate a portion of their vacation leave to the Sick Leave Pool established by the City under *City Policy No. 12*. For questions on how to contribute or withdrawal from the Sick Leave Pool contact the Director of Human Resources.

5.9. SICK LEAVE

Sick leave is to prevent a loss of income because of a non-job related illness or injury for the employee or to care for another person in their household (including maternity and paternity care) to the extent of the total number of hours the employee has accumulated. Intent is not to use sick leave as vacation time. Sick leave for doctor's appointments should include only time related to the appointment. Employees should attempt to schedule doctor's appointments to minimize absence from work. Pay for each hour of sick leave utilized will be calculated at the employee's straight time hourly rate.

An employee who is scheduled for overtime work and is absent due to illness or injury shall not be entitled to sick pay for that scheduled overtime period. Also, sick leave will not count towards overtime hours worked, an employee must physically work forty (40) hours for the week. Sick leave will not count toward the forty (40) physical hours worked requirement.

Sick leave shall be accrued by a full time employee on the basis of four (4) hours of sick leave per pay period for a total of thirteen (13) days per year. Firefighters shall accrue 5.6 hours sick leave per pay period. If an employee is on leave without pay for more than fifteen (15) cumulative working days in any one month, leave credit is not earned for that month. Sick leave accrual is



capped at 720 hours for non-shift employees. The sick leave accrual cap for shift employees in the Fire and Police Departments is capped at 1008 hours.

Sick leave used during the assessment period requires medical documentation by an attending health care provider. Sick leave resulting in an employee missing work may also require a doctor's note at the Department Director's discretion.

If an employee's accrued sick leave has been exhausted, annual leave will be used as sick leave upon request of the employee. An employee also has the option of withdrawing leave from the Sick Leave Pool established by *City Policy No. 12*. For questions on how to contribute or withdrawal from the Sick Leave Pool contact the Director of Human Resources.

When absence due to illness exceeds the amount of total paid leave earned and authorized, the pay of an employee shall be discontinued until the employee returns to work. (The employee will be placed on unpaid leave after the paid leave runs out.) Sick leave cannot be advanced. Employees who become ill during annual leave may request the annual leave be temporarily terminated and time charged to sick leave, provided a doctor's statement of illness is submitted to the Department Director upon returning. Any sick leave balances remaining at the time of an employee's separation will be forfeited and not paid.

5.10. FAMILY AND MEDICAL LEAVE

The City shall provide authorized leave for family and medical reasons to eligible employees in accordance with the provision of the "Family Medical Leave Act" (FMLA) of 1993 and any subsequent amendments.

Eligibility. In order to be eligible for leave under the FMLA, an employee must:

- Have been employed for at least 12 months at any time by the City of Shavano Park prior to the commencement of the leave (12 months need not be consecutive);
- Have worked for the City at least 1,250 hours during the 12-month period immediately prior to the commencement of the leave; and,
- Have a qualifying condition, as defined in below.
- Temporary employees are **not** eligible for family leave.

Qualifying Condition.

- Birth or placement for adoption or foster care of a child (only within 12 months of the birth or placement);
- The employee's own serious health condition that makes the employee unable to perform the functions of his/her job; or
- A serious health condition of a spouse, child (including step-child), or parent; or



- Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a military member on covered active duty; or
- To care for a covered service member with a serious injury or illness if the employee is the spouse, child, or parent or next of kin of the service member.

Definition of Family Members.

- "*Child*" is a biological, adopted, foster, legal ward, child of a person standing in the place of a parent, or a step-son or -daughter who is under 18 years old or who is over 18 years old and incapable of self-care because of a mental and/or physical disability.
- "*Parent*" is the biological, legal adoptive or stepparent of an employee or an individual who had day-to-day responsibilities to care for and financially supported the employee when he/she was a child. The term does not include parents-in-law.
- "*Spouse*" is a husband or wife as defined by State law, including a common law marriage. Common law spouses must provide the City with an affidavit from each spouse testifying to the marriage relationship.

Serious Health Condition. A serious health condition is an illness, injury, impairment or physical or mental condition that requires either inpatient care or continuing treatment by a health care provider as further described in the FMLA regulations.

Limitations/Restrictions. Leave may be taken on an intermittent or reduced basis for the birth or adoption of a child only if the arrangement is agreed to by the department head. However, leave for serious health conditions – either of an eligible family member of the employee or the employee himself or herself – may be taken intermittently or on a reduced schedule if medically necessary, provided that the other conditions of these policies are met.

Calculation of 12-Month Period. The 12-month period during which an employee may use a maximum of 12 workweeks of this type of leave is measured forward from the date on which the employee's first Family and Medical Leave Act (FMLA) leave begins.

Maximum Duration. The total cumulative maximum period of time which an employee may be absent from work on family leave during any 12-month period is 12 weeks, regardless of whether all or a portion of the leave period is paid or unpaid. An employee will be required to use accrued sick, vacation, and/or other leave on the books at the time that the family leave commences, the employee must exhaust those leave balances before being eligible for unpaid family leave. Duration for eligible employees under military care giver leave is 26 work weeks.

Once the employee's leave balances have been exhausted, the city will then provide enough unpaid family leave to total 12 weeks.



Benefits while on FMLA Leave. During approved FMLA leave the City will continue to pay the City's portion of the employee's health insurance premium regardless of whether the family leave is paid or unpaid. The employee must continue to make any normal contributions to the cost of dependent coverage. Employees are to coordinate with the Human Resource Department for timely payment.

Annual leave, sick leave, and retirement benefits will not accrue during an employee's *unpaid* FMLA leave status. The employee will not receive bereavement leave pay, holiday pay, or jury leave pay during *unpaid* FMLA leave status.

Part-Time/Variable Hour Employees. If an employee works a part-time schedule, the amount of leave to which the employee is entitled is determined on a pro rata or proportional basis, provided that the other requirements for eligibility are met.

Notice. When an eligible FMLA circumstance occurs for an employee, the employee must contact The Human Resources Department and complete a *Request for Family Medical Leave* ([can be found on the City's servers in the shared drive at S:\1 – Employment Forms](#)), with the leave request specifying the first date of absence or expected absence. The HR Department once informed will provide the employee with a "Notice of Eligibly and Rights and Responsibilities" form to direct the employee of any additional requirements. In the case of leave for the birth or placement of a child, an employee must provide at least 30 days' advance notice before the date on which the leave is expected to begin. If the employee is unable to provide 30 days' notice, he or she must provide as much notice as is practicable, usually within one or two business days of the date on which the employee is aware of the need to request leave. In the case of leave for a serious medical condition, if the leave is foreseeable, based on planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to disrupt the city's operations unduly.

City Designation of FMLA

The notice requirement discussed above generated by an employee does not deny the City's ability to notify an employee of their potential eligibility of FMLA and requirements. As such if an employee requests use of accrued leave, and a condition of FMLA exists, then the City may designate the leave as family leave and will notify the employee of additional action needed. Department supervisors are responsible for notifying the HR Department immediately when an employee is away from work for a family and medical leave qualifying event.

Certification of Condition. An employee requesting a paid or unpaid family leave of absence for extended illness or temporary disability will be expected to provide the supplied "Certification of Health Care Provider for Employee's Serious Health Condition", or



“Certification of Health Care Provider for Family Members’ Serious Health Condition” and any additional documentation required. The City may request re-certification during an employee’s approved FMLA leave, as appropriate for the particular leave situation. An employee is responsible for communicating with the City regarding his/her leave and provide medical status reports or information on re-certification if necessary.

Second, Third Opinions. If the City has reason to doubt the validity of a medical certification provided by an employee’s health care provider, the City may require the employee to obtain a second opinion at the City’s expense from a health care provider chosen by the City. If the first and second opinions differ, a third opinion from a health care provider chosen jointly by the City and the employee may be requested at the City’s expense. The third opinion is final and binding.

Request for Leave without Pay Immediately Following Family and Medical Leave. If an employee requests additional unpaid leave beyond the 12-week maximum allowable under the family and medical leave provisions of these policies, any extension granted will be under the terms set out in the section 5.17 and 5.18 of the Employee Handbook. Employees should read the referenced section carefully and understand the differences between these two types of leaves before requesting an extension.

Documentation. All documentation regarding family leave will be filed in the employee’s medical file, which is maintained separate from the personnel files, and is accessible to a limited number of persons, and only on a "need-to-know" basis.

Contact with City. During approved FMLA leave, the City may require an employee to periodically report to the HR Department about the employee’s status and intent to return to work.

Return to Work/Assurances. After completion of an approved family leave period, an employee will be returned either to the same position he or she held before the leave began or to a position equivalent to the previously held position in pay, benefits, and other terms and conditions of employment. This policy may be modified for "key employees" as defined below.

Key Employee Exemption. A “key employee” is a salaried employee (exempt from the minimum wage and overtime requirements of the Federal Labor Standards Act as an executive, administrative or professional employee) who is among the highest paid 10 percent of all the City of Shavano Park’s employees. The determination whether an employee is among the highest paid 10 percent of the City’s employees is determined from the time the employee first gives notice of the need for leave. Where restoration of a key employee to his/her position at the end of his/her leave will cause substantial and grievous economic injury to the City’s operations, the



City may refuse to reinstate a key employee. The employee will be notified in writing of his/her status when they request leave under FMLA.

Employee Status After Leave. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one that is virtually identical in terms of pay, benefits and working conditions. The City Manager also has the option to extend the employee's designated FMLA leave as necessary. Furthermore, this policy will be administered consistently with the City's obligations under FMLA and ADAAA, including considering an extended leave as a reasonable accommodation, without an undue hardship to City, as determined by the City Manager.

5.11. MILITARY LEAVE

The City complies with all State and Federal laws relating to employees in reserve or active military service and does not discriminate against employees who serve in the military. Temporary employees with the City are generally ineligible for extended paid military leave in excess of 15 days, reemployment rights, or any other military leave benefits under this policy.

This policy covers employees who serve in the uniformed services in a voluntary or involuntary basis, including active duty, active duty for training, initial active duty for training, inactive duty training, and full-time National Guard duty.

Notice to City of Need for Leave. Employees must provide as much advance written or verbal notice to the City as possible for all military duty (unless giving notice is impossible, unreasonable, or precluded by military necessity). Absent unusual circumstances, such notice must be given to the City no later than 24 hours after the employee receives the military orders. To be eligible for paid military leave, employees must complete and submit a *Request for Leave/Absence Form* ([can be found on the City's servers in the shared drive at S:\1 – Employment Forms](#)) along with the official documents setting forth the purpose of the leave and, if known, its duration. The *Request for Leave/Absence Form* must be turned into the Department Director and the City Secretary as far in advance of the leave as possible.

5.11.1. Paid and Unpaid Leave for Training and Duty. Employees will be paid for military absences of up to a maximum of 15 work days per fiscal year. Shift employees will be transitioned to a 40 hour work week during military absences. This leave may be used when an employee is engaged in National Guard or U.S. armed forces reserve training or active military duty ordered or approved by proper military authority. The paid leave days may be consecutive or scattered throughout the year.



Other Paid Leave. Employees who have exhausted all available paid military leave may, at their option, use any other available paid leave time (i.e., vacation leave, holiday leave and compensatory time) to cover their absence from work.

Unpaid Leave. After an employee has exhausted all available paid military leave (including any other paid leave time that the employee chooses to use to cover a military absence), the employee will be placed on leave without pay.

5.11.2. Benefits. The City will continue to provide employees on paid military leave with most City benefits.

Medical and Dental. While an employee is on paid military leave (or any military leave of less than 31 days), the City will continue to pay its portion of the monthly premium for group health benefits. When military leave is unpaid, the employee may elect to continue group health coverage for up to 24 months following separation of employment or until the employee's reemployment rights expire, whichever event occurs first, for the employee and eligible dependents.

Upon an employee's return to employment following military service, the City will provide health insurance coverage immediately. In addition, a returning employee will not be subjected to exclusions from coverage unless the exclusions apply to injuries or conditions that were incurred as a result of military service.

Other Benefits. While on paid military leave, employees continue to accrue vacation, sick leave and other benefits provided to other employees on paid leave. The City will also continue to pay the premium for any City-provided life insurance while the employee is on paid military leave. While on unpaid military leave, employees are generally ineligible for most City-provided benefits. Benefits, such as vacation and sick leave, do not accrue while an employee is on unpaid leave, including unpaid military leave. While on unpaid military leave, benefit accruals will be suspended and will resume upon the employee's return to active employment. Once an employee returns to work following an unpaid leave, the employee will be treated as though continuously employed for purposes of determining benefits based on length of service, such as vacation accrual and longevity pay.

TMRS. Typically, an employee's period of uniformed service is deemed to constitute service for purposes of vesting and benefit accrual. Thus, employees earn service credit for time spent on active duty military leave. Service time is credited when an employee returns to work. To qualify for service credit, an employee must: return to work for the City within 90 days after discharge; receive an honorable discharge; and timely complete the necessary application. In order to receive monetary credit, an employee has the lesser of 5 years or 3 times the length of



the military service to make up any TMRS contributions that were missed while on military leave.

5.11.3. Returning from Leave. A person returning from service must report back to work or apply for reemployment within the time constraints prescribed by USERRA. The City shall re-employ a returning veteran according to the provisions of USERRA.

Deadline to Notify City of Intent to Return to Work. The deadline for an employee to return to work and/or notify the City that the employee intends to return to work following military leave depends upon how long the employee's military service lasted:

- a) For service of less than 31 days, employees have 8 hours following their release from service to report for their next scheduled work period
- b) For service between 31 days and 180 days, employees have 14 days following their release from service to apply for reemployment.
- c) For service of more than 180 days, employees have 90 days following their release from service to apply for reemployment.

These deadlines may be extended for 2 years or more when an employee suffers service-related injuries that prevent the employee from applying for reemployment or when circumstances beyond the employee's control make reporting within the time limits impossible or unreasonable.

Required Documentation. To qualify to return to work, an employee returning from leave must provide documentation of the length and character of his/her military service. Also, evidence of discharge or release under honorable conditions must be submitted to the City if the military leave lasted more than 31 calendar days.

5.12. ADMINISTRATIVE LEAVE

Department Directors may grant administrative leave with pay and actual expenses to attend professional conferences, conventions or short schools in the interest of the City as approved by the City Manager. Employees on such leave must comply with the City's Travel Policy found in Section 6. Administrative leave will count towards an employee's physical hours worked for the week.

5.13. JURY DUTY



Employees will be excused from work for required court duty as a juror or witness and be paid at the employee's full base rate (up to a maximum of 2 weeks of jury duty per year). Jury duty will not be charged against an employee's personal or sick leave time. Jury duty leave will count towards overtime.

In order to qualify for jury duty leave, you must report for work on any day, or part of a day (that falls in the regularly scheduled work week) when the court excuses you. Check with your supervisor by telephone when in doubt whether you should return for the balance of your shift.

The employee must provide a copy of the court summons to their supervisor promptly so scheduled arrangements can be made. You should keep your supervisor regularly informed of when you expect to return to work. When your jury duty is complete, provide your supervisor a copy of the statement from the bailiff regarding the number of hours or days you served.

5.14. BEREAVEMENT LEAVE

All full-time employees who have completed their assessment period may be granted funeral leave for a period not to exceed three (3) working days per occurrence. Any additional time off is unpaid or the employee may use accrued vacation time. The City Manager shall have the discretion to grant funeral leave to employees who have not completed the assessment period. For the purpose of authorizing bereavement leave "family" is defined as current spouse, child, parent, brother, sister, grandparent, grandchild, by blood or marriage; or anyone living in the same household as the employee.

An employee may be required to provide proof of death/funeral/family relationship in support of bereavement leave. Bereavement leave pay is paid at the employee's base rate at the time of absence. It does not include overtime or any special forms of compensation. Paid time off for bereavement leave is not counted as hours worked for purposes of determining overtime.

Employees who wish to take bereavement leave must notify their supervisor immediately. Employees who wish to attend funerals for other than those defined in this policy must use vacation, compensatory time, or unpaid leave.

5.15. VOTING LEAVE

Employees are encouraged to exercise their right to vote in elections. Employees will be permitted a reasonable time to vote during the working hours by their Department Director. Employees must report back to their supervisor after voting. Employees shall take advantage of early voting opportunities, especially when City Hall is an early voting location.



5.16. DISCRETIONARY LEAVE

The City Manager may approve discretionary leave for exempt employees who may perform official duties outside the normal work schedule. Discretionary leave may not be provided on an hour-for-hour basis. No more than thirty (30) hours of discretionary leave may be accumulated and this leave must be used within forty-five (45) days of approval.

5.17. UNPAID LEAVE

The granting of unpaid leave is subject to the approval of the Department Director and/or the City Manager. A written request must be submitted for unpaid leave consideration. If unpaid leave is awarded and exceeds two (2) weeks in any month, service credit for all employment privileges will cease until the employee returns from leave. Employees on unpaid leave for a period exceeding fifteen (15) consecutive work days will be responsible for the cost of their total monthly premium of the group insurance. Unpaid leave will only be awarded if an employee has exhausted all other forms of leave.

If an employee fails to return to work on the date specified in the request for unpaid leave, the employee will be considered to have resigned effective the specified return date. An employee on unpaid leave cannot accrue or use sick or annual leave and will not be paid for holidays which may fall during the leave.

5.18. LEAVE OF ABSENCE

Regular full-time employees may be granted a leave of absence for illness, disability, educational purposes, military duty, or for any legitimate purpose. Employees must justify to the Department Director why they are requesting a leave of absence. Leaves of thirty (30) work days or less may be approved by the Department Director. Leaves of more than thirty (30) work days must be approved by the Department Director and the City Manager. Extensions may be granted by the City Manager.

5.19. ABSENCE WITHOUT AUTHORIZATION

Employees who are absent without receiving approval will be considered absent without authorization. Employees who are absent without authorization are subject to disciplinary action up to and including termination.

Unauthorized absence from work for a period of 2 consecutive work days will be considered by the City Manager as a resignation.



Section 6 – Employee Policies

6.1. CITY PROPERTY / EQUIPMENT USE POLICY

The City provides employees with adequate tools, equipment, vehicles and facilities for the job being performed, and the City requires all employees to observe safe work practices and lawful, careful and courteous operation of vehicles and equipment. Any City-provided safety equipment must be used at all times appropriate to its use.

From time to time, the City may issue various equipment or other property to employees, e.g., credit cards, keys, tools, security passes, manuals, written materials, telephone cards, uniforms, cellular telephones, computers, and computer-related equipment. Employees are responsible for items issued to them by the City, as well as for items otherwise in their possession or control or used by them in the performance of their duties. Before an employee separates from the City the employee must return all City property to their supervisor. Failure to do so is considered theft of public property.

Employees must notify their supervisor immediately if any vehicle, equipment, machinery, tools, etc. appears to be damaged or defective, or are in need of repair. The appropriate supervisor can answer questions about an employee's responsibility for maintenance and care of equipment used on the job. The improper, careless, negligent, destructive, unauthorized, or unsafe use or operation of equipment will likely result in disciplinary action.

Personal Use Prohibited. City property, materials, supplies, tools, equipment or vehicles may not be removed from the premises or used for personal business.

Take Home Vehicles. A City vehicle may be assigned to a position or employee when the employee is required to report directly to an incident or scene and/or it is more economical than payment of a car allowance or mileage reimbursement. To be eligible for assignment of a take-home vehicle, an employee must be subject to emergency call back during off duty hours to locations other than the employee's normal work station. No personal use of a take-home vehicle is permitted except to commute to and from home or work. A City vehicle is not to be used for personal business such as going to the bank, grocery store, etc. without prior written approval of the City Manager or Department Director. *No alcoholic beverages are allowed in City vehicles.* No passengers may be transported in take-home vehicles except as required by official duties.

The City's vehicles are classified as either "exempt" or "non-exempt" as prescribed by law. Employees to whom a "non-exempt" vehicle is assigned for take-home will likely incur a Federal income tax liability for the fringe benefit of commuting to and from work. Most pickups, vans



and automobiles are classified as "non-exempt" vehicles. Police and fire vehicles used by employees on call 24-hours are normally exempt from the fringe benefit tax liability.

Use of City Vehicles. City-owned or leased vehicles may be used only for official City business. City owned or leased vehicles may only be driven by authorized City employees. If an employee drives a personal vehicle, or a City-owned, rented or leased vehicle on the job or while carrying out City-related business, the employee must comply with the following:

- Drivers must have a valid State of Texas driver's license appropriate for the vehicle operated, must maintain a satisfactory driving record, and must inform their supervisor of any change in status.
- Always observe all posted laws and speed limits.
- Always wear seat belts when the vehicle is in operation.
- No passengers other than City employees or others on City business may ride in a City vehicle unless otherwise approved in advance by the Department Director.
- No personal use of City-provided vehicles is allowed without the prior, specific approval of the Department Director.
- All maintenance and use records for City vehicles must be completed as directed by the employee's supervisor.
- Report any broken, missing, or worn parts, tires, etc., or any needed maintenance of City vehicles to the appropriate supervisor immediately.
- All drivers must be eligible for coverage under the City's insurance policy.
- All drivers must maintain current vehicle registration.
- At no time may an employee under the influence of alcohol or a presence in the system of illegal drugs drive a city vehicle or a personal vehicle while conducting city business.
- Employees involved in an accident while operating a city vehicle, or while operating a personal vehicle on city business, must immediately notify the proper law enforcement agency (if applicable) and the appropriate supervisor, department director, and/or city manager. Accident reports, along with any law enforcement report, must be filed by the employee with the department director and the city secretary.

The City may, at any time, check the driving record of a City employee who drives as part of the job duties to determine that the necessary qualifications are maintained as a City driver. Employees must cooperate in giving the City whatever authorization is required for this purpose.

The above is not a complete and exhaustive list of vehicle use policies. Violations of any of the specific items listed, as well as the improper, careless, negligent, destructive, unauthorized, or unsafe use or operation of a vehicle, may result in loss of driving privilege or disciplinary action.



Personal Property. All employees shall be solely responsible for their personal property at all times

6.2. EMPLOYEE SAFETY / ACCIDENT REPORTING POLICY

The City is interested in all employees' safety and well-being. Accordingly, the City has developed safety rules and regulations. Each employee is required to obey safety rules and to exercise caution in all work activities. From time to time employees will be updated and review safety procedures in an effort to increase awareness of the importance of safety on the job. Employees can prevent accidents and injuries by obeying the safety rules of your job, by remaining alert, and by THINKING SAFETY at all times. If an employee sees something that the employee believes is an unsafe act or an unsafe condition, the employee should immediately report it to a supervisor or to management.

The following safety rules apply at all times, and some specific job descriptions and/or departments may contain additional operational safety guidelines. Each employee must be familiar with such rules, and comply with them at all times.

- Use prescribed protective equipment such as eye protection, hearing protection, hard hats, safety shoes, gloves, shields, etc. when those items are appropriate to the task being performed.
- Walk, do not run. Wipe spills and pick up fallen objects and debris. Keep floor surfaces clear of hazards and other obstacles, electric cords, etc. For your comfort and safety, wear shoes with non-slip soles, in good condition and with enclosed toes. Do not wear sandals, sneakers, moccasins or tennis shoes on any job site where feet could be injured.
- To avoid back injuries, use correct lifting methods. Get someone to help you with heavy (or difficult to handle) items.
- Be aware of sharp tools. Use safety devices where provided, and do not alter or remove them in any way. Report hazards to management immediately.
- **Material Safety Data Sheets (MSDS Sheets)** - You will be shown the location of the City's Material Safety Data Sheets by your Department Director. MSDS sheets provide valuable information about various chemicals and other agents that you may encounter in your work. They will explain possible reactions to exposure, and steps you should take if it occurs. Review this information from time to time.
- **Fire** - Be alert for causes and report smoke, heat or unusual odors immediately. Alert other people in the area to the possibility of danger in order to evacuate, if necessary. Verify the location and call 9-1-1. Use proper portable extinguishers for small fires.
- Do not put fingers, hands, feet or clothing in moving machinery.
- Do not carry items in a manner that obscures your vision.
- Do not block access to fire extinguishers.



- Do not touch open or loose electrical circuits.
- Report unusual vibrations, smells, or noises coming from equipment.
- Do not wear rings or jewelry while operating machinery.
- Do not perform maintenance or repairs on running equipment.
- Do not remove or alter warning tags or safety devices.
- Never leave nails or spikes protruding from planks or boards.
- Perform routine maintenance at all scheduled intervals.
- Do not use compressed air for cleaning clothing or floors.

Accident Reporting. All accidents and injuries, however slight or seemingly inconsequential, **must immediately be reported** to employee supervisor or the City Secretary. Supervisor must complete the *Employer's First Report of Injury or Illness Form (DWC-1)* (can be found on the City's servers in the shared drive at S:\1 – Employment Forms) to report the incident. Failure to report any accident or injury within 24 hours of its occurrence may lead to disciplinary action, up to and including termination of employment. Such reports are necessary so that the City can remain in compliance with applicable laws and begin workers' compensation benefit procedures where appropriate.

Employees who violate these safety standards, or departmental safety standards, who cause or exacerbate hazardous or dangerous situations, or who fail to report or, where appropriate, correct such situations, will likely be subject to immediate disciplinary action, up to and including termination of employment.

6.3. RETURN TO WORK / MODIFIED DUTY POLICY

The City of Shavano Park has a Return-To-Work / Modified Duty program applicable to all full-time employees. After medical treatment, if the employee is unable to return to work the next day, the employee should request a written statement of any restrictions he/she may have in performing their tasks and an expected return-to-work date from the physician. The employee is required to provide this information to his or her Department Director/Supervisor as soon as possible.

The City may modify duty assignments available to ill or injured employees who are unable to perform their regular job duties. The decision to offer an employee a modified duty assignment is made in the City's sole discretion. A modified duty assignment may be in the employee's own or another department in the City. Factors considered by the City in making its decision include, but are not limited to: the nature of the employee's illness or injury; the medical release provided in support of modified duty; the risk that a modified duty assignment may result in aggravation of the employee's injury or illness; the type of modified duty work available; the length of the employee's employment with the City; the employee's performance and disciplinary history; and



whether the illness or injury occurred on or off duty. In making modified duty assignments, the City will normally give priority to employees whose injury or illness is work-related.

Employees who are released for and given a modified duty assignment may not perform work duties in violation of their medical release. An employee, who violates the terms of the medical release while on a modified duty assignment may lose the modified duty assignment and, in addition, may be disciplined up to and including termination of employment.

Modified duty will not normally extend beyond seven (7) calendar days without an evaluation by the employee's treating physician and a recommendation from the Department Director and Human Resources to the City Manager. Only the City Manager may approve an extension of a modified duty assignment. Employees still unable to return to regular duty within the time limit established for modified duty must re-qualify for modified duty through evaluation by their treating physician or revert to workers' compensation indemnity payment, accumulated sick leave, or vacation benefits, if available.

An employee who is released for and offered modified duty by the City, but who elects not to accept such an assignment, will be ineligible for paid sick leave benefits under the City's Sick Leave policy and salary continuation benefits under workers' compensation, but may still be entitled to unpaid leave under the City's policies.

During a modified duty assignment, employees will typically work an 8-hour workday, Monday through Friday. This means that 24-hour shift employees, as well as other employees who work a non-traditional schedule, will usually be temporarily reassigned to an 8-hour workday, Monday through Friday, for the duration of their modified duty assignment.

An employee's salary during any modified duty assignment shall be at the same rate as the salary received prior to the injury.

All modified duty requests and assignments will be reviewed by and coordinated through Human Resources. Human Resources will work with the employee's department in making its decision whether modified duty work will be offered. Before returning to regular job duties following a modified duty assignment, the employee must provide a full release from the physician to return to work and coordinate the return through Human Resources.

6.4. DRESS, APPEARANCE AND UNIFORM POLICY

Employees must, at all times, dress appropriately and professionally and present a clean and neat appearance while at work and while representing the City or conducting City business. The City allows business casual dress in the work place year-round, in accordance with this policy.



Department Directors are strongly encouraged to allow their employees to participate in business casual dress, as practical. Department Directors and supervisors are responsible for enforcing this policy in their respective departments in order to maintain acceptable dress and appearance.

Professional business attire or a required uniform is to be worn when there is a need to present a more formal professional appearance for meetings or special events. Employees must remember that they are professionals 100% of the time and are dressing for business, not for pleasure. Attire must always reflect a professional business attitude and presence. Police and Fire Department employees may be covered under Departmental policies regarding appropriate dress and appearance.

