



MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
February 2, 2021

HAL BALDWIN MUNICIPAL COMPLEX COUNCIL CHAMBERS
1400 SCHERTZ PARKWAY BUILDING #4
SCHERTZ, TEXAS 78154

CITY OF SCHERTZ CORE VALUES

Do the right thing

Do the best you can

Treat others the way you want to be treated

Work cooperatively as a team

AGENDA
TUESDAY, FEBRUARY 2, 2021 at 6:00 p.m.

Call to Order

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

A. Mayor Pro-Tem Oath of Office - Oath of Office administered to Councilmember Jill Whittaker. (B. Dennis)

Presentations

- Proclamation recognizing and designating February 2021 as Career and Technology Education Month. (Mayor/Amy Massey/Cassandra Garcia)
- Historical Preservation Committee Annual Report. (M. Browne/B. James/D. Weirtz/D. Bourgeois)

Employee Recognition

- Collin Sherman - EDC Marketing & Recruitment Manager. (M. Browne/A. Perez)
- Hunter Valdez - EMS Full Time Paramedic; William Fowler IV EMS P/T Paramedic. (M. Browne/C. Kelm/J. Mabbitt)
- Analyse Miranda - Park and Recreation Administrative Assistant. (M. Browne/B. James/L. Shrum)
- Bryce Burch, Roberto Garcia, Cole Moody - Street Worker 1. (M. Browne/C. Kelm/S. Williams/D. Letbetter)
- Valentine Ruiz Jr. - Schertz-Seguin Local Government Corporation Assistant General Manager.

City Events and Announcements

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

Hearing of Residents

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

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

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

Consent Agenda Items

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

1. **Minutes** – Consideration and/or action regarding the approval of the minutes of the regular meeting of January 26, 2021. (B. Dennis)
2. **Resolution 21-R-13** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, approving Employee Policies. (M. Browne/C. Kelm/J. Kurz)
3. **Resolution 21-R-12** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing and approving a professional services agreement with M&S Engineering for various on-call engineering services and all matters in connection therewith. (M. Browne/C. Kelm/S. McClelland)
4. **Ordinance No. 21-A-04**- Consideration and/or action for an Ordinance on a request for voluntary annexation of approximately 142 acres of land located generally 3,500 feet southwest of the intersection of Doerr Lane and Bell North Drive, Comal County, Texas (B. James / L. Wood / E. Delgado) ***Final Reading***
5. **Ordinance No. 21-S-03**- Consider and act upon a request to rezone approximately 142 acres of land to Manufacturing District- Light (M-1). The subject property is located generally 3,500 feet southwest of the intersection of Doerr Lane and Bell North Drive, Comal County, Texas. (B. James / L. Wood / E. Delgado) ***Final Reading***

Roll Call Vote Confirmation

Workshop

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

Information available in City Council Packets - NO DISCUSSION TO OCCUR

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

Requests and Announcements

- Announcements by the City Manager.
- Requests by Mayor and Councilmembers for updates or information from staff.
- Requests by Mayor and Councilmembers that items or presentations be placed on a future City Council agenda.
- Announcements by Mayor and Councilmembers
 - City and community events attended and to be attended
 - City Council Committee and Liaison Assignments (see assignments below)
 - Continuing education events attended and to be attended
 - Recognition of actions by City employees
 - Recognition of actions by community volunteers

Adjournment

CERTIFICATION

I, BRENDA DENNIS, CITY SECRETARY OF THE CITY OF SCHERTZ, TEXAS, DO HEREBY CERTIFY THAT THE ABOVE AGENDA WAS PREPARED AND POSTED ON THE OFFICIAL BULLETIN BOARDS ON THIS THE 29th DAY OF JANUARY 2021 AT 4:00 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

BRENDA DENNIS

I CERTIFY THAT THE ATTACHED NOTICE AND AGENDA OF ITEMS TO BE CONSIDERED BY THE CITY COUNCIL WAS REMOVED BY ME FROM THE OFFICIAL BULLETIN BOARD ON ____ DAY OF _____, 2021. TITLE: _____

This facility is accessible in accordance with the Americans with Disabilities Act. Handicapped parking spaces are available. If you require special assistance or have a request for sign interpretative services

or other services, please call 210-619-1030.

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

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

COUNCIL COMMITTEE AND LIAISON ASSIGNMENTS

Mayor Gutierrez Audit Committee Investment Advisory Committee Main Street Committee	Councilmember Scagliola – Place 5 Cibolo Valley Local Government Corporation - Alternate Hal Baldwin Scholarship Committee Interview Committee for Boards and Commissions - Alternate Schertz-Seguin Local Government Corporation
Councilmember Davis– Place 1 Interview Committee for Boards and Commissions Main Street Committee - Chair Schertz Housing Authority Board TIRZ II Board	Councilmember Scott – Place 2 Interview Committee for Boards and Commissions Schertz Animal Services Advisory Commission
Councilmember Whittaker – Place 3 Audit Committee TIRZ II Board	Councilmember Dahle – Place 4 Cibolo Valley Local Government Corporation Interview Committee for Boards and Commissions TIRZ II Board
Councilmember Heyward – Place 6 Audit Committee Investment Advisory Committee Main Street Committee	Councilmember Brown – Place 7 Main Street Committee Schertz-Seguin Local Government Corporation - Alternate

CITY COUNCIL MEMORANDUM

City Council Meeting: February 2, 2021
Department: City Secretary
Subject: Minutes – Consideration and/or action regarding the approval of the minutes of the regular meeting of January 26, 2021. (B. Dennis)

BACKGROUND

The City Council held a Regular City Council meeting on January 26, 2021.

RECOMMENDATION

Recommend Approval.

Attachments

1-26-2021 Draft Minutes

DRAFT

MINUTES REGULAR MEETING January 26, 2021

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on January 26, 2021, at 6:00 p.m. in the Hal Baldwin Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas. The following members present to-wit:

Present: Mayor Ralph Gutierrez; Mayor Pro-Tem Rosemary Scott; Councilmember Mark Davis; Councilmember Jill Whittaker; Councilmember Michael Dahle; Councilmember David Scagliola; Councilmember Allison Heyward; Councilmember Tim Brown

City City Manager Dr. Mark Browne; Assistant City Manager Brian James;
Staff: Assistant City Manager Charles Kelm; City Attorney Daniel Santee; City Secretary Brenda Dennis; Assistant to the City Manager Sarah Gonzalez

Call to Order

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

Opening Prayer and Pledges of Allegiance to the Flags of the United States and State of Texas. (Mayor Pro-Tem Scott)

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

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

Employee Recognition

Employee Service Pins

City Manager Dr. Mark Browne presented the following service pins and thanked those

employees for their many years of service to the City:

- 20 year Service Pin awarded to Shelley Krauss - (M. Browne)
- 20 year Service Pin awarded to Michael Jernigan - (M. Browne)
- 20 year Service Pin awarded to Mack Melancon - (M. Browne)

Each employee introduce their family members who were present.

City Events and Announcements

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

Mayor Gutierrez recognized Assistant to the City Manager Sarah Gonzalez who provided the following information:

Saturday, January 30, 2021 Health & Wholeness Fair - 10 AM – 1 PM,
Schertz Civic Center - Free to the Public

Tuesday, February 2nd - Next regular scheduled Council meeting

March 4th-May 6th - The Schertz Police Department is hosting the Citizens Police Academy starting March 4, 2021 and ending on May 6, 2021. The classes are every Thursday from 6pm-9pm. At this time, the location of the class is to be determined. Depending on how many applications we receive will depend on having the classes in the PD training room or another location.

Applications are available at the Police Department or by visiting the Schertz website www.Schertz.com/351/Schertz-Citizens-Police-Academy, completing the PDF application, and returning the application to the Schertz Police Department, attention Officer Anna Kraft.

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

City Manager Dr. Browne thanked the Fire Department and all Public Safety Employees who executed a great vaccine clinic. He also thanked all other staff members who volunteered their time to make this event go smooth. Particular thanks to Emergency Management Coordinator Summer Hall and Fire Chief Kade Long and Assistant City Manager Charles Kelm for their leadership. Also, a special thanks to all those volunteers from our surrounding cities.

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

Mayor Gutierrez also thanked all Schertz staff members, our partners from Selma, Cibolo, Seguin, New Braunfels, Live Oak as well as County staff and our Community volunteers for helping with our vaccine clinic. The success of vaccinating over 1000 individuals could not have been accomplished without having everyone's participation. We say thank you very much!

Hearing of Residents

This time is set aside for any person who wishes to address the City Council. Each person is limited to 3 minutes, and we ask before addressing the Council, for the record, please state your name and address. Mayor Gutierrez read the five rules that were on the overhead. For the record please state your name address.

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

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

Mayor Gutierrez recognized the following who spoke:

- Mr. Jack Miller, 4839 Dick Gordon Street, Kirby who addressed the council regarding the officers comments "if you don't calm down, they were going to get it" - that is his beef. The officer indicated that if they didn't calm down, Mr. & Mrs. Rayford - the black citizens who were angry were going to get it. Officer indicated that he was going to take some type of police action if they didn't calm down. Mr. Miller showed 3 words "angry black citizen" on a storyboard. If police ever encounter them in any form, angry black, angry citizen, black citizen, they can not take any police action unless they have a reason. He has not seen anything where Officer Chavarria will not take that action again. No one is telling him that was a problem. There was a long silence - - Mr. Miller indicated that that is how long it took Mr. Rayford to stop when the cops turned on their lights, and just to let everyone know just the other day he got pulled over for a taillight that was out, it took him a minute and 30 seconds to stop, on purpose because he called the department to verify that he was actually being pulled over by a police officer. He wasn't tased, nothing happened. The video is going to come out and it is going to show contrast of how the police handled someone who wasn't going stop. Shout out to the officers, if they didn't make the decision to stop Mr. Rayford without seeing a violation he, Mr. Miller would not be here today having this much fun.
- Mr. Leonard Moore, 1653 N. Santa Clara, 78124 who addressed Council providing an example of a dog that was misbehaving and the owner beating the dog, "why are young kids are less than dogs". What did Mr. Rayford do to earn contempt of his life. Mr. Moore continued stating he is not asking for discussion, he is asking to change the policies so police can not do the same anymore as the officers did to Mr. Rayford. Doesn't want words, wants actions.
- Mrs. Mandy Moore who addressed Council again as a matter of importance to

have policy changes. Mrs. Moore continued asking Council to change the policies. Mayor Gutierrez when Mrs. Moore was finished asked her to please state her name and address for the record. She stated "Mandy Moore 1653 N. Santa Clara, 78124."

Mayor Gutierrez asked City Secretary Brenda Dennis if anyone had emailed her a request, she indicated she had not received any at this time.

Consent Agenda Items

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

Mayor Gutierrez read the followin into record:

1. **Minutes** – Consideration and/or action regarding the approval of the minutes of the meeting of the regular meeting of January 12, 2021. (B. Dennis)
2. **Resolution 21-R-08** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing an agreement for Management Services between the City of Schertz and the Schertz/Seguin Local Government Corporation (SSLGC) and other matters in connection therewith.
3. **Resolution No. 21-R-09** - Consideration and/or action approving a Resolution authorizing the seventh amendment to the Interlocal Agreement with the Alamo Area Council of Governments (AACOG) to provide funding in the amount of \$42,666 for transit services in the City of Schertz. (M. Browne/B. James)
4. **Resolution No. 21-R-10** - Consideration and/or action approving a Resolution authorizing and approving the Investment policy and Investment Brokers and other matters in connection therewith. (B. James/J. Walters)
5. **Resolution 21-R-07** - Consideration and/or action approving a Resolution authorizing an amendment to the Professional Services Contract with Ford Engineering for the Elbel Storm Drain and Overlay Project to add signalization of the Westchester intersection to the project. (C. Kelm/K. Woodlee/J. Nowak)

Mayor Gutierrez asked Council if there were any items they wished to remove for separate action, as there were none, Mayor asked for a motion to approve consent agenda items 1 through 5.

Moved by Councilmember Jill Whittaker, seconded by Councilmember Michael Dahle to approve consent agenda items 1 through 5.

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

Passed

Discussion and Action Items

Mayor Gutierrez read the following items into record:

Public Hearings

- 6. Ordinance No. 21-A-04-** Conduct a public hearing, consideration and/or action for an Ordinance on a request for voluntary annexation of approximately 142 acres of land located generally 3,500 feet southwest of the intersection of Doerr Lane and Bell North Drive, Comal County, Texas (B. James / L. Wood / E. Delgado) ***First Reading***

Mayor Gutierrez recognized Senior Planner Emily Delgado who introduced this item providing a PowerPoint presentation regarding the request. Ms. Delgado also pointed out a change that was made after Council received their packet and it was for clarification on terms of the length of the service agreement, this change will be in their packet of information for final reading. Mayor Gutierrez opened the public hearing for those wishing to speak. As no one else spoke, Mayor Gutierrez closed the public hearing for Council comments and questions.

Moved by Councilmember Michael Dahle, seconded by Councilmember Mark Davis to approve Ordinance No. 21-A-04 on first reading with the change noted in the service agreement.

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

Passed

7. **Ordinance No. 21-S-03-** Conduct a public hearing on a request to rezone approximately 142 acres of land to Manufacturing District- Light (M-1). The subject property is located generally 3,500 feet southwest of the intersection of Doerr Lane and Bell North Drive, Comal County, Texas. (B. James / L. Wood / E. Delgado) ***First Reading***

Mayor Gutierrez recognized Senior Planner Emily Delgado who introduced this item providing a brief PowerPoint. Mayor Gutierrez opened the public hearing for those wishing to speak. As no one else spoke, Mayor Gutierrez closed the public hearing for Council comments and questions.

Moved by Councilmember Tim Brown, seconded by Councilmember Michael Dahle to approve Ordinance No. 21-S-03 on first reading.

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

Passed

8. **Resolution No. 21-R-06 -** Conduct a public hearing, consideration and/or action approving a resolution accepting a petition for voluntary annexation of approximately 214 acres of land generally located approximately 6,000 feet east of the intersection between FM 1518 and Lower Seguin Road, also known as Bexar County Property Identification Numbers 309419, 309811, 310011, and 310013, City of Schertz, Bexar County, Texas. (B. James/ L. Wood/ N. Koplyay)

Mayor Gutierrez recognized Senior Planner Nick Koplyay who introduced this item providing a brief PowerPoint. Mayor Gutierrez opened the public hearing for those wishing to speak. As no one else spoke, Mayor Gutierrez closed the public hearing for Council comments and questions.

Moved by Councilmember Michael Dahle, seconded by Councilmember Mark Davis to approve Resolution No. 21-R-06.

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

Passed

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

Mayor Gutierrez stated the Mayor Pro-Tem shall be a Councilmember appointed by the City Council for a term and pursuant to procedures established by the City Council from time to time. The Mayor Pro- Tem shall act as Mayor during the absence or disability of the Mayor and in this capacity shall have the rights conferred upon the Mayor. While acting as Mayor, the Mayor Pro-Tem may vote on any matter before the City Council. Council to discuss the next qualified Councilmember to serve which at this time is Councilmember Jill Whittaker. It was consensus of Council to appoint Councilmember Jill Whittaker as the next Mayor Pro-Tem and indicated that she would be sworn it at the next Council meeting.

Moved by Councilmember Allison Heyward, seconded by Councilmember Mark Davis to appoint Mrs. Jill Whittaker as the next Mayor Pro-Tem.

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

Passed

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

Mayor Gutierrez recognized Emergency Management Coordinator Summer Hall who provided a PowerPoint presentation on the current COVID virus and EOC activities. Ms Summer also in the presentation provided information regarding the vaccination update and the City of Schertz being a vaccine provider and how the last clinic was held and executed. Ms. Hall indicated that during the last vaccination clinic they saw areas in which they will be making improvements should the City once again be able to be a vaccine provider. Ms. Hall addressed questions from Council.

11. 2018 SPAM Resurfacing - Discussion and direction on the 2018 SPAM Resurfacing (chip seal) project and on future SPAM project efforts. (M. Browne/B. James/K. Woodlee/J. Nowak)

Mayor Gutierrez recognized City Engineer Kathy Woodlee and City Engineer John Nowak who provided a PowerPoint presentation regarding the following:

- Pavement Preservation Projects
- Complete Project Overview
- 2020 Project Overview
- How do we select projects
- How do we select treatments applied
- Chip Seal Complaints
- Remedial Recommendations
- Recommendations for future resurfacing efforts
- 2020 SPAM resurface projects moving forward

Mrs. Woodlee and Mr. Nowak addressed questions from Council.

12. Utility billing overdue account discussion - Workshop discussion on the utility billing process for handling overdue accounts. (B. James/J. Walters)

Mayor Gutierrez recognized Finance Director James Walters who reviewed with Council the current practice on handling of overdue utility accounts with Council before any changes occur.

Mr. Walters stated previously, the City would send out a late and penalty notice to citizens who missed a payment on their utility bill. Those customers would be given 10 days to pay their water would be turned off. The Meter Technicians would be called out to residences each month to turn off water for non-payment and staff found this to prompt those residents to pay their utilities.

Once COVID-19 started, staff stopped doing turn-offs to help customers that were negatively affected by the pandemic. At the time it was unclear how long and how large the effect the pandemic would have on the community.

The longer the pandemic went on, some residents began to not pay their bills. This was expected and hopefully allowed those customers to instead pay other necessary bills while they weathered the crisis.

Now staff has noticed some accounts with much larger balances. There is a concern those accounts may find it difficult pay back the balance even after the pandemic passes. This is an unintended side effect of the prolonged nature of the pandemic.

Simply writing this amount off could be considered a gift of public funds and not a good solution. Staff has begun to reach out to those account with larger balances to see if they are willing to enter into a payment contract or at least agree to paying 20% of their bill each month to slow the growth of the balance. No accounts are being turned off at this time.

Staff is considering resuming turn-offs for those not affected by COVID and encouraging those that are to commit to paying part of their balance each month to make it less of a burden when the economic pressures start to ease.

Council provided their thoughts and feed back asking questions of staff. Council was in agreement that they wanted to continue to not do penalties and resume turn-offs with a screening process to exempt or help those affected by COVID-19.

Councilmember Davis requested the amount owed report be broken down into resident versus business.

- 13. Department's performance for 2020** - City Department Heads from the Library, Information Technology, Police Department, Fire Department, and Emergency Medical Services will provide an annual update on their Department's performance for 2020. (M. Browne/B. James/C. Kelm/M. Uhlhorn/M. Clauser/M. Hansen/K. Long/J. Mabbitt)

Mayor Gutierrez recognized the following who provided Council with a 2020 performance PowerPoint report on their departments as well as provided information on how their departments were affected by the COVID 19 virus.

Melissa Uhlhorn - Library Director
Myles Clauser - IT Director
Police Chief - Michael Hansen
Fire Chief - Kade Long
Jason Mabbitt - EMS Director

Roll Call Vote Confirmation

City Secretary Brenda Dennis provided the roll call vote confirmation for agenda items 1 through 9.

Closed Session

Mayor Gutierrez recessed the regular meeting into Closed Session at 9:12 p.m. and read the following item into record:

- 14.** City Council will meet in closed session under section 551.074 of the Texas Government Code, Personnel Matters, to conduct the annual evaluation of the City Manager, Dr. Mark Browne.

Reconvene into Regular Session

Mayor Gutierrez reconvened back into regular session at 10:57 p.m.

- 14a.** Take any action based on discussions held in closed session under Agenda Item 14.

Mayor Gutierrez asked Council if there was a motion

Moved by Mayor Pro-Tem Rosemary Scott, seconded by Councilmember Allison Heyward to continue to retain Dr. Browne as our Schertz City Manager and offer a pay increase of \$3500.00 effective on the next pay cycle.

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

Passed

Roll Call Vote Confirmation

City Secretary Brenda Dennis provided the roll call vote confirmation for agenda item 14A.

Requests and Announcements

- Announcements by the City Manager.

City Manager Dr. Browne wanted to thank the Public Affairs staff for the work they did to communicate out information on our recent vaccine clinic. Thanked the Mayor and his wife Raquel and several other members of Council and community members who assisted with the vaccination clinic.

- Requests by Mayor and Councilmembers for updates or information from staff. No information requested.
- Requests by Mayor and Councilmembers that items or presentations be placed on a future City Council agenda. No items requested.
- Announcements by Mayor and Councilmembers
 - City and community events attended and to be attended
 - City Council Committee and Liaison Assignments (see assignments below)
 - Continuing education events attended and to be attended

- Recognition of actions by City employees
- Recognition of actions by community volunteers

Mayor Guterrez recognized the following Councilmembers"

Councilmember Dahle who stated that he attended the Chamber Luncheon, and the mixer at Schertz Auto.

Councilmember Scagliola who also stated he attended the Chamber Luncheon and the Schertz Auto Mixer.

Councilmember Heyward stated she attended the Schertz Auto Mixer as well as attended the Schertz Vaccine Clinic.

Mayor Gutierrez thanked all those involved in the success of the vaccination clinic he too attended both days and appreciated all the work it took to make this happen recognizing all those that volunteered.

Adjournment

Mayor Gutierrez adjourned the meeting at 11:01 p.m.

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: February 2, 2021
Department: Human Resources
Subject: Resolution 21-R-13 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, approving Employee Policies. (M. Browne/C. Kelm/J. Kurz)

BACKGROUND

The Employee Handbook was originally approved by Council in 2008, with major updates in 2011, 2013 and 2015. Since 2015, individual policies have been updated or new policies have been created and appended to the main document. In 2020, staff conducted a comprehensive review of the Handbook and all subsequently approved policies. This review included feedback from Management and all Department Heads.

With regard to employee policies, the City Charter reads:

Section 6.02 Operational and Personnel Policies.

The City Manager shall be responsible for the preparation of operational and personnel policies. Personnel policies which affect the budget and employee discipline and/or adverse actions shall be approved by City Council. The City Council may accept and adopt such policies as proposed or may adopt them with such amendments as the City Council deems necessary or may reject them in their entirety and direct the City Manager to further consider the policies and present new proposals at a subsequent meeting. Operational and administrative policies shall be approved by the City Manager but shall be provided to City Council for their information.

Accordingly, staff is seeking Council approval on the following policies:

Section 4.1.4 – Overtime Pay

**This policy was approved by Council in 2008. No changes.*

Section 4.1.7 – Education Pay

**This policy was approved by Council December 2020. No changes.*

Section 4.3.1 – Holidays

**This policy was approved by Council in December 2020. Added provision for observing Christmas Eve.*

Section 5.6 – Progressive Discipline & Disciplinary Appeals Process

**This policy was approved by Council in 2013. No substantive changes.*

All other policies are included for your information.

Attachments

Resolution 21-R-13
Employee Handbook

RESOLUTION NO. 21-R-13

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPROVING EMPLOYEE POLICIES AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Schertz (the “City”) has revised the Employee Handbook of policies; and

WHEREAS, the City of Schertz Charter states that personnel policies which affect the budget and employee discipline and/or adverse actions shall be approved by City Council. , and

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

Section 1. The City Council hereby approves Resolution 21-R-13 approving Employee Policies which affect the budget and employee discipline.

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

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

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

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

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

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

PASSED AND ADOPTED, this 2nd day of February, 2021.