The following are inappropriate:

- provocative or revealing, low cut attire including body-hugging, see-through, or excessively tight fabrics;
- bare shoulders or tank tops;
- clothing with unclear or obscene messages or that endorses alcohol, tobacco products, drugs, pornography, or offensive material of any kind;
- wrinkled, ripped and tattered clothing;
- visible tattoos; except wedding band tattoo on the left ring finger which symbolizes marriage as long as it can be covered by a traditional wedding band ring
- nose rings/studs, eyebrow rings/studs; tongue studs or similar type facial jewelry.
- visible brandings

Hair. Hair styles and hair colors must be appropriate to the employee's position and extremes of any type are unacceptable. For example, green hair, mohawk style haircuts, and severely spiked hair are not allowed. Hair, including facial hair, must be clean and neatly groomed at all times.

Uniforms. The City supplies many Fire, Police, and Public Works personnel with appropriate uniforms. Employees in jobs that require a uniform will be told how and where the uniforms can be obtained by their department supervisor. The City will provide replacement uniforms as necessary. Uniforms must be clean and neat. City-owned or authorized uniforms may not be used outside of work, for personal use or by any third party. City uniforms may be used by City employees in connection with outside employment only with the Department Director's prior written authorization.

Employees who are provided with uniforms are required to wear their uniforms when on duty and keep them in good, clean and serviceable condition. No part of the uniform shall be worn by itself. An employee must wear the entire uniform when on duty. No part of the uniform shall be worn when off duty, except to and from work and City related events.



When an employee leaves City employment, uniforms and any other City equipment which the employee possesses must be returned in good condition before final pay will be authorized. The cost of lost or damaged City property and unreturned uniforms will be deducted from the employee's final pay check.

Enforcement. In all cases, the City will make the determination as to acceptable dress, appearance and grooming. Employees should direct questions about appropriate appearance or dress to your supervisor, Department Director, and/or the City Secretary.

Employees in violation of this policy may be sent home. Under such circumstances, nonexempt employees will not be paid for work time missed, and exempt employees will be required to make up the work time missed. Employees whose grooming or personal appearance violates this policy may be disciplined, up to and including termination of employment.

6.5. SMOKE-FREE WORKPLACE POLICY

Smoking is prohibited **at any time** in City facilities, in City vehicles, while using City equipment, and as otherwise directed by your supervisor.

Smoking means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarettes, pipe or any other lighted or heated tobacco or plant product intended for inhalation, in any manner or in any form. This includes e-cigarettes or other devices that deliver Nicotine.

6.6. DRUG AND ALCOHOL USE POLICY

The City desires to provide an alcohol and drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory and safe manner.

Prohibition Against Alcohol and Illegal and Unauthorized Drugs. While on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment, no employee may use, possess, distribute, sell, or be under the influence of alcohol (except under the limited circumstances described below), inhalants, illegal drugs, including drugs which are legally obtainable but which were not legally obtained, and prescribed or over-the-counter drugs which are not being used as prescribed or as intended by the manufacturer.

The use of alcohol by a City employee during a business lunch is prohibited. Further, an employee on duty or conducting City business, including City-related business entertainment, may not drive



his or her own personal vehicle while under the influence of alcohol. No employee in his or her work-related capacity should ever be impaired because of the excessive use of alcohol. Absent specific approval by the City Manager, City employees may not bring alcoholic beverages on City premises, including parking lots adjacent to City work areas, and may not store or transport alcohol in a City-owned or leased vehicle.

Prohibition Against Illegal and Unauthorized Drug-Related Paraphernalia. This policy also prohibits the use, possession, distribution and sale of drug-related paraphernalia while on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment. Drug-related paraphernalia includes material and/or equipment designed for use in testing, packaging, storing, injecting, ingesting, inhaling or otherwise introducing illegal or unauthorized drugs into the body.

Permissive Use of Prescribed and Over-The-Counter Drugs. The legal use of prescribed and over-the-counter drugs is permitted while on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment only if it does not impair an employee's ability to perform the essential functions of the job (or operate the vehicle, property or other equipment) effectively and in a safe manner that does not endanger the employee, citizens or other individuals in the workplace. Examples of impairment include, but are not limited to, drowsiness, dizziness, confusion, or feeling shaky.

Police and Fire Department Employees. Certain City Police and Fire Department employees may be required to be in possession of alcohol and/or drugs in carrying out their job duties. Such employees will be exempted from certain portions of this policy under certain limited conditions. Additional guidelines may be established by Police Department operating procedures.

Mandatory Disclosure by Employees. Employees taking prescription medication and/or over-the-counter medication must report such use to either their Department Head or to the City Manager if there is a reasonable likelihood the medication will impair the employee's ability to perform the essential functions of his or her job (or operate a vehicle, property or other equipment, if applicable) effectively and in a safe manner that does not endanger the employee, citizens or other individuals in the workplace. Examples of impairment include, but are not limited to, slurred speech, drowsiness, dizziness, confusion, or feeling shaky.

On-Call Employees. Employees scheduled to be on call are expected to be fit for duty upon reporting to work. Any employee scheduled to be on call, and is called out, is governed by this policy. Sometimes, an employee who is not scheduled to be on call may nevertheless be called out. If this or any other situation occurs where the employee called out is under the influence of



alcohol or has a presence in the system of drugs, such that reporting to work would result in a violation of this policy, the employee must so advise the appropriate supervisor on duty. The employee will not be required to report to work.

Mandatory Reporting of Arrests and Convictions. Employees must notify their immediate supervisor and the Department Director, in writing, of any alcohol or drug-related arrest and/or convictions (including a plea of no contest) or deferred adjudication, for a violation occurring off duty and/or in the workplace no later than twenty-four (24) hours after the arrest and/or conviction.

Off-Duty Conduct. The City may take disciplinary action, up to and including termination of employment, if an employee's off-duty use of or involvement with drugs or alcohol is damaging to the City's reputation or business, is inconsistent with the employee's job duties, or when such off-duty use or involvement adversely affects the employee's job performance. Any employee reporting to work under the influence of illegal drugs or alcohol (.02 blood alcohol level or higher) may be disciplined, up to and including termination.

Rehabilitation/Treatment.

1. The City desires to assist employees who voluntarily request assistance with alcohol or drug dependency. For City support and assistance, however, an employee must acknowledge the problem and seek and accept counseling and/or rehabilitation before it impairs job performance and/or jeopardizes the employee's employment. Employees should contact either their Department Director or the Director of Human Resources when requesting support and assistance.
2. Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take a leave of absence to participate in a rehabilitation or treatment program. (An employee may not enroll in a rehabilitation or treatment program in lieu of disciplinary action.) The leave of absence may be granted in the City's sole discretion. Factors considered by the City in deciding whether to grant leave include: the length of the employee's employment with the City; the employee's prior work and disciplinary history; the employee's agreement to abstain from the use of the problem substance and follow all other requirements of the rehabilitation/treatment program; the reputation of the program and the likelihood of a successful outcome; the employee's compliance with City policies, rules, and prohibitions relating to conduct in the workplace; and the resulting hardship on the City due to the employee's absence. Unless otherwise required by law, it is the City's policy to grant such a leave of absence only once during the course of an employee's employment with the City.
3. The cost of any rehabilitation or treatment may be covered under the City's group health insurance policy. In any case, the employee is responsible for all costs associated with any



rehabilitation or treatment program.

4. During time off for a City-approved rehabilitation or treatment program, the employee must use any available vacation leave, sick leave, compensatory time off, or other accrued paid leave time.
5. If the employee successfully completes the prescribed rehabilitation or treatment, the City will make reasonable efforts to return the employee to the prior position or one of similar pay and status. However, employment with the City following a City-approved leave for rehabilitation or treatment is conditioned on the following:
 - Initial negative test for drugs and/or alcohol before returning to work;
 - A written release to return to work from the City-approved rehabilitation or treatment facility/program;
 - Periodic and timely confirmation of the employee's on-going cooperation and successful participation in any follow-up or ongoing counseling, testing, or other treatment required in connection with the City-approved rehabilitation or treatment program, if applicable;

The employee must sign a formal written agreement to abide by the above conditions, as well as any other conditions deemed appropriate by the Director of Human Resources. The employee must meet with the Director of Human Resources to discuss the terms of continued employment and sign a formal agreement before returning to work.

Policy Violations. Violations of this policy will generally lead to disciplinary action, up to and including immediate termination of employment and/or required participation in a substance abuse rehabilitation or treatment program. The Police and Fire Departments may have stricter disciplinary rules regarding violation of this policy. Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their supervisor or the Director of Human Resources to receive assistance or referrals to appropriate resources in the community.

TESTING

Types of Tests. Testing may include one or more of the following: urinalysis, hair testing, breathalyzer, intoxilyzer, blood, or other generally-accepted testing procedure.

Testing of Applicants. All applicants to whom a conditional offer of employment has been made will be required to submit to testing for alcohol and illegal and unauthorized drugs. A positive test result, refusal to test, or attempts to alter or tamper with a sample or any other part of the test, will render the applicant ineligible for consideration of employment or future employment with the City.



Testing of Employees.

1. Employees may be tested for alcohol and/or illegal and unauthorized drugs after a workplace injury or accident or “near miss,” when reasonable suspicion exists, or in connection with any required treatment or rehabilitation.
2. Police and Fire Department employees are also subject to any applicable Departmental rules and regulations regarding illegal and unauthorized drug and alcohol testing.
3. For purposes of this policy, reasonable suspicion is a belief based on articulable observations (e.g., observation of alcohol or drug use, apparent physical state of impairment, incoherent mental state, changes in personal behavior that are otherwise unexplainable, deteriorating work performance that is not attributable to other factors, a work-related accident or injury, evidence of possession of substances or objects which appear to be illegal or unauthorized drugs or drug paraphernalia) sufficient to lead a supervisor to suspect that the employee is under the influence of illegal or unauthorized drugs or alcohol. Supervisors who refer an employee for reasonable suspicion testing must document the specific factors that support reasonable suspicion testing (e.g., the who, what, when, where of the employee’s behavior and other symptoms, statements from other employees or third parties, and other evidence supporting the reasonable suspicion testing).
4. Tests will be paid for by the City. To the extent possible, testing will normally be done during the employee’s normal work time.
5. Any employee who refuses to be tested, or who attempts to alter or tamper with a sample or any other part of the testing process, will be subject to disciplinary action up to and including termination.
6. A positive test result is a violation of the City’s Drug and Alcohol Use Policy and may result in disciplinary action up to and including termination of employment. Any employee who is terminated for violation of the City’s Drug and Alcohol Use Policy is ineligible for future employment with the City.

Testing Procedures.

1. All testing must normally be authorized in advance by both the employee’s Department Director and the Director of Human Resources. If the Department Director is unavailable within a reasonable period of time, the Director of Human Resources may, with sole discretion, authorize the testing of an employee. If the Director of Human Resources is unavailable within a reasonable period of time, the Department Director may, with sole discretion, authorize the testing of an employee. For reasonable suspicion testing, testing may not be authorized without the supervisor’s documentation of the articulable factors which led the supervisor to suspect that the employee is



under the influence of illegal or unauthorized drugs or alcohol. Testing should be arranged as soon as possible after the supervisor's articulable observations.

2. If an employee's conduct resulted in a work place accident, injury or "near miss," or reasonable suspicion exists to believe that the employee has violated the City's Drug and Alcohol Use Policy, the employee will be provided with transportation to the testing facility. A supervisor or other designated City representative may be required to stay with the employee during the testing process. The City may, in its discretion, reassign the employee or put the employee on administrative leave until the test results are received. The City will make arrangements to have the employee transported home after the testing.

3. All substance abuse testing will be performed by an approved laboratory or healthcare provider chosen by the City. All positive test results will be subject to confirmation testing.

4. Test results will be maintained in a confidential file separate and apart from the employee's personnel file. Any medical-related information will be confidential and accessible only by the City Secretary; supervisors and managers on a need to know basis, including those who have a need to know about necessary restrictions on the work or duties of an employee and any necessary accommodation; first aid and safety personnel when appropriate; government officials; insurance companies as may be necessary to provide health or life insurance to employees; by court order or as otherwise legally mandated; and as necessary to protect the interests of the City.

6.7. WEAPONS CONTROL AND VIOLENCE PREVENTION POLICY

The City strives to provide a safe and secure working environment for its employees. This policy is designed to help prevent incidents of violence from occurring in the workplace and to provide for the appropriate response when and if such incidents do occur.

Prohibited Conduct. This policy prohibits violence of any sort, including verbal and physical abuse, threats, stalking, harassment, horseplay, and any unwelcome physical touching (sexual or otherwise). This misconduct towards any fellow employee, whether the misconduct occurs on-duty or off-duty, is prohibited. The City has a zero tolerance policy for this type of misconduct.

Weapons Banned. Unless specifically authorized by the City Manager, no employee, other than a City licensed peace officer, shall carry or possess a firearm or other weapon on City property. Employees are also prohibited from carrying a weapon while on duty or at any time while engaging in City-related business. Prohibited weapons include firearms, clubs, explosive devices, and knives with blades exceeding 5 ½ inches. Employees do not have an expectation of privacy and the City retains the right to search for firearms or other weapons on City property, including employee vehicles parked on City property. Employees may have a legal weapon only on the City



parking lot if it is locked in the employee's vehicle. Employees with a handgun carry license must report they are licensed to carry to their Department Director.

Additional policies for off-duty firearm carry by Police Officers will be established by the Police Department.

Duty to Warn. Each City employee must immediately notify his/her supervisor, Department Director, the City Secretary and /or the Police Department of any act of violence or of any threat involving a City employee that the employee has witnessed, received, or has been told that another person has witnessed or received. Even without an actual threat, each City employee must also report any behavior that the employee regards as threatening or violent when that behavior is job-related or might be carried out on City property, a City-controlled site or City job site, or when that behavior is in any manner connected to City employment or activity. Each employee is responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person or persons threatened or the target of the threatening behavior. A supervisor who is made aware of such a threat or other conduct must immediately notify his/her Department Director and the City Secretary.

Protective Orders. Employees who apply for or obtain a protective or restraining order which lists City locations as being protected areas must immediately provide to the City Secretary and the City's Police Department a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent. City employees must immediately advise their Department Director and the City Secretary of any protective or restraining order issued against them.

Confidentiality. To the extent possible, while accomplishing the purposes of this policy, the City will respect the privacy of reporting employees and will treat information and reports confidentially. Such information will be released or distributed only to appropriate law enforcement personnel, City management, and others on a need-to-know basis and as may otherwise be required by law.

Documentation. When appropriate, threats and incidents of violence will be documented. Documentation will be maintained by the City Secretary and/or the Police Department.

Policy Violations. Violations of this policy may lead to disciplinary action, up to and including termination of employment. Policy violations may also result in arrest and prosecution.



6.8. IT POLICIES

As more City activities move to computers and online, the security of your files becomes critical to the overall security of the City. Just like City Hall is locked down every night and every employee is made familiar with the automated security system, is it important that all City employees familiarize themselves with their computer and the City's IT security policies. Shavano Park has three IT policies to guide your digital activities at the city: **Computer Use Policy, Internet Use Policy, and Email Use Policy.**

COMPUTER USE POLICY

The goal of this policy is to ensure that the information you place on the computer stays secure and safe. This policy also ensures that you do not harm City equipment by installing malicious software or otherwise leaving the network security compromised. Each user of the City of Shavano Park system is required to read this Policy and sign a *Computer Use Agreement* prior to receiving access to a City computer.

City Property Disclaimer: Department supervisors will determine which staff require the use of a computer. Whether you regularly use, or only temporarily access a computer, the computer is City property. Abuse or misuse of a City computer is the same as abuse or misuse of any other City property and may be punished accordingly.

Computer Security Policies: All City computers have the mandated security protocols. Interfering, changing or ignoring these security protocols is considered unauthorized use of City equipment. The following computer security protocols are:

1. All City computers shall have up to date antivirus software installed on them.
2. All City user accounts shall have a strictly controlled password that is known only to the individual. Upon account creation the employee must change their automated password account to a personalized password.
3. All City computers shall have automatic timeout re-authentication after a period of 15 minutes (This is simply means user must re-enter their login password to gain access to the computer after 15 minutes or more of downtime).
4. Any City Employee is required to check with the IT Department before opening a compressed file folder (.ZIP, .RAR, etc.).

Prohibited Use: Computer use must comply with all Federal and Texas laws, all City policies and contracts. This includes, but is not limited to, the following:

1. No one shall use any City computer or network facility without proper authorization from their Departmental Supervisor. No one shall assist in, encourage, or conceal from Management any



unauthorized use, or attempt at unauthorized use, of any of the City's computers or network facilities.

2. No one shall connect any computer, laptop or tablet to the City's network unless it meets technical and security standards established by the City IT Department.
3. No City employee shall purchase for City use any computer, laptop, tablet or other IT-related device without first approval by the City IT Department.
4. No one, without specific authorization, shall read, alter, or delete any other person's computer files. This rule applies regardless of whether the operating system of the computer permits these acts.
5. No one shall knowingly endanger the security of any City computer or network facility. This includes, but is not limited to, downloading or installing malicious software, disabling computer antivirus software or willfully ignoring antivirus software.
6. No one without proper authorization from the IT Department shall modify or reconfigure the security settings of any City computer or network facility.

Disclaimer: The City of Shavano Park assumes no liability for direct and/or indirect damages arising from the user's unauthorized use of the City computers. Users are solely responsible for the content they create on, or save to, a City computer. The City is not responsible for any third-party claim, demand, or damage arising out of the use of the City's computers.

Failure to Comply: Violations of this policy will be treated as allegations of wrongdoing at the City of Shavano Park. Allegations of misconduct will be adjudicated according to established policy and procedures. Sanctions for inappropriate use of the computer may include, but are not limited to, one or more of the following:

1. Temporary or permanent revocation of access to some or all computing and networking resources and facilities;
2. Disciplinary action up to and including termination according to applicable City policies;
3. Reimbursement of costs incurred by inappropriate or unauthorized use; and/or
4. Legal action according to applicable laws and contractual agreements.

INTERNET USE POLICY

The goals of this policy are to outline the appropriate and inappropriate use of the City of Shavano Park's Internet resources, including the use of browsers, electronic mail and instant messaging, file uploads and downloads and voice communications. Use of these services is subject to the following conditions.

Your Account: Internet access (and computer access) at the City of Shavano Park is controlled through individual accounts and passwords. Department Directors are responsible for determining if an employee requires internet access and conveying that information to the IT Department. Each



user of the City of Shavano Park system is required to read this Policy and sign an internet use agreement prior to receiving an Internet access and password.

Appropriate Use: City employees are encouraged to use appropriately the Internet to further the goals and objectives of the City of Shavano Park. The types of activities that are encouraged include:

1. Communicating with fellow employees, business partners of the City, customers and clients within the context of an individual's assigned responsibilities;
2. Acquiring or sharing information necessary or related to the performance of an individual's assigned responsibilities; and
3. Participating in educational or professional development activities.

Inappropriate Use: Individual internet use must not interfere with others productive use of internet resources. Users must not violate the network policies of any network accessed through their account. Internet use must comply with all Federal and Texas laws, and all City policies and contracts. This includes, but is not limited to, the following:

1. The internet may not be used for any illegal or unlawful purposes, including, but not limited to, copyright infringement, obscenity, libel, slander, fraud, defamation, plagiarism, harassment, intimidation, forgery, impersonation, illegal gambling, soliciting for illegal pyramid schemes, and computer tampering (e.g. spreading computer viruses).
2. The Internet may not be used in any way that violates City policies, rules or mission of the City, misrepresents the City or violates any City policy.
3. Personal use of the internet is allowed within reason to conduct and facilitate typical daily personal interactions, information access and brief, appropriate diversions during break periods. The City allows limited personal use for communication with family friends, independent learning, and public service. The City prohibits use for mass unsolicited mailings, access by non-employees to City of Shavano Park resources or network facilities, uploading and downloading of files for personal use, access to pornographic sites, gaming, competitive commercial activity unless pre-approved, and the dissemination of chain letters.
4. Individuals may not establish City computers as participants in any peer-to-peer network.
5. Individuals may not view, copy, alter, or destroy data, software documentation, or data communications belonging to the City or another individual without authorized permission.
6. In the interest of maintaining network performance, users should not send unreasonably large electronic mail attachments or video files not needed for business purposes.
7. Individuals will only use City approved services for voice communication over the internet.

Security: For security purposes, users may not share account or password information with another person. Internet accounts are to be used only by the assigned user of the account for



authorized purposes. Attempting to obtain another user's account password is strictly prohibited. A user must contact the IT Department to obtain a password reset if they have reason to believe that any unauthorized person has learned their password. Users must take all necessary precautions to prevent unauthorized access to Internet services.

Failure to comply: Violations of this policy will be treated like other allegations of wrongdoing at the City of Shavano Park. Allegations of misconduct will be adjudicated according to established policy and procedures. Sanctions for inappropriate use of the internet may include, but are not limited to, one or more of the following:

1. Temporary or permanent revocation of access to some or all computing and networking resources and facilities;
2. Disciplinary action up to and including termination according to applicable City policies;
3. Reimbursement of costs incurred by inappropriate or unauthorized use; and/or
4. Legal action according to applicable laws and contractual agreements.

Monitoring and Filtering: The City monitors all Internet activity occurring on City equipment or accounts. The City currently employs filtering software to limit access to sites on the internet. Filtering of IP-addresses (web sites or otherwise) is at the discretion of the City Manager and/or automatic updates to the network security firewall. If the City discovers activities which do not comply with applicable law or City policy, records retrieved may be used to document the wrongful content in accordance with due process.

Disclaimer: The City assumes no liability for any direct or indirect damages arising from the user's connection to the internet. The City is not responsible for the accuracy of information found on the internet and only facilitates the accessing and dissemination of information through its systems. Users are solely responsible for any material that they access and disseminate through the internet. You are all encouraged to use your internet access responsibly. Should you have any questions regarding this Internet Acceptable Use Policy, please contact the Planner / Information Systems Manager.

E-MAIL USE POLICY

E-Mail is an important business communications tool at the City of Shavano Park. However, use of the City electronic mail systems and services are a privilege, not a right, and therefore must be used with respect and in accordance with the goals of the City. The objective of this policy are to outline appropriate and inappropriate use of the City's e-mail systems and services in order to minimize disruptions to services and activities, as well as comply with applicable policies and laws. This policy applies to all e-mail systems and services owned by the City, all e-mail account users/holders at the City and all City e-mail records.



EMPLOYEES SHOULD KNOW THAT ALL CITY BUSINESS RELATED E-MAIL IS SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT WHETHER OR NOT THE EMAIL IS ON A PUBLIC OR PRIVATE EMAIL SERVICE, PHONE, COMPUTER, SERVER OR OTHER DEVICE.

Account Activation/Termination: E-mail access at the City is controlled through individual accounts and passwords. Each user of the City's e-mail system is required to read and sign a copy of the "E-mail Use Policy" prior to receiving an e-mail access account and password. It is the responsibility of the employee to protect the confidentiality of his or her account and password information. E-mail accounts will not be granted to third party non-employees. E-mail access will be terminated when the employee terminates their association with the City. The City is under no obligation to store or forward the contents of an individual's e-mail inbox/outbox after the term of employment has ceased.

General Expectations of End Users: The City often delivers official communications via e-mail. As a result, employees of the City with email accounts are expected to check their e-mail in a consistent and timely manner so that they are aware of important City announcements and updates, as well as for fulfilling business and role-oriented tasks. E-mail users are responsible for mailbox management, including organization and cleaning. If a user subscribes to a mailing list, he or she must be aware of how to unsubscribe from the list, and is responsible for doing so in the event that their current e-mail addresses change. E-mail is archived for four years at server level per City Policy. The IT Department can be contacted to help set up archiving of older e-mail. E-mail users are expected to remember that e-mail sent from the City's e-mail accounts reflects on the City. Please comply with normal standards of professional and personal courtesy and conduct.

Appropriate Use: Individuals at the City are encouraged to use e-mail to further the goals and objectives of the City. The types of activities that are encouraged include:

1. Communicating with fellow employees, business partners of the City, and clients within the context of an individual's assigned responsibilities.
2. Acquiring or sharing information necessary or related to the performance of an individual's assigned responsibilities
3. Participating in educational or professional development activities.

Inappropriate Use: The City of Shavano Park's e-mail systems and services are not to be used for purposes that could be reasonably expected to strain storage or bandwidth (e.g. e-mailing large attachments instead of pointing to a location on a shared drive). E-mail use at the City will comply with all applicable laws, all City policies and contracts. The following activities are deemed inappropriate uses of the City's e-mail systems and services and are prohibited:



1. Use of e-mail for illegal or unlawful purposes, including copyright infringement, obscenity, libel, slander, fraud, defamation, plagiarism, harassment, intimidation, forgery, impersonation, soliciting for illegal pyramid schemes, and computer tampering (e.g. spreading of computer viruses).
2. Use of e-mail in any way that violates the City's policies, rules, or administrative orders.
3. Viewing, copying, altering, or deletion of e-mail accounts or files belonging to the City or another individual without authorized permission.
4. Opening e-mail attachments from unknown or unsigned sources. Attachments are the primary source of computer viruses and should be treated with utmost caution.
5. Sharing e-mail account passwords with another person, or attempting to obtain another person's e-mail account password. E-mail accounts are only to be used by the registered user.
6. Personal use of City e-mail resources is allowed within reason to conduct and facilitate typical daily personal interactions. The City allows limited personal use for communication with family and friends, independent learning, and public service so long as it does not interfere with staff productivity, preempt any business activity, or consume more than a trivial amount of resources. The City prohibits personal use of its e-mail systems and services for unsolicited mass mailings, non-City commercial activity, political campaigning, dissemination of chain letters, jokes and use by non-employees.

Monitoring and Confidentiality: The e-mail systems and services used at the City are owned by the City, and are therefore its property. This gives the City the right to monitor any and all e-mail traffic passing through its e-mail system. This monitoring may include, but is not limited to, inadvertent reading by IT staff during the normal course of managing the e-mail system, review by legal counsel during an e-mail discovery phase of litigation, observation by management in cases of suspected abuse or to monitor employee efficiency.

If the City discovers or had good reason to suspect activities that do not comply with applicable laws or this policy, e-mail records may be retrieved and used to document the activity in accordance with due process. All reasonable efforts will be made to notify an employee if his or her e-mail records are to be reviewed. Notification may not be possible, however, if the employee cannot be contacted, as in the case of employee absence due to vacation.

Employees are to use extreme caution when communicating confidential or sensitive information via e-mail. Keep in mind that all e-mail messages sent outside the City become the property of the receiver. **A good rule is to not communicate anything that you wouldn't feel comfortable being made public.** Demonstrate particular care when using the "Reply" and "Reply All" command during e-mail correspondence to ensure the resulting message is not delivered to unintended recipients.



Reporting Misuse: Any allegations of misuse should be promptly reported to the IT Department. If you receive an offensive e-mail, do not forward, delete, or reply to the message. Instead, report it directly to the IT Department.

Disclaimer: The City of Shavano Park assumes no liability for direct and/or indirect damages arising from the user's use of the City's e-mail system and services. Users are solely responsible for the content they disseminate. The City is not responsible for any third-party claim, demand, or damage arising out of the use of the City's e-mail systems and services.

Failure to Comply: Violations of this policy will be treated like other allegations of wrongdoings at the City. Allegations of misconduct will be adjudicated according to established policy and procedures. Sanctions for inappropriate use on the City's e-mail systems and services may include, but are not limited to, one or more of the following:

1. Temporary or permanent revocation of e-mail access;
2. Disciplinary action up to and including termination according to applicable City policies;
3. Reimbursement of costs incurred by inappropriate or unauthorized use; and
4. Legal action according to applicable laws and contractual agreements.

6.9. SOCIAL MEDIA POLICY

An employee's use of social media, both on and off duty must not interfere with or conflict with the employee's duties or job performance, reflect negatively on the City or violate any City policy. The intent of these standards is to regulate the creation and distribution of information concerning the City, its employees and citizens through electronic media, including, but not limited to online forums, instant messaging and internet social media and blogging sites. This policy is designed to protect the City's reputation and ensure that the employee's online communications positively reflect the City as the employer.

Personal use of the Internet carries responsibilities requiring responsible and ethical use. The City may monitor an employee's access, use, and postings to the Internet, including those posted from personal computers, to ensure compliance with internal policies, support the performance of internal investigations, assist management of information systems, and for all other lawful purposes. The City expects all employees to follow the Guidelines below when posting information on the Internet, regardless if done during or after work hours.

"Social media" includes: wikis, tweets and twittering, Facebook, Myspace, LinkedIn, blogs, and other online journals and diaries; bulletin boards and chat rooms, microblogging and all other social networking sites, instant messaging and the posting of video on YouTube and similar media.



This policy should be read and interpreted in conjunction with other City policies, including but not limited to, policies prohibiting harassment, discrimination, offensive conduct or inappropriate behavior and the City's Computer Use, Internet Use and Email Use policies. Violations of the City's Social Networking Policy may lead to disciplinary action, up to and including termination.

Employee Guidelines

- b. Never disclose any confidential information concerning another employee of the City in a blog or other posting to the Internet. Posting of confidential information may violate State law and subject the user to criminal penalty. All requests for City documents must be processed through the Public Information Act.
- c. Employees must abide by all Federal and State law and policies of the City with regard to information sent through the Internet.
- d. If the employee's social networking includes any information related to the City, the employee must make it clear to the readers that the views expressed are the employee's alone and not reflective of the views of the City.
- e. Employees are encouraged to act responsibly on and off duty, and to exercise good judgment when using social media.
- f. Respect coworkers and the City. Do not put anything on your blog or post any information and/or pictures on the Internet that may defame, embarrass, insult, demean or damage the reputation of the City or any of its employees.
- g. Do not put anything in your blog or post any information and/or pictures that may constitute violation of the City's Harassment policy. Do not post any pornographic pictures of any type that could identify you as an employee of the City.



Section 7 – Disciplinary Procedures and Appeals

7.1. CONDUCT-EXPECTED BEHAVIORS

The establishment of standards of discipline and conduct is under the jurisdiction of the City Manager with the responsibility for observance of the standards by all employees delegated to management and supervisory personnel.

It is the duty of each employee to maintain cooperation, efficiency and economy in their work for the City. Department Directors and supervisors shall plan, organize and direct the work of their subordinates to achieve departmental objectives. All employees are expected to perform satisfactorily the job duties for which they have been employed, to maintain appropriate personal conduct on the job, to render courteous and efficient service to the public, to be mindful of safety practices, and to exercise the utmost care in the use of City property.

7.2. ADVERSE ACTIONS

The City may deny or reject any application, appointment or promotion, or suspend, demote or remove any employee, at any time that the City Manager determines that such action will fail to promote the efficiency of the City's services.

Specific Factors: Factors that may be used in making a determination as to any applicant or employee as a basis for adverse action include but are not limited to the following. This list is not exhaustive. The City Manager may determine that other actions of the employee that are not listed warrant an adverse action. Please reference other sections of this handbook for other activities considered an adverse action.

7.2.1. Dishonesty

- a. Lying or giving false testimony;
- b. False statements, incomplete statements, deception, or fraud in applications, examinations or representations made for appointment or promotion;
- c. Failure to disclose to the City Council, City Manager or other appropriate supervisory personnel any matter which the employee knows, or reasonably should know, is relevant to his/her own employment, the employment by the City of any other person, or which otherwise substantially affects the efficiency and/or integrity of City functions;
- d. Doing personal work or performing other personal tasks or errands while on duty for the City, or otherwise failing to devote full time, energy and best efforts to City employment;
- e. Stealing or taking employer property or other employees' property without proper authorization;



- f. Misuse of employer or other employees' funds or property;
- g. Cheating, forging or willfully falsifying reports, records, or documents, misuse of leave of absence;
- h. Providing keys, combinations and/or passwords to unauthorized persons; or
- i. Any other action detrimental to the employer or fellow employees.

7.2.2. Disturbance

- a. Fighting;
- b. Using profane, abusive or threatening language;
- c. Horseplay;
- d. Causing injury to fellow employees through deliberate action or gross negligence;
- e. Spreading false reports;
- f. Maliciously gossiping and/or spreading rumors; or
- g. Otherwise disrupting harmonious relationships between employees.

7.2.3. Unauthorized / Misuse of City Equipment

- a. Using, possessing, taking or providing any City equipment, credentials, or services for other than official City business without proper authority;
- b. Reckless driving and/or misuse of City equipment;
- c. Not taking precaution or proper care when using City equipment.
- d. Deliberate damage or destruction of City equipment or property;
- e. Altering, removing or destroying City records;
- f. Advocacy of or participating in unlawful trespass or seizure of City property;
- g. Unauthorized removal, use or appropriation of property belonging to the City or to another City employee; or
- h. Unauthorized loaning of keys, or permitting duplication thereof, to any City property or equipment, or otherwise permitting other person(s) to make unauthorized use, removal or appropriation of City property or equipment.

7.2.4. Misconduct

- a. Any criminal offense or other misconduct which could have an adverse effect on the employer or on the confidence of the public in the integrity of the City government, or on the relationship of the employee and other employees.
- b. Conduct subversive to the proper order, discipline and morale of City employees; conduct unbecoming; unexcused failure to obey City work rules, policies or procedures;
- c. Failure to follow departmental and City organization chain of command;
- d. Engaging in any job-related misconduct not otherwise described herein when an employee knows, or reasonably should know, that such conduct has caused or reasonably can be expected



to cause, a significant impairment in the efficiency of the City in general or of such employee in particular; or

7.2.5. Courtesy

- a. Failure to maintain an objectively reasonable level of cooperation with supervisors and co-workers; or
- b. Failure to treat members of the public with courtesy and respect at all times while on duty.

7.2.6. Abuse of Drug or Alcohol

- a. Reporting to work or being “on-call” in unfit condition, being under the influence of intoxicants or under the influence of controlled substance or dangerous drugs, including marijuana, narcotics, or intoxicating drugs of any kind; or
- b. Drinking intoxicants or taking into the body of an unlawful controlled substance or dangerous drug, including marijuana during working hours, or possessing intoxicants or unlawfully possessing controlled substances, including marijuana, narcotics, or dangerous drugs, on City property or in City vehicles.

7.2.7. Statutory or Job Qualification

- a. Failure to meet or maintain any statutory or job qualification which would make the individual fit for the job; or
- b. Failure to meet and maintain requirements of the individual’s job description.
- c. Incompetence stemming from an inability or unwillingness to perform assigned work satisfactorily.

7.2.8. Unsatisfactory Attendance

- a. Unauthorized absence and/or tardiness; or
- b. An absence of two (2) days or more without notification to the City Manager shall constitute a voluntary abandonment of employment.

7.2.9. Indifference toward Work

- a. Failure to remain at work, inefficiency, carelessness, loafing while on duty, wasting work time, unauthorized absence from the work area while on duty, or sleeping on the job;
- b. Careless, unsafe or otherwise improper use of personal property or equipment while on duty, or of City property or equipment at any time;
- c. Performing personal business during working hours, abuse of eating and/or rest period, sleeping or being inattentive during working hours, interfering with work of others, mistreatment of the public or other employees;
- d. Use of personal cell phone while on duty operating City machinery or vehicle unless for City business or for family emergencies; or



- e. Failure consistently to meet objectively reasonable standards of performance.

7.2.10. Insubordination

- a. Willful failure or refusal to perform assigned work or fully comply with instructions, directions, or orders as requested by the immediate supervisor or Department Director.
- b. If the employee believes the instruction, direction, or order is improper, the employee should obey the order or instruction or direction and file a grievance later.
- c. If an employee believes an instruction, direction or order would cause injury to self or others they may refuse the order and must file a grievance immediately.

7.2.11. Violation of Safety Rules

- a. Smoking in prohibited areas;
- b. Improper removal of safety guards, fire extinguishers or other equipment designed to protect employees; or
- c. Failure to use safety equipment or to follow safety rules or failure to report an on-the job injury, vehicle accident, or unsafe condition.

7.2.12. Weapons

The control of, or possession by, any employee of a handgun or other weapon and/or ammunition is strictly prohibited in a City vehicle or in any City buildings. This subsection shall not be applicable to certified licensed peace officers.

7.3. ARRESTS, CONFINEMENTS AND INDICTMENTS

City employees are subject to disciplinary action and/or job restrictions for violations of law. This policy applies to acts prohibited by law that result in charges being filed, arrest, confinement, indictment, and/or conviction, as well as to acts prohibited by law not resulting in charges filed, arrest, confinement, or indictment.

Employees must immediately notify their Department Director within twenty-four (24) hours if they are arrested, charged, indicted, convicted, receive deferred adjudication, or plead no contest to any class "C" misdemeanor or above. Employees who do not drive as a part of their job duties with the City are not required to report minor traffic violations.

In most instances, the City will conduct its own investigation and take appropriate action. An employee arrested, charged, or indicted for a felony or misdemeanor, or accused by information of official misconduct or other serious criminal violation may be placed on administrative leave (with or without pay) until the charge, indictment or information is dismissed or fully adjudicated



without trial, and if tried, until the trial and appeal (if any) are completed and all related administrative matters are concluded. Such a determination will be made by the City Manager.

If the indictment or information is dismissed, the employee is acquitted, or the conviction is reversed on appeal, an employee on administrative leave may be reinstated to the position held before being placed on administrative leave. If an employee was placed on administrative leave without pay, upon reinstatement they will receive back all pay missed while on administrative leave.

7.4. INDIVIDUAL DEPARTMENTAL RULES AND POLICIES

With the approval of the City Manager, departments may have written personnel policies and procedures which are separate from or in addition to the policies and procedures listed in this manual. Departmental personnel policies and procedures are to be followed; however, no departmental personnel policy or procedure shall be inconsistent with the Employee Handbook. Should a conflict arise, the Employee Handbook will supersede the conflicting departmental policy or procedure.

7.5. DISCIPLINARY PROCEDURES, PROBATION AND DISMISSAL

The following disciplinary procedures are merely suggestions. In every case where disciplinary action is needed, the action taken will be tailored to fit the specific offense or violation for which it is intended. The specific situation and the performance record of the individual involved will always be taken into consideration. Nothing in the suggested procedures are intended to imply the procedures must be followed in any particular order. The City reserves the right to dismiss an employee at any time. Every disciplinary action taken will be recorded to provide documentation that rules are enforced equitably and in accordance with stated policy.

Verbal Reprimand: Best suited to minor rule infraction or incident of substandard performance. A supervisor will explain exactly what the employee did wrong and why it is important the incident not be repeated. Supervisors shall keep a record of the verbal reprimand that shall be kept in the employee's personnel file.

Written Reprimand: A written reprimand is a formal disciplinary action in which an employee's inappropriate actions are detailed in writing which will serve to caution the employee that similar conduct will result in further disciplinary action. Supervisor shall detail the event in a report that shall be signed by the employee, the supervisor, and the City Manager. Space will also be provided for written comments from the employee. A copy of the written reprimand shall be kept in the employee's personnel file.



Disciplinary Probation: A Department Director may authorize, with the approval of the City Manager, the placement of an employee on disciplinary probation as a disciplinary measure for a serious violation of department and City policies and procedures. The probationary period allows time for the employee to show improvement on the problem(s) specified at the time of the probation. The probation will be initiated by a written document signed by both the supervisor and the employee which:

- a. Identifies the problem(s);
- b. Indicates the necessary improvement;
- c. Specifies the length of the probationary period; and
- d. Informs the employee of further disciplinary action which could result from failure to show satisfactory improvement within the specified probationary period.

Any employee who is on disciplinary probation is not eligible for merit increases, transfer, or promotion.

Dismissal: A Department Director may dismiss an employee, with the approval of the City Manager, at any time.

7.6. PERFORMANCE COUNSELING

Any employee who exhibits substandard work performance will be given the opportunity to improve the performance level. Department Directors and supervisors will attempt to counsel substandard performers using the following guidelines:

Initial Counseling: For the first indication of substandard work performance, the supervisor should advise the employee of his/her unsatisfactory performance and recommend specific areas of improvement. A written record may be retained within the employee's department.

Written Documentation: For a second indication of substandard performance, the supervisor will state in writing:

- a. The specific deficiencies observed in the employee's performance;
- b. The necessary improvements;
- c. The period of time in which improvement must occur; and
- d. Further action which may result if the employee fails to show satisfactory improvement.

A Developmental Counseling Form (see Attachment C) shall be signed by both the employee and the supervisor and a copy shall be maintained within the department and the original forwarded to the City Manager. If the employee refuses to sign, the supervisor must have a witness sign to show a copy was given to the employee.



7.7. GRIEVANCE-FILING PROCEDURES

An employee who has a complaint about a disciplinary action taken against him/her which results in lost compensation or termination has the right to file a grievance in accordance with the procedures outlined below. No employee will be discriminated against, harassed, intimidated, nor suffer reprisal as a result of filing a grievance or participating in the investigation of a grievance by providing information, testimony, or arising in an investigation in any way.

Employees should present their own case. The Department Director (or immediate supervisor if appropriate) shall advise and aid the employee in a fair and objective manner. The employee may use legal counsel if he/she desires. However, the employee shall advise the Department Director in advance and in writing that he/she chooses to do so.

- a. Within ten (10) business days of becoming aggrieved, the employee shall submit his grievance to the City Manager in writing. The employee shall include all pertinent facts, details, restitution sought, and possible solutions.
- b. The City Manager shall determine whether the grievance falls within the scope of an allowable grievance and if so shall set a date for a formal hearing on the matter if it is determined that grievance is appropriate.
- c. The hearing shall be held within ten (10) days of the written filing to the City Manager, if possible, unless the employee requests additional time.
- d. The hearing shall consist of:
 1. Two Department Directors from a department outside of the grievant's origination.
 2. One person in the employ of the City appointed by the employee
 3. The City shall be represented by the City Attorney
- e. Each side will be given equal opportunity to present their case. Presentations shall be limited to relevant facts that are generally capable of being substantiated. Hearsay¹ will not be allowed or considered. The panel shall make a written recommendation to the City Manager who then shall rule on the grievance.
- f. The hearing panel may recommend any action including, but not limited to, an increase or decrease in disciplinary action given to an employee following the hearing.

¹ Hearsay is defined as a statement made outside the hearing introduced to prove the truth of the matter asserted therein.



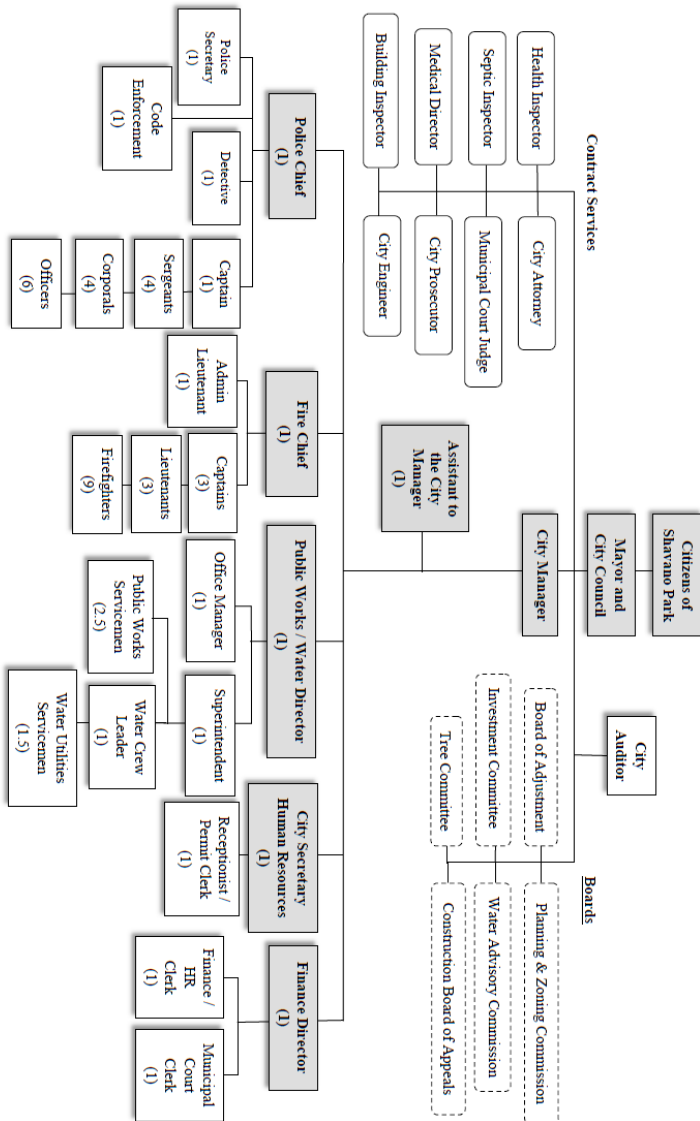
- g. The City Manager may take any action including but not limited to an increase or decrease in disciplinary action given to an employee following the recommendation from the hearing panel.
- h. The judgment of the City Manager shall be final and shall be given in writing within ten (10) business days of the close of the hearing.
- i. A summary of the proceeding along with each decision shall be placed in the personnel file of the individual. The City Secretary will maintain the complete file of the proceedings in a file designated for such purposes.

7.8. COMPLAINTS AGAINST CITY OFFICERS

All complaints against City Officers shall be filed in compliance with Chapter 2, Article V, Section 2-66 of the City of Shavano Park City Ordinances. Inquire with the City Secretary if you need assistance finding the ordinance.

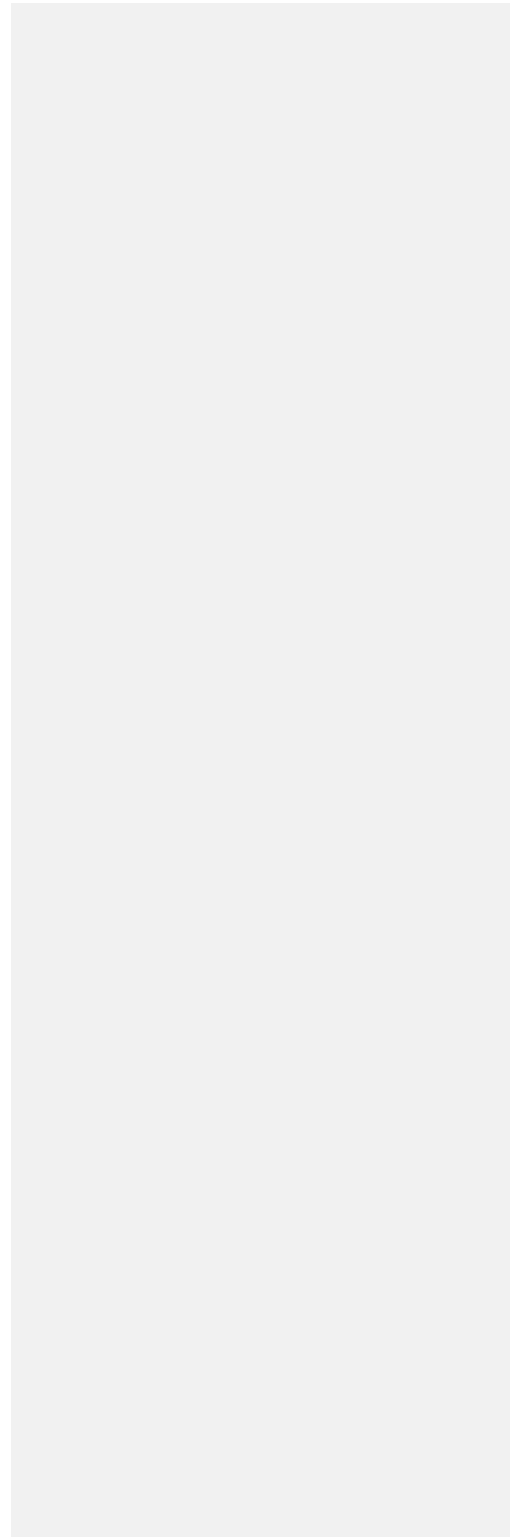


ATTACHMENT A
ORGANIZATIONAL FLOWCHART
Approved by Council on August 28, 2017.





Shavano Park Employee Handbook





ATTACHMENT B
OFFICIAL HOLIDAYS

Approved by Council on November 27, 2017.

Official Holidays – The following legal holidays will be observed as official holidays of the City of Shavano Park. If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will normally be observed on the following Monday.

2018 HOLIDAYS	DATE	DATE OBSERVED
New Year's Day	January 1 st	Monday, January 1 st
Martin Luther King Jr. Day	3 rd Monday in January	Monday, January 15 th
President's Day	3 rd Monday in February	Monday, February 19 th
Good Friday	Friday before Easter	Friday, March 30 th
Battle of the Flowers	Friday of Fiesta Week	Friday, April 27 th
Memorial Day	Last Monday in May	Monday, May 28 th
Independence Day	July 4 th	Wednesday, July 4 th
Labor Day	1 st Monday in September	Monday, September 3 rd
*Patriots' Day	September 11 th	Tuesday, September 11 th
Veterans Day	November 11 th	Monday, November 12 th
Thanksgiving Day	4 th Thursday in November	Thursday, November 22 nd
Day After Thanksgiving	4 th Friday in November	Friday, November 23 rd
Christmas Eve	December 24 th	Monday, December 24 th
Christmas Day	December 25 th	Tuesday, December 25 th

*State law entitles firefighters to a paid day off from work on September 11th (Patriot's Day) with the option of using a personal paid vacation day or switching a paid holiday. The firefighter is entitled the holiday only if their supervisor does not require them to work that day to maintain minimum staffing necessary for public safety.



Shavano Park Employee Handbook

See Section 5.3 for further details on the City's policies concerning Official Holidays.

ATTACHMENT C



This form will be destroyed upon: reassignment (other than rehabilitative transfers), separation, or upon retirement.



Shavano Park Employee Handbook

Plan of Action (Outlines actions that the subordinate will do after the counseling session to reach the agreed upon goal(s). The action is specific enough to modify or maintain the subordinate's behavior and include a specified time line for implementation and assessment.)

Session Closing: (The leader summarizes the key points of the session and checks if the subordinate understands the plan of action. The subordinate agrees/disagrees and provides remarks if appropriate.)

Individual counseled: ☐ I agree ☐ disagree with the information above.

Individual counseled remarks:

Signature of Individual Counseled: _____ Date: _____

Leader Responsibilities: (Leader's responsibilities in implementing the plan of action.)

Signature of Counselor: _____ Date: _____

PART IV - ASSESSMENT OF THE PLAN OF ACTION

Assessment: (Did the plan of action achieve the desired results? This section is completed by both the leader and the individual counseled and provides useful information for follow-up counseling.)

Counselor: _____ Individual Counseled: _____ Date of Assessment: _____

Note: Both the counselor and the individual counseled should retain a record of the counseling.

RESOLUTION NO. R-2018-003

A RESOLUTION AMENDING THE CITY OF SHAVANO PARK EMPLOYEE HANDBOOK

WHEREAS, The City of Shavano Park has the authority to adopt personnel rules and regulations concerning personnel matters, including but not limited to: probationary periods, vacation and sick leave regulations, compensation, health insurance, professional conduct, performance evaluations, work schedules, and other personnel matters; and

WHEREAS, the City Council of the City of Shavano Park has determined that it is desirable and in the public interest to adopt an amended employee handbook to address employment and personnel matters to apply to City employees.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAVANO PARK, TEXAS:

1. The City of Shavano Park hereby amends the City of Shavano Park Employee Handbook, dated February 26, 2018, a copy of which is attached hereto and incorporated by reference herein.

PASSED AND APPROVED on by the City Council of the City of Shavano Park this the 26th day of February, 2018.

BOB WERNER, MAYOR

Attest:

ZINA TEDFORD, City Secretary

Approved as to Form:

CHARLES E. ZECH, City Attorney



CITY OF SHAVANO PARK

EMPLOYEE HANDBOOK

Adopted by City Council

February 26, 2018

WELCOME TO THE CITY OF SHAVANO PARK

BACKGROUND

City Profile: On the edge of the Texas Hill Country, the City of Shavano Park is located in the San Antonio Metropolitan Area in northwest Bexar County, approximately 12 miles north of downtown San Antonio. Shavano Park is surrounded by the City of San Antonio to the north, east, south, and west. Generally, the City's boundaries are Loop 1604 on the north, Huebner Road on the south, Lockhill Selma on the west and Salado Creek on the east; this area comprises 1.77 square miles or 1,133 acres of land. The City is composed of roughly 3,300 residents in 1,263 single-family residences. The City has roughly 120 commercial businesses.

City History: The original Town of Shavano was established around 1881 along the Olmos Creek and served as a stagecoach and rail stop between San Antonio and Boerne. The area now occupied by the City of Shavano Park was part of the Stowers Ranch. In 1947, Wallace Rogers and Sons purchased the land for residential development starting in 1948. The city of Shavano Park was incorporated on June 19, 1956 as a general law city. The City has grown considerably from 167 residents in 1956 to roughly 3,300 in the year 2014. Despite its growth the City retains its distinctive generous lots and rural atmosphere.

SPACE SAVED FOR RESOLUTION

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EMPLOYMENT ACKNOWLEDGEMENT

The City of Shavano Park (the “City”) Employee Handbook describes important information about the City’s personnel policies and procedures, and I understand that I should consult my supervisor and / or my Department Head regarding any questions not answered in the Employee Handbook. I have entered into my employment relationship with the City voluntarily and acknowledge that there is not specified length of employment. Accordingly, either I or the City can terminate the relationship at will, with or without cause, at any time. NOTE: This Revised Employee Acknowledgement Form replaces the form included in the amended Employee Handbook dated June 2017.

With the exception of the City’s employment-at-will policy, all of the information, policies, and benefits described in the Employee Handbook are subject to change. I understand that revised information may supersede, modify, or eliminate existing policies. I agree that any conflicts or ambiguities in City policies and procedures will be decided by the City Manager.

Furthermore, I acknowledge that this Employee Handbook is neither a contract of employment nor a legal documents, nor is it a waiver by the City of the employment at-will status of my relationship with the City.

I have received the Employee Handbook, and I understand that it is my responsibility to read and comply with the policies contained in it and any revisions made to it. I also understand that the policies in this Employee Handbook superseded all prior written and / or oral City policies.

ACKNOWLEDGEMENT:

[Signature]

Date

Printed Name



Section 1 – Introduction

1.1 PURPOSE

This Employee Handbook is designed to provide employees information on the policies of the City of Shavano Park. This handbook also serves to ensure a uniform application of City policies governing employees and replaces all previous employee handbooks or personnel manuals. Employees should read this document carefully to understand the responsibilities, rights and benefits of being an employee of the City of Shavano Park. Should any employee have questions as to the interpretation or understanding of any policy or practice, please make an appointment with your Department Director immediately. It is important that all employees have a full and complete understanding of the City of Shavano Park's personnel policies.

All Forms mentioned in *italics* in this handbook can be found on the City's servers in the shared drive at **S:\1 – Employment Forms** or by contacting the Director of Human Resources.

1.2 VISION STATEMENT

Shavano Park strives to be the premier community in Bexar County, preserving and celebrating its natural setting and small town traditions amid the surrounding area's urban growth.

1.3 MISSION STATEMENT

The City of Shavano Park provides exceptional leadership and delivers exemplary municipal services in a professional, cost-effective and efficient manner to citizens, business owners and visitors to facilitate economic growth and enable an exceptional quality of life and workplace consistent with our small town values and character.

1.4 STAFF ESSENTIAL TASKS

- Provide, Efficiently Use, and Protect Fiscal Resources
- Provide and Maintain Infrastructure
- Maintain a Superior Water System
- Provide Police Protection
- Provide Fire / EMS Protection
- Conduct Municipal Planning
- Enforce Ordinances / Standards consistently
- Provide Outstanding Customer Service to citizens, business owners and visitors



1.5 CITY VALUES

City employees are expected to uphold the following values:

- Honesty
- Integrity
- Accountability
- Excellence
- Professionalism
- Innovation
- Inclusiveness
- A commitment to open, clear and transparent communications and Government
- Responsiveness and Customer Service

1.6 CODE OF ETHICS

Employees of the City of Shavano Park have the trust of citizens who depend on the highest level of service. This level of trust creates a special responsibility for the employees of the City of Shavano Park. Therefore, employees are expected to maintain a high level of ethical standards, to act with integrity in all public relationships and to conduct themselves always in a manner which maintains public confidence. This is accomplished by following the City of Shavano Park's Code of Ethics as presented below.