CITY OF SCHERTZ, TEXAS

Mayor, Ralph Gutierrez

ATTEST:

City Secretary, Brenda Dennis

(CITY SEAL)

THE CITY OF SCHERTZ, TEXAS



Employee Handbook



1400 SCHERTZ PARKWAY
SCHERTZ, TEXAS 78154

FOREWARD

AUTHORITY

This policy manual contains statements of Human Resources policies and philosophy. In accordance with the City of Schertz Charter Section 6.02 - Operational and Personnel Policies, the City Manager shall be responsible for the preparation of operational and personnel policies. Personnel policies which affect the budget and employee discipline and/or adverse actions shall be approved by City Council. All other operational and personnel policies will be approved by the City Manager but provided to City Council for their information.

This manual is designed to be a working guide for supervisory and non-supervisory staff to ensure equitable treatment to all employees. Policies contained in this manual are intended to provide guidance on most situations that may arise. They do not constitute part of an employment contract, nor are they intended to make any commitment to any employee concerning how individual employment actions can, should, or will be handled. In cases where circumstances are not specifically addressed by policy, the Human Resources Department should be contacted.

Policies are subject to revision and/or further development in response to growth, changes in employment law and the changing environment. The City of Schertz reserves the right to delete, change, add and/or revise this manual at any time for any reason without notice. The Policy Manual is reviewed periodically and updated as necessary.

IMPLEMENTATION

The City Manager is responsible for the administration of Human Resources policies and procedures. The City Manager may delegate authority to appropriate staff members, including Department Heads, to act on their behalf in the administration of these policies and City procedures.

With exception of matters of appointment and other personnel actions reserved to the City Council by statute or charter provision, final authority, in the form of review and approval, is reserved to the City Manager with regard to all personnel matters and subjects covered by these regulations.

Managers and supervisors are expected to notify the Human Resources Department when clarification is needed in the administration of Human Resources policies or procedures. Any questions concerning eligibility for a particular benefit, or the applicability of a policy, should be addressed to the Human Resources Department.

These policies completely replace and supersede any and all personnel policies previously adopted, individually or as a set of policies, by the City Council.

APPLICABILITY

These policies apply equally to all employees of the City except the City Manager, City Attorney, Municipal Judge, Municipal Prosecutor, and City Secretary unless a class of employees is specifically exempted by these policies.

In cases where federal or state laws or regulations supersede local policy for specific groups of employees, such laws or regulations will substitute for these policies only insofar as necessary for compliance.

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SECTION I

INTRODUCTION

1.1 Introduction

This handbook has been prepared as an introduction to the City for new employees and as a reference guide for all employees. It is intended to acquaint employees with the policies, rules, compensation arrangements, and benefits which apply to all employees of the City. Employees should read, understand, and comply with all provisions of the handbook.

Some City Departments may have additional rules, policies, and procedures, and each employee should discuss those matters with their supervisor.

1.2 Applicability

The policies presented in this handbook apply to all City employee positions, except as otherwise noted. Violation of any policy contained herein may result in disciplinary action, up to and including termination. The policies contained in this handbook do not apply when a conflict exists between the policies and State and Federal laws. In addition, certain employment rights of some City employees, such as the City Secretary and the Municipal Judge, are governed by the City Charter, and, when a conflict exists between the policies in this handbook and the City Charter, the applicable terms of the City Charter govern those employment relationships. Finally, the policies in this handbook do not apply to volunteer members or elected officials of City boards and commissions, except when specifically referred to.

1.3 City Administration

City Manager. Except for tasks reserved to the City Council by law (including the City Charter), the City Manager is responsible for the conduct and administration of the City's business. Among other matters, the City Manager has the basic responsibility for the City's personnel program.

Assistant City Manager. Under general direction of the City Manager, the Assistant City Manager leads one or more major City functional area, provides policy guidance and may direct activities of assigned departments, divisions and services.

Department Heads. Department Heads, under the jurisdiction of the City Manager and Assistant City Manager, are responsible for conducting the business of their Departments. They are expected to set an example of ethical and professional conduct. They are also responsible for enforcing the rules and regulations contained in this handbook, assisting supervisor and employees in interpreting policies in cases where clarification is needed,

and providing assistance to supervisors and employees to maintain consistent compliance with these rules and regulations.

END OF SECTION I

SECTION II

GENERAL POLICIES

2.1 Employment

2.1.1 At-Will Employment

The contents of this handbook are presented as a matter of information only and do not constitute a contract. Each employee is engaged by the City for an indefinite period, and there are no guarantees, expressed or implied, as to the length of time for which the City will continue any person's employment. Accordingly, employment may be terminated at any time at the will of the City or the employee. No one other than the City Council has any authority to alter this at-will relationship, whether through oral or written statements, promises, or otherwise. To be binding on the City, any agreement or promise that contradicts or alters the at-will nature of employment must be in writing, approved by the City Council and signed by the City Manager.

2.1.2 Age Requirements

No person under 18 years of age shall be employed by the City in any regular position. Temporary, short-term positions, such as summer employment, may be offered to persons under the age of 18 years. Otherwise, age restrictions do not exist for any type of employment, unless specifically stated in the job qualifications.

2.1.3 Filling Position Vacancies

Competitive consideration of external and internal applicants is the default method of recruitment and selection for all positions. If requesting a method other than the default, Department Heads must submit their recommendations on the method of recruitment and selection in writing to the Assistant City Manager, to include justification based on the criteria outlined below. The Assistant City Manager shall be the final authority on the method of selection to be used in filling each vacancy.

The City will always seek to obtain the most capable person available to perform a particular job without regard to race, religion, color, sex, age, disability (if otherwise qualified), national origin, sexual orientation or gender identity.

Methods of Recruitment and Selection. The City will employ one of the following methods of recruiting and selecting qualified persons to fill position vacancies:

- Competitive consideration of both external and internal applicants
- Competitive consideration of internal applicants only
- Placement of existing employee as a result of a promotion or transfer, or as an accommodation

- Selection from a valid current eligibility list of applicants. (A valid current eligibility list is a record of applications for the same or a similar position for which recruitment was conducted previously. If not determined by individual department policy, the list must have been determined within the preceding 180 days.)

Department Heads shall notify the Human Resources Department when vacancies occur or are imminent. Before the recruitment process begins, Department Heads should consult with Human Resources to ensure that the job description is current and accurately defines the job responsibilities and skill sets and other qualifications required to perform the job.

The decision to hire internally or externally may be based on one or more of the following criteria:

- The skill requirements of the position
- The internal supply of talent
- The presence of succession planning
- The benefit of knowledge of internal operations

As a tool to develop employee loyalty, promote employee growth and increase employee engagement and morale, employees are encouraged to develop their qualifications. Promotions may occur from within the organization when a current employee meets the minimum requirements and has successfully demonstrated the desired skills, knowledge and abilities required for a position, and there is no value added to the organization by seeking external applicants. There is no requirement to post a position vacancy internally first.

Internal job announcements will be posted for a period of no less than five [5] working days and external job announcements will be posted for a period of no less than ten [10] working days. These requirements may be waived by the City Manager, when deemed to be in the best interest of the City.

Selection of Applicants. For all positions (except the Police Department, Fire Department, and the EMS Department, which have their own hiring/promotion procedures), after a position has been advertised the required length of time and the final date for accepting applications has expired, the hiring department/manager will initially review and screen the applications, verifying experience, references, and/or any other information that may be required to identify the most qualified applicants. The Human Resources Department may assist with review of applications, but the hiring department will conduct interviews and make final selections. The Department head will make a recommendation of employment, which must be approved by the Assistant City Manager. If approved, HR will prepare and present a conditional offer of

employment to the employee. The City Manager will be the final hiring authority for all hires.

Factors on which individuals may be selected for City employment include, but are not limited to, training, experience, and education as reflected on the application form. If the Department head believes that a test is necessary to measure an applicant's ability to perform a job, an ability test, a written test, or both, may be required. Any test given will be designed to measure the applicant's ability to perform the job for which they are applying. A driver's license check is required for those applicants who will be expected to operate vehicles or road machinery.

When current employees are being considered for a position, the hiring department may request copies of their service record with the City, to include disciplinary actions and performance evaluations.

The City may reject any application if the applicant:

- does not meet the minimum requirements established for the position;
- is unable to perform the duties of the job with or without reasonable accommodation;
- has included false information in the application;
- does not successfully complete a pre-employment drug screen, physical and agility test (as required by position);
- has omitted required information or failed to submit the application correctly or within the prescribed time limit.

The City is an equal opportunity employer and seeks to maintain a diverse work force.

Promotions. Promotions are a change in status which result in advancement to a position in a higher service grade.

Promotions are based upon such factors as efficiency, performance, length of service, superior qualifications of the person to be promoted as shown by their previous service and work knowledge, demonstrated aspects of ability to do the job over a certain period of time, and a lack of multiple qualified internal candidates. No promotions will be based solely on the basis of length of service or longevity. A promoted employee retains the same employment anniversary date, all accrued vacation and sick leave, and their continuous service record.

In accordance with the City's Probation policy, employees who are promoted to another position or another department within the City are required to serve a six (6) month probationary period. No employee shall be promoted to another department while still

serving probation unless approved by the transferring department and the Assistant City Manager. Employees in a probationary status are not eligible for merit increases.

Transfers. A transfer is the reassignment of an employee from one position to another position in the City with the same or lower pay grade. Transfers may be made administratively (due to reductions in force or employee accommodations) or in conjunction with an announced selection process. A transferred employee retains the same employment anniversary date, all accrued vacation and sick leave, and their continuous service record.

In accordance with the City's Probation policy, employees who are required to transfer to at no fault of their own (due to reduction in force or employee accommodation) will not be required to serve probation in their new positions.

An employee wishing to self-initiate a transfer from one position or department to another (not as a result of an accommodation or reduction in force) must apply for open vacancies. Employees who transfer will have a starting salary not less than the entry-level salary for that position, but may be less than the employee was receiving in their previous position of employment. In accordance with the City's Probation policy, employees who voluntarily transfer to another position or department, regardless of position type or pay, shall be required to serve a six (6) month probationary period. No employee shall be transferred to another department while still serving probation unless approved by the transferring department and the Assistant City Manager.

2.1.4 Medical Examination

After a conditional job offer has been made and prior to commencing employment, prospective employees may be required to undergo a physical examination to determine the prospective employee's ability to perform the duties of the position applied for. The cost of such examination is paid by the City. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of a position.

2.1.5 Nepotism

The City places limitations on the employment of relatives to comply with all applicable laws and to prevent a condition of conflict between personal relationships and a City employee's duties and responsibilities to the City. This policy is designed to prevent a supervisor/subordinate relationship between relatives. This policy is also designed to prevent favoritism or the perception of favoritism by other employees in the department and/or City. The City forbids the practice of nepotism in hiring personnel or awarding contracts.

Definitions

Affinity – Includes the spouse of an elected City official or employee and individuals related to the spouse.

Consanguinity – Includes individuals related by blood to an elected City official or employee.

Department – A major administrative branch of the City that reports to a Department Head and provides management responsibility for a group of related functions.

Nepotism – The practice of favoring relatives over others.

Relatives – Includes, but is not limited to, the first, second and third degree of consanguinity (blood), adoption; and the first and second degree of affinity (marriage). Common Law marriages as recognized by the State of Texas will also be included for purposes of this policy. Adopted and foster children shall be counted as blood relatives.

Consanguinity (relative by blood)

First Degree	Second Degree	Third Degree
Father or Mother Son or Daughter (& Spouse)	Grandparents Grandchildren (& Spouse) Uncle or Aunt (& Spouse) Brother or Sister (& Spouse) First Cousin (& Spouse) Nephew or Niece (& Spouse)	Great Grandparents Great Grandchildren (& Spouse) Great Uncle or Aunt (& Spouse) Children of Great Uncle or Aunt (& Spouse) Second Cousin (& Spouse) Children of First Cousin (& Spouse) Great Nephew or Niece (& Spouse)

Affinity (relative by marriage)

First Degree	Second Degree
Spouse Father or Mother Son or Daughter	Grandparents Grandchildren Uncle or Aunt First Cousin Nephew or Niece Brother or Sister

Grandfather Clause. Employees hired before the effective date of this policy shall be allowed to continue working in their current positions. **After** the effective date of this policy, no person shall be hired by the City if their employment with the City could violate this policy.

Relatives of Officials. No person related to any elected City official, the City Manager, Assistant City Managers, or the Human Resources Director within the first, second, or third degree by consanguinity (blood) or within the first and second degree by affinity (marriage) shall be employed with the City.

This prohibition does not apply to employees who have been continuously employed by the City for at least two (2) years prior to the election of a City official related in the prohibited degree or to temporary employees. Furthermore, per state law, this prohibition does not apply to an employee related to the City Manager in the prohibited degree where the employee has been continuously employed by the City for a period of at least 30 days prior to the appointment of the City Manager.

Relatives of City Employees

General Provisions. No City employee shall have a relative working in the same department or any division within the same department as them. This includes interns and temporary employees.

Supervision. No City employee shall directly or indirectly supervise a relative or supervise the work quality of a relative. Furthermore, no City employee shall be transferred or promoted into positions that require them to supervise the work quality of a relative or be placed in a direct or indirect supervisor/subordinate relationship with a relative.

No City employee shall hold a job where the employee exercises supervisory authority over the work, work assignments, working conditions, or compensation/benefits of any relative who is also employed by the City.

Relatives shall not be employed in a position whereby they would share the same immediate supervisor.

Applicants. At the time of application, all applicants must disclose the name(s) of any relative(s) serving as an elected City official and any relative(s) currently employed by the City.

Conflict of Interest. The City reserves the right to prohibit the hiring, transfer, or promotion of any employee relative to any position within the City if the employment action could create an adverse impact on work performance, work conditions, a conflict of interest for the City, or the appearance of a conflict of interest for the City.

Recommendations for Hiring. A current City employee shall not be involved in the hiring or selection of a relative.

Disciplinary Actions. No supervisor or any employee with supervisory authority, including the City Manager, Assistant City Managers, or Department Heads, shall participate in the disciplinary process, disciplinary decisions, or disciplinary appeals involving their relative.

Investigations. No employee, including the City Manager, Assistant City Managers, or Department Heads, shall oversee or have any responsibility in conducting any City or internal investigation involving their relative.

Special Considerations

Employees Who Become Relatives. If employees become relatives and are in a direct or indirect supervisor-subordinate relationship, or in positions where a condition of conflict would exist, one or both of the employees shall notify Human Resources of this change in relationship status. Either or both of the employees may seek a transfer or resign from their respective positions.

If one of the employees fails to seek and/or be selected for another position not barred by this or other policy within fourteen (14) calendar days of becoming relatives, the employee who has the least seniority with the City, based upon the most recent hire date, will be required to vacate their position. The respective Department Head will consult with the Human Resources Department prior to any termination of employment.

Transfer Accommodations. Accommodations may be provided to employees who are impacted by this policy if no positions are available for which the employee would qualify to transfer into within the fourteen (14) day period (see above- Employees Who Become Relatives). The following conditions will apply when accommodations are granted:

1. An employee who is offered a position with the City at a lower level than the one previously held will receive their former salary unless that salary is greater than the top of the range of the new position. In this case, the employee's new salary will be set at the top of the range of the new position.
2. Accommodations will not be given to an employee who refuses a bona fide job offer. Accommodations will not extend beyond six (6) months after the employees last day of work with the City.
3. Accommodations will only be given when the employee meets all minimum qualifications for the position in which he/she applies.

4. The City Manager will have the final approval on any accommodations.

2.1.6 Interpersonal Relationships and Fraternization

While the City of Schertz encourages amicable relationships between management personnel (supervisors) and their subordinates, it recognizes that involvement in a romantic relationship may compromise a manager or supervisor's ability to perform their job. Any involvement of a romantic nature between a manager or supervisor and anyone he or she supervises, either directly or indirectly, is prohibited. Violation of this policy will result in either (1) the transfer of the manager or supervisor's employment to another City department or (2) disciplinary action, up to and including termination of the manager or supervisor's employment.

2.2 Working Hours and Time Keeping

2.2.1 Work Hours

Standard Workweek. The standard workweek for employees is 8:00 a.m. to 5:00 p.m., Monday through Friday. Although a normal workweek for many regular, full-time employees is forty (40) working hours per week, the workweek may vary by department and operational necessity.

Standard Workday. The standard workday for regular, full-time employees is eight (8) hours. This may vary by department and operational necessity.

Individual Work Schedules. An employee's work schedule is determined by the department's operating requirements and subject to change at any time by the Department Head or designee. An employee's work schedule may also be adjusted within the standard workweek (or other designated work period as allowed by FLSA) to avoid the payment of overtime or accrual of compensatory time.

Required Work Time. All city employees may be required to work hours in excess of their normal work hours when necessary as determined by the supervisor.

Department Head Responsibilities. Each Department Head is responsible for ensuring that supervisors and employees are complying with established work schedules and that unscheduled work is minimized and managed appropriately. The mere establishment of schedules (written or verbal) does not relieve the Department Head of their responsibility for controlling work time. It is advised that supervisors and managers limit the use of extended shifts beyond scheduled hours and increase the number of days employees work.

Unauthorized Working Time. Unless approved in advance by the employee's supervisor, non-exempt employees performing work at any time other than authorized working time is prohibited. Unauthorized work time is time worked outside the employee's standard day and workweek, as determined by their Department. Such time would include, but is not limited to, work performed before or after regular work hours or work taken home. When advance approval is not feasible due to the nature or circumstance of the work being performed, the employee should notify their supervisor as soon as possible, noting the amount of time worked and the work reason.

2.2.2 Lunch Breaks

Department Heads or designee will determine lunch schedules so that the Department can provide uninterrupted service to the public. Employees generally have one (1) hour off for lunch, depending on work schedules as determined by the Department Head or designee. This policy does not apply to shift workers, except at the discretion of the Department Head based on scheduling and the availability of personnel for relief purposes. Non-exempt employees are required to clock in/out for lunch. If a non-exempt employee is required to work through a lunch period, the employee must be paid for the time worked; however, working through lunch must be approved in advance (when possible). If a non-exempt employee's lunch period is interrupted by work requirements, they must be paid for any time worked. Exempt employees are not required to clock in/out for lunch.

2.2.3 Rest Periods

City employees generally have two fifteen-minute rest breaks, one in the first half of their shift and the other in the second half of their shift. Employees with varying schedules should adjust their break periods accordingly through consultation with their supervisor. Time allotted for rest periods may not be applied to any other time, absence, leave, or time off. In all events, Department Heads have the authority to schedule rest periods so that necessary work can be accomplished. This policy does not apply to shift workers except at the discretion of the Department Head, based upon scheduling and the availability of personnel for relief purposes. Rest periods are considered time worked, and employees do not clock in/out for permitted break periods of 15 minutes or less.

2.2.4 Public Safety Departments Work Schedules

For specific information regarding shift assignments and duties for the Police, Fire and EMS Department, employees should refer to the Department's Standard Operating Procedures (SOPs).

2.2.5 Timekeeping and Reporting

All employees are expected to report punctually for duty at the beginning of their assigned workdays and to work the full workdays established. Hours worked is defined as time that an employee performs principal activities related to the job on the City's premises or at the prescribed workplace whether suffered or permitted by the City.

Employees and supervisors will properly record, track and approve work hours and manage requests for time off through the City's official timekeeping system. Employees are paid according to the hours recorded and absence records (e.g. vacation, sick days) on their electronic time sheet in timekeeping system.

In order to ensure consistency of treatment for employees, the data recorded in the timekeeping system shall be considered as the official record of the workday. Any disputes over hours worked or attendance will be resolved in accordance with City Policy 5.3 Disagreement Procedures.

Certain situations (e.g. clock malfunction) may necessitate manual correction or data entry in the current pay period. These changes will be clearly documented via email from the department Manager/Supervisor to the timekeeper, who will make edits and notes on the timecard. The timekeeping system Time automatically tracks and manages employee hours and applies current City of Schertz pay rules. Changes to previous pay periods must be communicated via email to Human Resources.

If a supervisor makes an adjustment to a time sheet and the employee is not immediately available to approve, the supervisor must include a detailed note as for the reason for change, and notify the employee of any change to the time sheet as soon as possible.

Recording Time Worked. All employees, exempt and non-exempt, are required to clock in/out each shift to record hours worked. Time will be recorded and paid by the minute for non-exempt employees. Time will be recorded by the minute for exempt employees, but will not impact salary.

Time clocks, computers, and the timekeeping cell phone app can all be used for employees to record their time, but use of the cell phone app requires pre-approval by the Department Head.

Employees found to be clocking in for someone else or having other people clock in for them may be subject to disciplinary action, up to and including termination for all involved.

Employees are expected to clock in/out as close to their designated start/end time as possible. Employees clocking in after their scheduled start time are considered late. Absenteeism and tardiness will be handled by the employee's supervisor.

If an employee fails to punch, it is the responsibility of the employee to notify their supervisor. If the employee fails to notify their supervisor by the payroll deadline, missed pay may not be paid until the following payday. Employees working off-site or outside of normal business hours without access to clock in/out are required to report time worked to their immediate supervisor for manual time entry. Employees who consistently miss documenting their time in the timekeeping system may be subject to disciplinary action in accordance with the progressive discipline policy.

Overtime must be authorized in advance by the Department Head or designee (this includes skipping lunches). When advance approval is not feasible due to the nature or circumstance of the work being performed, the employee should notify their supervisor as soon as possible, noting the amount of time worked and the reason for overtime. Non-exempt employees who work overtime without authorization must still be paid for the time worked, but may be subject to disciplinary action if unauthorized time continues.

An employee working on a shift when daylight savings time goes into effect will be credited with the actual number of hours worked on that shift. An employee working on shift upon return to standard time is credited for the actual number of hours worked on that shift.

If time is submitted incorrectly, corrections will have to be made in the following pay cycle and should be communicated via email to hr@schertz.com.

Pay Period. The regular **workweek** is Saturday at 12:00 am through Friday at 11:59 pm. For specific information regarding workweeks for the Police, Fire and EMS Department, employees should refer to the Department's Standard Operating Procedures (SOPs). The **pay period** for all employees is two weeks (14 days).

FLSA Cycles. An FLSA cycle is defined as the period of time on which overtime is calculated. Certified Fire working 24/48 schedule are on a 21-day cycle. Certified Fire working a 48/96 schedule are on a 24-day cycle. All other employees are on a 7-day cycle.

Employee Responsibilities. Employees are responsible for ensuring that their time work and leave time reflected on their timecard is accurate.

Supervisor Responsibility. Supervisors must verify the number of hours worked and leave taken by each of their employees. Supervisors are responsible for creating and maintaining schedules for their employees.

Time Off Request. Time off requests can be generated in the City's timekeeping system and must be approved by the supervisor prior to the time being taken by the employee, with the exception of unscheduled absences such as sick leave. An employee may submit a request to use sick leave following the absence and the employee's return to work. At the discretion of the department head, time off requests may be managed outside of the timekeeping system. If an employee submits a leave request for an official City holiday, holiday pay will automatically be applied to full-time exempt and non-exempt employees in the timekeeping system. Supervisors have to manually input holiday pay for part-time employees. Refer to the Holiday Policy.

Electronic Timecard Approval and Deadlines. At the end of each pay period, employees are required to approve their time worked and leave hours recorded for the pay period by approving their timesheet in the timekeeping system. By approving the electronic timecard, the employee is attesting to the best of their knowledge that the information submitted is complete and accurate. In accordance with the progressive discipline policy, employees may be subject to disciplinary action for willfully reporting false or inaccurate information.