Employees of the City of Shavano Park shall strive to uphold always the Constitution, laws and ordinances of the United States, State of Texas, and the City of Shavano Park Code of Ordinances, and shall strive to be:

- Honest and trustworthy in what they say and write and in all professional relationships;
- Dedicated to providing quality services by being cooperative and constructive, and by making the best and most efficient use of available resources;
- Fair and considerate in the treatment of fellow employees and citizens, addressing concerns and needs with equity, granting no special favors;
- Committed to accomplishing all tasks in a superior way, and abstaining from all job behaviors that may tarnish the image of the City of Shavano Park;
- Cognizant that public and political policy decisions are the responsibility of the City Council; and
- Dedicated to the best customer/citizen services to improve the quality of life in the City of Shavano Park.

This Code of Ethics requires dedication to uphold. Employees and citizens will always be better served by doing what is right rather than what is expedient.



1.7 CITY GOVERNANCE AND MUNICIPAL MANAGEMENT

City Governance: The City of Shavano Park is a Type “A” General Law City governed by a Mayor and City Council that by election has adopted the City Manager form of government. The Mayor presides at meetings of the City Council and is the Chief Civic Representative of the City. The City Council functions as the legislative branch of the City government, provides policy for the conduct of municipal affairs, enacts ordinances, exercises budgetary authority and maintains oversight of the City government.

City Manager: Per Article III, Section 2-63 of the City of Shavano Park Ordinances the City Manager shall be the administrative head of the municipal government under the direction and supervision of the City Council. The City Manager is the Chief Executive Officer of the City of Shavano Park and is responsible for the day to day management of the City. The City Manager shall carry out the policies set by the City Council and enforce the ordinances of the City and the laws of the State of Texas.

Director of Human Resources: The City Secretary is the Director of Human Resources and reports directly to the City Manager. City employees should contact the City Secretary when the Director of Human Resources is described in this manual. Employees with finance related questions regarding payroll and insurance may contact the Finance Director for information. At times this handbook refers to the Finance Director as the point of contact, when that is the case then contacting the City Secretary or Finance Director is acceptable.

Department Directors: Department Directors report directly to the City Manager and are responsible for the enforcement of the provisions of this manual as it relates to the supervision and administration of personnel in their departments. Department Directors will, in addition to their other duties, assure the maintenance of high standards of ethical and moral conduct among their personnel to reflect favorably on the City at all times. Department Directors are likewise responsible for the protection of all information which is created for or primary used by their respective department. This responsibility includes the protection of computerized information which is placed in the custody of individual employees including authorizing access to all departmental information.

1.8 ORGANIZATIONAL FLOWCHART

The organizational chart will be approved annually by City Council and be updated in this handbook subsequent to City Council approval. See Attachment A – “Organizational Chart.”



Section 2 – General Provisions

2.1 PURPOSE OF EMPLOYMENT

The primary objective and purpose of the existence of the Shavano Park municipal government is to provide the most efficient, economical and courteous services possible to our citizens and business partners. Employees have been chosen for their positions because their individual job is very important in the overall mission to provide optimal City services. The City of Shavano Park is assured each employee has the knowledge, skills and abilities needed to help the City reach its primary objective. The City seeks to welcome each employee as an important and productive member of the organization.

2.2 EMPLOYMENT AT WILL

Employment with the City is not for a fixed or definite term. All employment by the City has been and continues to be at-will, except for those positions that may have a written contract approved by the City Council. That means that both the employee and/or **the City have the right to terminate employment at any time, with or without notice, and with or without cause.** This Employee Handbook does not constitute a contract of employment. Nothing in this handbook is intended to alter the continuing at-will status of employment with the City.

2.3 MANAGEMENT AUTHORITY AND ADMINISTRATION

This handbook is approved by the City Council of the City Shavano Park; Amendments to the Employee Handbook must likewise be approved by the City Council. The Handbook policies shall apply to all City employees, provided that the provisions may be varied in the case of an employee with a written employment agreement approved by the City Council. All employees must become familiar with and abide by these policies. General and final authority for personnel administration rests with the City Manager, with the exception of matters reserved to the City Council by State law or Ordinance.

No City of Shavano Park supervisor is authorized to modify this handbook for any employee or to enter into any agreement, oral or written.

2.3.1 Management Authority. The City Council may modify, revoke, suspend, interpret, terminate, or change any or all of its policies and procedures, in whole or in part, at any time. Policy administration rests with the City Manager and the City Manager reserves sole authority to administer City operations.



2.3.2 Departmental Policy and Procedural Requirements. City departments may develop policies and procedures consistent with City policies and procedures. Department policies and procedures that are operational and that do not relate to those in this handbook, or other approved operational manuals shall be reviewed and approved by the City Manager. Department Directors are responsible for obtaining the necessary review and approval prior to issuing such departmental policies and procedures. Departmental policies and procedures will not become effective until reviewed and approved by the City Manager.

2.3.3 Miscellaneous. Policies and procedures apply to all employees of the City, both on and off duty where applicable, unless otherwise indicated, restricted by proper authority, or prohibited by Federal, State and/or Municipal law.

Any statement in a policy and/or procedure found to be illegal, incorrect, and/or not applicable will not affect the validity and intent of the remaining content of such policy or procedure.

Any conflicts, questions, or ambiguities in City or departmental policies and procedures will be resolved by the City Manager. The City Manager may delegate rights and powers granted to him or her under these policies and procedures to the others as deemed appropriate in the City Manager's sole discretion.

2.4 MEDIA SPOKESPERSON

The City Manager will be responsible for handling all media inquiries. City Employees are required to refer all media inquiries to the City Manager. Failure to do so may result in discipline up to and including dismissal.

2.5 EQUAL EMPLOYMENT OPPORTUNITY

The City is an equal opportunity employer. Discrimination against any person in recruitment, examination, selection, appointment, rate of pay, promotion and transfer, retention, daily working conditions, testing and training, awards, compensation and benefits, disciplinary measures or any other aspect of employment because of age, race, religion, sex, national origin, citizenship, disability, genetics, veteran's status or other unlawful basis, is prohibited.

2.6 SEXUAL AND OTHER UNLAWFUL HARASSMENT

All City employees are entitled to a workplace free of unlawful harassment by management, supervisors, co-workers, citizens, and vendors. This means that each employee must be respectful of others and act professionally. City employees are also prohibited from harassing citizens, vendors, and all other third parties.



2.6.1 Sexual Harassment. All types of sexual harassment are prohibited. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or
- submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Sexual harassment does not require sexual attraction or interest. This policy prohibits sexual advances and requests for sexual favors, sexual jokes and innuendo; comments about bodies, sexual prowess, sexual preferences, sexual experiences or sexual deficiencies; leering, whistling, or touching; verbal abuse of a sexual nature, including insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures, including nudity and pornography; and all inappropriate conduct of a sexual nature, whether it be physical, verbal or visual conduct.

2.6.2 Other Prohibited Harassment. In addition to the City's prohibition against sexual harassment, harassment on the basis of any other legally protected characteristic is also strictly prohibited. This means that verbal or physical conduct that singles out, denigrates, or shows hostility or aversion toward someone because of race, religion, color, national origin, age, disability, genetics, veteran status, citizenship, or any other characteristic protected by law is also prohibited.

Prohibited conduct includes, but is not limited to, epithets, slurs and negative stereotyping; threatening, intimidating, or hostile conduct; denigrating jokes and comments; and writings or pictures, that single out, denigrate, or show hostility or aversion toward someone on the basis of a protected characteristic. Conduct, comments, or innuendoes that may be perceived by others as offensive are wholly inappropriate and are strictly prohibited.

This policy also prohibits while on duty or at work sending, showing, sharing, or distributing in any form, inappropriate jokes, pictures, comics, stories, etc., including but not limited to via facsimile, e-mail, cell phone or other electronic devices, social media, and/or the Internet, such as YouTube and Facebook. Harassment of any nature, when based on race, religion, color, sex, national origin, age or disability, genetics, veteran status, citizenship or any other characteristic protected by law is prohibited and will not be tolerated.



This policy applies to City employees interacting with other employees, citizens, vendors, and other visitors to the workplace.

2.6.3 Reporting and Handling Procedures. The City requires that employees report all perceived incidents of harassment, regardless of the offender's identity or position. Any employee who observes or otherwise learns of possible harassment in the workplace or who feels that harassment has occurred or has been subjected to conduct prohibited by this policy must report it immediately to your Department Director, the City Secretary, or the City Manager.

Any supervisor, manager, or Department Director who becomes aware of possible conduct prohibited by City policy must immediately advise the Department Director, City Secretary, or City Manager.

Under this policy, an employee may report to and/or contact the City Manager directly, without regard to the employee's normal chain of command.

Investigation. All reports of prohibited conduct will be investigated promptly and confidentially by the City Manager as possible. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have other relevant knowledge. All employees are required to cooperate with the investigation and to maintain confidentiality.

In case of complaints against the City Manager, the City Council shall undertake the investigation.

Retaliation Prohibited. Retaliation against employees who make a good faith charge or report of prohibited conduct or who assist in a complaint investigation is prohibited. Acts of retaliation must be reported immediately as set out above.

Responsive Action. Misconduct constituting harassment or retaliation will be dealt with appropriately and promptly. Discipline, up to and including dismissal will be imposed upon any employee who is found to have engaged in conduct prohibited by this policy. Likewise, disciplinary action will be imposed in situations where claims of prohibited conduct were untruthful, fabricated or exaggerated or when employees are untruthful during an investigation.

2.7 AMERICANS WITH DISABILITIES ACT

To ensure compliance with the Americans with Disabilities Act and Americans with Disabilities Act as Amended (ADAAA), the City offers equal employment opportunity to qualified individuals and strictly prohibits discrimination against qualified individuals on the basis of disability.



The City will provide reasonable accommodation to the known physical or mental impairments of an otherwise qualified individual with a disability if such reasonable accommodation will enable the individual to perform the essential functions of the position at issue. The City's obligation under this policy is limited to providing reasonable accommodations that will not result in undue hardship to the City.

Any employee seeking a reasonable accommodation for a disability that affects the employee's ability to perform the essential functions of the position shall make a written request to the City Secretary.

Employees who have a complaint involving potential violations of the Americans with Disabilities Act or ADAAA, including but not limited to harassment, discrimination, or failure to provide a reasonable accommodation, must immediately contact their immediate Supervisor, City Secretary, the City Manager or designee.

2.8 MEDICAL RECORDS PRIVACY

Federal law requires that the City maintain all employee medical information in separate, confidential files. Therefore, in addition to personnel files, the City maintains a separate medical file for each employee. Finance Department maintains these confidential medical files.

Examples of information that may be provided to the City by an employee or the employee's health care provider, and maintained in the confidential medical file, include:

- a note to justify an absence;
- a note to request a leave;
- a note to verify the employee's ability to return to work;
- medical records to support a claim for sick pay or disability benefits;
- insurance records;
- workers' compensation records; and
- medical history records

The City does not request genetic information from an applicant, employee, or health care provider. The City discourages health care providers from sending genetic information. Any genetic information inadvertently sent to the City will be returned to the employee or destroyed.

It is important that employees understand that the records are confidential but that the confidentiality may be waived when the employee provides medical information to the supervisor or Finance Director. When an employee provides information to the supervisor, the supervisor shall only share the information only on an "as needed" basis with other members of management.



In addition to protecting their own confidential medical information, employees must also respect the privacy and confidentiality of their coworkers' medical information. Employees are expected to use discretion and judgment when dealing with such information and are to refrain from passing along information, gossip, rumors or anything else that may constitute an invasion of a coworker's privacy or breach of confidence.

2.9 SEARCH POLICY

The City may conduct unannounced searches or inspections of the work site, including but not limited to City property used by employees such as lockers, file cabinets, desks, and offices, computer and electronic files, social media sites, cell phones, pagers, text messages, whether secured, unsecured or secured by a lock or password provided by the employee.

All searches must be authorized and conducted under the direction of the City Manager. Employees who refuse to cooperate with a search may be subject to disciplinary action up to and including termination.

2.10 POLITICAL ACTIVITIES

City employees will not be appointed or retained on the basis of their political support or activities. City employees are encouraged to vote and to exercise other prerogatives of citizenship consistent with State and Federal law and these policies. No City employee is prohibited from becoming a candidate for public office. However, City employees may not:

- Use the employee's position or office to coerce political support from employees or citizens.
- Use the employee's official authority or influence to interfere with or affect the result of a campaign issue, an election or nomination for public office.
- Use working hours or City property to solicit or receive any subscription, contribution or political service to circulate petitions or campaign literature on behalf of an election issue or candidate for public office in any jurisdiction.
- Hold an appointive or elective office of public trust where service would constitute a direct conflict of interest with City employment, e.g. City of Shavano Park City Council, Boards and Commissions and certain Bexar County offices. Upon being elected or appointed to such an office, an employee must immediately resign or will be dismissed upon failure to do so.



2.11 VALID DRIVER'S LICENSE REQUIREMENT

The City requires that every employee who operates a City owned [or leased] vehicle, or who drives a privately owned vehicle while carrying out job duties, maintain a current valid Texas driver's license and an acceptable driving record as determined by the City.

Driving records will be checked prior to employment and, at City discretion, periodically throughout the course of employment. Applicants and employees are required to provide the City with any authorizations necessary for the City to perform such a check.

When a special classification of driver's license is required to operate City equipment, it is the employee's responsibility to maintain the required license.



Section 3 – Employee Compensation and Benefits

3.1. PAY PLAN

The City pays wages and salaries based upon the nature of the job performed and are competitive to payment plans for similar positions in the surrounding area. Annual base salaries are determined by the City Council.

3.2. ALLOWANCES AND CERTIFICATES

Allowances (such as phone or vehicle) are determined each year during the City's budget process. Allowances are available to those employees at the determination of the City Manager and Council during the budget process. Speak with your Department Director or Finance Director for details on City allowances.

Certain qualifications (such as those for Fire, Police and Water Utility professionals) are recognized as beneficial to the City and may be awarded with certificate pay. Certificate pay amounts are determined each year by City Council during the City's budget process. Speak with our Department Director or Finance Director for details on City certificate pay.

3.3. INSURANCE BENEFITS

All regular, full-time employees and their dependents are eligible for enrollment in the City's insurance benefit plans upon employment; coverage begins on the first day of the month following the date of employment. This insurance is effective as long as the employee remains on the full-time payroll. The details of the City's insurance benefit plans are determined as a part of the City's annual budget process. Inquire with your Department Director or City Secretary for details on the City's current year insurance benefit plans.

3.4. GROUP HEALTH BENEFIT COVERAGE (COBRA)

COBRA is a Federal law that requires the City of Shavano Park to offer employees and their families the opportunity to extend temporarily their group coverage at group rates in instances where coverage under the employer's group health plan would otherwise terminate. *The employee is responsible for paying for the City's share of the premium in addition to current premium during a continuation of coverage under COBRA.*

Under COBRA, employees may elect COBRA continuation coverage for up to 18 months after termination of employment (unless the employee is terminated due to gross misconduct), or if an employee's hours are reduced so that the employee no longer qualifies for participation in the group health plan. Under other circumstances, COBRA coverage is available for up to 36 months



following a qualifying event. Employees must notify the City within 60 days of the occurrence of the employee's legal separation or divorce and of a covered dependent ceasing to qualify as a dependent under the medical plan.

Detailed COBRA notices are given to employees when an employee becomes eligible for participation in the City's group health plan and again when a qualifying event occurs. For more complete information on COBRA and your health plan, you should review your summary plan description or review a copy of the full health plan with the Finance Director.

3.5. EMPLOYEE ASSISTANCE PROGRAM (EAP)

Employee Assistance Program (EAP) provider is Deer Oaks EAP Services. They will provide EAP Services for all employees and their dependents. The EAP benefit covers 6 confidential short-term counseling visits and is at no cost to employees and their families. The City has pre-paid for this benefit for all employees and their dependents.

The EAP benefit is not only free to all employees and their dependents, but it is also confidential. Deer Oaks EAP has considerable expertise and clinical knowledge possessed by its clinicians and numerous convenient locations.

The EAP can assist with many different types of problems. Among these are stress, depression, anxiety, workplace difficulties, substance abuse, marital problems, family or parenting conflicts, grief, violence and unhealthy lifestyles. The EAP can also provide additional assistance with, and tools & referrals for:

- Childcare and Eldercare Resources with Referrals
- Financial and legal issues
- Free Interactive online simple will
- Retiree Assistance
- Moving Resources/Checklist
- ID Recovery

Deer Oaks EAP is available when you need it, 24 hours a day, 365 days a year. Deer Oaks will also coordinate with City of Shavano Park's Health Plan for cases that require treatment under your medical benefit.

For additional information or a referral to a provider located nearest you please call EAP toll-free at 1-866-327-2400. Online tools are available at: www.deeroakseap.com with login & password: shavanopark).



City of Shavano Park is committed to the health and well-being of its employees and their family members and encourages the utilization of this important benefit.

3.6. RETIREMENT

3.6.1. Texas Municipal Retirement System. The City participates in the Texas Municipal Retirement System (TMRS), which provides retirement benefits to eligible employees. All regular full-time employees are required to join TMRS. Employees completing five (5) years of employment will be vested in the TMRS. All regular employees working twenty (20) hours or more per week are required to participate in TMRS. Temporary employees, and part-time employees working less than one-thousand (1,000) hours per year, are not eligible to enroll in the retirement system.

Employees covered under TMRS are required to contribute 7% of the employee's pay to the member's account. The City of Shavano Park matches the employee contribution at a 2 to 1 rate. All amendments and additions to such system enacted by the City Council are continued in full force and effect. Employees are provided retirement benefits upon meeting TMRS eligibility and plan requirements. Specific TMRS plan requirements and provisions can be obtained from the City Secretary or TMRS.

3.6.2. Social Security. Your earnings from this job are not covered under Social Security. All employees must sign Form SSA-1945, *Statement Concerning Your Employment in a Job Not Covered by Social Security*, prior to employment (can be found on the City's servers in the shared drive at **S:\1 – Employment Forms**). This form explains the potential effects of two provisions in the Social Security law for workers who also receive a pension based on their work in a job not covered by Social Security.

3.7. WORKERS' COMPENSATION

Workers' compensation is designed to cover the costs associated with injuries resulting from identifiable and specific accidents, injuries or job related illnesses occurring during the course and scope of one's employment. It is not designed to cover ordinary diseases of life. All employees and volunteers of the City are covered by workers' compensation insurance.

An employee injured on the job may be eligible for workers' compensation benefits, which may cover the cost of hospitalization, doctors, treatment, prescription drugs and other related expenses, to include possible partial salary continuation.

Injuries not directly related to or caused by a specific accident or incident that occurred in the performance of the employee's job duties for the City, injuries occurring while an employee or



volunteer is working or volunteering for an employer or organization other than the City, and/or injuries occurring during self-employment, are not covered under the City's workers' compensation plan.

3.7.1. Accident and Injury Reporting Procedures

- 1) **If an employee is injured on the job or feels that he/she has an illness caused by work, he/she must stop working and report the condition to his/her Supervisor.** Failure to report such an injury or illness promptly may disqualify the employee from receiving benefits.
- 2) The supervisor may refer the employee for medical treatment, if necessary, from either the Shavano Park Fire Department EMS (dial 9-1-1 in emergencies) and/or the Approved Doctor List, as provided by the Texas Department of Insurance at **www.pswca.org/workers.html**. Every injury, regardless of its severity, must be reported by the employee to his/her Supervisor.
- 3) The employee's supervisor will initiate a thorough investigation into the cause and circumstances of the accident causing the injury, including interviewing all witnesses and preparing a detailed written report explaining the facts of the accident that occurred.
- 4) The supervisor must submit the *Employers First Report of Injury or Illness Form* (can be found on the City's servers in the shared drive at **S:\1 – Employment Forms**) and any other related information to the Director of Human Resources no later than twenty-four (24) hours after learning of the injury was reported or no later than 9 a.m. on Monday for injuries occurring over the weekend.
- 5) If the employee's supervisor has reason to believe that an injury has been reported that is not directly related to or caused by a specific accident or incident occurring in the performance of the employee's assigned job duties, the supervisor must advise Director of Human Resources of these circumstances. The decision of whether or not an injury will be covered by workers' compensation will be made by the Political Subdivision Workers' Compensation Alliance and not by the City.
- 6) For every doctor's office visit, the employee is required to obtain from his doctor a completed *Fitness for Duty Form* (can be found on the City's servers in the shared drive at **S:\1 – Employment Forms**), which includes the employee's diagnosis, when the employee is expected to be able to return to work, the employee's restrictions and the date of the employee's next appointment. It is the employee's responsibility to ensure that a copy of the *Fitness for Duty Form* is forwarded to their supervisor. Failure of an employee to report



an on the job injury to their supervisor may result in disciplinary action, up to and including termination of employment.

3.7.2. Returning to Work. The employee is to return to work immediately after treatment unless the employee's physician will permit neither regular duty nor modified duty. The employee must have a written release from the doctor to return to work and the release must specify any restrictions. The City does not guarantee the availability of a modified duty opportunity. However, the employee must accept any modified duty assignment that is offered, including an assignment in another department.

All modified duty assignments must be approved by the Director of Human Resources to ensure compliance with the City's policies, the physician's restrictions/release and with all applicable laws.

3.7.3. Reasonable Time Period. Subject to other restrictions, limitations and earlier terminations as applicable in particular circumstances, the City will hold open an employee's position, following an injury that occurred while performing official job duties or conducting City business, for a reasonable time period if holding the position does not result in undue hardship on the City. At the end of the reasonable period of time, should the employee still be unable for any reason to perform the essential duties of the job, with or without accommodation, the employee's position may be filled and the employee may be considered for a vacant position for which the employee is qualified and released from the physician to perform. If no vacant position is available for which the employee is qualified, if not selected to fill the vacant position or if the employee declines to accept another position, employment with the City will be terminated.

3.8. TRAVEL COMPENSATION

The City will pay for, or reimburse, all reasonable and necessary expenses incurred by an employee when the employee travels on City-related business in accordance with this policy. All travel must be approved in advance by the employee's Department Director (or designee), unless otherwise stated in this policy. All out of state travel must be approved by the City Manager. Department Directors shall travel expenditures comply with procedures as outlined and review and approve all necessary documents concerning travel.

Itemized receipts must be provided for all expenses, except meals and incidental expenses. Receipts must be an itemized copy from the vendor and not just the credit card slip/balance due. *Failure to submit itemized receipts will render those expenses non-reimbursable.* Employees should use the most economical means available when using City funds.



3.8.1. Transportation. The most efficient and economical mode of travel must be used. Air travel arrangements are to be made by each department. Air travel must be booked at the most discounted fare basis whenever possible. When authorized, an employee using a personal vehicle on City business shall be paid the IRS mileage reimbursement rate in effect at the time of travel. The City does not compensate travel mileage for a trip under 50 total miles. In instances of approved private vehicle use, reimbursement will also be made for mileage tolls and parking fees. Receipts are required for toll and parking fees, as well as for taxi cabs, limos, and other modes of transportation. The City will pay for rental vehicles upon written approval of the City Manager.

3.8.2. Pay for Travel. Non-exempt employees are paid their normal hourly pay rate for time spent traveling while conducting City business. If the travel occurs during the normal working hours of a non-exempt employee, even on nonworking days, the time is compensable. Travel time that occurs outside of regular working hours where the employee is a passenger and free to relax does not count as hours worked. However, if the non-exempt employee is required to drive or perform pre-approved work by their Director, then the time is compensable. Home-to-work travel is not compensable hours worked. Travel time as a passenger outside of regular working hours is not considered work time.

3.8.3. Lodging. Expenses for lodging are to be at the single room rate, unless an employee is approved in advance for double occupancy. Extra charges for room service will not be paid by the City. An itemized hotel receipt must be provided, including an itemization for any room service charges to be paid/ reimbursed by the City.

3.8.4. Meal Allowance. The City will pay an employee's actual expenses as authorized within this administrative directive, except for meals and incidental expenses (M & IE). Meals and incidental expenses will only be paid on a per diem basis and based on rates established by the U.S. General Services Administration for the current fiscal year (www.gsa.gov). If neither the city nor county is listed, the rate for meals and incidental expenses will be the standard CONUS destination rate.

3.8.5. Non-Allowable Expenses. Expenses or charges for the following will not be reimbursed and must be paid for by the employee:

- a. In-hotel pay television, movies or other entertainment
- b. Dry cleaning and laundry;
- c. Health club and spas;
- d. Expenses of a spouse;
- e. Alcoholic beverages;
- f. Personal long distance telephone calls; and
- g. Other items of a personal nature.



3.8.6. Compliance. Abuse of this policy, including falsifying expense reports or submitting false claims, will result in disciplinary action, up to and including termination of employment.

3.9. DEFERRED COMPENSATION

Participation in a 457 Deferred Compensation program is offered through the City's relationship with the International City/County Management Association (ICMA) Retirement Corporation.

The program provides regular employees the option to defer part of their salary for payment at a future date. The deferral allows the employee to enjoy a tax savings by reducing their taxable income and therefore their tax liability in the year of the deferral. Deferred income is taxable upon receipt of the benefits. All deductions must be made in accordance with a signed participation agreement. More information on this plan can be obtained from the Finance Director.

3.10. TUITION REIMBURSEMENT PROGRAM

As the budget permits, the City may elect to reimburse a regular full-time employee for tuition, books and fees for pursuing a course of study to improve his/her skills and knowledge in a discipline directly related to his/her position. An employee who is considering such a course of study should meet with the Finance Director for the availability of these benefits for the fiscal year. Department Directors shall determine if a course is directly related an employee's position and forward a recommendation for reimbursement to the Finance Director. In order to qualify for reimbursement, an employee must present a copy of the receipt showing that the tuition has been paid and a report card showing a final passing grade for the course.

The City may reimburse up to \$150 per course not to exceed four courses per calendar year or \$600 a calendar year towards a trade school to each full time employee who provides the proper documentation. Employees cannot "bank" additional courses beyond the four courses per calendar year limit from one calendar year to another.

3.10.1. Requirements.

- a. Employee must be pursuing within their current work related position excluding all pre-requisite/basic courses, a college diplomat at an accredited college or university or pursuing a GED or a trade school certification.
- b. Employee is eligible for reimbursement up to 2 courses per semester.
- c. Must pass the course with at least a "C" grade.
- d. Must be an active employee on City payroll at the time of reimbursement request.
- e. Reimbursement request must be submitted within 30 days of completion of courses.
- f. Eligible items for reimbursement include: Tuition, Official College & university fees such as lab, library, technology, etc., and Books.



3.10.2. Procedure.

- a. After final grades are distributed—submit copy of grades and a copy of all paid invoices and other pertinent documents to the Department Director. The Department Director will forward through the Finance Director, the packet with a recommendation to the City Manager for approval or disapproval,
- b. City Manager will review and approve all submissions delivered from Department Directors.



Section 4 – Staffing and Development

4.1. PERSONNEL RECORDS

The Human Resources Office will maintain all personnel records for active employees. Personnel records of inactive employees will be maintained in accordance with the City's Records Management Policy. Personnel Records for Public Safety employees will be kept in accordance with State and Federal law.

An employee's personnel records are available for inspection by the employee. The employee, the employee's immediate supervisor, the Department Director, the City Manager or their designee, the Mayor and City Council members are authorized to view an employee's personnel file.

Department Directors and other City employees are not permitted to release information regarding a former employee's employment with the City of Shavano Park. Public Information Requests on employee records should be forwarded to the City Secretary and will be handled in accordance with State law.

4.2. RECRUITMENT AND SELECTION

As an Equal Opportunity Employer, the City of Shavano Park will conduct its staffing activities in accordance with State and Federal laws and regulations. The City of Shavano Park will not unlawfully discriminate in either selection or advancement of any employee or prospective employee.

Job Vacancies. Department Directors fill out a *Job Vacancy Request Form* (can be found on the City's servers in the shared drive at **S:\1 – Employment Forms**) and forward the form to the City Manager for review and approval. The job vacancy announcement is then forwarded to the City Secretary for posting. The City Secretary will post the position and will advertise the job vacancy on the City's official website, as well as other media as deemed appropriate.

All City employees who meet a job's qualifications are encouraged to apply for the job posting on the City's official website. Individuals, and current employees, applying for a vacant position will be required to complete the official *City of Shavano Park Application for Employment Form* (can be found on the City's servers in the shared drive at **S:\1 – Employment Forms**). Applicants will be allowed to submit resumes on the condition that the City may require a formal application for the official file.

Department Directors are also strongly encouraged to advertise the vacancy at academic institutions, trade schools, in trade journals and other publications as well as other media as deemed



appropriate by the City Manager which may generate candidates for the vacancy. The City Secretary will assemble the applications/resumes from interested individuals and forward them to the Department Director for evaluation and interviews. The Department Director will forward to the City Secretary all applications including the top three candidates for final processing and background investigation. The Department Director will present recommendations to the City Manager for final determination of an employment offer to a candidate.

4.3. NEPOTISM

No person related up to the 2nd degree by marriage or 3rd degree by blood kinship to the City Manager, Mayor, or any member of the City Council, shall be appointed to or employed in any position in the City. No person related up to the 2nd degree by marriage or 3rd degree by blood kinship to any employee of the City of Shavano Park shall be employed in any position within the same department. Figure 4.2 lists blood kinship and marriage degrees of relationship.

Figure 4.3. Blood Kinship & Marriage Relationships prohibited by City.

Blood Kinship	1st Degree	Father & Mother, Son & Daughter
	2nd Degree	Grandfather & Grandmother, Brother, Sister, Grandson & Granddaughter
	3rd Degree	Aunt, Uncle, Niece, Nephew, Great Grandson & Great Grand daughter, Great Grandfather & Mother, Cousins
Marriage	1st Degree	Spouse, Father-in-Law, Mother-in-Law, Daughter-in-Law, Son-in-Law
	2nd Degree	Spouse's Grandfather & Grandfather, Brother-in-Law, Sister-in-Law, Spouses' Grandson & Granddaughter, Brother / Sister's Spouse and Spouse's Cousin

In the event of a marriage between two City employees, a promotion, reorganization, or any other situation giving rise to a relationship prohibited by this policy, one or both of the affected employees must immediately seek a transfer to another available position within the City for which the employee is qualified. If a suitable transfer cannot be made within ninety (90) days of the event giving rise to a relationship prohibited by this policy, one or both of the affected employees will be required to resign from employment.



4.4. ORIENTATION

Individuals selected for employment with the City of Shavano Park must complete an orientation session. The City Secretary and Finance Director will provide information about employment with the City to include personnel policy information. Meetings will be scheduled with senior staff for additional operational overview.

4.5. ASSESSMENT PERIOD

Prior to being designated as a permanent regular employee, an employee shall go through an assessment period of ninety (90) days after first day of employment. The assessment period provides a specific time frame for supervisors to monitor, evaluate and assist an employee in adjustment to service with the City of Shavano Park. The assessment period allows for identification and retention of employees who demonstrate the skills and meet the performance levels required of various positions.

The Department Director and subordinate supervisors are responsible for evaluating the job performance of the new employee using the *Performance Appraisal Form* (can be found on the City's servers in the shared drive at **S:\1 – Employment Forms**). Upon commencement of employment, supervisor and new employee will review the position job description and the performance evaluation criteria to be used during the assessment period. During the assessment period, supervisor and new employee will periodically review work performance and outline satisfactory or unsatisfactory performance. Supervisor must note areas of improvement recommended for continued employment. The employee should be advised before the end of the assessment period whether or not he/she will be retained or terminated. If an employee is to be retained, a *Personnel Action Form* is sufficient notice of retention. If the employee is to be terminated, the *Personnel Action Form* effecting the termination must be accompanied by the appropriate documentation.

4.6. EMPLOYMENT STATUS (CLASSIFICATION)

The City classifies City employees for the purpose of employment status and benefit eligibility as follows:

- a. **Assessment Period.** A full-time or part-time employee during the performance orientation period of initial employment, promotion, or transfer. This period lasts ninety (90) days.
- b. **Regular full-time.** An employee in a budgeted position with an officially scheduled work week of 40 hours or more each workweek (except for certain Fire and Police shift personnel who have



different work cycles) who has successfully completed the initial orientation period. Generally, regular full-time employees are eligible for the City's full benefits package, subject to the terms, conditions, and waiting periods of each benefit program. Regular full-time employees are required to participate in the Texas Municipal Retirement System (TMRS).

- c. **Regular part-time.** An employee in a budgeted position with an officially scheduled work week of 20 or more hours but less than 40 hours who has successfully completed 3 months of active service with the City. Regular part-time employees who regularly work more than 20 hours per week accrue certain benefits on a pro rata basis and, who work at least 1000 hours in a year, are eligible to participate in Texas Municipal Retirement System.
- d. **Temporary.** An employee who is employed for only a specific time period, for a special assignment, or as an interim replacement. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary and seasonal employees retain that status unless and until notified of a change in writing by the City Secretary. Temporary and seasonal employees receive all legally mandated benefits (such as workers' compensation insurance coverage), but are not eligible for the City's other employment benefits. Temporary employees who are placed with the City but who are actually employed by a temporary staffing agency must look to the temporary staffing agency to determine what benefits are provided. Such employees are not eligible for benefits from the City and are not eligible for participation in TMRS.
- e. **Reserve Firefighters / Police.** An employee who is employed by the City for select shifts in the Fire and Police Departments. A Reserve Policeman or Firefighter does not receive any compensation or earn any benefits for shifts worked. Reserve Policeman or Firefighters do fall under the City's Workers' Compensation while on duty. Reserve Policeman must work a minimum of 24 hours in a month to maintain Reserve Police status with the City of Shavano Park.
- f. **Volunteers.** Volunteers are not employed by the City in any capacity. Volunteers elect to donate their time and services as a volunteer for the City without any expectation of compensation. Volunteers are not paid, are not entitled to any benefits, but are covered by worker's compensation.

In addition to being in one of the above categories, each employee is also designated as either exempt or nonexempt from Federal and State wage and hour laws. Employees are informed of their status as exempt or nonexempt at the time of their initial employment, or subsequently if their classification changes for any reason. An employee's exempt or nonexempt classification may be changed only upon written notification by City Secretary.

Employees may also be classified as Shift or Non-Shift employees. Non-Shift employees are nonexempt employees who work during normal City hours of operations (8 a.m. to 5 p.m. Monday through Friday). Shift employees are nonexempt employees who follow a work schedule that is



outside of the typical 8 a.m. to 5 p.m. business day. Ask your supervisor to if you are unsure of your status as a shift or non-shift employee.

4.7. TRAINING AND DEVELOPMENT

To meet individual and organizational needs, the City will provide training and development opportunities to encourage performance, prepare employees for new or increased responsibilities, extend opportunity for growth and development, and promotion of the most qualified individuals.

4.8. OUTSIDE EMPLOYMENT

The acceptance of another job while in the employment of the City of Shavano Park is permissible as long as the following considerations are met:

- a. The full-time employee must notify their supervisor with the *Outside Employment Form* (can be found on the City's servers in the shared drive at **S:\1 – Employment Forms**) and receive written approval from the City Manager prior to the acceptance of other employment and whenever the nature of such employment changes. A copy of the written approval shall be kept in the employee's personnel file.
- b. Outside employment may not conflict with the best interest of the City.
- c. Outside employment must be terminated if it adversely affects the employee's attendance or performance of the employee's duties.
- d. An employee who refuses to discontinue outside employment is subject to release, based on prior warning by the supervisor.
- e. Employees may work a secondary job up to twenty-four (24) hours a week with verbal notification to supervisor.

4.9. ANNUAL PERFORMANCE REVIEW

All employees of the City of Shavano Park will be evaluated on an annual basis. The performance evaluation period will commence on March 1st of each calendar year and ending on the last day of February of each calendar year. The process for employee evaluation is as follows:

- a. The evaluation period will be for the period beginning March 1st and ending on the last day of February.
- b. Supervisor and employee will meet in March of each year to review the *Performance Appraisal Form* (can be found on the City's servers in the shared drive at **S:\1 – Employment Forms**). The form will outline evaluation criteria and job expectations established for the position occupied by the incumbent. Supervisor and employee will sign the *Performance Appraisal Form*.



- c. Department Directors will review and approve the *Performance Appraisal Form*.
- d. Final approval of the City Manager is required.
- e. During the evaluation period, supervisor and employee will periodically review work performance and outline areas of unsatisfactory and satisfactory performance.
- f. During the final month of the evaluation period the supervisor will complete the final performance evaluation for review by the Department Director. If the employee disagrees with the final evaluation, employee may discuss the evaluation with the Department Director.

All records maintained by the Human Resource Office in connection with the performance of individual employees shall be considered confidential. Access to performance records is limited to the employee, his/her immediate supervisors, and individuals authorized by the City Manager.

4.10. PROMOTION / DEMOTION / REASSIGNMENT / TRANSFERS

Dependent on the staffing plan and on available positions, promotions, demotions, reassignments and reclassifications will be made on the basis of skills, abilities and demonstrated performance of City employees.

4.10.1. Promotion. Promotion of all employees will be accomplished after careful consideration and thorough review of an employee's qualifications, performance appraisals, work history, and demonstrated abilities. A promotion shall take effect with as little undue disruption of departmental operation as possible. Promoted employees shall serve a ninety (90) day evaluation period effective the date of promotion. Employees who fail to complete the evaluation period shall have their promotion revoked and returned to a position equal to the one held prior to the promotion where possible. All promoted employees shall receive all rights, privileges, benefits and responsibilities attendant to the position. Employees are not eligible for promotion during the evaluation period without special approval from the City Manager.

4.10.2. Demotion. Demotion of all employees may be accomplished at any time an employee fails to meet performance standards for his/her position. Before demotion, an employee must be informed of and understand the standards by which he/she is being judged. Before demotion, an employee, if possible may be counseled and given sufficient time to correct any existing deficiencies.

4.10.3. Reassignment. Voluntary reassignments may be requested by an employee. Lateral reassignments may be initiated by a Department Director when the best interest of the City is served by such action.

4.10.4. Transfers. To provide maximum opportunity for advancement to all employees and to promote optimum staffing, the City will encourage the transfer of employees between City



departments. No acts of discrimination shall result from transfer requests. All employees are eligible to apply for transfers to currently vacant positions and will be given preference over other applicants not currently employed by the City.

4.11. SEPARATIONS / EXIT PROCESS

A Department Director may recommend the termination of an employee for cause and must furnish the City Manager with an explanation for the recommendation of dismissal. The City Manager will make the final determination on the dismissal of an employee.

Resignations. An employee who chooses to resign must submit a resignation in writing to the Department Director at least ten (10) working days before the effective date of the resignation. An employee who gives less than ten (10) working days' notice may forfeit eligibility for rehire and unused annual leave. After approval by the Department Director, the resignation will be forwarded to the City Secretary with any other appropriate documentation.

Exit Process. The exit process consists of the following steps:

- a. Inform your supervisor in writing of intent to separate employment with the City.
- b. Department Director/supervisor will ensure that all issued City property, to include all City identification badges and uniforms is returned.
- c. The Department Director will schedule for the employee a meeting with the City Secretary so the employee can receive information on benefits, etc.
- d. In cases where issued equipment is not returned – the City may recover cost through payroll deduction.
- e. **Exit Briefing** – regardless of the reason for the separation of employment with the City of Shavano Park, the employee is required to complete an exit briefing. The exit briefing will be conducted by the City Secretary. The briefers will complete the *Exit Briefing Form* (can be found on the City's servers in the shared drive at **S:\1 – Employment Forms**), which will be shown to the employee. The employee will then complete page two of the *Exit Briefing Form*. After the briefing, the City Secretary will be required to complete a report that outlines the discussions held during the exit briefing.

The purpose of the exit briefing is to finalize all compensation due to the employee, return city equipment, provide explanation of any continuing benefits, to review time employed and provide the employee the opportunity to provide feedback.



Section 5 – Time and Attendance

5.1. TIME AND ATTENDANCE

Normal working hours for most regular full-time employees, including non-shift employees in the Fire and Police Departments, are Monday through Friday, 8:00 a.m. to 5:00 p.m. with one hour for lunch, for a total of forty (40) hours per work week. Fire Department shift personnel work 24-hour shifts with shift hours from 7:30 a.m. to 7:30 a.m. the following day. Police Department shift personnel work 12-hour shifts with shift hours from 6 a.m. to 6 p.m., and 6 p.m. to 6 a.m. respectively. Public Works / Water Department employees' normal working hours are 8:00 a.m. to 5:00p.m. with additional on-call status periods for non-normal working hours as determined by the Department Director.

Employees shall generally not work in excess of forty (40) hours per work week without the prior approval of a Department Director. Department Directors have authority to slightly modify standard 8:00 a.m. to 5:00 p.m. work day times to accommodate employees.

For time recording purposes, Department Directors are required to log the actual hours worked by each employee within their department. This log will be the basis for processing payroll and compensation for employees. The Department Director or designee validates the number of hours worked by all employees for compensation to be received. Each Department Director or designee is responsible for ensuring that all hours worked and leave time taken are reported in the individual department's records and the employee's personnel file.

Employees are required to be at their place of work in accordance with departmental work schedules. Any employee who fails to report, is habitually tardy, leaves the work place without prior authorization or misuses leave may be subject to disciplinary action. All departments shall maintain attendance records and Department Directors are responsible to submit this documentation to the Finance Office during the payroll period. The Finance Office shall have the responsibility to account for leave accruals and leave utilized by City employees.

5.2. BREAKS

The City allows rest breaks as authorized by an employee's immediate supervisor during the course of each work day to prevent undue fatigue and comply with applicable laws.

Rest Breaks. Full-time employees may, depending on individual departmental work schedules and the discretion of their supervisor, take up to two fifteen minute, paid breaks each day, one during the first part of the work day and the other during the latter part of the work day. Breaks may not be combined. Time spent on rest breaks will be compensated as hours worked. An



employee is expected to be punctual in starting and ending breaks and will be subject to disciplinary action for tardiness.

Meal Periods. Full-time employees (excluding most Police and Fire Department employees) are normally provided a one-hour unpaid meal break near the middle of the workday. Meal periods may be staggered by the Department Director in order to minimize departmental interruption. Supervisors will provide employees with the starting and ending times for their specific meal periods. Employees will be relieved from work responsibilities during unpaid meal breaks. Employees may not extend meal breaks beyond their assigned period.

Break Time for New Mothers. Nursing mothers will be provided with reasonable unpaid break time to express breast milk for up to one year after the birth of a child in accordance with applicable law. If an employee needs time beyond the usual lunch and break times, the employee may use vacation or make up time as approved by supervisor. Employees and supervisors are expected to agree, in advance, upon a break schedule and how the time will be counted or made up. A private room will be provided for nursing mothers to use. Employees who have a private office may use it if they prefer.

Supervisor Responsibility. Supervisors are responsible for scheduling the time for employee rest and lactation breaks and should take into consideration the work load and nature of the job performed. Whenever necessary, the supervisor may change the frequency and length of rest breaks.

Practices Not Permitted. The following practices are not permitted uses of rest breaks:

- combining two daily breaks into one thirty (30) minute rest break;
- "banking" rest period time from day to day;
- saving rest period time to extend lunch periods or shorten the scheduled work day; or
- requesting compensatory time off or overtime pay for work performed during rest period time.

5.3. OFFICIAL HOLIDAYS

The Official Holidays will be approved annually by City Council and be updated in this handbook subsequent to City Council approval. See Attachment B – "Official Holidays. If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.



Ineligibility for Holiday Pay. Non-Police and Fire employees who are absent without authorized leave on the day immediately preceding or following a scheduled holiday will not be paid for the holiday.

Holiday Occurring During Vacation Leave. A holiday that falls within an employee's vacation period will be counted as holiday in lieu of a day of vacation.

Separating Employees. Except in extraordinary situations, separating employees will not be allowed to use a holiday as their final day of employment. Exceptions must be scheduled and authorized in advance by the Department Director.

Other Religious Holidays. Employees may request an approved absence to celebrate a religious holiday that is not a scheduled City holiday. If approved, the employee must charge the time to vacation, compensatory time, or an excused absence without pay.

Holiday Pay During Workers' Compensation Leave. An employee on worker's compensation leave will receive holiday pay.

Fire and Police Holiday Compensation Time. Police Officers and Firefighters who are shift employees (ask your supervisor if you are not sure of your status) accrue 8 hours of Holiday time for City Holidays. This Holiday time can be accrued to a maximum of 168 hours. Any Holiday time accrued below the 168 hour cap can carry over into the next fiscal year. Holiday Compensation time should be used prior to using vacation leave. Holiday Compensation time, when used by a Fire or Police shift employee, counts towards hours worked for the purposes of overtime. This Holiday compensation occurs whether or not the employee was on duty for the Holiday for any reason other than an unauthorized absence. If a Police or Fire employee is absent without authorization during a Holiday, they do not receive the Holiday time accrual.

5.4. OVERTIME AND COMPENSATORY TIME

5.4.1. Overtime. The City's policy is to keep overtime to a minimum. All overtime shall, except in emergencies, have prior written approval by the Department Director. Overtime compensation is paid to all non-exempt employees in accordance with Federal and State wage and hour requirements. Exempt employees are not paid overtime compensation.

Non-exempt. When the City's operating requirements or other needs cannot be met during regular working hours, non-exempt employees may be scheduled to work overtime, at the request of the Department Director. When possible, advance notification of mandatory overtime assignments will be provided. Overtime assignments will be distributed as equitably as practical to all non-exempt employees qualified to perform the required work. Refusal or other failure to work



mandatory overtime may result in disciplinary action up to and including termination of employment. Overtime work is otherwise subject to the same attendance policies as straight time work.

Official City Holidays falling during the normal work week, Monday-Friday, are counted as hours worked towards overtime pay for non-shift employees. Holiday Compensation Time for Police and Fire shift employees are counted as hours worked towards overtime pay. No other forms of leave besides Jury Duty (page 35) is considered towards overtime pay.

Generally, except for Fire and Police Department shift employees, overtime pay for non-exempt employees is at the rate of 1-1/2 times the employee's regular hourly rate of pay for hours actually worked in excess of 40 in the City's workweek. (The City's workweek begins at 8:00 on Monday and ends at 8:00 the following Monday.) An employee's regular hourly rate includes all pay incentives, such as longevity, assignment pay, etc. Fire personnel are paid overtime based on a work cycle of 27 days and Police personnel are paid overtime based on a work cycle of 14 days under Section 207(k) of the FLSA.

5.4.2. Compensatory time. Compensatory time off (Comp time) may be awarded by the Department Director in lieu of overtime for employees who worked more than forty (40) hours in a work week. Compensatory time is awarded at a rate of one and one-half (1 ½) times the number of hours worked in excess of forty (40) hours. Compensatory time used during the week is taken at a 1:1 ratio. The City discourages the accumulation of compensatory time because of its potential burden to City finances. Compensatory time off may be awarded in all overtime situations for non-exempt employees except in the following situations: after hours call-backs; public emergency; or with the approval of the City Manager. Compensatory time is ideally suited for times when several hours are needed during the working day for personal business which is approved by the Department Director. Compensatory time is not available to exempt employees.

Employees may bank up to 40 hours maximum of accrued time.

Payment of Compensatory Time. All employees who are reclassified from a non-exempt position to an exempt position will be paid all accrued comp time upon approval of the reclassification and will cease to be eligible for any additional overtime and /or comp time. Upon leaving employment with the City, a non-exempt employee will be paid for unused comp time at the employee's current hourly rate.

Flex-time Work Schedule. In situations where overtime payment is not feasible due to budgetary constraints, the Department Director or supervisor must consider flexing the employee's work schedule in an effort to minimize the need for overtime compensation. Flexing must be completed



within the same workweek or work cycle that the overtime was worked and must be accurately reflected on the affected employee's time record.

Exempt employees. Exempt employees are not eligible to accrue compensatory time. Exempt employees are those who are not covered by the overtime requirements of the FLSA. Accordingly, exempt employees are not entitled to overtime compensation for work performed beyond 40 hours in a workweek. Exempt employees are expected to put in the hours necessary to complete their assignments with an acceptable level of quality in a timely manner.

5.5. POLICE NIGHT SHIFT DIFFERENTIAL PAY

In addition to base pay, Police Officers shall be entitled to receive shift differential pay in an amount set out in the City Budget per pay period if they are regularly scheduled to work more 80 hours or more for that pay period between the hours of 6:00pm and 6:00am.

If an officer works a full pay period between 6:00pm and 6:00am and is needed to assist with day shift coverage they will continue to receive shift differential for that pay period.

Alternatively, if an officer works a full pay period between a 6:00am and 6:00pm and is needed to assist with night shift coverage they will likewise continue to receive shift differential for that pay period. There will be double payment of night shift differential pay for a full pay period to both the regular night shift officer using approved leave and the regular day shift officer covering for that pay period.

All shift differential hours and pay must be pre-approved by the Police Chief and will be accumulated, recorded and paid in compliance with the approved budget.

5.6. ON-CALL AND CALL-BACK COMPENSATION

The City provides for after-hour service needs by allowing some departmental operations to designate certain non-exempt employees to be on-call. Employees designated to be on-call are expected to respond to departmental after-hour service needs as required by procedures established by their Department.

Return to work provisions. After regularly scheduled working hours, on-call employees are free to pursue personal activities but must respond to a call back (via paging, phone, or radio) within designated guidelines set by their Department. Employees designated as on-call must be fit, both mentally and physically, to accomplish on-call services needed within the time frame required. An employee is considered officially scheduled and designated as on-call only when approved by the supervisor in accordance with procedures established by the Department.



Compensation. On-call status is not considered time worked and is not compensable unless the employee actually responds to a call back. On-call employees called back to the workplace will be compensated for call-back time at a rate of one and one-half (1½) times their base rate. Employees will be compensated only for actual hours worked during a call-back. Employees who have worked a less than forty (40) hours during the work week, will be compensated at their base rate of pay for the call-back time worked. Holiday leave and jury duty leave counts towards the 40 hours worked for 1½ times call-back compensation.

Departmental Policies. Each Department has its own internal procedures for handling on-call services. Departments may establish guidelines for varying levels of response to call-back situations depending upon the nature and importance of the services to be completed.

5.7. EMERGENCY CLOSINGS

Except for extraordinary circumstances, City offices *do not close*. All City employees, whether exempt or nonexempt, are expected to make a sincere effort to report to work during inclement weather conditions or other emergency situations.

If an employee determines that the weather conditions constitute a danger to life and/or property, the employee must notify their Department Director and make arrangements to report to work if weather conditions improve. Any leave taken due to inclement weather can be flexed or charged to vacation or comp time. Regular full-time and part-time nonexempt employees who are unable to flex their time and who have accrued no vacation or compensatory time will not be paid for time missed.

When weather or other conditions are such that the City Manager declares certain City offices/departments officially closed, all affected personnel, i.e., those non-essential employees who were scheduled to work during the time of closure, will be granted “administrative leave” for the time the office/department is closed. Essential personnel required to be on the job regardless of adverse weather or other conditions are designated by the Department Director and/or City Manager. Essential personnel who fail to report to work may be subject to disciplinary action up to and including termination of employment. Employees are required to sign an acknowledgement form that they have received notice of their designation of essential or non-essential status.

5.8. ANNUAL LEAVE

The City of Shavano Park allows full-time employees to accrue and take leave for vacation, illness or other personal matters. This leave accrues monthly following completion of the initial ninety (90) day assessment period. Unused balances may be carried over to the next calendar year up to



a maximum of 160 hours. Annual leave is paid out at the time of the employee's separation, with up to 160 hours paid. Annual leave hours over 160 hours at the time of separation will not be paid out and must be used or forfeited. 24-hour-shift employees (non-exempt) in the Fire Department may accrue up to 224 hours to carry over to the next calendar year and/or be paid out at time of separation.

The City will not pay unused annual leave hours in cases where an employee fails to provide a two (2) week notice to the City that they are leaving employment.

In no event shall any employee have more than 160 hours or (224 hours for 24-hour shift employees) annual leave banked at the end of any calendar year.

All full-time regular employees shall accrue annual leave at their regular rate of pay as follows:

ALL FULL-TIME REGULAR EMPLOYEES		
Years of Service	Hours per Pay Period	Total Accumulated Hours per Year
0 – 3 Months	0	--
4 months to less than 1 year	3.08	Varies based upon Hire Date
1 – 4 years (end of year)	3.08	80
5 – 9 years (end of year)	4.62	120
10 years and over	6.16	160

All 24-hour-shift employees (non-exempt) shall accrue annual leave at their regular rate as follows:

ALL 24-HOUR-SHIFT EMPLOYEES		
Years of Service	Hours per Pay Period	Total Accumulated Hours per Year
0 – 3 Months	0	--
4 months to less than 1 year	4.31	Varies based upon Hire Date
1 – 4 years (end of year)	4.31	112
5 – 9 years (end of year)	6.46	168
10 years and over	8.62	224

An employee is allowed up to take up to two (2) calendar weeks of annual leave (including holidays) as a block without approval of the City Manager's Office. Any continuous block of leave over two (2) weeks must be authorized by the City Manager's Office. Official holidays which occur during an employee's vacation leave will not be charged to the employee's annual leave.



Leave processing will be done in compliance with the following established procedures:

1. Leave must be requested by using the City's *Leave Request Form*. Forms are available from the Department Director and the Director of Human Resources.
2. Department Directors may approve/disapprove the annual leave request. If the request is disapproved, the Department Director must specify why on the request form.
3. If a conflict arises in request for vacation time, Department Director will determine a resolution based upon mission requirements.
4. After approval by a Department Director, a copy of the leave form will be forwarded to the Finance Office with the bi-weekly time sheet.

City employees whose vacation leave is excess of 80 hours for regular full-time (or 144 hours for non-exempt employees assigned to a 24 hour shift schedule), can opt to donate a portion of their vacation leave to the Sick Leave Pool established by the City under *City Policy No. 12*. For questions on how to contribute or withdrawal from the Sick Leave Pool contact the Director of Human Resources.

5.9. SICK LEAVE

Sick leave is to prevent a loss of income because of a non-job related illness or injury for the employee or to care for another person in their household (including maternity and paternity care) to the extent of the total number of hours the employee has accumulated. Intent is not to use sick leave as vacation time. Sick leave for doctor's appointments should include only time related to the appointment. Employees should attempt to schedule doctor's appointments to minimize absence from work. Pay for each hour of sick leave utilized will be calculated at the employee's straight time hourly rate.

An employee who is scheduled for overtime work and is absent due to illness or injury shall not be entitled to sick pay for that scheduled overtime period. Also, sick leave will not count towards overtime hours worked, an employee must physically work forty (40) hours for the week. Sick leave will not count toward the forty (40) physical hours worked requirement.

Sick leave shall be accrued by a full time employee on the basis of four (4) hours of sick leave per pay period for a total of thirteen (13) days per year. Firefighters shall accrue 5.6 hours sick leave per pay period. If an employee is on leave without pay for more than fifteen (15) cumulative working days in any one month, leave credit is not earned for that month. Sick leave accrual is capped at 720 hours for non-shift employees. The sick leave accrual cap for shift employees in the Fire and Police Departments is capped at 1008 hours.



Sick leave used during the assessment period requires medical documentation by an attending health care provider. Sick leave resulting in an employee missing work may also require a doctor's note at the Department Director's discretion.

If an employee's accrued sick leave has been exhausted, annual leave will be used as sick leave upon request of the employee. An employee also has the option of withdrawing leave from the Sick Leave Pool established by *City Policy No. 12*. For questions on how to contribute or withdrawal from the Sick Leave Pool contact the Director of Human Resources.

When absence due to illness exceeds the amount of total paid leave earned and authorized, the pay of an employee shall be discontinued until the employee returns to work. (The employee will be placed on unpaid leave after the paid leave runs out.) Sick leave cannot be advanced. Employees who become ill during annual leave may request the annual leave be temporarily terminated and time charged to sick leave, provided a doctor's statement of illness is submitted to the Department Director upon returning. Any sick leave balances remaining at the time of an employee's separation will be forfeited and not paid.

5.10. FAMILY AND MEDICAL LEAVE

The City shall provide authorized leave for family and medical reasons to eligible employees in accordance with the provision of the "Family Medical Leave Act" (FMLA) of 1993 and any subsequent amendments.

Eligibility. In order to be eligible for leave under the FMLA, an employee must:

- Have been employed for at least 12 months at any time by the City of Shavano Park prior to the commencement of the leave (12 months need not be consecutive);
- Have worked for the City at least 1,250 hours during the 12-month period immediately prior to the commencement of the leave; and,
- Have a qualifying condition, as defined in below.
- Temporary employees are **not** eligible for family leave.

Qualifying Condition.

- Birth or placement for adoption or foster care of a child (only within 12 months of the birth or placement);
- The employee's own serious health condition that makes the employee unable to perform the functions of his/her job; or
- A serious health condition of a spouse, child (including step-child), or parent; or
- Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a military member on covered active duty; or



- To care for a covered service member with a serious injury or illness if the employee is the spouse, child, or parent or next of kin of the service member.