All timecards must be reviewed and approved by the **Employee and Supervisor or designee no later than NOON on the Monday following the end of a pay period.**

Delegating Approval to another Supervisor. In the event a supervisor will be out of the office, they will arrange for a designee to review and approve timesheets. It is the supervisor's responsibility to ensure that the delegate has the appropriate access to the timekeeping system to perform the delegated responsibilities prior to being out of the office.

On-Call Status. On-Call status may require an employee to be available by phone or at certain locations such that they cannot use the time for their own purposes. Generally, an on-call employee would have time worked for the amount of time spent:

- Performing work-related activities, such as phone calls; and
- Driving to and from the location when called to perform work while on call.

If the time is considered time worked, the employee(s) shall receive their regular hourly rate until they work over forty (40) hours within a given workweek, which would then place the employee(s) in an overtime status.

This policy would also apply to an employee who is not scheduled to be on call may nevertheless be called out.

Recording Leave Time. According to the Fair Labor Standards Act, hourly, non-exempt employees must be paid overtime at time and one-half their regular rate of pay for all hours actually worked over forty (40) in a single workweek.* Thus, in calculating how many hours a non-exempt employee actually works in a week, the city will not count paid vacation, holiday, comp time, or sick time towards the forty (40) hour workweek.

For example, an employee who normally works Monday through Friday, eight (8) hours a day, is off on a Monday because it is a paid holiday. The employee then works Tuesday through Friday, eight hours a day, and is asked to work four (4) additional hours on Saturday. The employee's pay for the week would reflect a total of forty-four (44) paid hours. However, since the employee actually worked only thirty-six (36) hours, they would not receive any overtime pay. All hours would be paid at straight time.

An employee will not be paid for time not worked (sick, vacation or comp) in excess of their regularly scheduled hours in a pay week.

For example, an employee who normally works Monday through Friday, eight (8) hours a day, calls in sick on a Monday. The employee then works Tuesday through Friday, eight hours a day, and works four (4) additional hours on Saturday. The employee's pay for the week would reflect a total of forty (40) paid hours, four (4) of which are sick. (Use of vacation would be applied in the same manner.)

A deliberate misrepresentation of time worked or leaves taken, or unauthorized absence may result in disciplinary action up to and including termination.

*Does not apply to Fire Operations personnel subject to Section 7(k) Overtime Exemption as outlined in FLSA regulations.

Leave Substitution. All applicable paid leave must be used concurrently with a leave of absence with the exception of an employee who is serving a suspension. In accordance with this policy, other leaves will be automatically substituted when there is an insufficient balance of a requested leave or substitution type (e.g. If ten (10) days of leave are requested to take care of an ill child, but the employee only has five (5) days of sick leave, then any comp time balance followed by any vacation time balance will automatically be substituted, if available). Employees may not use comp time or any other leave in place of sick time unless the employee has exhausted their sick leave.

Work "suffered or permitted." Overtime must be paid if the employer "knows or has reason to know" that the employee is working. The location of the work (e.g., at the job site or away from it) is immaterial if the employer knows or has reason to know of the employee's work.

Training Time. Time spent studying and attending classes for courses which are required by the supervisor for an employee's current job is considered time worked.

Time spent in training, lectures and meetings need not be considered time worked if all the four of the following conditions are met:

- Attendance occurs outside of regular work hours.
- Attendance is totally and completely voluntary. To meet this criterion, the employer cannot require employee attendance; and the employee must not be led to believe that non-attendance would adversely affect their employment.
- The employee does no productive work related to the employee's job responsibilities while attending training; and
- The training is not directly related to the employee's present job

- Training is "directly related" to the employee's job when it is designed to make the employee more effective at their present job.
- Training is not "directly related" to the employee's job when it prepares the employee for a different job, including a promotion.

Time spent by an employee on their own initiative attending an independent school, college or independent trade school after hours is not considered time worked for the City even if the courses are related to the job. This policy is separate and independent from the City's tuition reimbursement program.

Travel Time

In accordance with the FLSA, the principles that apply in determining whether time spent in travel is time worked depend upon the kind of travel involved.

Home-to-work travel. Normal commuting time to an employee's regular worksite is not treated as hours worked under the FLSA.

Home to work on a special one-day assignment in another city. When an employee must travel out of town for work but returns home the same day, all the time spent traveling during the day is compensable, regardless of the employee's regular work hours. However, the City may deduct the time the employee would have spent commuting to their regular work location.

Travel that is all in a day's work. Time spent traveling to and from different worksites during the day is work time and must be paid.

Travel away from home. When travel requires an overnight stay, any time traveling as a passenger that falls within the employee's normal work hours is compensable, regardless of what day of the week the travel takes place. Time spent traveling to an airport terminal or train station is considered commute time and is not treated as hours worked, but the time spent waiting at the terminal until arrival at the destination is compensable when it falls during normal work hours.

For example, if an employee normally works Monday through Friday, 8:00 a.m. to 5 p.m., and they are required to travel by plane on a Sunday for business in another state, the travel time on Sunday between 8:00 a.m. and 5 p.m. is compensable.

So, if the employee arrives at the airport on Sunday at 3 p.m. and at their destination at 8 p.m., the City is required to pay them only from 3 p.m. to 5 p.m., the hours that correspond with their normally scheduled work hours.

Driving at the direction of the City. When employees are required to drive themselves or others, all driving time is compensable. However, when an employee is traveling to an

overnight stay and has the option to use public transportation (e.g. airplane, train, bus, etc.) but chooses to drive their own vehicle instead, the City can either choose to pay for all time spent traveling or pay only the travel time that occurs during normal work hours, regardless of what day of the week the employee travels (CFR 785.40).

If the employee drives themselves or others at the direction of the City rather than traveling as a passenger, all the time spent driving is compensable work time, regardless of the employee's normal work hours.

Worked performed while traveling. An employee must be paid for any time they are performing work. This includes time spent working during travel as a passenger that would otherwise be non-compensable.

For example, an employee normally works Monday through Friday, 8:00 a.m. to 5 p.m. They arrive at the airport on Sunday at 3 p.m. and at their destination at 8 p.m. Generally, the City is required to pay them only from 3 p.m. to 5 p.m.; however, if the employee works on a presentation during the flight until 6:30 p.m., the City would need to pay them from 3 p.m. to 6:30 p.m.

Medical Attention. Time spent waiting for and receiving medical attention as a result of a workplace injury is considered time worked.

Volunteer Work. FLSA covered employees may not work in excess of 40 hours in a workweek without compensation.* All time worked must be properly recorded.

Volunteer efforts by an employee for the City shall not be reported as time worked and shall not be compensable as long as the effort is voluntary.

In order to classify an employee as a volunteer and not an employee under the FLSA, all of the following requirements must be met:

- The services must be offered freely by the employee without pressure or coercion (direct or implied) from the employer. Therefore, requests from the employer to participate in “voluntold” activities are not permissible.
- The volunteer must not receive or expect to receive any compensation for work performed.
- The services must be different from any service that the individual is employed to perform for the employer

*Does not apply to Fire Operations personnel subject to Section 7(k) Overtime Exemption as outlined in FLSA regulations.

2.3 Employee Conduct

2.3.1 General Conduct

All employees are expected to maintain a high level of professional conduct on the job, to render courteous, efficient service to the public, to be mindful of safety practices and to exercise the utmost care in the use of City property.

2.3.2 Workplace Civility

The purpose of this policy is to reinforce our commitment to the City's core values of acting with integrity and personal accountability, to support a culture of inclusion, and to establish guidelines for civility and professionalism in the workplace.

CITY CORE VALUES:

- **Do the Right Thing**
- **Work Collaboratively as a Team**
- **Do Your Best**
- **Treat Others The Way You Want to Be Treated**

Employee Responsibilities. All employees are expected to conduct themselves in a professional manner that promotes a safe, respectful, inclusive and productive work environment. Employees are expected to exhibit a high degree of personal integrity, civility and professionalism at all times while on the job. This expectation applies to all interactions with coworkers, supervisors, subordinates, customers, vendors, contractors, citizens, and/or visitors. Interactions may be verbal, nonverbal, physical, written, through imagery, electronic or digital means.

Disrespectful, unprofessional, and/or uncivil behavior is unacceptable and may result in corrective action, up to and including termination. Such behavior includes but is not limited to behaviors that a reasonable person would find offensive, humiliating, or disrespectful such as:

- Use of profanity or otherwise offensive language or jokes
- Obscene or indecent gestures
- Shouting, yelling or other aggressive behavior
- Degrading, demeaning, humiliating or insulting comments
- Discriminatory remarks
- Racist, sexist or other slurs or symbols
- Name-calling
- Horseplay
- Harassment
- Retaliatory actions

- Personal attacks
- Acts of insubordination
- Excessive yelling, repeated emotional outbursts, berating others, using a harsh tone of voice
- Talking down to others or using degrading remarks or tone of voice
- Criticizing others in front of a group; using a condescending tone
- Social exclusion or ostracism, ignoring others, silent treatment
- Treating some less favorably than others
- Gossiping or spreading rumors
- Making threats; using intimidating tactics
- Any malicious behavior a reasonable person would find unprofessional, disturbing and harmful to their psychological health

Supervisor Responsibilities. Supervisors are expected to demonstrate leadership in exhibiting and promoting professionalism, civility and respect. This includes setting clear expectations and managing performance of those they supervise in accordance with these standards through regular communication and performance feedback. Supervisors are expected to address professionalism, civility and respect concerns and deficiencies through coaching and/or corrective action as appropriate.

2.3.3 Attendance

Employees will report for work at the time and place specified by the employee's supervisor. Excessive absenteeism and tardiness are disruptive and place an undue burden on the organization, including co-workers and customers.

Reporting Absences. Employees are required to notify their immediate supervisor or designee of an unscheduled absence as soon as possible or at least one hour prior to the employee's scheduled start time. Asking another employee, friend, or relative to give this notification is **not** acceptable notice, except under emergency conditions.

Department Heads may waive the employee reporting requirement in situations where the employee will be absent for an extended period of time. If an employee is out on approved continuous Family Medical Leave, as defined in the Family and Medical Leave Act Policy, the employee is not subject to the above reporting requirement.

Failure to Report to Work. Any employee absent from their job for three (3) consecutive work days/shifts without an authorized leave of absence shall be considered to have abandoned their employment. An authorized leave of absence is leave approved by the Department Head or supervisor, or qualifying leave under the Family Medical Leave Act. Failure to report to work may result in a welfare check.

Tardiness. It is each employee's responsibility to call their supervisor at least one hour prior to the start of their scheduled shift to inform the supervisor that they will be late. The employee should specify a time they expect to arrive at work. If the employee is late due to unforeseen circumstances (e.g. vehicle accident impeding traffic) and cannot provide at least one hour notice, they must notify the employer as soon as possible. The supervisor may require the employee to use accrued leave to cover the absence or approve the make-up of any time missed.

Use of Authorized Absences. An employee will not perform work for another employer or themselves, engage in extra duty employment, or engage in any other actions which would be inconsistent with the stated reason for taking paid or unpaid leave on the same calendar day that the employee fails to report for work due to illness, injury or emergency. Violation of this prohibition will be grounds for discipline, up to and including termination.

Illness-related absences. Employees should refer to the city's sick leave policy.

2.3.4 Gifts

Employees shall not solicit, for their personal benefit, any gift, favor, or service from any person or business entity doing business with the City that might reasonably tend to influence the discharge of an employee's official duties or grant any improper favor, service or thing of value. Employees may solicit, on behalf of the City, items or service from a person or business entity in the course of their job (i.e. obtaining sponsorships for community events). Employees may accept unsolicited advertising or promotional materials such as pens, pencils, note pads, calendars, and other items of nominal value (less than \$50.00) to include meals or edible gifts. Regardless of value, employees must use their judgment and should not accept gifts that a reasonable person may believe could have the appearance of impropriety.

2.3.5 Dress and Personal Appearance

Employees shall dress in a professional manner observe appropriate habits of grooming and personal hygiene. The Department Head shall establish dress standards which may vary by position. Department Heads shall determine which positions are required to wear uniforms and shall establish uniform standards for each position. The City shall provide uniform attire to the employees required to wear uniforms. Departments may have additional policies regarding appropriate dress and appearance.

2.3.6 Electronic Communications and Digital Resources Usage

Statement of Purpose. This policy is intended to establish basic guidelines to ensure that the use of all digital devices such as desktop computers, tablets, laptops, cellphones, etc., and information management systems such as desktop applications, email and the Internet by City employees is consistent with City policies, all applicable laws, and the individual user's job responsibilities.

Policy Violations. Violations of this policy will be reviewed on a case-by-case basis and may result in disciplinary action, up to and including termination, in accordance with the City's Progressive Discipline Policy. This policy and its content are subject to all state and federal laws and rules that may apply. Violations of this policy or misuse of city-supplied digital resources, which are of a criminal nature, may be referred for criminal prosecution.

Overview. Digital devices (aka desktop computers, tablets, mobile data devices, cell phones, etc.), information management tools (such as desktop applications, mobile device apps, email, etc.) and access to the Internet are useful resources provided to City employees for conducting City business. Each user is responsible for the appropriate use of these resources as described in this policy. Employees are expected to maintain the same degree of etiquette, responsibility, and professionalism in the use of their digital device and use of the City's information management systems as is expected of them in the course of their normal job functions. Each department is responsible for ensuring that each user is familiar with the contents of this policy.

- Employees using secured systems that access protected data have restrictions placed upon these devices that limit access to the Internet. These restrictions are in place in order to comply with state and federal confidential data protection regulations and industry-based best practices.
- Employees may use the open wifi hotspots located in various buildings to access the internet on their personal devices during their normal breaks throughout the day.
- Dissemination of passwords and/or access codes to unauthorized persons is strictly prohibited.
- Employees are prohibited from tampering with, connecting, adding, installing, disconnecting, or removing any hardware, software, apps, or accessories from or to their digital device. Excluded from this are chargers, headphones, speakers, and other user-specific peripherals. Employees may submit a request to the Information Technology Department for any additional hardware, software or mobile device app other than what is provided.
- All mobile digital devices have location-tracking utilities installed and will be securely wiped in the event of theft or loss. Employees are prohibited from tampering with or removing these device-location utilities. Employees must

report missing devices to the City IT department help desk 24/7 at 210-619-1180 immediately upon determining that the device is missing.

- City employees should only utilize a personal electronic device (including, but not limited to, computers, phones, electronic notebooks, iPads, electronic storage devices, etc.) to access City digital resources that do not store the information on the device and where the City has a record of all activities (such as Office 365 or through a City supplied secure portal such as ADP). Staff should be aware that records related to City business are subject to all the provisions of the Texas Public Information Act, as amended (TPIA). In addition, employees have no expectation of privacy in such property as it relates to City business and such information stored in these devices may be subject to release. Employees may not delete or alter such information related to City business. As stated in the state code, a current or former officer or employee who maintains public information on a privately owned device is required to forward or transfer the public information to the City to be preserved. The City, and therefore all of its employees, is required to preserve the public information in its original form, a backup, archive, and on the privately owned device as required by the TPIA. Employees who choose to utilize their personal device must comply with the statutory requirements in the TPIA and City policies regarding use of personal electronic devices or be subject to discipline, up to and including termination. If an employee inadvertently uses a personal electronic device to conduct City Business that stores the record and the City would not have access to it, they should contact their supervisor and the IT department to provide them with a copy of that record.
- An employee who identifies any cyber-security alert on their digital device or on a shared network resource shall discontinue all attempts to access the affected device and immediately notify the Information Technology Department.
- Employees are prohibited from reading, moving or copying files to or from any electronic media (disk, CD, DVD, flash drive, etc.) that was received from an outside source. All such removable media must be brought to the IT Department office for review. If removable media is required by an employee in the course of their duties the IT Department will issue a secured flash drive to the employee.

Cyber Security Management. Every employee has a role to play in protecting the City's mission-critical information and digital assets from unauthorized access and cyber threats. In order to ensure that each employee maintains a high level of awareness about their role:

- All new employees receive cybersecurity training as part of the onboarding process.
- The City provides mandatory annual cybersecurity training in recognizing and properly responding to various attempts to breach our cybersecurity defenses.

- Failure to successfully complete this training within the allotted timeframe will result in suspension of access to City resources until the training has been completed.
- The City provides additional security systems such as email filtering, desktop virus and malware detection software, system lockdowns, etc. These tools are designed to protect the device and to automatically scan the digital device's local data store each time the device is powered on, or when files are copied to or from the device. Employees are not allowed to tamper with these systems.

Use of Internet and Electronic Mail. The efficient utilization of the Internet and electronic mail (email) for communications can improve employee work quality and productivity. Each employee is responsible for ensuring that he or she uses the City's internet access and email system properly and in accordance with City policies. This policy does not supersede any state or federal laws, or any other City policies regarding confidentiality, information dissemination, or standards of conduct.

General Use

- Employees should have no expectation of privacy with regard to the use of city-supplied digital resources. Management has the ability and right to review any employee usage of these digital resources.
- Employees should be aware that when sending an email message, it is the property of the City and therefore the taxpayers of the City. Thus, email is subject to the requirements of the Texas Public Information Act and the laws applicable to State records retention.
- All email messages sent by employees must contain a signature line identifying the sender.
- Employees should be aware that when sending an email message of a personal nature, there is always the danger of the employee's words being interpreted as official City policy or opinion and should use caution in their wording.
- Personal Use -Generally, email should be used only for legitimate City business; however, brief and occasional email messages of a personal nature may be sent and received.
- Confidential Information-Texas law requires that employees protect the integrity of the City's confidential information as well as the confidentiality of others. Employees must exercise a greater degree of caution in transmitting confidential information through email systems than with other communications means because of the reduced effort required to redistribute such information.

The Texas Public Information Act is complex and digital information used by employees during the course of their duties may be subject to this act. Questions about what information is covered by this act should be forwarded to the City Secretary and / or the City Attorney. Employees are responsible for complying with this act.

Licensed Software. It is the City's policy that only fully licensed software purchased and installed by the City IT Department shall be used by City employees for City business. Licensed means the City has purchased the number of software licenses required for the number of users, as specified by the manufacturer.

- The City Information Technology Department will keep a catalog of all licenses, purchase documentation, and any forms that prove the City's software was properly purchased.
- Licensed software is protected by federal copyright law. Under the provisions of copyright law, it is illegal to make a copy of software for any reason, other than as a backup, without the permission of the copyright holder.

2.3.7 Workplace Monitoring

In addition to the policies described in the preceding Section of this handbook, the City reserves the right to search City vehicles and employee work areas such as toolboxes, desks, lockers, etc., on City premises. Desks, lockers, and other storage devices may be provided for the convenience of employees but remain the sole property of City. Refusal to immediately submit to a search by management officials or their agent or refusal to cooperate in such a search may result in disciplinary action, up to and including termination.

As stated in the preceding Section of this handbook, the City has the right to monitor and access data created or stored on its systems and equipment. The City's personnel should have no expectation of privacy with respect to documents, voice mail messages, e-mail messages, or any other data or information stored on the City's systems or equipment. By using the City's computer system, telephones, or voice mail system, employees will be deemed to have consented to the City's review of any data or information transmitted or stored on its systems or equipment.

Although the City has broad rights to monitor as outlined in this policy and policy 2.3.6, unless expressly authorized in writing by the City Manager or an assistant City Manager (or for Police employees unless in furtherance of an authorized investigation), employees may not tape record (video or audio) any conversation they have with other City employees unless specifically authorized in writing by the other parties to the conversation. Nothing in this paragraph shall limit the City's right to monitor telephone calls, e-mail messages and the like as specifically set for in policies 2.3.6 and 2.3.7.

In order to promote the safety of employees and visitors, as well as the security of its facilities, the City may conduct video and audio surveillance of any portion of its premises at any time, the only exception being private areas of restrooms, showers, and dressing rooms. Video cameras will be positioned in visible, appropriate places within and around City buildings and used in order to help promote the safety and security of people and property.

2.3.8 Workplace Security

Visitors. All visitors to City buildings must be escorted by a City employee at all times. At no time will a City employee open a secured door for an unknown person and allow them to enter the building unattended. Employees will make every attempt to identify all persons entering and occupying the secure areas of City buildings.

City facilities are equipped with Visitor Badges and sign-in sheets. These badges are to be assigned to vendors and others who have come to the City to conduct business. At the end of the visit, the visitor badge will immediately be returned to the place where the badge was issued.

For purposes of this policy, individuals performing contracted custodial services are not considered visitors. The only exception to this policy is established vendors who regularly provide service, whom are appropriately registered with the City and have been issued a valid City ID badge. These vendors must comply with City policies regarding security, access, behavior, etc.

Employee Identification Badges. Every employee of the City will be issued a City of Schertz Employee Identification (ID) Badge. In the course and scope of performing their duties, all employees will wear their City ID Badge where it is visible, except in cases where the presence of an ID badge would hinder the employee's ability to effectively perform their job.

Some departments are authorized to create an employee badge unique to that department. For the purposes of this policy, the unique department badge is considered a City of Schertz Employee Identification (ID) Badge.

2.3.9 Outside Employment and Conflict of Interest

Employees may engage in outside employment only with prior written approval from their Department Head. Approval of outside employment will occur only for employment that does not constitute a conflict of interest, adversely affect the employee's job performance with the City, or reflect unfavorably upon the City. With the exception of part-time, temporary or seasonal employees, the City of Schertz is the primary employer. Authorization to engage in outside employment will be documented in the employee's

Human Resources file. All employees will be required to resubmit a new request at the beginning of each fiscal year. Failure to report outside employment to the City may result in disciplinary action, up to and including termination.

Approval for outside employment as set out in this policy does not authorize an employee on FMLA leave, sick leave, disability leave, workers' compensation leave, administrative leave, or an unpaid leave of absence or on modified / light duty to engage in any outside employment. Any exceptions must be expressly authorized in writing by the City Manager or their designee.

2.3.10 Abandoned Property

If, while on the job, a City employee locates, obtains, or otherwise comes into possession of any property of any kind of more than minimal value, including but not limited to animals or goods, where such property is or appears to be abandoned or unclaimed or the owner is undeterminable, such property should be turned over to the Police Department for the purpose of disposition in accordance with City policy and/or ordinances.

2.3.11 Smoking and Tobacco Products

The use of all tobacco products, including electronic cigarettes and smokeless tobacco, is prohibited at any time in City buildings, City vehicles or while using City equipment. Employees shall only smoke or use tobacco products in designated areas upon City-owned property or off property during permitted rest and lunch breaks. Designated smoking and tobacco use areas shall be kept clean and tobacco materials discarded appropriately. Employees shall refrain from smoking or using tobacco products when dealing with or meeting with members of the public regardless of whether such meeting or dealing is on or off City-owned property.

2.3.12 Political Activity

Employees of the City are encouraged to vote and to exercise other prerogatives of citizenship consistent with local, state and federal law and these policies; though, engaging in any political activity, other than voting, while on the job is strictly prohibited (this includes use of City equipment or property in support of a political activity). City employees are not required to contribute to any political fund or render any political service to any person or party whatsoever, and no employee may be removed, reduced in classification or pay, or otherwise prejudiced by refusing to do so. These restrictions apply to any election or political matter, whether Local, State or Federal.

2.3.13 Interaction with City Council

Council/Staff interaction is anticipated during the normal course of City business and/or in social situations. An employee should not generally discuss City business operations or individual personnel matters with members of City Council without knowledge or consent by the Department Head and City Manager. If a member of City Council contacts an employee with a request for information, the employee should coordinate a response through their Department Head.