Definition of Family Members.

- “*Child*” is a biological, adopted, foster, legal ward, child of a person standing in the place of a parent, or a step-son or -daughter who is under 18 years old or who is over 18 years old and incapable of self-care because of a mental and/or physical disability.
- “*Parent*” is the biological, legal adoptive or stepparent of an employee or an individual who had day-to-day responsibilities to care for and financially supported the employee when he/she was a child. The term does not include parents-in-law.
- “*Spouse*” is a husband or wife as defined by State law, including a common law marriage. Common law spouses must provide the City with an affidavit from each spouse testifying to the marriage relationship.

Serious Health Condition. A serious health condition is an illness, injury, impairment or physical or mental condition that requires either inpatient care or continuing treatment by a health care provider as further described in the FMLA regulations.

Limitations/Restrictions. Leave may be taken on an intermittent or reduced basis for the birth or adoption of a child only if the arrangement is agreed to by the department head. However, leave for serious health conditions – either of an eligible family member of the employee or the employee himself or herself – may be taken intermittently or on a reduced schedule if medically necessary, provided that the other conditions of these policies are met.

Calculation of 12-Month Period. The 12-month period during which an employee may use a maximum of 12 workweeks of this type of leave is measured forward from the date on which the employee’s first Family and Medical Leave Act (FMLA) leave begins.

Maximum Duration. The total cumulative maximum period of time which an employee may be absent from work on family leave during any 12-month period is 12 weeks, regardless of whether all or a portion of the leave period is paid or unpaid. An employee will be required to use accrued sick, vacation, and/or other leave on the books at the time that the family leave commences, the employee must exhaust those leave balances before being eligible for unpaid family leave. Duration for eligible employees under military care giver leave is 26 work weeks.

Once the employee's leave balances have been exhausted, the city will then provide enough unpaid family leave to total 12 weeks.



Benefits while on FMLA Leave. During approved FMLA leave the City will continue to pay the City's portion of the employee's health insurance premium regardless of whether the family leave is paid or unpaid. The employee must continue to make any normal contributions to the cost of dependent coverage. Employees are to coordinate with the Human Resource Department for timely payment.

Annual leave, sick leave, and retirement benefits will not accrue during an employee's *unpaid* FMLA leave status. The employee will not receive bereavement leave pay, holiday pay, or jury leave pay during *unpaid* FMLA leave status.

Part-Time/Variable Hour Employees. If an employee works a part-time schedule, the amount of leave to which the employee is entitled is determined on a pro rata or proportional basis, provided that the other requirements for eligibility are met.

Notice. When an eligible FMLA circumstance occurs for an employee, the employee must contact The Human Resources Department and complete a *Request for Family Medical Leave* (can be found on the City's servers in the shared drive at **S:\1 – Employment Forms**), with the leave request specifying the first date of absence or expected absence. The HR Department once informed will provide the employee with a "Notice of Eligibility and Rights and Responsibilities" form to direct the employee of any additional requirements. In the case of leave for the birth or placement of a child, an employee must provide at least 30 days' advance notice before the date on which the leave is expected to begin. If the employee is unable to provide 30 days' notice, he or she must provide as much notice as is practicable, usually within one or two business days of the date on which the employee is aware of the need to request leave. In the case of leave for a serious medical condition, if the leave is foreseeable, based on planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to disrupt the city's operations unduly.

City Designation of FMLA

The notice requirement discussed above generated by an employee does not deny the City's ability to notify an employee of their potential eligibility of FMLA and requirements. As such if an employee requests use of accrued leave, and a condition of FMLA exists, then the City may designate the leave as family leave and will notify the employee of additional action needed. Department supervisors are responsible for notifying the HR Department immediately when an employee is away from work for a family and medical leave qualifying event.

Certification of Condition. An employee requesting a paid or unpaid family leave of absence for extended illness or temporary disability will be expected to provide the supplied "Certification of Health Care Provider for Employee's Serious Health Condition", or "Certification of Health Care Provider for Family Members' Serious Health Condition" and any



additional documentation required. The City may request re-certification during an employee's approved FMLA leave, as appropriate for the particular leave situation. An employee is responsible for communicating with the City regarding his/her leave and provide medical status reports or information on re-certification if necessary.

Second, Third Opinions. If the City has reason to doubt the validity of a medical certification provided by an employee's health care provider, the City may require the employee to obtain a second opinion at the City's expense from a health care provider chosen by the City. If the first and second opinions differ, a third opinion from a health care provider chosen jointly by the City and the employee may be requested at the City's expense. The third opinion is final and binding.

Request for Leave without Pay Immediately Following Family and Medical Leave. If an employee requests additional unpaid leave beyond the 12-week maximum allowable under the family and medical leave provisions of these policies, any extension granted will be under the terms set out in the section 5.17 and 5.18 of the Employee Handbook. Employees should read the referenced section carefully and understand the differences between these two types of leaves before requesting an extension.

Documentation. All documentation regarding family leave will be filed in the employee's medical file, which is maintained separate from the personnel files, and is accessible to a limited number of persons, and only on a "need-to-know" basis.

Contact with City. During approved FMLA leave, the City may require an employee to periodically report to the HR Department about the employee's status and intent to return to work.

Return to Work/Assurances. After completion of an approved family leave period, an employee will be returned either to the same position he or she held before the leave began or to a position equivalent to the previously held position in pay, benefits, and other terms and conditions of employment. This policy may be modified for "key employees" as defined below.

Key Employee Exemption. A "key employee" is a salaried employee (exempt from the minimum wage and overtime requirements of the Federal Labor Standards Act as an executive, administrative or professional employee) who is among the highest paid 10 percent of all the City of Shavano Park's employees. The determination whether an employee is among the highest paid 10 percent of the City's employees is determined from the time the employee first gives notice of the need for leave. Where restoration of a key employee to his/her position at the end of his/her leave will cause substantial and grievous economic injury to the City's operations, the City may refuse to reinstate a key employee. The employee will be notified in writing of his/her status when they request leave under FMLA.



Employee Status After Leave. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one that is virtually identical in terms of pay, benefits and working conditions. The City Manager also has the option to extend the employee's designated FMLA leave as necessary. Furthermore, this policy will be administered consistently with the City's obligations under FMLA and ADAAA, including considering an extended leave as a reasonable accommodation, without an undue hardship to City, as determined by the City Manager.

5.11. MILITARY LEAVE

The City complies with all State and Federal laws relating to employees in reserve or active military service and does not discriminate against employees who serve in the military. Temporary employees with the City are generally ineligible for extended paid military leave in excess of 15 days, reemployment rights, or any other military leave benefits under this policy.

This policy covers employees who serve in the uniformed services in a voluntary or involuntary basis, including active duty, active duty for training, initial active duty for training, inactive duty training, and full-time National Guard duty.

Notice to City of Need for Leave. Employees must provide as much advance written or verbal notice to the City as possible for all military duty (unless giving notice is impossible, unreasonable, or precluded by military necessity). Absent unusual circumstances, such notice must be given to the City no later than 24 hours after the employee receives the military orders. To be eligible for paid military leave, employees must complete and submit a *Request for Leave/Absence Form* (can be found on the City's servers in the shared drive at S:\1 – **Employment Forms**) along with the official documents setting forth the purpose of the leave and, if known, its duration. The *Request for Leave/Absence Form* must be turned into the Department Director and the City Secretary as far in advance of the leave as possible.

5.11.1. Paid and Unpaid Leave for Training and Duty. Employees will be paid for military absences of up to a maximum of 15 work days per fiscal year. Shift employees will be transitioned to a 40 hour work week during military absences. This leave may be used when an employee is engaged in National Guard or U.S. armed forces reserve training or active military duty ordered or approved by proper military authority. The paid leave days may be consecutive or scattered throughout the year.



Other Paid Leave. Employees who have exhausted all available paid military leave may, at their option, use any other available paid leave time (i.e., vacation leave, holiday leave and compensatory time) to cover their absence from work.

Unpaid Leave. After an employee has exhausted all available paid military leave (including any other paid leave time that the employee chooses to use to cover a military absence), the employee will be placed on leave without pay.

5.11.2. Benefits. The City will continue to provide employees on paid military leave with most City benefits.

Medical and Dental. While an employee is on paid military leave (or any military leave of less than 31 days), the City will continue to pay its portion of the monthly premium for group health benefits. When military leave is unpaid, the employee may elect to continue group health coverage for up to 24 months following separation of employment or until the employee's reemployment rights expire, whichever event occurs first, for the employee and eligible dependents.

Upon an employee's return to employment following military service, the City will provide health insurance coverage immediately. In addition, a returning employee will not be subjected to exclusions from coverage unless the exclusions apply to injuries or conditions that were incurred as a result of military service.

Other Benefits. While on paid military leave, employees continue to accrue vacation, sick leave and other benefits provided to other employees on paid leave. The City will also continue to pay the premium for any City-provided life insurance while the employee is on paid military leave. While on unpaid military leave, employees are generally ineligible for most City-provided benefits. Benefits, such as vacation and sick leave, do not accrue while an employee is on unpaid leave, including unpaid military leave. While on unpaid military leave, benefit accruals will be suspended and will resume upon the employee's return to active employment. Once an employee returns to work following an unpaid leave, the employee will be treated as though continuously employed for purposes of determining benefits based on length of service, such as vacation accrual and longevity pay.

TMRS. Typically, an employee's period of uniformed service is deemed to constitute service for purposes of vesting and benefit accrual. Thus, employees earn service credit for time spent on active duty military leave. Service time is credited when an employee returns to work. To qualify for service credit, an employee must: return to work for the City within 90 days after discharge; receive an honorable discharge; and timely complete the necessary application. In order to receive monetary credit, an employee has the lesser of 5 years or 3 times the length of



the military service to make up any TMRS contributions that were missed while on military leave.

5.11.3. Returning from Leave. A person returning from service must report back to work or apply for reemployment within the time constraints prescribed by USERRA. The City shall re-employ a returning veteran according to the provisions of USERRA.

Deadline to Notify City of Intent to Return to Work. The deadline for an employee to return to work and/or notify the City that the employee intends to return to work following military leave depends upon how long the employee's military service lasted:

- a) For service of less than 31 days, employees have 8 hours following their release from service to report for their next scheduled work period
- b) For service between 31 days and 180 days, employees have 14 days following their release from service to apply for reemployment.
- c) For service of more than 180 days, employees have 90 days following their release from service to apply for reemployment.

These deadlines may be extended for 2 years or more when an employee suffers service-related injuries that prevent the employee from applying for reemployment or when circumstances beyond the employee's control make reporting within the time limits impossible or unreasonable.

Required Documentation. To qualify to return to work, an employee returning from leave must provide documentation of the length and character of his/her military service. Also, evidence of discharge or release under honorable conditions must be submitted to the City if the military leave lasted more than 31 calendar days.

5.12. ADMINISTRATIVE LEAVE

Department Directors may grant administrative leave with pay and actual expenses to attend professional conferences, conventions or short schools in the interest of the City as approved by the City Manager. Employees on such leave must comply with the City's Travel Policy found in Section 6. Administrative leave will count towards an employee's physical hours worked for the week.

5.13. JURY DUTY



Employees will be excused from work for required court duty as a juror or witness and be paid at the employee's full base rate (up to a maximum of 2 weeks of jury duty per year). Jury duty will not be charged against an employee's personal or sick leave time. Jury duty leave will count towards overtime.

In order to qualify for jury duty leave, you must report for work on any day, or part of a day (that falls in the regularly scheduled work week) when the court excuses you. Check with your supervisor by telephone when in doubt whether you should return for the balance of your shift.

The employee must provide a copy of the court summons to their supervisor promptly so scheduled arrangements can be made. You should keep your supervisor regularly informed of when you expect to return to work. When your jury duty is complete, provide your supervisor a copy of the statement from the bailiff regarding the number of hours or days you served.

5.14. BEREAVEMENT LEAVE

All full-time employees who have completed their assessment period may be granted funeral leave for a period not to exceed three (3) working days per occurrence. Any additional time off is unpaid or the employee may use accrued vacation time. The City Manager shall have the discretion to grant funeral leave to employees who have not completed the assessment period. For the purpose of authorizing bereavement leave "family" is defined as current spouse, child, parent, brother, sister, grandparent, grandchild, by blood or marriage; or anyone living in the same household as the employee.

An employee may be required to provide proof of death/funeral/family relationship in support of bereavement leave. Bereavement leave pay is paid at the employee's base rate at the time of absence. It does not include overtime or any special forms of compensation. Paid time off for bereavement leave is not counted as hours worked for purposes of determining overtime.

Employees who wish to take bereavement leave must notify their supervisor immediately. Employees who wish to attend funerals for other than those defined in this policy must use vacation, compensatory time, or unpaid leave.

5.15. VOTING LEAVE

Employees are encouraged to exercise their right to vote in elections. Employees will be permitted a reasonable time to vote during the working hours by their Department Director. Employees must report back to their supervisor after voting. Employees shall take advantage of early voting opportunities, especially when City Hall is an early voting location.



5.16. DISCRETIONARY LEAVE

The City Manager may approve discretionary leave for exempt employees who may perform official duties outside the normal work schedule. Discretionary leave may not be provided on an hour-for-hour basis. No more than thirty (30) hours of discretionary leave may be accumulated and this leave must be used within forty-five (45) days of approval.

5.17. UNPAID LEAVE

The granting of unpaid leave is subject to the approval of the Department Director and/or the City Manager. A written request must be submitted for unpaid leave consideration. If unpaid leave is awarded and exceeds two (2) weeks in any month, service credit for all employment privileges will cease until the employee returns from leave. Employees on unpaid leave for a period exceeding fifteen (15) consecutive work days will be responsible for the cost of their total monthly premium of the group insurance. Unpaid leave will only be awarded if an employee has exhausted all other forms of leave.

If an employee fails to return to work on the date specified in the request for unpaid leave, the employee will be considered to have resigned effective the specified return date. An employee on unpaid leave cannot accrue or use sick or annual leave and will not be paid for holidays which may fall during the leave.

5.18. LEAVE OF ABSENCE

Regular full-time employees may be granted a leave of absence for illness, disability, educational purposes, military duty, or for any legitimate purpose. Employees must justify to the Department Director why they are requesting a leave of absence. Leaves of thirty (30) work days or less may be approved by the Department Director. Leaves of more than thirty (30) work days must be approved by the Department Director and the City Manager. Extensions may be granted by the City Manager.

5.19. ABSENCE WITHOUT AUTHORIZATION

Employees who are absent without receiving approval will be considered absent without authorization. Employees who are absent without authorization are subject to disciplinary action up to and including termination.

Unauthorized absence from work for a period of 2 consecutive work days will be considered by the City Manager as a resignation.



Section 6 – Employee Policies

6.1. CITY PROPERTY / EQUIPMENT USE POLICY

The City provides employees with adequate tools, equipment, vehicles and facilities for the job being performed, and the City requires all employees to observe safe work practices and lawful, careful and courteous operation of vehicles and equipment. Any City-provided safety equipment must be used at all times appropriate to its use.

From time to time, the City may issue various equipment or other property to employees, e.g., credit cards, keys, tools, security passes, manuals, written materials, telephone cards, uniforms, cellular telephones, computers, and computer-related equipment. Employees are responsible for items issued to them by the City, as well as for items otherwise in their possession or control or used by them in the performance of their duties. Before an employee separates from the City the employee must return all City property to their supervisor. Failure to do so is considered theft of public property.

Employees must notify their supervisor immediately if any vehicle, equipment, machinery, tools, etc. appears to be damaged or defective, or are in need of repair. The appropriate supervisor can answer questions about an employee's responsibility for maintenance and care of equipment used on the job. The improper, careless, negligent, destructive, unauthorized, or unsafe use or operation of equipment will likely result in disciplinary action.

Personal Use Prohibited. City property, materials, supplies, tools, equipment or vehicles may not be removed from the premises or used for personal business.

Take Home Vehicles. A City vehicle may be assigned to a position or employee when the employee is required to report directly to an incident or scene and/or it is more economical than payment of a car allowance or mileage reimbursement. To be eligible for assignment of a take-home vehicle, an employee must be subject to emergency call back during off duty hours to locations other than the employee's normal work station. No personal use of a take-home vehicle is permitted except to commute to and from home or work. A City vehicle is not to be used for personal business such as going to the bank, grocery store, etc. without prior written approval of the City Manager or Department Director. *No alcoholic beverages are allowed in City vehicles.* No passengers may be transported in take-home vehicles except as required by official duties.

The City's vehicles are classified as either "exempt" or "non-exempt" as prescribed by law. Employees to whom a "non-exempt" vehicle is assigned for take-home will likely incur a Federal income tax liability for the fringe benefit of commuting to and from work. Most pickups, vans



and automobiles are classified as "non-exempt" vehicles. Police and fire vehicles used by employees on call 24-hours are normally exempt from the fringe benefit tax liability.

Use of City Vehicles. City-owned or leased vehicles may be used only for official City business. City owned or leased vehicles may only be driven by authorized City employees. If an employee drives a personal vehicle, or a City-owned, rented or leased vehicle on the job or while carrying out City-related business, the employee must comply with the following:

- Drivers must have a valid State of Texas driver's license appropriate for the vehicle operated, must maintain a satisfactory driving record, and must inform their supervisor of any change in status.
- Always observe all posted laws and speed limits.
- Always wear seat belts when the vehicle is in operation.
- No passengers other than City employees or others on City business may ride in a City vehicle unless otherwise approved in advance by the Department Director.
- No personal use of City-provided vehicles is allowed without the prior, specific approval of the Department Director.
- All maintenance and use records for City vehicles must be completed as directed by the employee's supervisor.
- Report any broken, missing, or worn parts, tires, etc., or any needed maintenance of City vehicles to the appropriate supervisor immediately.
- All drivers must be eligible for coverage under the City's insurance policy.
- All drivers must maintain current vehicle registration.
- At no time may an employee under the influence of alcohol or a presence in the system of illegal drugs drive a city vehicle or a personal vehicle while conducting city business.
- Employees involved in an accident while operating a city vehicle, or while operating a personal vehicle on city business, must immediately notify the proper law enforcement agency (if applicable) and the appropriate supervisor, department director, and/or city manager. Accident reports, along with any law enforcement report, must be filed by the employee with the department director and the city secretary.

The City may, at any time, check the driving record of a City employee who drives as part of the job duties to determine that the necessary qualifications are maintained as a City driver. Employees must cooperate in giving the City whatever authorization is required for this purpose.

The above is not a complete and exhaustive list of vehicle use policies. Violations of any of the specific items listed, as well as the improper, careless, negligent, destructive, unauthorized, or unsafe use or operation of a vehicle, may result in loss of driving privilege or disciplinary action.



Personal Property. All employees shall be solely responsible for their personal property at all times

6.2. EMPLOYEE SAFETY / ACCIDENT REPORTING POLICY

The City is interested in all employees' safety and well-being. Accordingly, the City has developed safety rules and regulations. Each employee is required to obey safety rules and to exercise caution in all work activities. From time to time employees will be updated and review safety procedures in an effort to increase awareness of the importance of safety on the job. Employees can prevent accidents and injuries by obeying the safety rules of your job, by remaining alert, and by THINKING SAFETY at all times. If an employee sees something that the employee believes is an unsafe act or an unsafe condition, the employee should immediately report it to a supervisor or to management.

The following safety rules apply at all times, and some specific job descriptions and/or departments may contain additional operational safety guidelines. Each employee must be familiar with such rules, and comply with them at all times.

- Use prescribed protective equipment such as eye protection, hearing protection, hard hats, safety shoes, gloves, shields, etc. when those items are appropriate to the task being performed.
- Walk, do not run. Wipe spills and pick up fallen objects and debris. Keep floor surfaces clear of hazards and other obstacles, electric cords, etc. For your comfort and safety, wear shoes with non-slip soles, in good condition and with enclosed toes. Do not wear sandals, sneakers, moccasins or tennis shoes on any job site where feet could be injured.
- To avoid back injuries, use correct lifting methods. Get someone to help you with heavy (or difficult to handle) items.
- Be aware of sharp tools. Use safety devices where provided, and do not alter or remove them in any way. Report hazards to management immediately.
- **Material Safety Data Sheets (MSDS Sheets)** - You will be shown the location of the City's Material Safety Data Sheets by your Department Director. MSDS sheets provide valuable information about various chemicals and other agents that you may encounter in your work. They will explain possible reactions to exposure, and steps you should take if it occurs. Review this information from time to time.
- **Fire** - Be alert for causes and report smoke, heat or unusual odors immediately. Alert other people in the area to the possibility of danger in order to evacuate, if necessary. Verify the location and call 9-1-1. Use proper portable extinguishers for small fires.
- Do not put fingers, hands, feet or clothing in moving machinery.
- Do not carry items in a manner that obscures your vision.
- Do not block access to fire extinguishers.
- Do not touch open or loose electrical circuits.



- Report unusual vibrations, smells, or noises coming from equipment.
- Do not wear rings or jewelry while operating machinery.
- Do not perform maintenance or repairs on running equipment.
- Do not remove or alter warning tags or safety devices.
- Never leave nails or spikes protruding from planks or boards.
- Perform routine maintenance at all scheduled intervals.
- Do not use compressed air for cleaning clothing or floors.

Accident Reporting. All accidents and injuries, however slight or seemingly inconsequential, **must immediately be reported** to employee supervisor or the City Secretary. Supervisor must complete the *Employer's First Report of Injury or Illness Form (DWC-1)* (can be found on the City's servers in the shared drive at **S:\1 – Employment Forms**) to report the incident. Failure to report any accident or injury within 24 hours of its occurrence may lead to disciplinary action, up to and including termination of employment. Such reports are necessary so that the City can remain in compliance with applicable laws and begin workers' compensation benefit procedures where appropriate.

Employees who violate these safety standards, or departmental safety standards, who cause or exacerbate hazardous or dangerous situations, or who fail to report or, where appropriate, correct such situations, will likely be subject to immediate disciplinary action, up to and including termination of employment.

6.3. RETURN TO WORK / MODIFIED DUTY POLICY

The City of Shavano Park has a Return-To-Work / Modified Duty program applicable to all full-time employees. After medical treatment, if the employee is unable to return to work the next day, the employee should request a written statement of any restrictions he/she may have in performing their tasks and an expected return-to-work date from the physician. The employee is required to provide this information to his or her Department Director/Supervisor as soon as possible.

The City may modify duty assignments available to ill or injured employees who are unable to perform their regular job duties. The decision to offer an employee a modified duty assignment is made in the City's sole discretion. A modified duty assignment may be in the employee's own or another department in the City. Factors considered by the City in making its decision include, but are not limited to: the nature of the employee's illness or injury; the medical release provided in support of modified duty; the risk that a modified duty assignment may result in aggravation of the employee's injury or illness; the type of modified duty work available; the length of the employee's employment with the City; the employee's performance and disciplinary history; and whether the illness or injury occurred on or off duty. In making modified duty assignments, the City will normally give priority to employees whose injury or illness is work-related.



Employees who are released for and given a modified duty assignment may not perform work duties in violation of their medical release. An employee, who violates the terms of the medical release while on a modified duty assignment may lose the modified duty assignment and, in addition, may be disciplined up to and including termination of employment.

Modified duty will not normally extend beyond seven (7) calendar days without an evaluation by the employee's treating physician and a recommendation from the Department Director and Human Resources to the City Manager. Only the City Manager may approve an extension of a modified duty assignment. Employees still unable to return to regular duty within the time limit established for modified duty must re-qualify for modified duty through evaluation by their treating physician or revert to workers' compensation indemnity payment, accumulated sick leave, or vacation benefits, if available.

An employee who is released for and offered modified duty by the City, but who elects not to accept such an assignment, will be ineligible for paid sick leave benefits under the City's Sick Leave policy and salary continuation benefits under workers' compensation, but may still be entitled to unpaid leave under the City's policies.

During a modified duty assignment, employees will typically work an 8-hour workday, Monday through Friday. This means that 24-hour shift employees, as well as other employees who work a non-traditional schedule, will usually be temporarily reassigned to an 8-hour workday, Monday through Friday, for the duration of their modified duty assignment.

An employee's salary during any modified duty assignment shall be at the same rate as the salary received prior to the injury.

All modified duty requests and assignments will be reviewed by and coordinated through Human Resources. Human Resources will work with the employee's department in making its decision whether modified duty work will be offered. Before returning to regular job duties following a modified duty assignment, the employee must provide a full release from the physician to return to work and coordinate the return through Human Resources.

6.4. DRESS, APPEARANCE AND UNIFORM POLICY

Employees must, at all times, dress appropriately and professionally and present a clean and neat appearance while at work and while representing the City or conducting City business. The City allows business casual dress in the work place year-round, in accordance with this policy. Department Directors are strongly encouraged to allow their employees to participate in business



casual dress, as practical. Department Directors and supervisors are responsible for enforcing this policy in their respective departments in order to maintain acceptable dress and appearance.

Professional business attire or a required uniform is to be worn when there is a need to present a more formal professional appearance for meetings or special events. Employees must remember that they are professionals 100% of the time and are dressing for business, not for pleasure. Attire must always reflect a professional business attitude and presence. Police and Fire Department employees may be covered under Departmental policies regarding appropriate dress and appearance.

The following are inappropriate:

- provocative or revealing, low cut attire including body-hugging, see-through, or excessively tight fabrics;
- bare shoulders or tank tops;
- clothing with unclear or obscene messages or that endorses alcohol, tobacco products, drugs, pornography, or offensive material of any kind;
- wrinkled, ripped and tattered clothing;
- visible tattoos; except wedding band tattoo on the left ring finger which symbolizes marriage as long as it can be covered by a traditional wedding band ring
- nose rings/studs, eyebrow rings/studs, tongue studs or similar type facial jewelry.
- visible brandings

Hair. Hair styles and hair colors must be appropriate to the employee's position and extremes of any type are unacceptable. For example, green hair, mohawk style haircuts, and severely spiked hair are not allowed. Hair, including facial hair, must be clean and neatly groomed at all times.

Uniforms. The City supplies many Fire, Police, and Public Works personnel with appropriate uniforms. Employees in jobs that require a uniform will be told how and where the uniforms can be obtained by their department supervisor. The City will provide replacement uniforms as necessary. Uniforms must be clean and neat. City-owned or authorized uniforms may not be used outside of work, for personal use or by any third party. City uniforms may be used by City employees in connection with outside employment only with the Department Director's prior written authorization.

Employees who are provided with uniforms are required to wear their uniforms when on duty and keep them in good, clean and serviceable condition. No part of the uniform shall be worn by itself. An employee must wear the entire uniform when on duty. No part of the uniform shall be worn when off duty, except to and from work and City related events.



When an employee leaves City employment, uniforms and any other City equipment which the employee possesses must be returned in good condition before final pay will be authorized. The cost of lost or damaged City property and unreturned uniforms will be deducted from the employee's final pay check.

Enforcement. In all cases, the City will make the determination as to acceptable dress, appearance and grooming. Employees should direct questions about appropriate appearance or dress to your supervisor, Department Director, and/or the City Secretary.

Employees in violation of this policy may be sent home. Under such circumstances, nonexempt employees will not be paid for work time missed, and exempt employees will be required to make up the work time missed. Employees whose grooming or personal appearance violates this policy may be disciplined, up to and including termination of employment.

6.5. SMOKE-FREE WORKPLACE POLICY

Smoking is prohibited **at any time** in City facilities, in City vehicles, while using City equipment, and as otherwise directed by your supervisor.

Smoking means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarettes, pipe or any other lighted or heated tobacco or plant product intended for inhalation, in any manner or in any form. This includes e-cigarettes or other devices that deliver Nicotine.

6.6. DRUG AND ALCOHOL USE POLICY

The City desires to provide an alcohol and drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory and safe manner.

Prohibition Against Alcohol and Illegal and Unauthorized Drugs. While on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment, no employee may use, possess, distribute, sell, or be under the influence of alcohol (except under the limited circumstances described below), inhalants, illegal drugs, including drugs which are legally obtainable but which were not legally obtained, and prescribed or over-the-counter drugs which are not being used as prescribed or as intended by the manufacturer.

The use of alcohol by a City employee during a business lunch is prohibited. Further, an employee on duty or conducting City business, including City-related business entertainment, may not drive



his or her own personal vehicle while under the influence of alcohol. No employee in his or her work-related capacity should ever be impaired because of the excessive use of alcohol. Absent specific approval by the City Manager, City employees may not bring alcoholic beverages on City premises, including parking lots adjacent to City work areas, and may not store or transport alcohol in a City-owned or leased vehicle.