The City does not prohibit or discourage any employee from exercising their rights as a citizen to speak to a member of City Council on subjects of legitimate public interest and concern.

2.3.14 Photographs

In the course of employment, employees may be required to take pictures related to their job function. Pictures taken in such circumstances are City documents subject to the Texas Public Information Act, which applies to the maintenance, release, distribution, and required or permissible restrictions on the maintenance, release, or distribution of public information.

2.3.15 Departmental Policies

Each Department Head, with the approval of the Director of Human Resources, may develop and implement supplemental policies and procedures in addition to the personnel policies contained within the Employee Handbook as long as they are not in conflict with these City-wide policies. All such departmental policies may be more restrictive, but not less restrictive than City policy. In the event of any conflict or incompatibility between departmental policies and the City's personnel policies, the City's personnel policies shall prevail. Copies of departmental policies shall be on file in Human Resources and distributed to all affected employees. It is the responsibility of the issuing department to distribute the policy to affected employees and enforce the policy.

2.4 Drug Free Workplace

General Policy. The City is committed to providing an alcohol and drug-free, healthy, productive 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.

This section does not apply to employees attending a private function outside of work hours in a City building (i.e wedding reception held in the Civic Center) or community events hosted by the City at City Facilities (i.e. Jubilee).

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 are 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.

Police Department Employees. Certain Police Department employees may be required to be in possession of alcohol and/or illegal drugs in carrying out their job duties. Such employees are exempt from Sections 2.4.2 and 2.4.3 as it pertains to the execution of their job duties. Additional guidelines may be established by Police Department operating procedures.

Mandatory Disclosure by Employees. Employees taking prescription medication and/or over-the-counter medication shall report such use to either their Department Head if there is a reasonable likelihood the medication will impair the employee's ability to perform the essential functions of their 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. The City may, at its discretion, require any employee to refrain from working while under the influence of any drug or medication or require any such employee to obtain written authorization from a physician.

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 who is called out, is governed by this policy. On occasion, an employee who is not scheduled to be on call may nevertheless be called out. If this situation occurs where the employee called out is under the influence of alcohol or has a presence of drugs in the system, 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 promptly notify their immediate supervisor and Department Head of any alcohol or drug-related arrest and/or convictions or deferred adjudication.

Rehabilitation/Treatment. It is the City's desire to assist employees who voluntarily request assistance with alcohol or drug dependency. For City support and assistance, however, an employee must acknowledge the problem, seek and accept counseling and/or rehabilitation before it impairs job performance and/or jeopardizes the employee's employment. No employee with alcohol or drug dependency will be subject to disciplinary action based solely on a request for help in overcoming that dependency or because of active participation in a rehabilitation program.

Drug and Alcohol Testing

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.

Testing of Employees. Employees may be tested for alcohol and/or illegal and unauthorized drugs for the following:

- a. After a workplace injury or accident or “near miss;”
- b. When reasonable suspicion exists;
- c. In connection with any required treatment or rehabilitation; or
- d. random basis for certain safety-sensitive positions (Refer to Section 2.4.10.3 below).

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, 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 shall contact Human Resources and document the specific factors that support reasonable suspicion testing.

Tests will be paid for by the City. To the extent possible, testing will normally be done during the employee’s normal work time.

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 corrective action up to and including termination.

A positive test result is a violation of this policy and may result in corrective action up to and including termination of employment.

Random Drug Testing. The City may randomly test employees in safety sensitive positions for compliance with its drug-free workplace policy. As used in this policy, “random testing” means a method of selection of employees for testing, performed by an outside third party. The selection will result in an equal probability that any employee from a group of employees will be tested. The City has no discretion to waive the selection of an employee selected by this random selection method.

For purposes of this policy, safety-sensitive positions are defined as those where associated job duties involve life safety functions, those with direct contact with or access to controlled substances, or those persons who carry or handle firearms. Positions which qualify as safety sensitive are explicitly notated as such in the job description.

Testing Procedures. All testing must normally be authorized in advance by both the employee's supervisor and the Director of Human Resources or their designee. 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.

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 this policy, the employee shall 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 with pay until the test results are received. The City shall make arrangements to have the employee transported home after the testing if necessary.

All substance abuse testing shall be performed by an approved laboratory or healthcare provider chosen by the City. Testing may include one or more of the following: urinalysis, breathalyzer, blood, or other generally-accepted testing procedure. All positive test results shall be subject to confirmation testing.

The use of "Cannabidiol" (CBD) products is not a legitimate medical explanation for a laboratory-confirmed marijuana positive result. Similarly, returning from a location where marijuana use is legal is not a defense for a laboratory-confirmed positive result.

Test results shall 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 Human Resources; supervisors and managers on a need-to-know basis.

2.5 Firearms and Weapons

The City of Schertz prohibits the possession of any weapon, including but not limited to handguns, by any employee in City buildings, and in any city owned/leased vehicle. Employees are prohibited from carrying a weapon while performing City-related business.

Employees who are licensed to carry and lawfully possess a firearm and/or ammunition in accordance with Chapter 411 of the Texas Government Code, may leave such firearm/ammunition in their locked, privately owned vehicle in the parking lot the City provides for employees. It shall be stored out of sight. Additionally, if an employee chooses to store a firearm or ammunition that is legal to carry without a permit in their personal vehicle, it shall be stored out of sight and the vehicle must be locked.

Weapons, according to the Texas Penal Code Sec. 46.01, are considered clubs, explosive weapons, firearms, firearm silencers, handguns, illegal knives, knives, knuckles, machine guns, short barrel firearms, switch blade knives, armor piercing ammunition, hoax bombs, chemical dispensing devices, zip guns and tire deflation devices.

Employees may carry a pocket knife or folding belt knife in their pocket or on their belt that is not deemed as a weapon and has a blade less than 3.5 inches long. Employees may carry a small chemical dispenser (mace) sold commercially for personal protection as long as it not openly displayed.

Exceptions

A peace officer who is required to carry a firearm/ammunition in the scope of employment is exempt from this policy.

Judges appointed to the Schertz Municipal Court and employed or contracted City attorneys who are licensed to carry a handgun under Chapter 411 of the Texas Government Code are permitted to carry firearms in the courtroom and other City facilities.

2.6 Vehicle and Equipment Usage

Each employee operating a City vehicle while in the course and scope of assigned work duties, shall operate that vehicle in a safe and responsible manner. Vehicles shall be operated in accordance with all the applicable laws of the State of Texas and the City of Schertz and with the current and valid license required for the lawful operation of the vehicle in use. The City defines City Vehicles as any passenger car, truck or motorized equipment owned or leased by the City of Schertz including, but not limited to golf carts, gators, backhoes, mowers, tractors, graders, trailers and similar equipment.

Any violation of this policy may result in disciplinary action in accordance with the City Disciplinary Policy.

Operating Rules for City Vehicles.

- A. City vehicles are to be used for official city business or in compliance with the Take Home Vehicle section below. They may be driven only by authorized employees unless otherwise approved by a supervisor. All employees using a city vehicle must possess a valid Texas operator's license appropriate for the class of vehicle being operated. Operators of city vehicles must comply with all state and local traffic laws to include but not limited to speed, use of turn signals, proper distancing and parking.
- B. Drivers shall position the vehicle to allow for driving forward rather than backing out of a space or other areas. If a vehicle cannot be positioned so it can drive forward into and out of a parked space or area, then the driver shall use a qualified spotter (when available) to assist in backing out safely. Agree on signals before starting and keep the spotter in sight. Stop if you lose sight of your spotter.
- C. All employees will park city vehicles in a legal manner except when emergency situations dictate otherwise.
- D. No city vehicle will be placed in motion until all passengers have fastened all available seat restraints, such as seat belts and shoulder harnesses.
- E. All drivers of city vehicles shall see that fuel, engine oil, transmission, brake and power steering fluid is added when necessary.
- F. Employees may be held liable for damage to City vehicles and equipment and be required to make full restitution to the City for repair costs in cases of vehicle abuse or neglect after appropriate investigation and determination of responsibility by an accident review board and approval by the City Manager. Vehicle abuse shall include, but not be limited to, damage due to careless acts, continuing to operate a vehicle when instruments or warning lights indicate malfunctions, overloading a vehicle or using it for purposes other than those for which it was designed, or reckless driving.
- G. All damage to a city vehicle must be reported immediately to the driver's supervisor, Fleet Services, and the Purchasing and Asset Management Department.
 - 1. An Accident/Incident Report Form must be completed and submitted to Purchasing and Asset Management
 - 2. A work order must be submitted to Fleet Services to have the vehicle inspected and cleared for service.
- H. An operator of a motor vehicle is expressly prohibited from the use of a handheld mobile communication device (other than Public Safety Communication Systems) or other portable electronic device to engage in a call, send, read or write a text

message, view or send photos or written text or any other use of the device while operating the motor vehicle. The following exceptions are authorized;

1. If the operator is utilizing the device in a hands-free method that requires no manual manipulation other than to engage or disengage.
 2. If the vehicle is legally parked. This does not include or mean a vehicle stopped in a lane of traffic due to traffic control device, roadway conditions, traffic congestion, etc.
 3. An emergency situation.
-
- I. No other radio, stereo or other device utilizing earphones may be worn by any driver while operating a city vehicle, with the exception of blue tooth technology used for communication and hands-free use of cell phones. Vehicle operators will maintain and monitor appropriate radio contact whenever the vehicles are being used.
 - J. Consumption of alcoholic beverages and/or use of tobacco products in a city vehicle is prohibited. No alcoholic beverages shall be allowed in any city vehicle unless it is in the scope of the employee's duties or responsibilities.
 - K. All employees using a city vehicle are responsible for keeping the interior and exterior of the vehicle clean and presentable.
 - L. No stickers of any kind will be placed anywhere on or in a city vehicle unless authorized by the department head and Fleet Services
 - M. No one shall modify, remove, de-activate, or otherwise tamper with the vehicle safety belts, emission control device, alarm system or any part of the vehicle which affects its operation.
 - N. A golf cart, neighborhood electric vehicle, or off-highway vehicle that is operated at a speed of not more than 25 miles per hour is required to display a slow-moving vehicle emblem when operated on a roadway.

Disabled Vehicle.

- A. Employees placing a city vehicle out of service shall park the vehicle in the appropriate place and complete a repair notice. This notice shall be submitted to the designated Supervisor and Fleet Services.
- B. Any employee operating a city vehicle that becomes disabled will notify Fleet Services and the designated supervisor of the situation and remain with the vehicle until a wrecker removes it or is relieved by appropriate authority.

City Insurance.

- A. Employees shall be insured by the City of Schertz for liability arising from the operation and use of motor vehicles owned or leased by the city, provided such operation and use is within the course and scope of the employee's position with the city.
- B. Proof of financial responsibility notices are typically issued to each city owned or leased vehicle annually. It is the responsibility of the assigned employee to assure such current, unexpired notice is located within the assigned vehicle.

Preventative Maintenance Checks.

- A. All city vehicles will receive regular preventative maintenance service. These will be done on a scheduled basis. Advance notice of each maintenance service will be provided by the designated authority, the department assigned that vehicle will be responsible for keeping the appointment.
- B. If the vehicle is an assigned take-home vehicle and the scheduled maintenance service cannot be kept, one rescheduling will be allowed. If the rescheduled maintenance service appointment is not kept take-home privileges may be suspended or terminated and the vehicle reassigned.

Assigned Take Home Vehicle.

- A. An assigned take-home is a privilege, not a right. There are benefits to the Community, City government, Department and the most obvious are to the employee. Any abuse or perceived abuse of the vehicle or in its use may be grounds for suspension or termination of take-home privileges.
- B. Assignment of take-home vehicles requires approval by the Department Head.
- C. Vehicle assignments shall not be made to those that reside outside the maximum limits listed here:
 - 1. Marked vehicles within twenty (20) driving miles of the city limits.
 - 2. The Department Head may authorize a take-home vehicle outside of these guidelines should the necessity of the assignment clearly warrant it.
 - 3. The Department Head may authorize a temporary take-home vehicle assignment if the benefits to the City warrant. An example would include an employee attending training outside the city where a vehicle would normally be approved; and, the location of the training is in a direction away from the City of Schertz from the employee's residence. In such case it is a cost savings to the city if the employee drove directly from the residence.

- D. Any employee assigned a take-home vehicle is responsible for preserving the safety of the vehicle at all times. Those that reside at a location with shared parking (apartments, town homes, etc) shall park the vehicle in the Departments designated parking lot when they will be away from their residence for periods of three days or more.
- E. Any employee assigned a take-home vehicle will ensure that required maintenance is performed. Neither Fleet Services nor the Department will be responsible for any items left in a vehicle for service.
- F. Employees may utilize their assigned take home vehicle to transport family members or other civilian personnel for brief personal errands; such as to pick-up/drop-off family members from work, school, or medical appointments. Assigned take-home vehicles shall not be utilized for vacation trips or in performance of extra-employment without the express written consent of the Department Head.

Vehicle Operation Requirements.

- A. To operate any City vehicle, or any other motor vehicle in the course of City business, an employee must
 - 1. Have a valid Texas Operator's License for the class of vehicle to be drive.
 - 2. Have a record of no more than three (3) moving violations and / or chargeable accidents within a twenty-four (24) month period.
 - 3. Have no record of DWI or DUI convictions in the proceeding twenty-four (24) month period
 - 4. Receive training on vehicle prior to use.
 - 5. Be at least eighteen (18) years old; and
 - 6. Be otherwise qualified under federal and state regulations to drive the vehicle.
 - 7. If a question arises regarding driving ability, comply with the requirements outlined.
- B. Driving records of employees who operate motor vehicles in the course of City business may be examined to determine if employee has an acceptable driving record. An Acceptable Driving Record shall be defined as having no more than ten (10) points on their driving record (obtained through a State issued MVR) within a twenty-four (24) month period. Points are assigned by the State of Texas Department of Public Safety

- C. Driver Training: Supervisors shall arrange for employees who drive a city vehicle or their own vehicles to conduct City related travel/work to attend a Defensive Driving Course (no less than once annually). Additionally, supervisors may require drivers who demonstrate questionable driving capabilities, habits or are involved in a preventable accident to attend driver training more often.
- D. Citations: Employees are responsible for paying any fines for violation(s) out of the employee's personal funds for traffic citations received while operating a City vehicle. Employees who operate motor vehicles in the course and scope of their employment must notify their supervisor: When their driver's license becomes invalid or suspended for any reason. Such employees will immediately be prohibited from operating any vehicles on City business.
- E. Employees who operate motor vehicles in the course and scope of their employment must notify their supervisor:
 - 1. When their driver's license becomes invalid or suspended for any reason. Such employees will immediately be prohibited from operating any vehicles on City business.
 - 2. Immediately during regular working hours (or by the next working day if after hours) when any ticket or citation for any moving violation of state law or a local ordinance is received while on duty. This notice must be in writing and include:
 - a. Driver's full name and license number;
 - b. Date of the incident;
 - c. Nature of the violation;
 - d. Whether or not the violation was committed in a commercial vehicle;
 - e. Location of the offense; and
 - e. Agency issuing citation.
- F. An employee shall operate any vehicle used for City business in a careful and prudent manner and shall obey the laws, policies, regulations, and procedures of the state, City, and any political subdivision pertaining to such operation. An employee's operation of a vehicle shall, at all times, set a proper example for other persons.

Motor Pool Vehicles.

City owned Motor Pool vehicles are to be used for the purposes of travel for City of Schertz official business.

Eligibility. City Employees may request the use of a Motor Pool vehicle for the following:

1. Attending meetings, conferences, or other City Authorized Business on behalf of the City.
2. When an assigned City vehicle will be out of service for a period of four (4) hours or longer and another department vehicle is not available for use
3. Special Projects

Reservations.

1. Motor Pool vehicles must be scheduled forty-eight (48) hours in advance with a Motor Pool Vehicle Request Form including required signatures. (See Appendix A)
2. Requests for use of a Motor Pool vehicle exceeding three (3) business days will require justification.

Motor Pool Vehicle Operation.

1. All Motor Pool vehicles must be inspected prior to leaving Fleet area and will be inspected upon return.
2. City of Schertz Motor Pool vehicles must be returned clean and with a full tank of fuel. (BeeClean Wash Card will be provided with Motor Pool packet).
3. City owned Motor Pool vehicles being used as a replacement for department vehicle requiring service and/or repair must be returned within twenty-four (24) hours of notice of the completion of service/repair to department vehicle.
4. Motor Pool vehicle shall be returned no later than the return date listed on the request form. If additional time is needed for usage of Motor Pool vehicle contact Fleet Crew Supervisor "primary" or Fleet Administrative Assistant "secondary" to request additional time. Note: Additional time will be granted based on availability.

Violations of this policy may cause denial or permanent suspension of Motor Pool vehicle usage.

2.7 **Safety**

The City is committed to a safe workplace and employee well-being. To prevent or minimize injuries to themselves and their co-workers, and to protect and conserve City equipment, employees shall:

- Obey all safety rules and follow published work instructions;
- Remain alert, exercise caution in all work activities, and refrain from any activity which may create unsafe work conditions;
- Report all unsafe conditions to the supervisor and the City's Risk Management department;
- Keep work areas clean and orderly at all times;
- Report all accidents immediately to the supervisor; and
- Operate only machines or equipment that they have been authorized to operate.
- Notify their supervisor if they are unable to perform their duties safely due to illness or other disabilities, and request any accommodation that may allow the employee to safely perform their duties without undue hardship to the City (where applicable).

Supervisors are responsible for ensuring that all employees under their control have been appropriately briefed and trained on City and department safety procedures. Training will include review of applicable Safety Data Sheets (SDS) and hands-on equipment training.

Accident and Injury Reporting. Employees are required to immediately report to their immediate supervisor all accidents resulting in personal injury and/or damage to the City equipment, City vehicles, or any other property. Supervisors must report all accidents resulting in personal injury and/or damage to the City equipment, City vehicles, or any other property to the Department Head and Risk Management.

END OF PART II

SECTION III

TRAINING AND DEVELOPMENT

3.1 Job Orientation and Training

Employees should receive an appropriate orientation when they begin working for the City. The employee's supervisor or designee will provide them with the necessary information to understand their job, its relationship to the overall structure and function of the City government, and the personnel policies of the City. On-the-job training for newly hired, promoted or transferred employees is the responsibility of the supervisor or designee.

3.2 Probationary Period

The following employees are required to serve a probationary period: (i) new employees; (ii) employees promoted, transferred, or demoted; and (iii) employees with performance issues placed on a Performance Improvement Plan (PIP). All employees must be assessed during this probationary period and given timely progress feedback. Any problems with employee performance or conduct should be recorded and communicated to the employee on a regular basis.

Probationary Evaluations for New Hires, Promoted or Transferred Employees. All new hires, promoted, or transferred employees shall be subject to a six (6) - month probationary period. However, the probationary period may be extended up to three (3) months at the discretion of the Department Head upon consultation with the Human Resources Director. With regard to employees who report directly to the City Manager, the probationary period may be extended up to three (3) months at the discretion of the City Manager.

While a new employee is serving their probationary period, the supervisor or designee will observe the employee's work and will train and mentor the new employee in their position. An employee performance evaluation shall be conducted at 30 days, 90 days and upon the conclusion of an employee's six (6) - month probationary period. Upon successful completion of the probation period, the employee shall be classified as a regular employee.

Employees who have their probationary period extended are required to be placed on a Performance Improvement Plan in accordance with the City's Discipline Policy. Upon conclusion of the PIP, the supervisor or designee shall evaluate the employee and make a recommendation regarding continued employment.

Additional Considerations for Promoted and Transferred Employees. Employees who are required to transfer to similar positions with an equal pay grade at no fault of their own will not be required to serve probation in their new positions. Employees who voluntarily transfer to another position, regardless of position type or pay, shall be required to serve a six (6) month probationary period.

Before the probationary period concludes, a current employee may transfer or demote to another position and/or another department if the employee is not satisfied with the new position or cannot meet the demands of the new position. The employee may request in writing a voluntary demotion or transfer to their former position or another position for which they may be qualified before the probationary period concludes, provided the employee's former position or position in question is vacant, the employee meets the qualifications for the position, and the affected Department Heads and the Human Resources Department approve the transfer or voluntary demotion (see rules for voluntary demotion under the City's Discipline Policy).

Regular part-time employees who work on average twenty (20) hours per week and are promoted to an equivalent full-time position will not be required to serve an additional probationary period. If the employee has not completed their probationary period when moved to the equivalent full-time position, the employee will complete the remainder of their probationary period in their new full-time position. Promotion of a part-time employee to an equivalent full-time position will not impact the employee's merit eligibility.

Probationary Evaluations for Demotions. Supervisors shall meet with employees who have been demoted or who have voluntarily demoted to another position to develop a performance plan with corresponding goals and performance expectations within the first thirty (30) days of the effective demotion.

All demoted employees shall be subject to a six (6) - month probationary period. However, the probationary period may be extended up to three (3) months at the discretion of the Department Head upon consultation with the Human Resources Director. With regard to employees who report directly to the City Manager, the probationary period may be extended up to three (3) months at the discretion of the City Manager.

While a new employee is serving their probationary period, the supervisor or designee will observe the employee's work and will train and mentor the new employee in their position. An employee performance evaluation shall be conducted at 30 days, 90 days and upon the conclusion of an employee's six (6) - month probationary period. Upon successful completion of the probation period, the employee shall be classified as a regular employee.

Probationary Evaluations for Performance Reasons. Chronic performance or behavioral issues may result in an employee being placed on probation. Employees who are placed on probation for performance or behavioral issues shall be evaluated in accordance with the City's Discipline Policy.

Termination During the Probationary Period. Subject to the "at-will" employment laws of the State of Texas, an employee in a probationary status may be dismissed at the discretion of the supervisor or designee, if it is determined that the employee is not suited for the job and provided there is prior review by Human Resources, and the termination does not violate the federal, state, or local law (see proper procedures for termination under the City's Discipline Policy). It is the responsibility of supervisors to document failure of an employee to successfully complete their probation. When there is no serious misconduct (as defined in the City's Discipline Policy), employees may be permitted to resign.

Leave for Probationary Employees. Employees serving their initial (new hire) probationary period accrue vacation leave and sick leave beginning on the first day of employment. Permitting vacation leave during probation will be at the discretion of the Department Head or as pre-approved at the time of hire. During the initial probationary period, a new employee is eligible to use accrued sick leave for qualifying absences. Promoted, transferred or demoted employees, or employees on probation for performance reasons are eligible to use accrued vacation and sick leave in accordance with the City's Leave Policy.

Complaint Procedures During the Initial Probationary Period. Newly hired probationary employees may not utilize or access the City's complaint procedure and are subject to discharge without recourse except on grounds of illegal discrimination and/or illegal activity (refer to special provisions under the City's Disciplinary Policy).

3.3 Travel, Training & Conference Procedures

Travel Advances. Requests for travel expense advances should be made on forms required by the Finance Department, and Department Head must forward the employee's request to the Assistant City Manager for consideration.

Per Diem Allowance. All employees will receive per diem instead of using their City credit card for meals unless otherwise approved by Management. Per Diem can be requested before or after a trip to pay for the employee's meals and incidental expenses only. Incidental expenses are for tips given to porters, baggage carriers, bellhops, and hotel maids.