Prohibition Against Illegal and Unauthorized Drug-Related Paraphernalia. This policy also prohibits the use, possession, distribution and sale of drug-related paraphernalia while on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment. Drug-related paraphernalia includes material and/or equipment designed for use in testing, packaging, storing, injecting, ingesting, inhaling or otherwise introducing illegal or unauthorized drugs into the body.

Permissive Use of Prescribed and Over-The-Counter Drugs. The legal use of prescribed and over-the-counter drugs is permitted while on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment only if it does not impair an employee's ability to perform the essential functions of the job (or operate the vehicle, property or other equipment) effectively and in a safe manner that does not endanger the employee, citizens or other individuals in the workplace. Examples of impairment include, but are not limited to, drowsiness, dizziness, confusion, or feeling shaky.

Police and Fire Department Employees. Certain City Police and Fire Department employees may be required to be in possession of alcohol and/or drugs in carrying out their job duties. Such employees will be exempted from certain portions of this policy under certain limited conditions. Additional guidelines may be established by Police Department operating procedures.

Mandatory Disclosure by Employees. Employees taking prescription medication and/or over-the-counter medication must report such use to either their Department Head or to the City Manager if there is a reasonable likelihood the medication will impair the employee's ability to perform the essential functions of his or her job (or operate a vehicle, property or other equipment, if applicable) effectively and in a safe manner that does not endanger the employee, citizens or other individuals in the workplace. Examples of impairment include, but are not limited to, slurred speech, drowsiness, dizziness, confusion, or feeling shaky.

On-Call Employees. Employees scheduled to be on call are expected to be fit for duty upon reporting to work. Any employee scheduled to be on call, and is called out, is governed by this policy. Sometimes, an employee who is not scheduled to be on call may nevertheless be called out. If this or any other situation occurs where the employee called out is under the influence of



alcohol or has a presence in the system of drugs, such that reporting to work would result in a violation of this policy, the employee must so advise the appropriate supervisor on duty. The employee will not be required to report to work.

Mandatory Reporting of Arrests and Convictions. Employees must notify their immediate supervisor and the Department Director, in writing, of any alcohol or drug-related arrest and/or convictions (including a plea of no contest) or deferred adjudication, for a violation occurring off duty and/or in the workplace no later than twenty-four (24) hours after the arrest and/or conviction.

Off-Duty Conduct. The City may take disciplinary action, up to and including termination of employment, if an employee's off-duty use of or involvement with drugs or alcohol is damaging to the City's reputation or business, is inconsistent with the employee's job duties, or when such off-duty use or involvement adversely affects the employee's job performance. Any employee reporting to work under the influence of illegal drugs or alcohol (.02 blood alcohol level or higher) may be disciplined, up to and including termination.

Rehabilitation/Treatment.

1. The City desires to assist employees who voluntarily request assistance with alcohol or drug dependency. For City support and assistance, however, an employee must acknowledge the problem and seek and accept counseling and/or rehabilitation before it impairs job performance and/or jeopardizes the employee's employment. Employees should contact either their Department Director or the Director of Human Resources when requesting support and assistance.
2. Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take a leave of absence to participate in a rehabilitation or treatment program. (An employee may not enroll in a rehabilitation or treatment program in lieu of disciplinary action.) The leave of absence may be granted in the City's sole discretion. Factors considered by the City in deciding whether to grant leave include: the length of the employee's employment with the City; the employee's prior work and disciplinary history; the employee's agreement to abstain from the use of the problem substance and follow all other requirements of the rehabilitation/treatment program; the reputation of the program and the likelihood of a successful outcome; the employee's compliance with City policies, rules, and prohibitions relating to conduct in the workplace; and the resulting hardship on the City due to the employee's absence. Unless otherwise required by law, it is the City's policy to grant such a leave of absence only once during the course of an employee's employment with the City.
3. The cost of any rehabilitation or treatment may be covered under the City's group health insurance policy. In any case, the employee is responsible for all costs associated with any



rehabilitation or treatment program.

4. During time off for a City-approved rehabilitation or treatment program, the employee must use any available vacation leave, sick leave, compensatory time off, or other accrued paid leave time.
5. If the employee successfully completes the prescribed rehabilitation or treatment, the City will make reasonable efforts to return the employee to the prior position or one of similar pay and status. However, employment with the City following a City-approved leave for rehabilitation or treatment is conditioned on the following:
 - Initial negative test for drugs and/or alcohol before returning to work;
 - A written release to return to work from the City-approved rehabilitation or treatment facility/program;
 - Periodic and timely confirmation of the employee's on-going cooperation and successful participation in any follow-up or ongoing counseling, testing, or other treatment required in connection with the City-approved rehabilitation or treatment program, if applicable;

The employee must sign a formal written agreement to abide by the above conditions, as well as any other conditions deemed appropriate by the Director of Human Resources. The employee must meet with the Director of Human Resources to discuss the terms of continued employment and sign a formal agreement before returning to work.

Policy Violations. Violations of this policy will generally lead to disciplinary action, up to and including immediate termination of employment and/or required participation in a substance abuse rehabilitation or treatment program. The Police and Fire Departments may have stricter disciplinary rules regarding violation of this policy. Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their supervisor or the Director of Human Resources to receive assistance or referrals to appropriate resources in the community.

TESTING

Types of Tests. Testing may include one or more of the following: urinalysis, hair testing, breathalyzer, intoxilyzer, blood, or other generally-accepted testing procedure.

Testing of Applicants. All applicants to whom a conditional offer of employment has been made will be required to submit to testing for alcohol and illegal and unauthorized drugs. A positive test result, refusal to test, or attempts to alter or tamper with a sample or any other part of the test, will render the applicant ineligible for consideration of employment or future employment with the City.



Testing of Employees.

1. Employees may be tested for alcohol and/or illegal and unauthorized drugs after a workplace injury or accident or “near miss,” when reasonable suspicion exists, or in connection with any required treatment or rehabilitation.
2. Police and Fire Department employees are also subject to any applicable Departmental rules and regulations regarding illegal and unauthorized drug and alcohol testing.
3. For purposes of this policy, reasonable suspicion is a belief based on articulable observations (e.g., observation of alcohol or drug use, apparent physical state of impairment, incoherent mental state, changes in personal behavior that are otherwise unexplainable, deteriorating work performance that is not attributable to other factors, a work-related accident or injury, evidence of possession of substances or objects which appear to be illegal or unauthorized drugs or drug paraphernalia) sufficient to lead a supervisor to suspect that the employee is under the influence of illegal or unauthorized drugs or alcohol. Supervisors who refer an employee for reasonable suspicion testing must document the specific factors that support reasonable suspicion testing (e.g., the who, what, when, where of the employee’s behavior and other symptoms, statements from other employees or third parties, and other evidence supporting the reasonable suspicion testing).
4. Tests will be paid for by the City. To the extent possible, testing will normally be done during the employee’s normal work time.
5. Any employee who refuses to be tested, or who attempts to alter or tamper with a sample or any other part of the testing process, will be subject to disciplinary action up to and including termination.
6. A positive test result is a violation of the City’s Drug and Alcohol Use Policy and may result in disciplinary action up to and including termination of employment. Any employee who is terminated for violation of the City’s Drug and Alcohol Use Policy is ineligible for future employment with the City.

Testing Procedures.

1. All testing must normally be authorized in advance by both the employee’s Department Director and the Director of Human Resources. If the Department Director is unavailable within a reasonable period of time, the Director of Human Resources may, with sole discretion, authorize the testing of an employee. If the Director of Human Resources is unavailable within a reasonable period of time, the Department Director may, with sole discretion, authorize the testing of an employee. For reasonable suspicion testing, testing may not be authorized without the supervisor’s documentation of the articulable factors which led the supervisor to suspect that the employee is



under the influence of illegal or unauthorized drugs or alcohol. Testing should be arranged as soon as possible after the supervisor's articulable observations.

2. If an employee's conduct resulted in a work place accident, injury or "near miss," or reasonable suspicion exists to believe that the employee has violated the City's Drug and Alcohol Use Policy, the employee will be provided with transportation to the testing facility. A supervisor or other designated City representative may be required to stay with the employee during the testing process. The City may, in its discretion, reassign the employee or put the employee on administrative leave until the test results are received. The City will make arrangements to have the employee transported home after the testing.

3. All substance abuse testing will be performed by an approved laboratory or healthcare provider chosen by the City. All positive test results will be subject to confirmation testing.

4. Test results will be maintained in a confidential file separate and apart from the employee's personnel file. Any medical-related information will be confidential and accessible only by the City Secretary; supervisors and managers on a need to know basis, including those who have a need to know about necessary restrictions on the work or duties of an employee and any necessary accommodation; first aid and safety personnel when appropriate; government officials; insurance companies as may be necessary to provide health or life insurance to employees; by court order or as otherwise legally mandated; and as necessary to protect the interests of the City.

6.7. WEAPONS CONTROL AND VIOLENCE PREVENTION POLICY

The City strives to provide a safe and secure working environment for its employees. This policy is designed to help prevent incidents of violence from occurring in the workplace and to provide for the appropriate response when and if such incidents do occur.

Prohibited Conduct. This policy prohibits violence of any sort, including verbal and physical abuse, threats, stalking, harassment, horseplay, and any unwelcome physical touching (sexual or otherwise). This misconduct towards any fellow employee, whether the misconduct occurs on-duty or off-duty, is prohibited. The City has a zero tolerance policy for this type of misconduct.

Weapons Banned. Unless specifically authorized by the City Manager, no employee, other than a City licensed peace officer, shall carry or possess a firearm or other weapon on City property. Employees are also prohibited from carrying a weapon while on duty or at any time while engaging in City-related business. Prohibited weapons include firearms, clubs, explosive devices, and knives with blades exceeding 5 ½ inches. Employees do not have an expectation of privacy and the City retains the right to search for firearms or other weapons on City property, including employee vehicles parked on City property. Employees may have a legal weapon only on the City



parking lot if it is locked in the employee's vehicle. Employees with a handgun carry license must report they are licensed to carry to their Department Director.

Additional policies for off-duty firearm carry by Police Officers will be established by the Police Department.

Duty to Warn. Each City employee must immediately notify his/her supervisor, Department Director, the City Secretary and /or the Police Department of any act of violence or of any threat involving a City employee that the employee has witnessed, received, or has been told that another person has witnessed or received. Even without an actual threat, each City employee must also report any behavior that the employee regards as threatening or violent when that behavior is job-related or might be carried out on City property, a City-controlled site or City job site, or when that behavior is in any manner connected to City employment or activity. Each employee is responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person or persons threatened or the target of the threatening behavior. A supervisor who is made aware of such a threat or other conduct must immediately notify his/her Department Director and the City Secretary.

Protective Orders. Employees who apply for or obtain a protective or restraining order which lists City locations as being protected areas must immediately provide to the City Secretary and the City's Police Department a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent. City employees must immediately advise their Department Director and the City Secretary of any protective or restraining order issued against them.

Confidentiality. To the extent possible, while accomplishing the purposes of this policy, the City will respect the privacy of reporting employees and will treat information and reports confidentially. Such information will be released or distributed only to appropriate law enforcement personnel, City management, and others on a need-to-know basis and as may otherwise be required by law.

Documentation. When appropriate, threats and incidents of violence will be documented. Documentation will be maintained by the City Secretary and/or the Police Department.

Policy Violations. Violations of this policy may lead to disciplinary action, up to and including termination of employment. Policy violations may also result in arrest and prosecution.



6.8. IT POLICIES

As more City activities move to computers and online, the security of your files becomes critical to the overall security of the City. Just like City Hall is locked down every night and every employee is made familiar with the automated security system, is it important that all City employees familiarize themselves with their computer and the City's IT security policies. Shavano Park has three IT policies to guide your digital activities at the city: **Computer Use Policy, Internet Use Policy, and Email Use Policy.**

COMPUTER USE POLICY

The goal of this policy is to ensure that the information you place on the computer stays secure and safe. This policy also ensures that you do not harm City equipment by installing malicious software or otherwise leaving the network security compromised. Each user of the City of Shavano Park system is required to read this Policy and sign a *Computer Use Agreement* prior to receiving access to a City computer.

City Property Disclaimer: Department supervisors will determine which staff require the use of a computer. Whether you regularly use, or only temporarily access a computer, the computer is City property. Abuse or misuse of a City computer is the same as abuse or misuse of any other City property and may be punished accordingly.

Computer Security Policies: All City computers have the mandated security protocols. Interfering, changing or ignoring these security protocols is considered unauthorized use of City equipment. The following computer security protocols are:

1. All City computers shall have up to date antivirus software installed on them.
2. All City user accounts shall have a strictly controlled password that is known only to the individual. Upon account creation the employee must change their automated password account to a personalized password.
3. All City computers shall have automatic timeout re-authentication after a period of 15 minutes (This simply means user must re-enter their login password to gain access to the computer after 15 minutes or more of downtime).
4. Any City Employee is required to check with the IT Department before opening a compressed file folder (.ZIP, .RAR, etc.).

Prohibited Use: Computer use must comply with all Federal and Texas laws, all City policies and contracts. This includes, but is not limited to, the following:

1. No one shall use any City computer or network facility without proper authorization from their Departmental Supervisor. No one shall assist in, encourage, or conceal from Management any



unauthorized use, or attempt at unauthorized use, of any of the City's computers or network facilities.

2. No one shall connect any computer, laptop or tablet to the City's network unless it meets technical and security standards established by the City IT Department.
3. No City employee shall purchase for City use any computer, laptop, tablet or other IT-related device without first approval by the City IT Department.
4. No one, without specific authorization, shall read, alter, or delete any other person's computer files. This rule applies regardless of whether the operating system of the computer permits these acts.
5. No one shall knowingly endanger the security of any City computer or network facility. This includes, but is not limited to, downloading or installing malicious software, disabling computer antivirus software or willfully ignoring antivirus software.
6. No one without proper authorization from the IT Department shall modify or reconfigure the security settings of any City computer or network facility.

Disclaimer: The City of Shavano Park assumes no liability for direct and/or indirect damages arising from the user's unauthorized use of the City computers. Users are solely responsible for the content they create on, or save to, a City computer. The City is not responsible for any third-party claim, demand, or damage arising out of the use of the City's computers.

Failure to Comply: Violations of this policy will be treated as allegations of wrongdoing at the City of Shavano Park. Allegations of misconduct will be adjudicated according to established policy and procedures. Sanctions for inappropriate use of the computer may include, but are not limited to, one or more of the following:

1. Temporary or permanent revocation of access to some or all computing and networking resources and facilities;
2. Disciplinary action up to and including termination according to applicable City policies;
3. Reimbursement of costs incurred by inappropriate or unauthorized use; and/or
4. Legal action according to applicable laws and contractual agreements.

INTERNET USE POLICY

The goals of this policy are to outline the appropriate and inappropriate use of the City of Shavano Park's Internet resources, including the use of browsers, electronic mail and instant messaging, file uploads and downloads and voice communications. Use of these services is subject to the following conditions.

Your Account: Internet access (and computer access) at the City of Shavano Park is controlled through individual accounts and passwords. Department Directors are responsible for determining if an employee requires internet access and conveying that information to the IT Department. Each



user of the City of Shavano Park system is required to read this Policy and sign an internet use agreement prior to receiving an Internet access and password.

Appropriate Use: City employees are encouraged to use appropriately the Internet to further the goals and objectives of the City of Shavano Park. The types of activities that are encouraged include:

1. Communicating with fellow employees, business partners of the City, customers and clients within the context of an individual's assigned responsibilities;
2. Acquiring or sharing information necessary or related to the performance of an individual's assigned responsibilities; and
3. Participating in educational or professional development activities.

Inappropriate Use: Individual internet use must not interfere with others productive use of internet resources. Users must not violate the network policies of any network accessed through their account. Internet use must comply with all Federal and Texas laws, and all City policies and contracts. This includes, but is not limited to, the following:

1. The internet may not be used for any illegal or unlawful purposes, including, but not limited to, copyright infringement, obscenity, libel, slander, fraud, defamation, plagiarism, harassment, intimidation, forgery, impersonation, illegal gambling, soliciting for illegal pyramid schemes, and computer tampering (e.g. spreading computer viruses).
2. The Internet may not be used in any way that violates City policies, rules or mission of the City, misrepresents the City or violates any City policy.
3. Personal use of the internet is allowed within reason to conduct and facilitate typical daily personal interactions, information access and brief, appropriate diversions during break periods. The City allows limited personal use for communication with family friends, independent learning, and public service. The City prohibits use for mass unsolicited mailings, access by non-employees to City of Shavano Park resources or network facilities, uploading and downloading of files for personal use, access to pornographic sites, gaming, competitive commercial activity unless pre-approved, and the dissemination of chain letters.
4. Individuals may not establish City computers as participants in any peer-to-peer network.
5. Individuals may not view, copy, alter, or destroy data, software documentation, or data communications belonging to the City or another individual without authorized permission.
6. In the interest of maintaining network performance, users should not send unreasonably large electronic mail attachments or video files not needed for business purposes.
7. Individuals will only use City approved services for voice communication over the internet.

Security: For security purposes, users may not share account or password information with another person. Internet accounts are to be used only by the assigned user of the account for



authorized purposes. Attempting to obtain another user's account password is strictly prohibited. A user must contact the IT Department to obtain a password reset if they have reason to believe that any unauthorized person has learned their password. Users must take all necessary precautions to prevent unauthorized access to Internet services.

Failure to comply: Violations of this policy will be treated like other allegations of wrongdoing at the City of Shavano Park. Allegations of misconduct will be adjudicated according to established policy and procedures. Sanctions for inappropriate use of the internet may include, but are not limited to, one or more of the following:

1. Temporary or permanent revocation of access to some or all computing and networking resources and facilities;
2. Disciplinary action up to and including termination according to applicable City policies;
3. Reimbursement of costs incurred by inappropriate or unauthorized use; and/or
4. Legal action according to applicable laws and contractual agreements.

Monitoring and Filtering: The City monitors all Internet activity occurring on City equipment or accounts. The City currently employs filtering software to limit access to sites on the internet. Filtering of IP-addresses (web sites or otherwise) is at the discretion of the City Manager and/or automatic updates to the network security firewall. If the City discovers activities which do not comply with applicable law or City policy, records retrieved may be used to document the wrongful content in accordance with due process.

Disclaimer: The City assumes no liability for any direct or indirect damages arising from the user's connection to the internet. The City is not responsible for the accuracy of information found on the internet and only facilitates the accessing and dissemination of information through its systems. Users are solely responsible for any material that they access and disseminate through the internet. You are all encouraged to use your internet access responsibly. Should you have any questions regarding this Internet Acceptable Use Policy, please contact the Planner / Information Systems Manager.

E-MAIL USE POLICY

E-Mail is an important business communications tool at the City of Shavano Park. However, use of the City electronic mail systems and services are a privilege, not a right, and therefore must be used with respect and in accordance with the goals of the City. The objective of this policy are to outline appropriate and inappropriate use of the City's e-mail systems and services in order to minimize disruptions to services and activities, as well as comply with applicable policies and laws. This policy applies to all e-mail systems and services owned by the City, all e-mail account users/holders at the City and all City e-mail records.



EMPLOYEES SHOULD KNOW THAT ALL CITY BUSINESS RELATED E-MAIL IS SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT WHETHER OR NOT THE EMAIL IS ON A PUBLIC OR PRIVATE EMAIL SERVICE, PHONE, COMPUTER, SERVER OR OTHER DEVICE.

Account Activation/Termination: E-mail access at the City is controlled through individual accounts and passwords. Each user of the City's e-mail system is required to read and sign a copy of the "E-mail Use Policy" prior to receiving an e-mail access account and password. It is the responsibility of the employee to protect the confidentiality of his or her account and password information. E-mail accounts will not be granted to third party non-employees. E-mail access will be terminated when the employee terminates their association with the City. The City is under no obligation to store or forward the contents of an individual's e-mail inbox/outbox after the term of employment has ceased.

General Expectations of End Users: The City often delivers official communications via e-mail. As a result, employees of the City with email accounts are expected to check their e-mail in a consistent and timely manner so that they are aware of important City announcements and updates, as well as for fulfilling business and role-oriented tasks. E-mail users are responsible for mailbox management, including organization and cleaning. If a user subscribes to a mailing list, he or she must be aware of how to unsubscribe from the list, and is responsible for doing so in the event that their current e-mail addresses change. E-mail is archived for four years at server level per City Policy. The IT Department can be contacted to help set up archiving of older e-mail. E-mail users are expected to remember that e-mail sent from the City's e-mail accounts reflects on the City. Please comply with normal standards of professional and personal courtesy and conduct.

Appropriate Use: Individuals at the City are encouraged to use e-mail to further the goals and objectives of the City. The types of activities that are encouraged include:

1. Communicating with fellow employees, business partners of the City, and clients within the context of an individual's assigned responsibilities.
2. Acquiring or sharing information necessary or related to the performance of an individual's assigned responsibilities
3. Participating in educational or professional development activities.

Inappropriate Use: The City of Shavano Park's e-mail systems and services are not to be used for purposes that could be reasonably expected to strain storage or bandwidth (e.g. e-mailing large attachments instead of pointing to a location on a shared drive). E-mail use at the City will comply with all applicable laws, all City policies and contracts. The following activities are deemed inappropriate uses of the City's e-mail systems and services and are prohibited:



1. Use of e-mail for illegal or unlawful purposes, including copyright infringement, obscenity, libel, slander, fraud, defamation, plagiarism, harassment, intimidation, forgery, impersonation, soliciting for illegal pyramid schemes, and computer tampering (e.g. spreading of computer viruses).
2. Use of e-mail in any way that violates the City's policies, rules, or administrative orders.
3. Viewing, copying, altering, or deletion of e-mail accounts or files belonging to the City or another individual without authorized permission.
4. Opening e-mail attachments from unknown or unsigned sources. Attachments are the primary source of computer viruses and should be treated with utmost caution.
5. Sharing e-mail account passwords with another person, or attempting to obtain another person's e-mail account password. E-mail accounts are only to be used by the registered user.
6. Personal use of City e-mail resources is allowed within reason to conduct and facilitate typical daily personal interactions. The City allows limited personal use for communication with family and friends, independent learning, and public service so long as it does not interfere with staff productivity, preempt any business activity, or consume more than a trivial amount of resources. The City prohibits personal use of its e-mail systems and services for unsolicited mass mailings, non-City commercial activity, political campaigning, dissemination of chain letters, jokes and use by non-employees.

Monitoring and Confidentiality: The e-mail systems and services used at the City are owned by the City, and are therefore its property. This gives the City the right to monitor any and all e-mail traffic passing through its e-mail system. This monitoring may include, but is not limited to, inadvertent reading by IT staff during the normal course of managing the e-mail system, review by legal counsel during an e-mail discovery phase of litigation, observation by management in cases of suspected abuse or to monitor employee efficiency.

If the City discovers or had good reason to suspect activities that do not comply with applicable laws or this policy, e-mail records may be retrieved and used to document the activity in accordance with due process. All reasonable efforts will be made to notify an employee if his or her e-mail records are to be reviewed. Notification may not be possible, however, if the employee cannot be contacted, as in the case of employee absence due to vacation.

Employees are to use extreme caution when communicating confidential or sensitive information via e-mail. Keep in mind that all e-mail messages sent outside the City become the property of the receiver. **A good rule is to not communicate anything that you wouldn't feel comfortable being made public.** Demonstrate particular care when using the "Reply" and "Reply All" command during e-mail correspondence to ensure the resulting message is not delivered to unintended recipients.



Reporting Misuse: Any allegations of misuse should be promptly reported to the IT Department. If you receive an offensive e-mail, do not forward, delete, or reply to the message. Instead, report it directly to the IT Department.

Disclaimer: The City of Shavano Park assumes no liability for direct and/or indirect damages arising from the user's use of the City's e-mail system and services. Users are solely responsible for the content they disseminate. The City is not responsible for any third-party claim, demand, or damage arising out of the use of the City's e-mail systems and services.

Failure to Comply: Violations of this policy will be treated like other allegations of wrongdoings at the City. Allegations of misconduct will be adjudicated according to established policy and procedures. Sanctions for inappropriate use on the City's e-mail systems and services may include, but are not limited to, one or more of the following:

1. Temporary or permanent revocation of e-mail access;
2. Disciplinary action up to and including termination according to applicable City policies;
3. Reimbursement of costs incurred by inappropriate or unauthorized use; and
4. Legal action according to applicable laws and contractual agreements.

6.9. SOCIAL MEDIA POLICY

An employee's use of social media, both on and off duty must not interfere with or conflict with the employee's duties or job performance, reflect negatively on the City or violate any City policy. The intent of these standards is to regulate the creation and distribution of information concerning the City, its employees and citizens through electronic media, including, but not limited to online forums, instant messaging and internet social media and blogging sites. This policy is designed to protect the City's reputation and ensure that the employee's online communications positively reflect the City as the employer.

Personal use of the Internet carries responsibilities requiring responsible and ethical use. The City may monitor an employee's access, use, and postings to the Internet, including those posted from personal computers, to ensure compliance with internal policies, support the performance of internal investigations, assist management of information systems, and for all other lawful purposes. The City expects all employees to follow the Guidelines below when posting information on the Internet, regardless if done during or after work hours.

"Social media" includes: wikis, tweets and twittering, Facebook, Myspace, LinkedIn, blogs, and other online journals and diaries; bulletin boards and chat rooms, microblogging and all other social networking sites, instant messaging and the posting of video on YouTube and similar media.



This policy should be read and interpreted in conjunction with other City policies, including but not limited to, policies prohibiting harassment, discrimination, offensive conduct or inappropriate behavior and the City's Computer Use, Internet Use and Email Use policies. Violations of the City's Social Networking Policy may lead to disciplinary action, up to and including termination.

Employee Guidelines

- b. Never disclose any confidential information concerning another employee of the City in a blog or other posting to the Internet. Posting of confidential information may violate State law and subject the user to criminal penalty. All requests for City documents must be processed through the Public Information Act.
- c. Employees must abide by all Federal and State law and policies of the City with regard to information sent through the Internet.
- d. If the employee's social networking includes any information related to the City, the employee must make it clear to the readers that the views expressed are the employee's alone and not reflective of the views of the City.
- e. Employees are encouraged to act responsibly on and off duty, and to exercise good judgment when using social media.
- f. Respect coworkers and the City. Do not put anything on your blog or post any information and/or pictures on the Internet that may defame, embarrass, insult, demean or damage the reputation of the City or any of its employees.
- g. Do not put anything in your blog or post any information and/or pictures that may constitute violation of the City's Harassment policy. Do not post any pornographic pictures of any type that could identify you as an employee of the City.



Section 7 – Disciplinary Procedures and Appeals

7.1. CONDUCT-EXPECTED BEHAVIORS

The establishment of standards of discipline and conduct is under the jurisdiction of the City Manager with the responsibility for observance of the standards by all employees delegated to management and supervisory personnel.

It is the duty of each employee to maintain cooperation, efficiency and economy in their work for the City. Department Directors and supervisors shall plan, organize and direct the work of their subordinates to achieve departmental objectives. All employees are expected to perform satisfactorily the job duties for which they have been employed, to maintain appropriate personal conduct on the job, to render courteous and efficient service to the public, to be mindful of safety practices, and to exercise the utmost care in the use of City property.

7.2. ADVERSE ACTIONS

The City may deny or reject any application, appointment or promotion, or suspend, demote or remove any employee, at any time that the City Manager determines that such action will fail to promote the efficiency of the City's services.

Specific Factors: Factors that may be used in making a determination as to any applicant or employee as a basis for adverse action include but are not limited to the following. This list is not exhaustive. The City Manager may determine that other actions of the employee that are not listed warrant an adverse action. Please reference other sections of this handbook for other activities considered an adverse action.

7.2.1. Dishonesty

- a. Lying or giving false testimony;
- b. False statements, incomplete statements, deception, or fraud in applications, examinations or representations made for appointment or promotion;
- c. Failure to disclose to the City Council, City Manager or other appropriate supervisory personnel any matter which the employee knows, or reasonably should know, is relevant to his/her own employment, the employment by the City of any other person, or which otherwise substantially affects the efficiency and/or integrity of City functions;
- d. Doing personal work or performing other personal tasks or errands while on duty for the City, or otherwise failing to devote full time, energy and best efforts to City employment;
- e. Stealing or taking employer property or other employees' property without proper authorization;
- f. Misuse of employer or other employees' funds or property;



- g. Cheating, forging or willfully falsifying reports, records, or documents, misuse of leave of absence;
- h. Providing keys, combinations and/or passwords to unauthorized persons; or
- i. Any other action detrimental to the employer or fellow employees.

7.2.2. Disturbance

- a. Fighting;
- b. Using profane, abusive or threatening language;
- c. Horseplay;
- d. Causing injury to fellow employees through deliberate action or gross negligence;
- e. Spreading false reports;
- f. Maliciously gossiping and/or spreading rumors; or
- g. Otherwise disrupting harmonious relationships between employees.

7.2.3. Unauthorized / Misuse of City Equipment

- a. Using, possessing, taking or providing any City equipment, credentials, or services for other than official City business without proper authority;
- b. Reckless driving and/or misuse of City equipment;
- c. Not taking precaution or proper care when using City equipment.
- d. Deliberate damage or destruction of City equipment or property;
- e. Altering, removing or destroying City records;
- f. Advocacy of or participating in unlawful trespass or seizure of City property;
- g. Unauthorized removal, use or appropriation of property belonging to the City or to another City employee; or
- h. Unauthorized loaning of keys, or permitting duplication thereof, to any City property or equipment, or otherwise permitting other person(s) to make unauthorized use, removal or appropriation of City property or equipment.

7.2.4. Misconduct

- a. Any criminal offense or other misconduct which could have an adverse effect on the employer or on the confidence of the public in the integrity of the City government, or on the relationship of the employee and other employees.
- b. Conduct subversive to the proper order, discipline and morale of City employees; conduct unbecoming; unexcused failure to obey City work rules, policies or procedures;
- c. Failure to follow departmental and City organization chain of command;
- d. Engaging in any job-related misconduct not otherwise described herein when an employee knows, or reasonably should know, that such conduct has caused or reasonably can be expected to cause, a significant impairment in the efficiency of the City in general or of such employee in particular; or



7.2.5. Courtesy

- a. Failure to maintain an objectively reasonable level of cooperation with supervisors and co-workers; or
- b. Failure to treat members of the public with courtesy and respect at all times while on duty.

7.2.6. Abuse of Drug or Alcohol

- a. Reporting to work or being “on-call” in unfit condition, being under the influence of intoxicants or under the influence of controlled substance or dangerous drugs, including marijuana, narcotics, or intoxicating drugs of any kind; or
- b. Drinking intoxicants or taking into the body of an unlawful controlled substance or dangerous drug, including marijuana during working hours, or possessing intoxicants or unlawfully possessing controlled substances, including marijuana, narcotics, or dangerous drugs, on City property or in City vehicles.

7.2.7. Statutory or Job Qualification

- a. Failure to meet or maintain any statutory or job qualification which would make the individual fit for the job; or
- b. Failure to meet and maintain requirements of the individual’s job description.
- c. Incompetence stemming from an inability or unwillingness to perform assigned work satisfactorily.

7.2.8. Unsatisfactory Attendance

- a. Unauthorized absence and/or tardiness; or
- b. An absence of two (2) days or more without notification to the City Manager shall constitute a voluntary abandonment of employment.

7.2.9. Indifference toward Work

- a. Failure to remain at work, inefficiency, carelessness, loafing while on duty, wasting work time, unauthorized absence from the work area while on duty, or sleeping on the job;
- b. Careless, unsafe or otherwise improper use of personal property or equipment while on duty, or of City property or equipment at any time;
- c. Performing personal business during working hours, abuse of eating and/or rest period, sleeping or being inattentive during working hours, interfering with work of others, mistreatment of the public or other employees;
- d. Use of personal cell phone while on duty operating City machinery or vehicle unless for City business or for family emergencies; or
- e. Failure consistently to meet objectively reasonable standards of performance.



7.2.10. Insubordination

- a. Willful failure or refusal to perform assigned work or fully comply with instructions, directions, or orders as requested by the immediate supervisor or Department Director.
- b. If the employee believes the instruction, direction, or order is improper, the employee should obey the order or instruction or direction and file a grievance later.
- c. If an employee believes an instruction, direction or order would cause injury to self or others they may refuse the order and must file a grievance immediately.

7.2.11. Violation of Safety Rules

- a. Smoking in prohibited areas;
- b. Improper removal of safety guards, fire extinguishers or other equipment designed to protect employees; or
- c. Failure to use safety equipment or to follow safety rules or failure to report an on-the job injury, vehicle accident, or unsafe condition.

7.2.12. Weapons

The control of, or possession by, any employee of a handgun or other weapon and/or ammunition is strictly prohibited in a City vehicle or in any City buildings. This subsection shall not be applicable to certified licensed peace officers.

7.3. ARRESTS, CONFINEMENTS AND INDICTMENTS

City employees are subject to disciplinary action and/or job restrictions for violations of law. This policy applies to acts prohibited by law that result in charges being filed, arrest, confinement, indictment, and/or conviction, as well as to acts prohibited by law not resulting in charges filed, arrest, confinement, or indictment.

Employees must immediately notify their Department Director within twenty-four (24) hours if they are arrested, charged, indicted, convicted, receive deferred adjudication, or plead no contest to any class "C" misdemeanor or above. Employees who do not drive as a part of their job duties with the City are not required to report minor traffic violations.

In most instances, the City will conduct its own investigation and take appropriate action. An employee arrested, charged, or indicted for a felony or misdemeanor, or accused by information of official misconduct or other serious criminal violation may be placed on administrative leave (with or without pay) until the charge, indictment or information is dismissed or fully adjudicated without trial, and if tried, until the trial and appeal (if any) are completed and all related administrative matters are concluded. Such a determination will be made by the City Manager.

If the indictment or information is dismissed, the employee is acquitted, or the conviction is reversed on appeal, an employee on administrative leave may be reinstated to the position held



before being placed on administrative leave. If an employee was placed on administrative leave without pay, upon reinstatement they will receive back all pay missed while on administrative leave.

7.4. INDIVIDUAL DEPARTMENTAL RULES AND POLICIES

With the approval of the City Manager, departments may have written personnel policies and procedures which are separate from or in addition to the policies and procedures listed in this manual. Departmental personnel policies and procedures are to be followed; however, no departmental personnel policy or procedure shall be inconsistent with the Employee Handbook. Should a conflict arise, the Employee Handbook will supersede the conflicting departmental policy or procedure.

7.5. DISCIPLINARY PROCEDURES, PROBATION AND DISMISSAL

The following disciplinary procedures are merely suggestions. In every case where disciplinary action is needed, the action taken will be tailored to fit the specific offense or violation for which it is intended. The specific situation and the performance record of the individual involved will always be taken into consideration. Nothing in the suggested procedures are intended to imply the procedures must be followed in any particular order. The City reserves the right to dismiss an employee at any time. Every disciplinary action taken will be recorded to provide documentation that rules are enforced equitably and in accordance with stated policy.

Verbal Reprimand: Best suited to minor rule infraction or incident of substandard performance. A supervisor will explain exactly what the employee did wrong and why it is important the incident not be repeated. Supervisors shall keep a record of the verbal reprimand that shall be kept in the employee's personnel file.

Written Reprimand: A written reprimand is a formal disciplinary action in which an employee's inappropriate actions are detailed in writing which will serve to caution the employee that similar conduct will result in further disciplinary action. Supervisor shall detail the event in a report that shall be signed by the employee, the supervisor, and the City Manager. Space will also be provided for written comments from the employee. A copy of the written reprimand shall be kept in the employee's personnel file.

Disciplinary Probation: A Department Director may authorize, with the approval of the City Manager, the placement of an employee on disciplinary probation as a disciplinary measure for a serious violation of department and City policies and procedures. The probationary period allows time for the employee to show improvement on the problem(s) specified at the time of the probation. The probation will be initiated by a written document signed by both the supervisor and the employee which:



- a. Identifies the problem(s);
- b. Indicates the necessary improvement;
- c. Specifies the length of the probationary period; and
- d. Informs the employee of further disciplinary action which could result from failure to show satisfactory improvement within the specified probationary period.

Any employee who is on disciplinary probation is not eligible for merit increases, transfer, or promotion.

Dismissal: A Department Director may dismiss an employee, with the approval of the City Manager, at any time.

7.6. PERFORMANCE COUNSELING

Any employee who exhibits substandard work performance will be given the opportunity to improve the performance level. Department Directors and supervisors will attempt to counsel substandard performers using the following guidelines:

Initial Counseling: For the first indication of substandard work performance, the supervisor should advise the employee of his/her unsatisfactory performance and recommend specific areas of improvement. A written record may be retained within the employee's department.

Written Documentation: For a second indication of substandard performance, the supervisor will state in writing:

- a. The specific deficiencies observed in the employee's performance;
- b. The necessary improvements;
- c. The period of time in which improvement must occur; and
- d. Further action which may result if the employee fails to show satisfactory improvement.

A Developmental Counseling Form (see Attachment C) shall be signed by both the employee and the supervisor and a copy shall be maintained within the department and the original forwarded to the City Manager. If the employee refuses to sign, the supervisor must have a witness sign to show a copy was given to the employee.

7.7. GRIEVANCE-FILING PROCEDURES

An employee who has a complaint about a disciplinary action taken against him/her which results in lost compensation or termination has the right to file a grievance in accordance with the procedures outlined below. No employee will be discriminated against, harassed, intimidated, nor suffer reprisal as a result of filing a grievance or participating in the investigation of a grievance by providing information, testimony, or arising in an investigation in any way.



Employees should present their own case. The Department Director (or immediate supervisor if appropriate) shall advise and aid the employee in a fair and objective manner. The employee may use legal counsel if he/she desires. However, the employee shall advise the Department Director in advance and in writing that he/she chooses to do so.

- a. Within ten (10) business days of becoming aggrieved, the employee shall submit his grievance to the City Manager in writing. The employee shall include all pertinent facts, details, restitution sought, and possible solutions.
- b. The City Manager shall determine whether the grievance falls within the scope of an allowable grievance and if so shall set a date for a formal hearing on the matter if it is determined that grievance is appropriate.
- c. The hearing shall be held within ten (10) days of the written filing to the City Manager, if possible, unless the employee requests additional time.
- d. The hearing shall consist of:
 1. Two Department Directors from a department outside of the grievant's origination.
 2. One person in the employ of the City appointed by the employee
 3. The City shall be represented by the City Attorney
- e. Each side will be given equal opportunity to present their case. Presentations shall be limited to relevant facts that are generally capable of being substantiated. Hearsay¹ will not be allowed or considered. The panel shall make a written recommendation to the City Manager who then shall rule on the grievance.
- f. The hearing panel may recommend any action including, but not limited to, an increase or decrease in disciplinary action given to an employee following the hearing.
- g. The City Manager may take any action including but not limited to an increase or decrease in disciplinary action given to an employee following the recommendation from the hearing panel.
- h. The judgment of the City Manager shall be final and shall be given in writing within ten (10) business days of the close of the hearing.

¹ **Hearsay** is defined as a statement made outside the hearing introduced to prove the truth of the matter asserted therein.



- i. A summary of the proceeding along with each decision shall be placed in the personnel file of the individual. The City Secretary will maintain the complete file of the proceedings in a file designated for such purposes.

7.8. COMPLAINTS AGAINST CITY OFFICERS

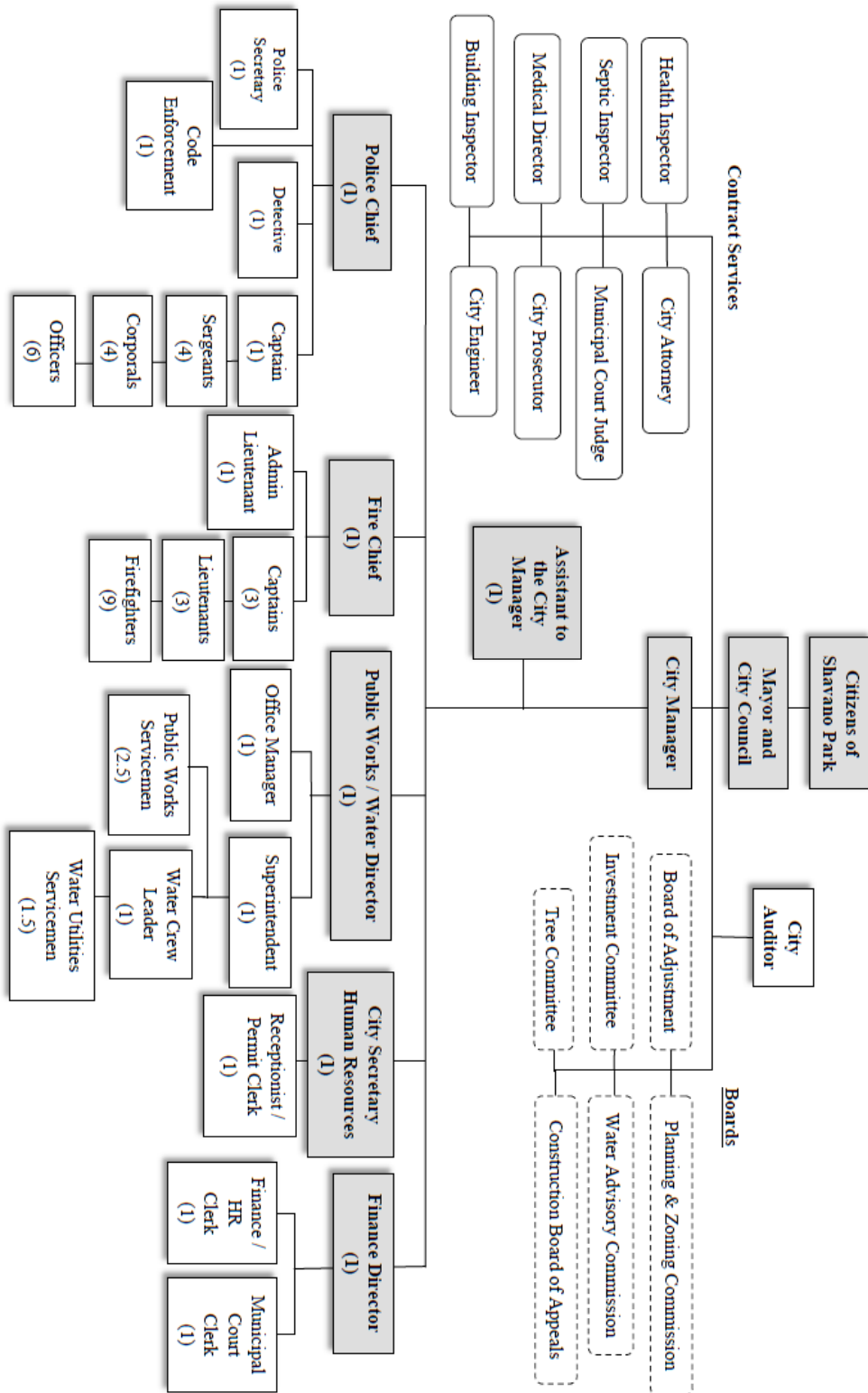
All complaints against City Officers shall be filed in compliance with Chapter 2, Article V, Section 2-66 of the City of Shavano Park City Ordinances. Inquire with the City Secretary if you need assistance finding the ordinance.



ATTACHMENT A

ORGANIZATIONAL FLOWCHART

Approved by Council on August 28, 2017.





ATTACHMENT B
OFFICIAL HOLIDAYS

Approved by Council on November 27, 2017.

Official Holidays – The following legal holidays will be observed as official holidays of the City of Shavano Park. If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will normally be observed on the following Monday.

2018 HOLIDAYS	DATE	DATE OBSERVED
New Year's Day	January 1 st	Monday, January 1 st
Martin Luther King Jr. Day	3 rd Monday in January	Monday, January 15 th
President's Day	3 rd Monday in February	Monday, February 19 th
Good Friday	Friday before Easter	Friday, March 30 th
Battle of the Flowers	Friday of Fiesta Week	Friday, April 27 th
Memorial Day	Last Monday in May	Monday, May 28 th
Independence Day	July 4 th	Wednesday, July 4 th
Labor Day	1 st Monday in September	Monday, September 3 rd
*Patriots' Day	September 11 th	Tuesday, September 11 th
Veterans Day	November 11 th	Monday, November 12 th
Thanksgiving Day	4 th Thursday in November	Thursday, November 22 nd
Day After Thanksgiving	4 th Friday in November	Friday, November 23 rd
Christmas Eve	December 24 th	Monday, December 24 th
Christmas Day	December 25 th	Tuesday, December 25 th

*State law entitles firefighters to a paid day off from work on September 11th (Patriot's Day) with the option of using a personal paid vacation day or switching a paid holiday. The firefighter is entitled the holiday only if their supervisor does not require them to work that day to maintain minimum staffing necessary for public safety.

See Section 5.3 for further details on the City's policies concerning Official Holidays.



ATTACHMENT C

DEVELOPMENTAL COUNSELING FORM					
The proponent is the City Manager					
DATA REQUIRED BY THE PRIVACY ACT OF 1974					
AUTHORITY:	Code of Ordinances, City of Shavano Park				
PRINCIPAL PURPOSE:	To assist leaders in conducting and recording counseling data pertaining to subordinates.				
ROUTINE USES:	The COSP Routine Uses set forth in the personnel manual apply to this system.				
DISCLOSURE:	Disclosure is voluntary.				
PART 1 - ADMINISTRATIVE DATA					
Name (Last, First, MI)		Position		Date of Counseling	
Department		Name and Title of Counselor			
PART II - BACKGROUND INFORMATION					
Purpose of Counseling: <i>(Leader states the reason for the counseling, e.g. Performance/Professional or Event-Oriented counseling, and includes the leader's facts and observations prior to the counseling.)</i>					
PART III - SUMMARY OF COUNSELING					
Complete this section during or immediately subsequent to counseling.					
Key Points of Discussion:					
OTHER INSTRUCTIONS					
<i>This form will be destroyed upon: reassignment (other than rehabilitative transfers), separation, or upon retirement.</i>					



Plan of Action (Outlines actions that the subordinate will do after the counseling session to reach the agreed upon goal(s). The action is specific enough to modify or maintain the subordinate's behavior and include a specified time line for implementation and assessment.)

Session Closing: (The leader summarizes the key points of the session and checks if the subordinate understands the plan of action. The subordinate agrees/disagrees and provides remarks if appropriate.)

Individual counseled: ☐ I agree ☐ disagree with the information above.

Individual counseled remarks:

Signature of Individual Counseled: _____

Date: _____

Leader Responsibilities: (Leader's responsibilities in implementing the plan of action.)

Signature of Counselor: _____

Date: _____

PART IV - ASSESSMENT OF THE PLAN OF ACTION

Assessment: (Did the plan of action achieve the desired results? This section is completed by both the leader and the individual counseled. It provides useful information for follow-up counseling.)

Counselor: _____ Individual Counseled: _____ Date of Assessment: _____

Note: Both the counselor and the individual counseled should retain a record of the counseling.

CITY COUNCIL STAFF SUMMARY

Meeting Date: 2-26-2018

Agenda item: 8.9

Prepared by: Lara Feagins

Reviewed by: Bill Hill

AGENDA ITEM DESCRIPTION:

Approval - Quarterly investment report ending December 31, 2017

X

Attachments for Reference:

- 1) Quarterly Investment Report December 31, 2017
- 2) Frost Bank Pledged Securities December 31, 2017
- 3) Cash Balance by Fund

BACKGROUND / HISTORY: Per the Public Funds Investment Act (PFIA) (Chapter 2256.023) quarterly investment reports are required to be submitted to the governing body. The Act requires that all the investment officers sign the report and that it includes a statement that the City funds are maintained in compliance with the PFIA and the City's investment policy. These reports are also reviewed by the Independent Auditor during the annual review.

DISCUSSION: Attachment #1 is the required Quarterly Investment Report ending December 31, 2017. The reported balances as of December 31, 2017 are the bank balances and may not reflect checks/deposits that remain outstanding.

The City's investment policy requires to report the portfolio percentage by investments, the following is the % breakdown by Security Type.

<u>Investment Portfolio:</u>	<u>Balances</u>	<u>Portfolio %</u>
Pools	\$2,325,472	70.02%
CD's	\$ 995,645	29.98%

Attachment #2 is the Pledge Securities report from Frost Bank as of December 31, 2017. Total depository funds at Frost were fully collateralized with Pledged Securities of \$6,753,089 and FDIC of \$250,000.

<u>Depository</u>	<u>Balances</u>
Frost Accounts	\$6,942,988

Attachment #3 represents the actual Cash Balance by all Funds per the general ledger as of December 31, 2017 and total \$9,691,298

COURSES OF ACTION: Accept – December 31, 2017 Quarterly Investment Report

FINANCIAL IMPACT: N/A

STAFF RECOMMENDATION: Accept - December 31, 2017 Quarterly Investment Report

City of Shavano Park, Texas
Quarterly Investment Report
Period Ending December 31, 2017

Portfolio Type	Beginning 10/01/2017	Total Deposits / (Withdrawals)	Interest	Ending 12/31/2017	Average Monthly Rate	Days To Maturity	Maturity Date
GENERAL FUND 10							
TexStar	1,516,075.49	250,000.00	4,886.47	1,770,961.96	1.0980%	1	n/a
TexPool	100,759.44	0.00	276.26	101,035.70	1.0788%	1	n/a
Security Service Credit Union	125,112.12	0.00	371.56	125,483.68	1.2000%	359	12/25/18
United Federal Credit Union	123,130.58	0.00	773.71	123,904.29	1.2500%	539	5/24/19
Crockett National Bank	248,000.00	0.00	0.00	248,000.00	0.3500%	47	2/16/18
Generations Credit Union	248,219.03	0.00	650.34	248,869.37	1.0500%	225	8/13/18
Total - General Fund	\$ 2,361,296.66	250,000.00	\$ 6,958.34	\$ 2,618,255.00			
WATER FUND 20							
TexStar	526,767.72	-250,000.00	773.97	277,541.69	1.0980%	1	n/a
TexPool	361.30	0.00	0.92	362.22	1.0788%	1	n/a
Security Service Credit Union	125,112.12	0.00	371.56	125,483.68	1.2000%	359	12/25/18
United Federal Credit Union	123,130.58	0.00	773.71	123,904.29	1.2500%	539	5/24/19
Total - Water Fund	\$ 775,371.72	(250,000.00)	\$ 1,920.16	\$ 527,291.88			
DEBT SERVICE FUND 30							
TexStar	74,434.99	0.00	206.24	74,641.23	1.0980%	1	n/a
TexPool	100,653.54	0.00	276.01	100,929.55	1.0788%	1	n/a
Total - Debt Service Fund	\$ 175,088.53	\$ -	\$ 482.25	\$ 175,570.78			
GENERAL FUND 10							
Depository	1,008,514.50	1,231,222.38	1,745.35	2,241,482.23	0.7667%	1	n/a
Depository	416,092.16	78,014.63	1,513.56	495,620.35	0.7667%	1	n/a
Depository	100,048.68	0.00	174.16	100,222.84	0.7667%	1	n/a
Depository	3,292,743.37	\$0.00	\$5,732.13	3,298,475.50	0.7667%	1	n/a
Depository	674,779.31	\$24,332.35	1,199.70	700,311.36	0.7667%	1	n/a
Depository	104,149.86	0.00	421.72	104,571.58	0.7667%	1	n/a
Depository	2,300.28	0.00	4.00	2,304.28	0.7667%	1	n/a
Total - Depository Funds	\$ 5,598,628.16	\$ 1,333,569.36	\$ 10,790.62	\$ 6,942,988.14			
Grand Total of All Funds							
	\$ 8,910,385.07	\$ 1,333,569.36	\$ 20,151.37	\$ 10,264,105.80			

We certify that City Funds are maintained in compliance with the City's Investment policy strategies and the relevant provisions of the Public Funds Investment Act (Chapter 2256 of the Texas Government Code)

Bill Hill
Bill Hill, City Manager
02/20/2018

Lara Feagins
Lara Feagins, Finance Director
02/20/2018

Investment Portfolio Pledged Securities

Frost Bank
San Antonio, TX

InTrader (pledged)
Last : 12/28/2017
As-of: 12/31/2017
001

Sec ID Loc	Ticket	Security Description Line 1 Security Description Line 2	Safekeeping Agent Rate	Maturity	Grp	Original Face S & P Par/Curr Face Moody	Priced Pledged	Book Value Market Value
PLEDGED TO: sh22 CITY OF SHAVANO PARK								
912828D80		U.S. Treasury Notes	Federal Reserve Bank a/c 1030			500,000.00	12/29/2017	498,827.95
fr0	237003661	Pledge Description: pledge s/d 2/10/17	1.625	08/31/2019	ipa_14	500,000.00	02/10/2017	497,969.00
912828F62		U.S. Treasury Notes	Federal Reserve Bank a/c 1030			2,982,000.00	12/29/2017	2,981,464.25
fr0	160093136	Pledge Description: pledge s/d 2/8/16	1.5	10/31/2019	ipa_14	2,982,000.00	02/08/2016	2,961,498.75
912828F62		U.S. Treasury Notes	Federal Reserve Bank a/c 1030			1,300,000.00	12/29/2017	1,297,407.10
fr0	237004581	Pledge Description: pledge s/d 1/26/16	1.5	10/31/2019	ipa_14	1,300,000.00	01/26/2016	1,291,062.50
3128L45B6		FHLMC 30 YEAR FIXED	Federal Reserve Bank a/c 1030			6,272,720.00	12/29/2017	148,079.51
fr0	160053365	POOL A71742	6	11/01/2037	ipa_6	145,783.37	12/19/2014	164,291.93
		Pledge Description: pledge s/d 12/19/14						
31335H4G5		FHLMC 20 YEAR FIXED	Federal Reserve Bank a/c 1030			9,565,000.00	12/29/2017	332,633.45
fr0	154020641	POOL C90823	5	04/01/2024	ipa_6	330,036.59	01/13/2014	354,653.41
		Pledge Description: pledge s/d 01/13/14						
31335H4G5		FHLMC 20 YEAR FIXED	Federal Reserve Bank a/c 1030			5,335,000.00	12/29/2017	185,530.52
fr0	154020641	POOL C90823	5	04/01/2024	ipa_6	184,082.09	01/31/2013	197,812.43
		Pledge Description: pledge s/d 01/31/13						
31335H4G5		FHLMC 20 YEAR FIXED	Federal Reserve Bank a/c 1030			5,290,000.00	12/29/2017	183,965.60
fr0	154020641	POOL C90823	5	04/01/2024	ipa_6	182,529.39	05/14/2013	196,143.92
		Pledge Description: Pledge s/d 05/14/13						
31335H4G5		FHLMC 20 YEAR FIXED	Federal Reserve Bank a/c 1030			9,555,000.00	12/29/2017	332,285.69
fr0	154020641	POOL C90823	5	04/01/2024	ipa_6	329,691.55	12/09/2013	354,282.64
		Pledge Description: pledge s/d 12/09/13						
31335H4G5		FHLMC 20 YEAR FIXED	Federal Reserve Bank a/c 1030			22,800,000.00	12/29/2017	792,895.21
fr0	154020641	POOL C90823	5	04/01/2024	ipa_6	786,705.11	12/28/2012	845,384.00
		Pledge Description: pledge s/d 12/28/12						
TOTAL FOR PLEDGE ID sh22								
Pledged: 9		Orig Face: 63,599,720.00	Current Face: 6,740,828.10		Market: 6,863,098.58		Book: 6,753,089.28	

CITY OF SHAVANO PARK

CASH & INVESTMENT BY FUND PER GENERAL LEDGER	December 31, 2017
General Fund (10)	\$ 3,916,511
Water Fund (20)	\$ 437,777
Water Capital Replacement Fund (72)	\$ 448,330
Debt Service Fund (30)	\$ 358,043
Crime Control District Fund (40)	\$ 694,116
PEG Funds (42)	\$ 108,464
Oak Wild Fund (45)	\$ 72,362
Street Maintenance Fund (48)	\$ 309,008
Court Security/Technology (50)	\$ 59,628
Child Safety Fund (52)	\$ 5,369
LEOSE Fund (53)	\$ (1,589)
GF Capital Replacement Fund (70)	\$ 3,280,976
Pet Documentation and Rescue Fund (75)	\$ 2,304
Total Cash & Investments *	\$ 9,691,298

* Total Cash and investments represents all Fund per the general ledger, not balances at bank.