- a. For overnight travel (greater than 50 miles) the employee will use the GSA website (www.gsa.gov) to calculate the allowed per diem amount.
 - i. Travel days, usually the first and last day, will be calculated at 75% of the full day rate.
 - ii. Meals purchased by the City through registration fees, hotel room fees, or directly purchased will be backed out of the per diem request. Continental breakfasts do not count against per diem and will not be deducted.
- b. For local area travel the employee will use the gsa website to calculate the allowed per diem amount.
 - i. The per diem amount will be based on the meals missed due to travel. If lunch is missed due to a local seminar then the employee will be eligible for the lunch rate.
- c. Unused per diem does not need to be returned unless the City ends up paying for a meal after per diem is given.

Special circumstances may be handled on a case by case basis by City Management.

Transportation. Where air travel is necessary, employees shall book as early in advance as possible using a City credit card. If possible, employees will travel in “coach class” flight status. First-class or business-class flight passage is allowed only in instances where the first-class or business-class travel serves the best interest of the City, as approved by the City Manager. Early check in or other reward perks are a personal expense, not reimbursable by the City. The City will pay for one checked baggage fee. When automobile is the chosen mode of transportation for travel, City-owned vehicles are to be used if available. If a City vehicle is not available or there are special circumstances, the traveler may make a request to their Assistant City Manager to use their personal vehicle and submit for mileage reimbursement. Mileage reimbursement will be calculated from the City Municipal Offices to the destination and back at the effective federal reimbursement rate. If the event requires the employee to pay for parking, this expense should be put on a City credit card. If a credit card is not available, the employee will be reimbursed the expense with a receipt.

Registration Fees. Conference and/or training registration fees will be paid in full by the City in addition to per diem allowance.

Car Rental. If a car is rented while an employee is traveling, it must be the most practical means of transportation available.

Procedures for Reimbursement. In order to receive reimbursement for incurred expenses, the employee should submit the forms required by the Finance Department

with all required receipts or vouchers to verify all expenses for which the employee seeks reimbursement. All forms shall be routed from the employee to their Department head who will route the forms for appropriate approval.

Compensable Work Time. Compensable work time will be determined in accordance with the Fair Labor Standards Act (FLSA).

3.4 Tuition Reimbursement

The City has a tuition reimbursement program for its full-time employees. To be eligible for this reimbursement, the education or training must be for work-related professional development and be of benefit or potential benefit to the City, as determined by the City. The total amount of funds available for this benefit are an annually budgeted amount approved by City Council. The amount of reimbursement available per employee per fiscal year is determined in each fiscal year budget, and the scheduling of available reimbursement will be determined on a first-come first-served basis. Notice by an employee that they are pursuing training or education is in no way a promise that the City will reimburse the employee for the cost of that training or education. Reimbursements may be available only upon completion of the training or education course and paid in the fiscal year for which the course was completed. The employee must provide copies of receipts and provide a certificate evidencing course completion. If the course is graded, the grade must be a B or Satisfactory, or better. Employees should notify Human Resources as soon as possible following course completion to apply for this benefit.

END OF PART III

SECTION IV

COMPENSATION AND BENEFITS

4.1 Pay Policy and Procedures

The City seeks to maintain a compensation and salary administration system which is internally equitable and externally competitive. All City positions are reviewed as part of the City's compensation program and are assigned a service grade and salary range in accordance with the City's authorized Pay Table.

All employees are paid on a biweekly basis, every other Friday. If a regular Friday payday falls on a City holiday, the last working day prior to the holiday will be payday.

4.1.1 Fair Labor Standards Act (FLSA)

The FLSA regulates employee wages and hours in the following areas:

- Minimum Wage
- Child Labor
- Equal Pay
- Record Keeping
- Overtime Pay

Minimum Wage. The federal minimum wage provisions are contained in the FLSA. Many states also have minimum wage laws. In cases where an employee is subject to both the state and federal minimum wage laws, the employee is entitled to the higher of the two minimum wages.

Child Labor. The federal child labor provisions, also known as the child labor laws, were enacted to ensure that when young people work, the work is safe and does not jeopardize their health, well-being or educational opportunities. The FLSA imposes certain restrictions on the employment of minors younger than 18 years of age.

Equal Pay. No employer subject to the Equal Pay Act can discriminate between employees on the basis of gender by paying wages "at a rate less than the rate at which he pays wages to employees of the opposite sex in such establishments for equal work on jobs the performance of which require equal skill, effort, and responsibility, and which are performed under similar working conditions," Equal Pay Act, 29 U.S.C. x 206 (d) (I).

Recordkeeping. State and Federal laws and regulations require the employer to collect and maintain certain employee information such as name, address, occupation, birthdate, sex, etc.

Overtime Pay. An employer who requires or permits an employee to work overtime is generally required to pay the employee premium pay for such overtime work. Hourly, non-exempt employees shall be paid overtime at a minimum of one and a half (1 ½) times their regular rate of pay for all hours actually worked over forty (40) in a single workweek. Thus, in calculating how many hours a non-exempt employee actually works in a week, the City will not count the paid vacation, holiday, comp time, or sick time towards the forty (40)-hour workweek. In accordance with the FLSA, the City is not obligated to pay overtime for employees to work on weekends, nights, holidays unless overtime hours are worked on such days.

4.1.2 Employee Classifications

The City maintains standard definitions of employment status and classifies employees for purposes of benefits, salary administration, and related payroll transactions. All employees in this policy are subject to all work rules within the employee handbook. This policy does not, in any way, establish a contractual agreement for employment between the City and the employee.

At-Will. Employment may be terminated with or without cause and with or without notice at any time by the employee or the City except as otherwise provided by law, the City Charter, or the Employee Handbook. All categories and classifications of employees at the City are “At-Will”.

Exempt. Any position that is classified as exempt by Fair Labor Standards Act (FLSA). This classification is paid on a salary basis. This classification is not eligible for overtime pay and/or compensatory time off.

Non-Exempt. Any position that is generally eligible for overtime pay and/or compensatory time off under the specific provisions of Federal and State wage and hour laws. This does not include positions classified as recreational exempt under the FLSA.

Regular Full-Time. Positions that are ordinarily of indefinite duration. These positions, whether exempt or non-exempt, may be scheduled to work 8-hour, 12-hour or 24-hour shifts. Regular full-time employees are eligible for all City benefits.

Regular Part-Time. Positions that are ordinarily of indefinite duration. These positions, whether exempt or non-exempt, are regularly scheduled for at least ten (10) hours, but fewer than 30 hours, per workweek. Non-exempt positions within this classification are eligible for overtime pay for hours worked in excess of forty (40) in a workweek. Regular part-time employees are eligible for sick leave, holiday pay, bereavement leave, EAP and merit increases.

Irregular Part-Time. Positions that are ordinarily of indefinite duration. These positions, whether exempt or non-exempt, are scheduled only when work is available, and shall work fewer than thirty (30) hours per workweek (130 hours per month) on average within any given calendar year. There are no regularly scheduled hours for these positions. Irregular part-time employees are not eligible for city benefits except possibly retirement, depending on how many hours an employee works within any given calendar year. Irregular part-time employees are eligible for merit increases.

Temporary. Assignments that are of a limited duration, ordinarily specified in advance. A temporary employee may be full-time or part-time. Temporary positions are paid on an hourly basis and may be scheduled to work up to forty (40) hours per workweek. Positions within this classification are eligible for overtime pay for hours worked in excess of forty (40) in a workweek. Temporary positions have no guarantee of continuous employment from one year to another. Employees occupying recurring temporary positions are required to re-apply for such positions every year. Temporary employees are not eligible for city benefits except possibly retirement, depending on how many hours an employee works within any given calendar year.

Emergency Temporary. Whenever an emergency exists that requires the service of personnel who are not otherwise available for budgeted vacant positions, the City Manager may immediately appoint such personnel for a period not to exceed 90 working days without regard to normal recruitment and selection requirements. An emergency temporary appointment shall not be used to circumvent normal employment procedures. The employee involved shall not acquire any status or rights in the position to which temporarily appointed.

4.1.3 Determining Salaries

Potential Candidates. The City desires to find qualified individuals to fill positions within the City. This may warrant offering exceptional candidates salaries greater than the minimum rate of a service grade. The hiring manager, in collaboration with Human Resources, provides a recommendation for a salary higher than the minimum of an assigned service grade, which must be approved by the Assistant City Manager.

Promotions. Candidates being considered for promotion will be offered a minimum of 5% increase in their current service grade or the minimum in the service grade assigned to the new position, whichever is greater. The hiring manager, in collaboration with Human Resources, provides a recommendation for a salary higher than this, which must be approved by the Assistant City Manager.

Transfers. Employees who transfer will have a starting salary not less than the entry-level salary for that position but may be less than the employee was receiving in their previous position of employment.

The hiring manager, in collaboration with Human Resources, provides a salary recommendation for an employee transferring from one department or position to another, which must be approved by the Assistant City Manager.

Reclassifications. Reclassification of a position does not automatically result in an increase pay but will not be less than the starting salary of the new grade assigned to the position.

Criteria for Exceptions. Recommendations for salaries exceeding the minimum of the assigned service grade will be based on one or more of the following criteria:

- A prospective candidate's qualifications, experience, or education exceed the minimum requirements posted for the position
- The placement in the salary range of a current employee in the same position whose qualifications, experience, or education are similar to those of the prospective candidate
- Qualified candidates are difficult to recruit and retain
- The recommended starting salary is equitable and competitive, and will not disrupt current internal salary relationships across the City;

Salary recommendations made by a hiring manager must be submitted in writing to an Assistant City Manager, to include justification based on the above criteria.

Other Exceptions. For Fire and EMS employees who transfer from 24-hour shifts to 8-hour shifts, compensation may be determined by other means to ensure salary parity, or at a minimum that an employee would not lose pay for moving from operations into an equivalent administration position.

4.1.4 Overtime Pay

Non-Exempt City Personnel. Overtime compensation for non-exempt personnel will be at the rate of one and one half (1½) times an employee's hourly (unweighted) salary. Such compensation may be in the form of pay or, for certain positions, compensatory time off. Overtime will be any hours worked beyond 40 hours in a given work week. All requests to work overtime must be made in advance and approved by the Department Head. Employees who work overtime without prior approval may be subject to disciplinary

action, up and including termination. This section does not apply to non-exempt Fire Department personnel engaged in fire suppression.

Non-Exempt Fire Department Personnel Engaged in Fire Suppression. Overtime compensation for non-exempt Fire Department personnel engaged in fire suppression activities will be at the rate of two (2) times an employee's hourly (unweighted) salary. Such compensation may be in the form of pay or, for certain positions, compensatory time off. All requests to work overtime must be made in advance and approved by the Department Head. Employees who work overtime without prior approval may be subject to disciplinary action, up and including termination.

4.1.5 Compensatory Time Off

Compensatory time off ("comp time") is paid time off that may be earned and accrued by non-exempt employees in lieu of immediate cash payment for working overtime hours.

All regular full-time employees classified as non-exempt shall be paid at one and one-half times their regular rate of pay, as defined under Fair Labor Standards Act (FLSA), for hours worked in excess of their regular work week. Non-exempt employees may, however, accrue compensatory time in lieu of overtime pay. Exempt, part-time, seasonal, and/or temporary employees are not eligible to accrue comp time.

FLSA prohibits an employer from requiring an employee to accept comp time off for overtime hours worked. An employer may grant comp time for overtime hours worked in lieu of overtime pay upon employee agreement.

Accruing Comp Time. Employees must receive prior approval from their supervisor prior to working over and beyond regular work schedules where comp time or overtime would begin to accrue. When advance approval is not feasible due to the nature or circumstance of the work being performed, the employee should notify their supervisor as soon as possible, noting the amount of time worked and the reason for overtime. Non-exempt employees who work overtime without authorization must still be paid for the time worked, but may be subject to disciplinary action if unauthorized time continues.

Supervisors and employees should discuss whether compensation will be paid as overtime or accrued as compensatory time before any work is scheduled by the supervisor or performed by the employee. Again, an employer may grant comp time for overtime hours worked in lieu of overtime pay upon employee agreement.

Comp time will accrue for employees at a rate of one and one-half (1 ½) hours for every hour worked in excess of the standard 40-hour work week. Employees who do not work a standard 40-hour work week (i.e. Police, Fire, and EMS employees and who are covered

under 207(k) of the FLSA and applicable provisions of state law) will accrue comp time based on FLSA standards for their work cycle.

The maximum accrual for comp time for employees is as follows:

- Employees assigned to a standard 40-hour work week may accrue up to 40 hours at any given time.
- Fire employees on 24-hour shifts may accrue up to 36 hours at any given time.
- Fire employees on 48-hour shifts may accrue up to 50 hours at any given time.
- EMS employees on 24-hour shifts may accrue up to 72 hours at any given time.

Employees who have reached their maximum comp time accruals will be paid for any overtime worked in accordance with the Fair Labor Standards Act.

Carrying Over Comp Time. Comp time accruals may carry over into the beginning of each subsequent fiscal year for employees. The maximum number of hours that may be carried over by employees is as follows:

- Employees assigned to a standard 40-hour work week may carry over up to 20 hours into the beginning of the subsequent fiscal year.
- Employees assigned to a 56-hour work week may carry over up to 36 hours into the beginning of each subsequent fiscal year.
- EMS employees on 24-hour shifts may carry over up to 48 hours into the beginning of each subsequent fiscal year.

Any comp time that an employee is unable to carry over into each subsequent fiscal year will be paid at their regular rate of pay.

Use of Comp Time. Comp time accrued and used by employees shall be recorded in the City's official timekeeping system. Comp time accrued in any given pay period shall not be used during that same pay period.

Employees may take comp time off at the discretion of their direct supervisor. Comp time off must not unduly disrupt departmental operations and must have prior supervisory approval. Comp time cannot be used to drive an employee into overtime status.

Pay Outs for Comp Time. Employees will be paid for accumulated, unused comp time upon separation of employment at their regular rate of pay, regardless of the reason for employment separation.

If an employee is promoted from a non-exempt to an exempt position, any accrued, unused comp time shall be paid out at the employee's regular rate of pay for the position held before the promotion.

Any time that an employee with accrued comp time accruals transfers to another department, their hours accrued shall be cashed out at their current hourly rate of pay.

4.1.6 Stand-By Pay

Departments may pay stand-by pay (also known as on-call pay) to designated employees, who are on call at designated times. Stand-by time is defined as time worked if employees are required to be available by phone or at certain locations such that they cannot use the time for their own purposes. Qualification for stand-by pay is coordinated with and must be approved by the employee's Department Head and is available only when the needs of the City and its customers require it. Whether time spent on stand-by is considered time worked is a question of fact to be decided on a case-by-case basis. Generally, stand-by time is considered time worked for **time spent**:

- Performing work-related activities, such as phone calls;
- Driving to and from the location of an emergency situation; and
- Responding to an emergency situation

Stand-by time is not considered time worked if the employee can leave work as to where they can be reached, or if the employee carries a pager or phone and does not have to stay at a certain location as defined above.

If stand-by time is considered time worked, the employee(s) on stand-by shall receive their regular hourly rate until they work over forty (40) hours within a given workweek, which would then place the employee(s) in an overtime status.

Stand-by pay is subject to available funds and budget approval, and the rate may be pro-rated.

4.1.7 Education Pay

All education pay is subject to and contingent upon City Council approval of an annual budget that funds the program. All education pay plans, additions, and/or deletions must be reviewed by Human Resources, and the City Manager must grant final approval of all education pay plan changes prior to implementation.

Education pay is provided to eligible full-time employees, as outlined in this policy. In order to receive compensation, the education level must be above the minimum requirement for the employee's position as listed in the job description. Employees will only be paid for the highest level of education achieved. Education pay shall be forfeited if an employee moves into a position where education for which they are currently receiving compensation is a minimum requirement of the position as listed in the job description.

Employees who are eligible to receive education pay are responsible for providing the appropriate documentation to their department. Compensation for education pay will be paid to a maximum of three months in arrears to any employee not reporting to their department their eligibility for such pay.

All requests for education pay must be authorized by the Department Head and then submitted to the Human Resources Department. Final approval of certification pay will be granted by the City Manager.

Employees shall receive payment per pay period as outlined in the schedule below.

EDUCATION PAY SCHEDULE

*Degree	Amount Per Pay Period
Associate's Degree	\$25.00
Bachelor's Degree	\$30.00
Master's Degree	\$45.00

**Conferred by a nationally accredited institution of higher education*

4.2 **Employee Benefits**

A comprehensive employee guide can be obtained from Human Resources.

Retirement Income Plan. The City offers a retirement plan through Texas Municipal Retirement System with mandatory participation for all full-time employees and part-time employees working twenty (20) hours per week or more. An eligible employee (including probationary employees) automatically becomes a member of the retirement system on the first day of the first month after the date of employment. The employee must be eighteen (18) years of age or older and not yet attained age sixty-five (65) or older.

The City provides several options for voluntary retirement. Information regarding the City's retirement options can be obtained from Human Resources.

Life Insurance, Long-Term Disability, and Health Coverage. The City provides life insurance, long-term disability, medical, dental, and vision plans for full-time employees. Dependent life insurance, medical, dental and vision coverage, is available at the option of the individual employee. Plan information and costs can be obtained from Human Resources.

Workers' Compensation. The City provides workers' compensation insurance for all employees of the City. The coverage is designed to compensate the employee for any job-related illness or injury. Procedures on reporting job-related illness and injury is covered in the City's Risk and Safety plan.

Employee Assistance Program. The City has an Employee Assistance Program for all employees and members of their household. Information regarding the City's Employee Assistance Program can be obtained from Human Resources.

4.3 Holiday, Vacations, and Leaves

4.3.1 Holidays

Official City Holidays

New Year's Day	Martin Luther King, Jr. Day
Presidents' Day	Memorial Day
Independence Day	Labor Day*
Columbus Day	Veterans' Day
Thanksgiving Day	Christmas Eve
Christmas Day	

*Fire employees (operations) work on Labor Day and recognize 9/11 as the holiday.

If one of the above holidays falls on a Saturday, City employees will observe that holiday on the preceding Friday. When such a holiday falls on a Sunday, City employees will observe that holiday on the succeeding Monday. If one of the above holidays is followed by a Friday or preceded by a Monday, that Friday or Monday shall also be considered a paid City holiday. When Christmas Day falls on a Saturday and the preceding Friday is already a City holiday, Christmas Eve will be observed on the preceding Thursday. When Christmas Day falls on a Monday, Christmas Eve will be observed on the preceding Friday. When Christmas Day falls on a Tuesday and the preceding Monday is already a City Holiday, Christmas Eve will be observed on the preceding Friday.

Holiday pay does not include any special forms of compensation such as bonuses, shift differentials, or incentives.

Exempt Employees. Regardless of schedule or time actually worked on an observed City holiday, exempt employees receive holiday pay equal to the number of hours they would normally work.

Non-Exempt Employees. A non-exempt employee not scheduled, and does not work on the observed City holiday, will receive 8 hours of holiday pay. If a non-exempt employee is required to work on a City holiday (actual or observed), the non-exempt employee will be paid holiday pay for hours actually worked on the holiday at a rate equal to the employee's straight hourly pay in addition to their normal hourly pay, unless the employee has already worked 40 hours during the same week as the holiday, in which case overtime rates will apply to time worked. If the employee is required to work, they will receive a minimum of 8 hours of holiday pay; however, if the employee is required to work in excess of 8 hours, they will receive holiday pay for the actual amount of hours worked.

Regular Part-Time Employees. A regular, part-time employee that is not scheduled, and does not work on the observed City holiday, will receive at a minimum of 4 hours of holiday pay or the amount of hours they would have normally been scheduled to work for that day. If a regular, part-time employee is scheduled and works on a holiday, they will be compensated in accordance with the section above titled 'Non-Exempt Employees.'

Irregular Part-Time Employees. An irregular, part-time employee that is not scheduled, and does not work on the observed City holiday, will not receive holiday pay. If an irregular, part-time employee is scheduled and works on a holiday, they will be compensated in accordance with the section above titled 'Non-Exempt Employees.'

All Employees. An employee on vacation, sick, or FMLA leave during an official holiday will receive 8 hours of holiday pay.

Employees may request an approved absence to celebrate a religious holiday that is not a scheduled city holiday. If approved, the employee must use vacation, compensatory time, or an excused absence without pay.

Examples of Holiday Pay Procedures:

Scenario 1:

An employee works forty (40) hours per week, Tuesday through Saturday in a non-exempt position. A City holiday falls on a Monday. The supervisor and employee should mutually designate a day in the same week during the employee's normal schedule as the day for their holiday observance. If the employee works on the re-designated holiday, they will be compensated in accordance with the holiday pay practices. If, after re-designating their holiday, the employee actually works on Monday (the official City holiday), they will be paid in accordance with the section entitled 'Non-Exempt Employees.'

Scenario 2:

An employee works forty (40) hours per week, Monday through Friday in a non-exempt position. Christmas Day (12/25) falls on a Sunday, and the City observes the holiday on Monday (12/26). Due to an emergency, the employee is called into work on Sunday and works five (5) hours. The employee would receive five (5) hours of holiday pay and five (5) hours of pay equivalent to their regular rate of pay, unless the employee has already worked 40 hours during the same week as the holiday, in which case overtime rates will apply to time worked.

This same employee does not work on the observed holiday, a day they are normally scheduled to work. The employee will receive eight (8) hours of holiday pay for the observed holiday.

Scenario 3:

If the same employee from Scenario #2 was called into work on the observed holiday instead of the actual holiday, and worked five (5) hours, they would receive eight (8) hours of holiday pay and five (5) hours of pay equivalent to their regular rate of pay, unless the employee has already worked 40 hours during the same week as the holiday, in which case overtime rates will apply to time worked.

Scenario 4:

An exempt employee works a 9/80 schedule, regularly scheduled to work 9 hours on Mondays. A City holiday falls on a Monday. The employee does not work on the holiday. The employee will receive nine (9) hours of holiday pay.

Scenario 5:

A 24-hour shift worker calls in sick on an official City holiday. They are scheduled, but do not work. They will receive 8 hours of holiday pay, and must use 16 hours of sick leave to cover the remainder of their scheduled shift.

Scenario 6:

A non-exempt employee works ten (10) hours on July 4th at the Jubilee. The employee will receive ten (10) hours of holiday pay and ten (10) hours of pay equivalent to their regular rate of pay, unless the employee has already worked 40 hours during the same week as the holiday, in which case overtime rates will apply to time worked.

4.3.2 Vacation Leave

All regular full-time employees are entitled to paid vacation time. If a holiday occurs during an employee's vacation, that holiday is not chargeable as vacation time. It counts as a paid holiday.

Employees who experience illness or injury during their vacation may request that the time of illness be charged as sick leave. Medical documentation may be required upon request. Vacation accrual for eligible employees begins on their date of employment in a full-time position. Vacation time is accrued per pay period based on the chart below and may not exceed the maximum allowable as listed. On September 30 of each year, all accrued vacation time in excess of the amount authorized will be dropped from the vacation leave roster.

Year of service is equal to total number of years with the City of Schertz.	# Hours Per Year	Maximum Hours Allowed To Accrue
Fire Protection Personnel assigned to Operations and EMS Personnel assigned to 24-hour shifts¹:		
During 1st year of service	144	-
2 – 10 years of service	180	360
11+ years of service	240	480
Licensed Peace Officers(Sworn Officers)/Fire Protection Personnel assigned to Admin²/EMS Admin³/EMS Personnel		
During 1st year of service	96	-
2 – 10 years of service	120	240
11+ years of service	160	320
All other Full-Time Employees:		
0 – 5 years of service	96	192
6 – 10 years of service	120	240
11+ years of service	160	320

¹ A day for a 24-hour shift employee is defined as 12 hours.

² Definitions for "Fire Protection Personnel" and "Licensed Peace Officer" can be found in Section 142.010 in the Local Texas Government Code.

³ EMS Admin does not include the Administrative Assistant and the Billing Office.

⁴ A day for a 12-hour shift employee is defined as 8 hours.

If an employee is called to work during their vacation, the employee will receive their regular pay rate, and the vacation will be rescheduled for a later date.

Requests for vacation leave will be approved by the Department Head or designee.

Upon separation, an employee will receive pay for their unused vacation time. This does not apply to a newly hired employee still in their initial probationary status. Pay for unused vacation time is limited to the maximum authorized accrual level. The amount

payable is based on the employee's hourly salary in effect at the time of separation. The payout will be made at the employee's regular rate and shall not include any special forms of compensation such as bonuses, shift differentials, or incentives. For all "40 hour" employees whose wages are expressed in the form of an annual salary, the employee's regular rate will be determined by dividing the annual salary by 2080 hours. For all fire department employees who work 24-hour shifts and whose wages are expressed in the form of an annual salary, the employee's regular rate will be determined by dividing the annual salary by 2,756 hours. For all EMS employees who work 24-hour shifts and whose wages are expressed in the form of an annual salary, the employee's regular rate will be determined by dividing the annual salary by 2,912 hours. For all EMS employees who work 12-hour shifts and whose wages are expressed in the form of an annual salary, the employee's regular rate will be determined by dividing the annual salary by 2,184 hours.

4.3.3 Sick Leave

The City's sick leave plan allows regular full-time and regular part-time employees to be away from work without loss of pay for illness or non-job-related injury. Payments shall be made at the employee's regular rate and shall not include any special forms of compensation such as bonuses, shift differentials, or incentives. Employees are authorized sick leave for illness that makes them unable to perform their duties and to be with members of their family* in case of serious illness or death.

Regular full-time employees earn one day of sick leave for every month of work for the City. Twenty-four hour shift employees earn ten (10) hours of sick leave for every month of work for the City. Regular part-time employees will accrue sick leave at a rate equal to their hours worked compared to a full-time employee's hours worked. Accumulated vacation time may be used to cover sick leave if an employee becomes ill and has used all of their sick leave. Accumulated sick leave, however, may not be used in place of vacation leave.

A supervisor may request verification of illness for sick leave requests of three (3) days or less. For sick leave of more than three (3) days, a doctor's certification will be required.

If an employee does not use all of their allocated sick leave during any one year, the employee may accumulate up to 120 days for future use. There will be no payment for unused sick leave upon an employee's separation.

*For purposes of this Sick Leave policy, "family" means the employee's parent, child, spouse, mother-in-law, father-in-law, sibling, stepchild or any other person living in the employee's household.

Catastrophic Illness. Regular full time employees who are diagnosed by a physician with a catastrophic illness or injury and who have exhausted all sick leave and vacation leave, and who are not covered by worker's compensation, will receive salary continuation, exclusive of unscheduled overtime, for the duration of their incapacity, but not to exceed such time when the employee becomes eligible to receive Long Term Disability payments. Such compensation will be paid according to the following schedule:

Completed Years of Employment with the City	Percentage of Salary to be Paid
0-5 years	25%
6-10 years	50%
11-15 years	75%
16+ years	100%

Such payments will cease six (6) months after commencement of payment. Payments will also cease if for any reason the employee is no longer employed by the City. Payment shall be diminished by funds received by the employee from any other source related to the City or work-related benefits. Payments will not be increased if an employee moves from one period of employment category in the left-hand column of the above chart to another during the 6-month period.

During this pay continuation period, the employee will not be eligible for merit raises, promotions, or other benefits including vacation and sick leave accrual. Health care insurance (including medical, dental, and vision insurance), long term disability, and life insurance provided by the City would also be continued until the employment relationship has terminated. The employee will continue to be responsible for any dependent or additional insurance coverages.

4.3.4 Sick Leave Pool

The City of Schertz has established a sick leave pool to provide a source of additional paid sick leave for employees who have exhausted all available leave time, to include compensatory time, awarded time off, sick leave and vacation leave. Sick leave pool benefits are made available through voluntary donations of sick leave hours from current and retiring employees.

This policy applies to all full-time and regular part-time employees. Hours from the Sick Leave Pool received by employees prior to effective date of this policy do not count

towards the Maximum Hours Allowed in Rolling 12-Month Period or the Maximum Lifetime Benefit. Employees receiving hours from the Sick Leave Pool upon the effective date will be subject to this policy. Newly-hired employees still in a probationary status are not eligible to receive from the Sick Leave Pool.

Employees who exhaust all leave balances because of an illness, injury, or otherwise qualified condition, suffered by either the employee or a member of the employee's immediate family may apply to the sick leave pool program. Employee must have an approved FMLA claim to be eligible to receive hours from the Sick Leave Pool. FMLA claims must be approved prior to receipt of hours from Sick Leave Pool. Hours from the Sick Leave Pool will only be assigned retroactively up to 60 days from the date of FMLA approval.

Donation. All contributions to the Sick Leave Pool will be voluntary. Upon retirement or separation of the City, employee may designate the number of accrued sick leave hours to be donated to the Sick Leave Pool . Sick leave contributions may not be designated for the use of a particular person. Current employees who wish to donate must maintain a minimum balance of 80 hours in their sick leave bank.

Request for Use of Sick Leave Pool. Employee must submit request to the Human Resources Director or designee using appropriate application form. Employees should apply for a specific amount of sick leave pool hours. The number of sick leave pool hours approved may be less than the number of sick leave pool hours requested.

Sick Leave Pool usage will have a start and end date for each period of use, which will coincide with condition updates and expected return to work status. Assignment of Sick Leave Pool hours may be re-evaluated periodically to determine appropriateness of continued use.

Sick Leave Pool hours may be used for continuous absences only.

Human Resources Director or designee will:

- Make decisions consistent with policies and procedures.
- Process all applications on a first-come, first-served basis. Decisions on applications will be done within five (5) business days after receipt.
- Upon approval of an application, the amount of time to be transferred from the pool to the employee will be determined. Considerations used will include the information contained in the application; the number of applications pending; and the amount of sick leave available in the pool. Human Resources will transfer hours to the employee's sick leave bank.

Maximum Hours Allowed in Rolling 12-Month Period. An eligible full-time employee may not receive more than 320 hours from the sick leave pool in a rolling 12-month period. An eligible part-time employee may not receive more than 160 hours from the sick leave pool in a rolling 12-month period. Fire/EMS employees working 24-hours shifts may not receive more than 480 hours from the sick leave pool in a rolling 12-month period.

Maximum Lifetime Benefit. An eligible full-time employee may not receive more than 640 hours from the sick leave pool as a maximum lifetime benefit. An eligible part-time employee may not receive more than 320 hours from the sick leave pool as a maximum lifetime benefit. Fire/EMS employees working 24-hours shifts may not receive more than 960 hours from the sick leave pool as a maximum lifetime benefit.

Maternity/Paternity. The Sick Leave Pool may be used for the condition of pregnancy, childbirth or bonding, as long as all other all other requirements of this policy are met.

General:

- An employee absent on Sick Leave Pool hours will be treated for all purposes as if the employee were absent on earned sick leave. All City policies and procedures related to permissible uses of sick leave apply to the use of the Sick Leave Pool hours.
- In no case may Sick Leave Pool hours be used in conjunction with a Worker's Compensation Claim.
- Sick Leave Pool hours may be used in conjunction with employee disability benefits from the group insurance program.
- The estate of a deceased employee is not entitled to payment for unused sick leave acquired by that employee from the Sick Leave Pool or previously donated to the pool.
- Sick Leave Pool is a temporary discretionary process that MAY be extended to an employee if all conditions above are met. It is not a benefit of employment. Decisions to allocate pool resources to eligible employees will be equitable, consistent, and without regard to employee classification or any other legally impermissible reason.
- The City has the right to rescind the offer of Sick Leave Pool usage for any reason at any time, but particularly when abuse is suspected, or when there is no prognosis of return to work.

4.3.5 Family and Medical Leave

Eligibility. Under current Federal law (the Family and Medical Leave Act (the “FMLA”)), to be eligible for family and medical leave benefits, an employee must work for a covered entity, meaning an employer with fifty (50) or more employees within a seventy-five (75) mile radius. Additionally, in order to be eligible an employee also must have worked for the City for (i) a total of twelve (12) months and (ii) at least 1,250 hours in the immediately preceding twelve (12) complete months. Initial determination of FMLA eligibility will be made by Human Resources, with a final determination made by the City Manager if needed.

Married employee couples may be restricted to a combined total of twelve (12) weeks leave within any twelve (12) month period for childbirth, adoption, or placement of a foster child; or to care for a parent with a serious health condition.

Qualifying Events. Eligible employees are entitled to take up to 12 workweeks of FMLA leave in a rolling 12-month period for any of the reasons listed below:

- The birth of a child and to bond with the newborn child within one year of birth.
- The placement with the employee of a child for adoption or foster care and to bond with the newly placed child within one year of placement.
- A serious health condition that makes the employee unable to perform the functions of their job.
- To care for the employee’s spouse, son, daughter, or parent who has a serious health condition.
- Any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a military member on covered active duty.

The rolling twelve (12) month period is measured backward from the date the employee uses any FMLA leave.

An eligible employee may also take up to 26 workweeks of FMLA leave in a single 12-month period:

- To care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember (military caregiver leave).

During the 12-month period in which the employee uses FMLA leave to care for a covered service member, he or she is entitled to a maximum of 26 weeks of leave. The 26 weeks include up to a maximum of 12 weeks of leave taken for reasons other than caring for a covered service member.

Requests for FMLA. Eligible employees should submit requests for FMLA to Human Resources in advance of foreseeable events and as soon as possible for unforeseeable events.

Employees requesting FMLA leave will be required to submit medical certification confirming the need for leave (continuous or intermittent) and the estimated time required. Periodic recertifications also may be required, as well as periodic reports regarding the employee's status and intent to return to work. Any changes in this information should be promptly reported to Human Resources. Failure to provide the required certification may result in a delay in the start or continuation of FMLA leave or may mean that the absence is not covered by the FMLA.

Time Reporting while on FMLA. Employees will be required to substitute any accrued leave before taking unpaid FMLA leave. If an employee goes into an unpaid status, they will continue to be responsible for any dependent or additional insurance coverages. If an employee is off work the entire week in which a holiday falls, the holiday does count against FMLA entitlement (hours used), but the employee will still receive holiday pay according to policy (as long as the employee was in a paid status the day before the holiday).

Employees receiving short-term disability income while out on FMLA leave may not be required to use accrued leave concurrently, but they will continue to be responsible for any dependent or additional insurance coverages.

Intermittent FMLA Leave. Under certain circumstances, eligible employees may be able to take leave on an intermittent basis. Medical certification for the need for intermittent leave will be required, as well as, the frequency and duration of the intermittent leave.

Benefits While on FMLA Leave. Subject to the terms, conditions, and limitations of the applicable plans, the City will continue to provide health insurance benefits for the full period of the approved FMLA leave whenever such insurance was provided before the leave was taken and on the same terms, conditions and contribution levels as if the employee had continued to work. If the employee fails to return to work upon expiration of the leave, the employee may be required to repay the premiums that the City paid for maintaining coverage if the employee failed to return for reasons other than a serious health condition of the employee or family member or other circumstances beyond the control of the employee. If an employee goes into an unpaid status while out on FMLA, leave accruals and TMRS contributions will cease until the employee returns to a paid status.

Return to Work. Medical certification will be required to document an employee's release to return to work full duty. At the discretion of the City, an employee may be required to submit to a Human Performance Evaluation (HPE) to further document the ability to meet the physical requirements of the job upon return to work. For all FMLA qualifying events for which an employee was absent for a continuous period of four (4) weeks or longer, the employee will be required to submit to an HPE prior to returning to work. This applies to operational and/or manual labor positions. When FMLA leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to return to work on the agreed-upon return date, and does not report to work or communicate with their supervisor for a period of 3 consecutive days immediately following, the City will assume that the employee has abandoned their job and may terminate employment in accordance with the City's policies.

Outside Activities while on FMLA. While on leave, employees are expected not to engage in acts which are inconsistent with the employee's professed need for leave or medical restrictions. This may include, but is not limited to, employment other than by the City. Engaging in acts which are inconsistent with the professed need for leave or the medical restrictions of an employee may subject the employee to disciplinary action up to and including termination.

4.3.5.1 Workplace Milk Expression for Breastfeeding Employees.

The City shall make reasonable accommodations for the needs of a breastfeeding employee. It is the policy of the City of Schertz to comply with all state and federal laws as they relate to workplace breastfeeding or breast milk expression. The City will not suspend or terminate the employment of, or otherwise discriminate against, an employee because the employee has asserted the employee's rights under this chapter.

Accommodations. The City will provide accessible, adequate and private facilities other than a bathroom, for the employee's breastfeeding-related needs. Each designated space will be shielded from view and free from intrusions from other employees and the public. The facility shall be equipped with suitable lighting and electricity if necessary for pumping apparatus. The space will be determined on a case-by-case basis in consultation with the employee and department.

Break Time. The City will provide a reasonable amount of break time for an employee to express breast milk each time the employee has need to express the milk.

Storage. The City will provide suitable facilities such as a refrigerator for milk storage during the employee's daily work period. If a City refrigerator is utilized, the employee's bottles or containers should be clearly labeled with the employee's name. Storage in a City refrigerator is limited to no longer than the end of the business day when it is expressed. Should employer-provided facilities not be available, an employee may store milk in her own personal cooler.

Employee Responsibilities. It is the employee's responsibility to develop their own lactation schedule and to arrange their lactation schedule with their department. It is the employee's responsibility to make their supervisor aware of changes to their lactation schedule.

Department Responsibilities. Departments must allow the employee to follow their lactation schedule and be flexible if there are changes to the schedule based on individual needs. Departments will ensure confidentiality on a need-to-know basis of all information disclosed by the employee and/or Human Resources related to an employee's breastfeeding or milk expression situation.

4.3.6 On-The-Job Injury Leave/Pay

In the event an employee is injured on the job, they must report that injury to their supervisor immediately. In the case of a major injury in which the employee is physically unable to contact their supervisor, the injury must be reported no later than the start of the next workday regardless of whether or not the employee is scheduled to work. For purposes of this policy, failure on the part of the employee to report such injury within these guidelines constitutes an agreement by the employee and an assumption by the City that the injury did not occur on the job; therefore, the employee will not be eligible for any benefits described under this Section. Witnessing employees should report the injury to supervisory personnel.

The employee, upon learning the nature and condition of the injury, must report the anticipated length of the absence to their immediate supervisor. Regular full-time employees who sustain an on-the-job or line-of-duty injury will be entitled to full salary continuation, exclusive of unscheduled overtime, for the duration of their incapacity, not to exceed sixty (60) calendar days, or at the discretion of the City Manager for a longer

period until the employee attains maximum medical improvement. Full salary continuation is an employee's current bi-weekly net take-home pay rate less worker's compensation benefits. If, at the end of such period of leave, the employee cannot return to work, the employee may elect to apply sick leave and vacation leave until exhausted, less any worker's compensation benefits.

After all accrued benefits have been exhausted, the employee will receive only worker's compensation benefits as authorized by State law. At such a time that the employee is only receiving temporary income benefits as part of an open workers compensation claim, and not receiving any compensation from the City, the employee will not be eligible for merit raises, promotions, or other benefits including vacation and sick leave accrual. The employee will continue to be responsible for any dependent or additional insurance coverages.

Injury Leave - Time Worked. Afforded to cover employee time while at a doctor appointment for a work-related injury

Injury Leave – Time Not Worked. Afforded to cover employee who is unable to return to work per doctor's orders.

Supervisors have certain responsibilities regarding accidents and injuries:

- It is the responsibility of the respective Department Head or designee to verify all employee absences for worker's compensation related purposes.
- Upon learning of injury, supervisors will thoroughly investigate the accident/injury and forward a report to the City's Risk Management office, and the Human Resources Department where appropriate
- Supervisors must report injury-related lost time on timesheets and to the City's Risk Management Office.

Prior to an employee returning to full duty, the City must receive a Work Status Report indicating the employee's fitness to return to duty and to perform the essential job functions with or without reasonable accommodation, stipulating the type of duty permitted and any requested accommodations, and the date of the employee's release from medical care.

If the return to duty restrictions are with reduced hours, and the employee has returned to work following an on-the-job injury, the employee will not be charged vacation or sick leave, providing workers compensation has supplemented the additional injury leave and/or hours. Upon returning to work, pursuant to a medical doctor's release, any non-work hours paid by workers compensation will not be charged vacation/sick leave. Once

released by the doctor, the employee may be charged vacation/sick leave should the employee not report to work.

For Example:

- Employee is released by doctor to work 12 hours
- 28 hours compensated by workers compensation

If the employee is out 4 hours (of the 12) due to illness, it will be charged as sick leave.

At the discretion of the City Manager, an employee on light duty who turns in the endorsed workers compensation check to the Finance Department may have continuation pay for the remaining hours not worked during the week until such time that the employee reaches maximum medical improvement.

An employee forfeits continued On-the-Job Injury Pay if they:

- are found to be working for pay at any job not approved by the Department Head and Human Resources Department and not specifically recommended by the employee's treating physician;
- resign for any reason while receiving On-the-Job Injury Pay;
- are discharged for any reason while receiving On-the-Job Injury Pay;
- consistently fail or refuse to comply with or follow or consistently disregard or violate the treating physician's instructions regarding treatment of their injury;, to include attending follow up medical appointments;
- retire while receiving On-the-Job Injury Pay;
- refuse to perform light, or part-time duty when offered by their Department Head and authorized by the treating physician;
- refuse to accept or perform a different job with the City when offered as a reasonable accommodation, and that is within their capacity and for which they are qualified or will be trained;
- falsify or misrepresent their physical condition or capacity while receiving On-the-Job Injury pay;
- refuse or fail to return to regular duty on the working day after the treating physician has released them to regular duty;
- fail to contact their immediate supervisor on a weekly basis and notify them of their condition and expected return to work date; or
- are injured as a result of their own personal negligence in the observance of safety rules as determined by the employee's Department, Risk Management or the Human Resources Department.

4.3.7 Light Duty

When an employee is not able to return to their regular job due to temporary medical restrictions, they may be returned to work early in transitional work, light duty, modified duty, or alternate duty. This may be a temporary change to the employee's regular job such as modified duties, shorter hours, or work that is entirely different due to physical abilities or limitations or required skills.

When an employee is medically released to duty and the release calls for light duty, Human Resources will work with the employee's department to determine if light duty is available. Light duty may or may not be available based on the following:

- Needs and duties of the department;
- Capabilities of the employee; and
- Expected length of light duty.

Light duty may only be allowed for a period of up to 180 calendar days from the date the employee returns to work. If the employee has still not returned to regular duty without restrictions at the end of the 180 calendar day period of light duty, then a duty assessment will be requested from the employee's treating physician to determine if the employee will be able to perform the essential functions of the job. If the employee is still not able to perform the essential functions of the job at that time, Human Resources will work with the department to attempt to locate another City position for which the employee is qualified. Such position must be authorized and vacant.

When an employee's injury will permanently prevent them from performing the essential functions of their regularly assigned position, Human Resources will work with the department to first ascertain whether or not a reasonable accommodation can be made. If a reasonable accommodation cannot be made, Human Resources will engage the employee in the interactive process and attempt to locate another City position for which the employee is qualified. Such position must be authorized and vacant.

If no positions are available and the individual is physically unable to perform the essential functions of their with or without reasonable accommodation, other actions, up to and including administrative termination, may be required.

4.3.8 Bereavement Leave

All regular full-time and regular part-time employees are eligible for paid bereavement leave from the first day of employment.

For the purposes of this policy, an immediate family member is defined as an employee's spouse (including common-law), child (including foster and step), parents (including current stepparents and current in-laws), siblings (including half, current step, and current in-laws), grandparents, grandchildren, or any other person living in the employee's household.

Employees will receive bereavement leave in accordance with the time they would have normally worked per their individual schedules. For example, if a City employee requests bereavement leave on a day where they are scheduled to work ten (10) hours, the employee would receive ten (10) hours of bereavement leave. Bereavement leave is stand-alone paid leave and shall not be charged to any other forms of leave.

It shall be the policy of the City that, in the event of the death of an employee's immediate family member, the employee shall be entitled to bereavement leave in accordance with the following schedule:

- Employees on 4-hour, 8-hour or 10-hour work days/shifts = 3 work days/shifts of bereavement leave
- Employees on 12-hour work days/shifts = 2 work days/shifts of bereavement leave
- Employees on 24-hour work days/shifts = 1 work day/shift of bereavement leave

The schedule below lists a maximum number of days/shifts that may be approved by the City Manager in the event the funeral of the immediate family member is out of state:

- Employees on 4-hour, 8-hour or 10-hour work days/shifts = 5 work days/shifts of bereavement leave
- Employees on 12-hour work days/shifts = 4 work days/shifts of bereavement leave
- Employees on 24-hour work days/shifts = 2 work day/shifts of bereavement leave

If an employee has two (2) or more immediate family members who pass away due to a single event, the employee may be granted additional bereavement leave on a case-by-case basis upon review and approval by the City Manager.

Appropriate Use of Bereavement Leave. Bereavement leave may be used by an employee in the case of the death of an immediate family member. Bereavement leave

should be used within four (4) weeks of an immediate family member's death but may be extended by the employee's Assistant City Manager in unique circumstances. Bereavement leave must be used in full work day/shift increments but does not have to be used on consecutive work days/shifts. Bereavement leave shall not be accrued or saved like other types of employee leave.

Payment of Bereavement Leave. Payment for bereavement leave is at the employee's regular rate of pay. Paid time off for bereavement leave is not considered time worked within any given workweek or work cycle.

With supervisor approval, time off may also be granted to attend the funerals of friends or other close relatives who are not immediate family members , but the employee shall utilize their available sick leave, comp time, or vacation leave in these instances.

Procedures for Notification. The City requests that employees provide as much notice as possible to their supervisors when requesting bereavement leave.

Documentation. The City reserves the right to request pertinent information when bereavement leave is taken by City employees, including deceased relative's name, the name and address of the funeral home, and the date of the funeral.

Abuses. Any employee abusing the employee bereavement policy through falsification may be subject to disciplinary action up to and including termination.

Memorial Trees. The City will honor deceased active duty and retired employees who have served the City for ten (10) or more years by planting a tree in the City. These trees will be placed in areas of the City in need of trees and will honor those deceased individuals.

4.3.9 Jury Duty

City employees who are called for jury duty will receive full compensation for the time that they are either waiting for possible selection to serve on a jury or serving on a jury for a maximum of two (2) weeks (or a longer period authorized by the City Manager). Payments shall be made at the employee's regular rate and shall not include any special forms of compensation such as bonuses, shift differentials, or incentives. Payments will take into consideration and be net of the amounts a City employee otherwise receives from outside sources as juror pay. Employees are required to provide their supervisor with both the notice or summons reflecting that jury service is required and copies of any checks or receipts reflecting the amount of juror pay received from outside sources. Employees shall report to work on any regularly scheduled workday on which the employee is not required to serve as a juror.

4.3.10 Military Leave

An employee of the City who presents official orders requiring their attendance for a period of training or other active duty as a member of the United States Armed Forces, the Army National Guard, the Air National Guard, the commissioned corps of the Public Health Service, or the Texas State Guard shall be entitled to military leave in accordance with applicable law. Pursuant to state law, military leave with pay shall be provided by the City not to exceed a total of fifteen (15) working days per federal fiscal year for those employees in a reserve component of the armed forces or in the Texas Army National Guard, Texas Air National Guard, or Texas State Guard. Following the expiration of these fifteen days of paid leave, the City will continue paid leave for any such employee for the duration of their military service not to exceed five years, but any such payments shall take into consideration and be net of the amounts a City employee otherwise receives for the military or other covered service. Payments for military leave shall be made at the employee's regular rate and shall not include any special forms of compensation such as bonuses, shift differentials, or incentives. At the time of discharge, the returning service personnel shall be re-employed in their former position or one of equal or greater responsibility, if they comply with all necessary legal requirements.

4.3.11 Maximum Leave of Absence; Concurrent Leave

Subject to applicable law, the total maximum amount of time available under a leave of absence to which an employee may be entitled, regardless of the basis of the leave, is one calendar year. However, employees are not automatically entitled to a one calendar year leave of absence, and such leave will only be approved in accordance with City policies and applicable law. Upon the expiration of an approved one calendar year leave of absence, an individual's employment may be administratively terminated, subject to applicable law.

Unless otherwise notified by the City, any person who desires to return to work with the City after having been administratively terminated is encouraged to reapply to any position for which they are qualified to perform the essential job functions, with or without reasonable accommodation. Due regard will be given to the individual's prior employment with the City.

Subject to applicable law, if an employee takes a leave of absence and such leave of absence could be taken under two or more policies (for instance, sick leave and FMLA leave), such periods of leave shall be applied concurrently to all qualifying leaves of absence.

END OF PART IV

SECTION V

EMPLOYEE RELATIONS

5.1 Harassment Prohibited

In accordance with federal and state law, it is the policy of the City to provide and maintain a work environment that is free of any and all forms of harassment based on race, age, gender, religion, color, disability, or national origin. In addition, the City prohibits discrimination on the basis of sexual orientation or gender identity. The City will not tolerate such harassing behavior at any time or for any reason.

No city employee may engage in conduct at work that involves or could be construed as involving harassment toward any city employee, resident, customer, or visitor on the basis of race, age, gender, religion, color, disability, national origin, sexual orientation, or gender identity.

Employees shall report harassment pursuant to the Reporting Sexual Harassment or Other Types of Harassment policy.

5.2 Sexual Harassment Prohibited

It is against the policies of the City, and illegal under state and federal law, for any employee to sexually harass another employee. The City of Schertz is committed to providing a workplace free from this unlawful conduct. It is a violation of this policy for an employee to engage in sexual harassment.

Sexual harassment includes sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature. This may include when:

- a. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
- b. submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting that person, or
- c. such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile, or offensive work environment.

Conduct prohibited by this policy includes sexual harassment which occurs in work-related settings outside of the workplace, such as business trips, business meetings and business related social events as well as off-duty conduct which falls within the above definition and affects the work environment.

Examples of sexual harassment include, but are not limited to the following, when such acts or behavior come within one of the above definitions:

- a. either explicitly or implicitly conditioning any term of employment (e.g. continued employment, wages, evaluation, advancement, assigned duties or shifts) on the provision of sexual favors;
- b. touching or grabbing a sexual part of an employee's body;
- c. touching or grabbing any part of an employee's body after that person has indicated, or it is known, that such physical contact was unwelcome;
- d. continuing to ask an employee to socialize on or off-duty when that person has indicated he/she is not interested;
- e. displaying or transmitting sexually suggestive pictures, objects, cartoons, or posters;
- f. continuing to write sexually suggestive notes or letters;
- g. referring to or calling a person a sexualized name;
- h. regularly telling sexual jokes or using sexually vulgar or explicit language in the presence of a person;
- i. retaliation of any kind for having filed or supported a complaint of sexual harassment (e.g. ostracizing the person, pressuring the person to drop or not support the complaint, adversely altering that person's duties or work environment, etc.);
- j. derogatory or provoking remarks about or relating to an employee's sex or sexual orientation;
- k. harassing acts or behavior directed against a person on the basis of their sex or sexual orientation;

Employees shall report harassment pursuant to the Reporting Sexual Harassment or Other Types of Harassment policy.

5.3 Reporting Sexual Harassment or Other Types of Harassment

In the event the City receives a complaint of sexual harassment or other type of harassment, or otherwise has reason to believe that sexual harassment or other type of harassment is occurring, it will take all necessary steps to ensure that the matter is promptly investigated and addressed. The employer is committed, and required by law,

to take action if it learns of potential sexual harassment or other type of harassment, even if the aggrieved employee does not wish to formally file a complaint.

Any employee who believes that she or he has been the target of sexual harassment or other type of harassment, or who believes she or he has been subjected to retaliation for having brought or supported a complaint of sexual harassment or other type of harassment, is encouraged, but not required, to directly inform the offending person or persons that such conduct is offensive and must stop.

Additionally, the employee shall report such conduct to two responsible positions at the City as follows:

- a. the employee shall immediately notify their immediate supervisor and Human Resources; or
- b. if the employee's immediate supervisor is the source of the alleged harassment, if the supervisor is unavailable, or if the employee believes it would be inappropriate to contact that person, the employee shall immediately report the problem to their Assistant City Manager and Human Resources; or
- c. if the issue would be inappropriate to report to one or the other of those two positions, then the employee shall report to the City Manager and either the Assistant City Manager or Human Resources, whichever of the two is appropriate.

Every supervisor is responsible for promptly reporting and/or responding to, any complaint or suspected acts of sexual or other harassment. Supervisors shall not disregard any complaint of sexual or other harassment. As soon as an employee reports an incident to the supervisor, the supervisor is responsible for reporting it to Human Resources (even if the employee does not want you to say or do anything about it).

- a. Any employee who is told by a co-worker that the co-worker has been the target of sexual harassment, other type of harassment or retaliation is highly encouraged to report this information to their supervisor, Assistant City Manager, Human Resources and/or the City Manager immediately.

Human Resources shall investigate all allegations of sexual harassment or other types of harassment by following this basic plan:

- a. Develop an approved investigation plan (in consultation with the City Attorney, where appropriate).
- b. Get written statements from both sides. The person accused of sexual harassment or other types of harassment will be advised of the allegations and given the chance to respond.
- c. Keep records of the investigation. Documentation must be kept of all phases of the investigation, including the initial complaint, interviews which may be recorded and other documentation including any disciplinary action that may be taken.
- d. Attempt to resolve the complaint. All attempts to resolve the complaint will follow appropriate City policies.
- e. Maintain confidentiality and privacy to the extent possible. All aspects of the investigation are confidential. Once the supervisor has contacted Human Resources, any discussion regarding this issue should be limited to those directly involved in the investigation.

No employee will be subject to any form of retaliation or discipline for reporting a sexual or other harassment complaint.

To emphasize the importance of this policy and ensure every employee's understanding, the City requires each employee to sign a statement acknowledging receipt and understanding of this policy. The signed acknowledgement is kept in the employee's personnel file.

5.4 Disagreement Procedures

It is the policy of the City to prevent the occurrence of complaints or disagreements regarding work assignments or treatment by an employee's supervisor whenever possible and to deal promptly with those complaints or disagreements that do arise. An employee with a problem or concern should discuss the matter with their immediate supervisor and attempt to come to an understanding. If the immediate supervisor cannot settle the complaint or disagreement to the employee's or supervisor's satisfaction, the employee's Department Head will attempt to settle the complaint or disagreement. If the problem cannot be settled at the Department level, the complaint or disagreement will be presented to the Assistant City Manager and/or Human Resources. The Assistant City

Manager and/or Human Resources will consider, and, if necessary, investigate the circumstances of the complaint or disagreement. In consultation with Human Resources, the Assistant City Manager will make a decision and notify the Department head and the employee of their decision as soon as practical. The decision of the Assistant City Manager will be final.

5.5 Performance Management

Performance management ensures constructive communication between employees and supervisors in the interest of productivity, quality, and fairness. The supervisor of an employee must specifically document in quantitative and qualitative terms whether or not, and to what degree, performance standards have been met.

Performance evaluations establish a performance history with the organization and are used to help supervisors make decisions regarding performance standards, promotions, transfers, and merit increases. Performance evaluations also provide management with a tool for assessing individual and organizational productivity. All performance evaluations are maintained by the Human Resources Department.

Performance management processes are critical because employees need to know areas in which they are having success as well as areas in which improvement is necessary to meet performance standards, expectations, and goals.

Performance for regular full-time, regular part-time and irregular part-time employees will be evaluated at least once per year. Annual performance evaluations shall serve as the basis for any performance-based salary increases depending on the annual budget and merit goals. Temporary, seasonal, or contract employees, including interns, are not eligible to receive evaluations or merit increases.

Performance Management Process. The performance management process is used to set expectations, set goals, document performance, provide periodic feedback on performance, and to identify areas where improvement is needed.

The performance management cycle includes the following activities:

1. In conjunction with each annual performance evaluation, supervisors and employees should discuss Key Performance Indicators, competencies, performance standards, goals, expectations, and employment training and development needs for the following Evaluation Period. These performance standards and expectations will provide a method of measuring job behaviors. Through the performance management process, goals can be set for acquiring new skills, improving and/or correcting current employee performance, and for

acquiring new knowledge and skills to make career changes. Employee goals and expectations should be consistent with the City's vision, mission, goals, and core values.

2. New employees and employees who have been promoted, transferred, or demoted shall be evaluated as outlined in the Probation Policy.
3. During the Evaluation Period, the City encourages each supervisor and employee to have periodic discussions to review and document the employee's progress toward achieving performance standards and meeting expectations.

The performance evaluation provides documentation of an employee's achievements toward meeting performance standards and expectations related to KPI's. It is the responsibility of the evaluating supervisor to provide clear and specific feedback to their subordinate employees. All scores in the evaluation process shall have specific, written explanations. In the performance evaluation with employees, the supervisor should be able to expound and give specific examples and feedback as to why they are giving a particular score to any KPI in the evaluation.

Types of Performance Evaluations

Employee Self-Assessment

Prior to the annual performance evaluation, each employee is given an opportunity to assess their own performance and achievement during the Evaluation Period, and to identify developmental needs. The employee's comments provide information that may be relevant to the reviewing supervisor. The employee's input also provides the basis for discussion between the supervisor and employee regarding future expectations, training, and career development opportunities.

Annual Performance Evaluations

An annual performance evaluation is held to review and discuss the supervisor's evaluation and the employee's self-assessment, and can be used in the award of merit pay. The evaluation provides an opportunity for the supervisor and employee to review the employee's performance and to make adjustments for the future as appropriate. The performance evaluation relates to the performance of the employee for that Evaluation Period.

Department Heads are responsible for ensuring consistency of ratings within their department. Evaluating supervisors should collaborate with the next level supervisor(s) prior to submitting the evaluations to the Department Head for approval.

Probationary Evaluations for New Employees and Employees Promoted, Transferred, and Demoted. New employees and employees who have been promoted, transferred, or demoted shall be evaluated as outlined in the Probation Policy.

Eligibility for Merit Increase. Annual performance evaluations will serve as the basis for merit increases; though merit increases are not guaranteed or automatic and there should not be any expectation for an annual merit increase. Any wage or salary increase will be dependent on City Council approval of the City's annual budget.

An employee will not be eligible for a merit increase if that employee received an increase in pay due to a promotion on/after July 1st of the performance period through the conclusion of the evaluation process and merit payout. Employees who receive an increase in pay due to a cost of living adjustment (COLA), a market adjustment, or other wage scale adjustment shall maintain their eligibility for the subsequent annual performance merit.

Employees who have left their employment and have not received their annual performance evaluation before annual merit increases are issued should not have any expectation of receiving a merit increase.

Review of Evaluations. All annual performance evaluations shall be reviewed by at least two (2) reviewers. Departments that have only one reporting step shall be required to have their respective Assistant City Manager review the employee evaluations for that department. At the discretion of the City Manager, for their direct reports, Human Resources may also provide review of the employee's evaluations.

Department Heads have final approval for all evaluations in their respective departments and have the authority to request reviewing supervisors to make changes to employee evaluations for any reason.

Employee Appeal of Evaluation. If the employee cannot understand the rationale behind the scoring or does not agree with their evaluation, the employee may appeal the results of such evaluation.

The purpose of an evaluation appeal is to record the employee's disagreement with the supervisor's evaluation of their performance. If an employee does not agree with the supervisor's assessment of their performance, the employee must state that they do not agree with their evaluation. The employee shall then have the opportunity to issue a written statement, expressing in detail the reason for disagreement with the evaluation. In this case, the evaluation will be returned to the Department Head, who will begin a

mediation process between the employee and the employee's line of supervision, including the employee's direct supervisor. At the conclusion of the mediation, the Department Head will decide whether or not edits are to be made to the evaluation. The evaluation will then be resubmitted to the employee for review, with or without changes. In cases where an employee appeal is sustained, they will receive a revised annual performance evaluation and, if applicable, back pay for any lost wages relating to a merit increase due to the revised annual performance evaluation. In cases where the employee does not agree with the evaluation after the Department Head review, the evaluation will be reviewed by the HR Department, the respective Department Head and the respective Assistant City Manager. The outcome of this review is final and will be sent to the employee. Employees can submit comments and/or exceptions to their final evaluation review.

With regard to employees who report directly to the City Manager, such employees may appeal to the Human Resources Director. The employee shall provide a written statement, expressing in detail the reason for disagreement with the evaluation, to the Human Resources Director, who will begin a mediation process between the employee and the City Manager. At the conclusion of the mediation, the Human Resources Director and the City Manager will decide whether or not edits are to be made to the evaluation. The evaluation will then be resubmitted to the employee for review, with or without changes. The outcome of this review is final. Employees can submit comments and/or exceptions to their final evaluation review. In cases where an employee appeal is sustained, they will receive a revised annual performance evaluation and, if applicable, back pay for any lost wages relating to a merit increase due to the revised annual performance evaluation.

With regard to employees who report directly to the Human Resources Director, such employees may appeal to the Assistant City Manager. The employee shall provide a written statement, expressing in detail the reason for disagreement with the evaluation, to the Assistant City Manager, who will begin a mediation process between the employee and the Human Resources Director. At the conclusion of the mediation, the Human Resources Director and the Assistant City Manager will decide whether or not edits are to be made to the evaluation. The evaluation will then be resubmitted to the employee for review, with or without changes. The outcome of this review is final. Employees can submit comments and/or exceptions to their final evaluation review. In cases where an employee appeal is sustained, they will receive a revised annual performance evaluation and, if applicable, back pay for any lost wages relating to a merit increase due to the revised annual performance evaluation.

Tracking and Record Keeping. Employee performance evaluations are maintained in the personnel files in Human Resources.

Distribution of copies. Upon finalization of an employee evaluation, it will be distributed as follows:

- copy to Human Resources;
- copy to employee

Unless otherwise provided by State law, access to an employee's performance evaluations is limited to:

- the employee;
- Human Resources staff;
- Legal staff;
- a designated representative of the employee;
- supervisors in the employee's line of supervision or;
- an organizational hiring authority who is considering the employee's record in relation to an actual job posting

Retention. Employee personnel files are maintained in accordance with State laws and regulations.

5.6 Progressive Discipline and Disciplinary Appeals Process

The purpose of this Progressive Discipline and Disciplinary Appeals Policy is to outline the City's disciplinary system and expectations so employees are able to perform their job duties in a safe, efficient, and productive manner. Supervisors, Department Heads, and City Management are responsible for outlining the goals and job performance standards for each employee per the employee handbook. Each employee is responsible for meeting these standards in an efficient manner.

Adverse disciplinary action is defined as any disciplinary action affecting an employee's job status, not including written warnings.

At-Will Employment. The State of Texas is an "At-Will" employment state. At-will means that an employer can terminate an employee at any time, for any reason, with or without notice or cause as long as the reason is not illegal. Therefore, this policy does not provide nor guarantee an employee any rights that would affect their "At-Will" employment status. Although a progressive disciplinary system is preferred, where appropriate, a single action or inaction may result in disciplinary action up to or including termination of employment. Supervisors, Department Heads, and City Management shall administer

discipline in a fair and equitable manner throughout the city without regard to race, color, religion, sex, national origin, age, disability, or any other legally protected status.

Criteria for Application of Formal Types of Discipline. The objective of the progressive discipline policy is to provide fair, consistent, concise, and efficient procedures for the use of disciplinary action against an employee and any subsequent appeals that may be pursued. The following criteria may be considered in determining the appropriate disciplinary action to be taken:

- Severity and type of offense(s);
- Impact of the offense(s) on the team and/or individuals;
- An employee's previous work record;
- Period of time since most recent disciplinary action; and
- Precedent of action on similar offense(s);

Supervisor/Department Head Obligations. Supervisors/Department Heads are obligated to create an atmosphere conducive to motivating their staff through communication, counseling, encouragement, respect, training/development, positive feedback, accountability, and one-on-one mentoring. Supervisors/Department Heads are also obligated to provide the tools, equipment, and resources necessary for staff to conduct their jobs safely and efficiently.

Therefore, Supervisors/Department Heads should exercise their due diligence to ensure the growth and development of their staff and to apply disciplinary action after employee counseling and/or education has failed.

Types of Discipline. As used in this handbook, the term "disciplinary action" may include a wide range of possible actions, up to and including termination of employment. As a general matter, disciplinary actions shall be progressive, but circumstances may indicate that decisive actions be taken immediately.

Although the list is non-inclusive, an employee may be subject to disciplinary action, up to and including termination, for any of the following reasons:

- incompetence or inefficiency;
- conduct unbecoming an employee of the City;
- accepting bribes relating to City business;
- insubordination or any violation of any official order or regulation;
- indictment for or conviction of, plea of nolo contendere to, or receipt of deferred adjudication for, a felony;
- unauthorized use of or theft of city equipment or property;
- inappropriate or excessive horseplay on the job;

- gambling during work hours or on City property;
- negligent or willful damage or waste of private or public property;
- habitual tardiness, unexcused or excessive absence;
- use of alcoholic beverages or illegal drugs while on duty;
- interpersonal conflict or negative behavior;
- violation of any policy set forth in this handbook;
- serious misconduct

Consistent with the above criteria, Supervisors, Department Heads, Assistant City Managers, or the City Manager may take any appropriate disciplinary action including, but not limited to:

- Written Warning;
- Written Reprimand;
- Probation and Performance Improvement Plan (PIP);
- Administrative Leave;
- Suspension;
- Demotion; or
- Termination;

Department Supervisors or Department Heads may change the order of the above disciplinary steps, or may choose not to use any step, depending on the circumstances under review. Department Heads may also continue progressive discipline when appropriate.

Department Supervisors shall consult with their Department Head before issuing any adverse disciplinary action against an employee. Likewise, Department Heads shall consult with the Human Resources Department prior to any adverse disciplinary action against an employee.

Written Warning. A written warning is used for the first infraction of a minor policy or procedural violation. A written warning will be documented on the City's Discipline form and kept in the employee's personnel record for a period not to exceed twelve [12] months unless the employee receives additional disciplinary action during the twelve [12] month period. This warning should include additional counseling, training, feedback, instruction, and/or direction. The employee may attach a written rebuttal. A copy of the warning shall be given to the employee at their request.

Written Reprimand. This action is normally administered for two [2] or more minor infractions or the first time that an infraction of a more serious magnitude occurs. The written document shall describe the deficiency or infraction involved, review any

information concerning previous verbal counseling's, outline the behavior that is expected in the future, and state the likely consequences for further unsatisfactory performance or conduct. A written reprimand will be documented on the City's Discipline Form and kept in the employee's personnel record. The employee may attach a written rebuttal. Written reprimands are not eligible for deferment and should not be kept by the supervisor or the department for any reason. A copy of the reprimand shall be given to the employee at their request.

Nothing in a written reprimand shall be viewed as altering the City's At-Will status or as creating a contract of employment, express or implied, or as a guarantee of employment for a specific duration.

Probation and Performance Improvement Plans. Chronic performance or behavioral issues may result in an employee being placed on probation. All employees placed on probation will receive a Performance Improvement Plan (PIP). The PIP should identify deficiencies in behavior and/or performance, provide a methodology for improvement, and establish a timetable in which performance must be improved. The minimum period for a PIP is thirty (30) calendar days but may be longer depending on the circumstances of the probation. With the assistance of HR, the immediate supervisor will set the terms and conditions of the PIP, including the length of the probationary period.

An employee may also be placed on a PIP in the following situations:

- If an employee does not meet expectations at the end of their evaluation period(s); or
- If the employee is not meeting the performance standards for a particular task at any time during the evaluation period, the supervisor has the option of placing the employee on a PIP. Supervisors must apply the same practice to all similarly situated employees.

The original PIP remains with the supervisor until the completion of the PIP period and a copy is given to the employee. A copy of the plan must be attached to the appraisal document that is submitted to Human Resources. At appropriate progress check points during the PIP period, the supervisor and employee shall meet to discuss the employee's progress, training needs, performance standards and expectations, and future action items. The supervisor must document the employee's progress and a copy shall be kept with the PIP document.

If an employee fails to meet the terms of the PIP at any time during the probationary period, the employee may face disciplinary action up to and including termination. If an employee fails to maintain performance standards once the probation has concluded, an

additional opportunity for an employee to improve performance through a PIP may not necessarily be repeated. Disciplinary action up to and including termination may result without an additional PIP.

If an employee's performance has not improved at the conclusion of the PIP, the supervisor may determine that additional time is warranted to achieve the objectives, or that performance is such that further disciplinary action is necessary.

Administrative Leave. Use of paid administrative leave is restricted to instances in which the presence of the employee will impede an investigation or adversely affect safety, security, or normal business functions in the workplace. If a supervisor determines paid Administrative Leave might be necessary, approval from Human Resources and the appropriate Assistant City Manager is required. The supervisor will inform the employee that they are being placed on administrative leave pending further notice. The employee will follow all instructions provided by the supervisor in regard to regularly checking with the supervisor and remaining available as required. The employee shall turn in all keys and equipment and shall not act in any official capacity for the city while they are on Administrative Leave. The employee should remain available for the City to contact and provide further instructions pertaining to returning to work or completing an investigation. Administrative Leave is a result of an investigation, recommended action resulting from the investigation must be approved by the Department Head, Assistant City Manager and the Human Resources Department.

Demotion. A demotion is a change in duty assignment of an employee to a position in a lower pay grade. A reduction in pay may occur with a demotion. Demotions may be made for the following purposes:

- A voluntary assumption of a less responsible position;
- A reasonable accommodation for an employee with a disability;
- As a result of a reclassification of the employee's position;
- As a disciplinary measure because of unsatisfactory performance in a higher position; or
- Budgetary constraints

Voluntary Demotions. The City will attempt to transfer employees wishing to demote to their previous position or a position in a lower pay grade when the transfer does not adversely affect the City's interests or the interests of other employees and the employee is qualified for the position. The following terms shall govern voluntary demotions:

- a. If the employee is not satisfied in their new position during the first ninety (90) days of the probationary period, the employee may request a transfer back to the former position or a position in a lower pay grade, provided the employee's

former position or position in question is vacant and the affected Department Head and Human Resources approve the transfer.

- b. Should the employee fail to successfully complete their probationary period and their former position or position in question is no longer vacant, the employee may be separated from the City employment.

Suspension. Suspension may be applied in cases of damage or losses of City property, gross negligence in the administration of the job being performed, or last course of discipline prior to termination. A suspension results in time off without pay for one work day/shift or longer. An employee may be suspended without pay for a period of not less than one (1) work day/shift and not more than thirty (30) calendar days.

Termination. Termination is the conclusion of employment with the City. Such action is usually reserved for a most severe violation of a rule, regulation, policy, procedure or law; for continued occurrences of minor offenses; or for failing to correct behavior that has resulted in previous disciplinary action. The City reserves the right to proceed with termination without first pursuing progressive discipline.

Removal from the Workplace. When issues of serious misconduct that warrant immediate removal from the workplace arise, the employee is required to leave City property immediately. The employee shall surrender all keys, equipment, tools, and any other property belonging to the city.

Serious Misconduct. Serious Misconduct, defined as conduct that has a substantial negative impact on the organization, public or individual employee, may be grounds for immediate removal from the workplace and/or termination of employment. Any conduct which could have an adverse effect on the City, on the confidence of the public in the integrity of the City government, or on the relationship of the employee and other employees will be considered serious misconduct. Examples of serious misconduct subject to removal from the workplace or termination of employment include, but are not limited to:

- Conviction of a felony or theft, or other crime involving moral depravity
- Careless destruction of public or private property
- Lying to a supervisor
- Falsification of employment applications or work records
- Being under the influence of, consumption of, or possession of un-prescribed drugs, alcohol, or contraband while on the job or while operating a City vehicle
- Failure to pass a drug screening examination or refusal to submit to a drug screening when requested

- Unauthorized possession of weapons or contraband while on City premises (not including any public or private driveway, street, sidewalk or walkway, parking lot, parking garage, or other parking area), in city vehicles or while on City business except for authorized police personnel
- Assault, threat of assault, or fighting on City property
- Violation of the City's Harassment and Sexual Harassment Policy
- Violation of the City's Civility Policy
- Insubordination
- Sabotage of City property
- Making terroristic threats
- Knowingly violating safety rules and standards
- Failure to cooperate in an investigation when directed to do so
- Using an official position, uniform, or identification card for personal benefit
- Failure to report for work or call in for three (3) consecutive days
- Failure to report any on-the-job accident or any accident involving City property

Documentation. Supervisors/Department Heads are strongly urged to document performance and/or behavioral problems demonstrated by their staff members for the sake of providing effective and specific coaching, counseling, training, feedback, and resources to staff on a regular basis. When necessary, documentation can also assist supervisors/Department Heads in effectively disciplining staff using the appropriate forms provided by the HR Department.

Final Disciplinary Decisions. When demotion, suspension, or termination of an employee is recommended, the Department Head or their designee will take the following steps:

- Before a Department Head makes a final decision on any disciplinary action involving demotion, suspension, or termination, they shall hold a disciplinary conference with the affected employee. At the meeting, the employee may respond with relevant facts that might impact proposed disciplinary action.
- The Department Head shall consult with Human Resources or designee and the appropriate Assistant City Manager before taking adverse action against an employee resulting in demotion, suspension, or termination. The Human Resources Director or designee must approve any adverse action before it can be implemented.
- If a Department Head's decision results in demotion, suspension, or termination of an employee, the appropriate Assistant City Manager shall inform the City Manager of the decision.
- Once a decision is made, the Department Head will notify the employee in writing of the decision. The written decision will indicate the following:

- The disciplinary action (if any) to be taken and the effective date of the action.
- An explanation of why the discipline is being implemented, such as policy violation.
- If the action is suspension or demotion, the written decision must contain the conduct or behavior resulting in discipline and a statement indicating such act(s) must not be repeated. The written decision should also indicate what further action will result if the employee fails to show and maintain satisfactory improvement.
- If the action is termination, the Department Head or designee will deliver the termination notification directly to the employee with an HR representative present.
- A copy of the written decision will be given to the employee. The decision will become a permanent part of the disciplinary record and will be maintained in the employee's personnel file in the Human Resources Department.

While Department Heads are encouraged to follow the above steps, failure to follow these steps will not negate disciplinary action. An employee may be terminated at any time with or without cause and/or notice. The above procedures are discretionary and do not apply to new employees during their initial probationary period or to seasonal or temporary employees.

Disciplinary Appeals Process

Appeal to City Manager

Regular full-time or part-time employees, who are suspended for more than three (3) work days, demoted, or terminated may appeal the disciplinary action taken in accordance with the following rules. The disciplinary appeals process is used at the discretion of the City Manager or their appointed representative, and in no way negates the "At-Will" status of any City employee.

Appeal Requests

An employee, who has received a suspension, demotion, or termination, has five (5) business days from receipt of notice of such action to submit a request for appeal. All appeals must be submitted in writing to the Human Resources Department. All written appeals must state the grounds for appeal. Written appeals may, at the request of the employee, request a face-to-face appeal hearing with the City Manager and a representative from Human Resources. The Human Resources Department, upon review

by the City Manager or their appointed representative, will schedule all formal appeal hearings.

Decision of the City Manager

Upon completion of any necessary investigation and appeal review, the City Manager or their appointed representative will submit a written decision to the Human Resources Department within five (5) business days of the completed investigation and formal hearing. The Human Resources Department will notify the employee, the Department Head, and the appropriate Assistant City Manager of the decision. The decision of the City Manager or their appointed representative is final.

The formal appeal process outlined in this policy does not apply to employees during their probationary period as a new hire, temporary/seasonal employees, or volunteers.

Special Provisions. The disciplinary appeals process does not apply to employees during their initial probationary period as a new hire.

The City Manager or their appointed representative reserves the right to accept, overturn, or amend any formal disciplinary measures in order to preserve the integrity of the City, its administration, and its citizens. The City Manager also reserves the right to render immediate decisions without consultation of this policy when it is deemed to be in the best interest of the City.

END OF PART V

SEPARATION FROM EMPLOYMENT

6.1 Separation from Employment

Employment by the City may end as a result of resignation, retirement, reduction in force, administrative termination, abandonment of employment, termination or death.

6.1.1 Resignation

Employees are encouraged to provide a written minimum two-week notice of resignation to facilitate a smooth transition out of the City. If the employee fails to provide a written resignation but gives a verbal resignation, the Department Head shall document the verbal resignation by sending an email to Human Resources, with carbon copy to the employee when applicable. Resignations are considered accepted once they have been submitted either in writing or verbally. Employees who provide less than two weeks' notice are not generally eligible for rehire for a period of three (3) years immediately following separation date, but special circumstances may be considered on a case-by-case basis by the Assistant City Manager and/or City Manager at the time of separation and documented in the employee's personnel record.

When an employee provides two weeks' notice of resignation, the City reserves the right to provide the employee with two weeks' pay and an immediate release from employment where job or business needs warrant. Such a decision should not be perceived as reflecting negatively on the employee. The Department Head shall provide recommendation of an immediate release from employment upon receiving the two weeks' notice of resignation, which must be approved by the Assistant City Manager.

An employee may only seek to rescind their resignation by submitting a written request to their Department Head stating the reason(s) for rescinding their resignation. The decision of whether to allow a resignation to be rescinded must be approved by the Department Head and Assistant City Manager. Resignations will generally not be allowed to be rescinded, but may be considered in certain circumstances based on the length of tenure of the employee, the past performance of the employee, current status of the employee, and reason for resignation (with deference given to personal significant circumstance).

6.1.2 Retirement

Employees are encouraged to provide written notice of retirement as early in advance as possible to facilitate a smooth transition out of the City. Employees who provide less than two weeks' notice of retirement are not generally eligible for rehire for a period of three

(3) years immediately following separation date, but special circumstances may be considered on a case-by-case basis by the Assistant City Manager and/or City Manager at the time of separation and documented in the employee's personnel record.

An employee may only seek to rescind their notice of retirement by submitting a written request to their Department Head stating the reason(s) for rescinding their notice of retirement. The decision of whether to allow a notice of retirement to be rescinded must be approved by the Department Head and Assistant City Manager. Notices of retirement will generally not be allowed to be rescinded, but may be considered in certain circumstances based on the length of tenure of the employee, the past performance of the employee, current status of the employee, and reason for retirement (with deference given to personal significant circumstance).

6.1.3 Reduction in Force

It may become necessary to reduce the number of persons employed by the City. Tenure, most recent performance ratings and criticalness of the position are factors that will be used in determining the employees that will be released from employment first. Employees with a favorable employment record who have been released from employment due to a reduction in force may be given preference in the event of a vacancy for other positions at the City.

6.1.4 Administrative Termination

An employee may be administratively terminated for being unable to return to work full-duty with reasonable accommodation, if applicable, following the end of an approved leave of absence, the exhaustion of all available leave, or the exhaustion of the maximum leave of absence allowed, or for other unusual circumstances. Employees who are administratively terminated may be eligible for rehire.

6.1.5 Employment Abandonment

Any employee absent from their job for three (3) consecutive scheduled work days without an authorized leave of absence will be considered automatically to have abandoned their employment and to have voluntarily resigned.

6.1.6 Termination

In accordance with the City's Discipline Policy, termination can occur for a variety of reasons, including but not limited to unsatisfactory performance and/or misconduct. The City retains the right to terminate employment at any time with or without reason or

notice, regardless of the stated frequency for payment of wages or salary (per month, per year, etc.). No promises to the contrary will be binding on the City unless placed in writing and formally approved by the City Manager. Nothing in these guidelines is intended to be, nor should be construed as, a guarantee that employment will be continued for any period of time. Termination for cause generally results in ineligibility for rehire. Exceptions to this must be approved by the City Manager.

6.1.7 Death

If an employee passes away while employed by the City, Human Resources will locate beneficiary designations and initiate the separation process following normal procedures. Arrangements will be made for return of City property and personal property to beneficiary. The City will comply with applicable state and federal tax law regarding final pay for the deceased employee.

6.1.8 Return of City Property

Employees are required to turn in keys, ID badge, City-issued equipment and uniforms, and any other property of the City to their Department Head, their designee, or Human Resources prior to or on their effective separation date. If an employee fails to return such property, the City may, at its option, withhold the value of such property from the employee's final paycheck, but in no event shall an employee's compensation be reduced below the required minimum wage.

6.1.9 Use of Leave After Notice

Employees who have provided notice of retirement/resignation may be allowed to use accrued leave to extend the length of their employment up to four (4) weeks. This does not apply to newly hired employees still in their probationary status. Only compensatory time and vacation may be used to extend employment. If a holiday occurs during an employee's leave after notice, it will be recorded as a paid holiday. Requests for leave after notice will be processed and handled in the same manner as all other leave requests, based upon schedules, workload and operational need.

END OF PART VI

CITY COUNCIL MEMORANDUM

City Council Meeting: February 2, 2021
Department: Public Works
Subject: Resolution 21-R-12 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing and approving a professional services agreement with M&S Engineering for various on-call engineering services and all matters in connection therewith. (M. Browne/C. Kelm/S. McClelland)

BACKGROUND

The City of Schertz requested statements of qualifications for On-Call Engineering Firms in May 2019. At the time evaluations were being done, City Staff rated M&S Engineering seventh out of the 26 firms who responded. M&S Engineering presented a unique set of qualifications including mechanical, electrical, plumbing, and structural engineering which separated them from the other civil engineering based firms.

City Staff has determined that having an additional on-call engineering firm that can focus on mechanical, electrical, plumbing, and structural engineering will benefit staff's ability to better maintain and improve the City's facilities and infrastructure.

Once a project is identified and consulting services are needed, a task order agreement including the specific project scope, fee, and schedule will be negotiated and implemented. As has been the case, any agreement for which the cost may exceed \$50,000, Staff will seek Council authorization.

The agreement for On-Call Engineering Services will remain in force through September 30, 2022 with the option to renew the contract up to two terms of one year each, which aligns with the other On-Call Engineering Services that the City has in place.

GOAL

The goal of Resolution 21-R-12 is to authorize the City Manager to execute an agreement with M&S Engineering, for on-call consulting engineering-related services.

COMMUNITY BENEFIT

The City will be able to issue task orders to a vetted, qualified firm for each particular project without going through a time-consuming RFQ process each time. That will result in an effective and efficient operational process.

SUMMARY OF RECOMMENDED ACTION

It is recommended the City Council approve Resolution 21-R-12, granting authorization and approval of the master service agreement with M&S Engineering for on-call services.

FISCAL IMPACT

Fiscal impact will vary with particular projects and the fee schedule as included in the Professional Service Agreement.

RECOMMENDATION

Staff recommends approval of Resolution 21-R-12.

Attachments

21-R-12

Draft Master Agreement

M&S Hourly Rates

M&S Reimbursable Rates

RESOLUTION NO. 21-R-12

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH M&S ENGINEERING FOR VARIOUS ON-CALL ENGINEERING SERVICES AND ALL MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the “City”) has determined that the City requires certain mechanical, electrical, plumbing, and structural engineering services on a regular basis throughout the year; and

WHEREAS the City has determined that there is a need for a professional services agreement with M&S Engineering, relating to various on-call engineering services for the City; and

WHEREAS, City staff has determined that M&S Engineering is qualified to provide such services for the City through a previously issued RFQ for on-call engineering services; and

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with M&S Engineering, pursuant to the Professional Services Agreement for Various Engineering Services attached hereto as Exhibit A (the “Agreement”); and

WHEREAS, the agreement for On-Call MEP Engineering Services will remain in force through September 30, 2022 with the option to renew the contract up to two (2) terms of one (1) year each.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Professional Services Agreement with M&S Engineering, in substantially the form set forth on Exhibit A.

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

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

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

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

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

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

PASSED AND ADOPTED, this 2nd day of February, 2021.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

EXHIBIT A

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

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

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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National Society of Professional Engineers

1420 King Street, Alexandria, VA 22314-2794

(703) 684-2882

www.nspe.org

American Council of Engineering Companies

1015 15th Street N.W., Washington, DC 20005

(202) 347-7474

www.acec.org

American Society of Civil Engineers

1801 Alexander Bell Drive, Reston, VA 20191-4400

(800) 548-2723

www.asce.org

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of _____ (“Effective Date of the Agreement”) between

CITY OF SCHERTZ (“Owner”) and

M&S ENGINEERING (“Engineer”).

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 SERVICES OF ENGINEER

1.1 Scope

- A. Engineer’s services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.2 Task Order Procedure

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer’s services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, “Engineer’s Services for Task Order,” prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, “Engineer’s Services for Task Order,” as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.
- C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 OWNER S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer's services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer's services, the Work, the performance of any Constructor, or in Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 TERM; TIMES FOR RENDERING SERVICES

3.1 Term

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder through September 30, 2022 with the option to review for an additional two (2) terms of one (1) year each.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.2 Times for Rendering Services

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 INVOICES AND PAYMENTS

4.1 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.2 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Failure to Pay: If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. Sales or Use Taxes: If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement

shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

ARTICLE 5 OPINIONS OF COST

5.1 Opinions of Probable Construction Cost

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, recent bid results for similar work, and general familiarity with the construction industry. The same standards of performance in Section 6.01.A shall apply to the preparation of Engineer's opinions of probable Construction Cost. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.2 Designing to Construction Cost Limit

- A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

5.3 ~~Opinions of Total Project Costs~~

- ~~A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.~~

ARTICLE 6 GENERAL CONSIDERATIONS

6.1 Standards of Performance

- A. The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. Engineer warrants and represents that it has the capability, experience, available personnel, and means required to perform the services contemplated by this Agreement. Services will be performed using personnel and equipment qualified and/or suitable to perform the work requested by the Owner. Owner retains the right to report to Engineer any unsatisfactory performance of Engineer personnel for appropriate corrective action. Engineer shall comply with applicable federal, state, and local laws in connection with any work performed hereunder. No other warranty, express or implied, is included in this Agreement or in any Task Order, drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.~~Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.~~

- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Consultants: Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures
1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date of the Task Order to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;
 - c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee and as modified by the City of Schertz, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws

and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.2 Design Without Construction Phase Services

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against Engineer that may be in any way connected to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.3 Use of Documents

- ~~A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.~~

B.A. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. B. Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement. ~~Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.~~

D.C. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.4 Electronic Transmittals

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the

recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.5 Insurance

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.
- ~~B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.~~
- C.B. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.
- D.C. ~~Owner and Engineer shall each deliver to the other Owner~~ certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished promptly after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.
- E.D. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F.E. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G.F. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.6 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.
2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.
3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. Termination for Cause Task Order: The obligation to provide further services under a specific Task Order may be terminated for cause:

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.
2. By Engineer:
 - a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.
 - c. Engineer shall have no liability to Owner on account of such termination.
 - d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

C. Termination for Cause Agreement: In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.

- D. Termination for Convenience by Owner: Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E. Effective Date of Termination: The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.
- F. Payments Upon Termination:
 - 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 - 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

6.7 Controlling Law

- A. This Agreement is to be governed by the Laws and Regulations of the ~~state~~ State of Texas ~~in which the Specific Project is located.~~

6.8 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.9 Dispute Resolution

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 Environmental Condition of Site

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):
 1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
 2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
 3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
 4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.
 5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.

6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 Indemnification and Mutual Waiver

- A. Professional agrees to indemnify and hold the City of Schertz, Texas and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual and representative capacities from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the 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 – BUT ONLY TO THE EXTENT ALLOWABLE BY SEC. 271.904(a) OF THE TEXAS LOCAL GOVERNMENT CODE AS APPLICABLE.~~Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, Limitations of Liability.~~
- B.~~Indemnification by Owner: Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.~~
- C.~~Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.~~
- D.~~No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.~~
- E.~~Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or~~

~~damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.~~

~~F.A. Mutual Waiver: To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes.~~

6.12 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.
- F. Applicability to Task Orders: The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. Non-Exclusive Agreement: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 DEFINITIONS

7.1 Defined Terms

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:
1. **Addenda** Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. **Additional Services** Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.
 3. **Agreement** This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.
 4. **Application for Payment** The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. **Basic Services** The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
 6. **Change Order** A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. **Change Proposal** A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 8. **Constituent of Concern** Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 9. **Construction Contract** The entire and integrated written contract between Owner and Contractor concerning the Work.

10. **Construction Contract Documents** Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. **Construction Contract Price** The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. **Construction Contract Times** The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.
13. **Construction Cost** The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. **Constructor** Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.
15. **Consultants** Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
16. **Contractor** The entity or individual with which Owner enters into a Construction Contract.
17. **Documents** Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. **Drawings** That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.
19. **Effective Date of the Agreement** The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. **Effective Date of the Task Order** The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. **Engineer** The individual or entity named as such in this Agreement.

22. **Field Order** A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
23. **Laws and Regulations; Laws or Regulations** Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. **Owner** The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
25. **Record Drawings** Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. **Resident Project Representative** The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.
27. **Samples** Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
28. **Shop Drawings** All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
29. **Site** Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.
30. **Specifications** The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
31. **Specific Project** The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
32. **Subcontractor** An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.
33. **Substantial Completion** The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently

complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

- 34. **Supplier** A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
- 35. **Task Order** A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
- 36. **Total Project Costs** The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
- 37. **Work** The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.
- 38. **Work Change Directive** A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. **Day:** The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

8.1 Suggested Form of Task Order

- A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

8.2 Exhibits Included:

- A. Exhibit A, Engineer's Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order
- B. Exhibit B, Owner's Responsibilities. This Exhibit applies to all Task Orders.

- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, "Payments to Engineer," of the specific Task Order.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order.
- E. Exhibit E, Notice of Acceptability of Work. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if (1) the form is expressly incorporated by reference in a specific Task Order, and Engineer's scope of services in the specific Task Order includes providing such a notice to Owner and Contractor, and (2) the Work is in fact acceptable pursuant to applicable requirements, subject to the terms of the notice.
- F. Exhibit F, Construction Cost Limit. This Exhibit is contractually binding only with respect to those specific Task Orders that (1) expressly incorporate Exhibit F by reference in the Task Order, Paragraph 2, "Services of Engineer," and (2) expressly state a specific Construction Cost Limit and contingency for the Specific Project in Paragraph 2, "Services of Engineer," of the specific Task Order.
- G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders.
- ~~H. Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders.~~
- ~~I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders.~~
- J.H. Exhibit J, Special Provisions. This Exhibit is applicable to all Task Orders.
- ~~K.I.~~ Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

8.3 Total Agreement

- A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
- B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.4 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.5 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER:

By:

Print Name:

Title:

Date Signed:

Date Signed: _____

Address for Owner's receipt of notices:

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

Title: _____

Phone Number:

E-Mail Address:

ENGINEER:

By:

Print Name: _____

Title:

Date Signed:

Engineer License or Firm's Certificate No. (if required):

State of : _____

Date Signed: _____

Address for Engineer's receipt of notices:

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

Title: _____

Phone Number:

E-Mail Address:

SUGGESTED FORM OF
TASK ORDER

This is Task Order No. _____, consisting of _____ pages.
--

Task Order

[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [] ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project (title):
- e. Specific Project (description):

2. Services of Engineer

A. The specific services to be provided or furnished by Engineer under this Task Order are:

[Select one of the following three options and delete the other two.]

- ☐ set forth in Part 1—Basic Services of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

[or]

- ☐ as follows: [] [Note: Insert scope of services here, or incorporate by reference a scope of services set out in a separate document such as a letter or proposal.]

[or]

- ☐ the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference: [Note: If this option is selected, include only those sections below that are part of Basic Services for the specific Task Order, and delete those sections below that do not apply.]

- Study and Report Services (Exhibit A, Paragraph A1.01)
- Preliminary Design Phase (Exhibit A, Paragraph A1.02)

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

- Final Design Phase (Exhibit A, Paragraph A1.03)
- Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
- Construction Phase Services (Exhibit A, Paragraph A1.05)
 - including Resident Project Representative (RPR) services (A1.05.A.2)
 - [or] [not including Resident Project Representative (RPR) services (A1.05.A.2)]
- Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
- Commissioning Services (Exhibit A, Paragraph A1.07)

B. Resident Project Representative (RPR) Services

If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

[1. If RPR services are not in the scope of this Task Order, do not include any references to RPR services in Exhibit A (Paragraph A1.05.A.2) for this Task Order (or state Does not apply or similar), or in any other scope of services text or document.

2. If appropriate, modify Exhibit D for this specific Task Order, and attach it, rather than incorporating the Exhibit D that is included with the Agreement.]

C. Designing to a Construction Cost Limit

[If the design under this Task Order will be governed by a Construction Cost limit, then include the following clause, with blanks filled in, and thereby incorporate Exhibit F; if not, then delete the clause or indicate Does not apply or similar)]

Under this Task Order Engineer will design to a Construction Cost Limit, subject to the terms of Paragraph 5.02 of the Agreement and of Exhibit F to the Agreement. Exhibit F is expressly incorporated by reference. The Construction Cost Limit is \$_____. The bidding or negotiating contingency to be added to the Construction Cost Limit is _____percent.

D. Other Services

Engineer shall also provide the following services: [Summarize or provide a brief description of other services (if any) that are to be provided by Engineer as Basic Services, but have not been addressed in Paragraphs 2.A through 2.C. If applicable, categorize such other services by phases, such as other Study and Report Phase Services, other Preliminary Design Phase Services, and so on. If all Basic Services have been covered in Paragraphs 2.A through 2.C, then indicate None here in 2.D, or delete 2.D in its entirety.]

- E. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:

[Select one of the following three options and delete the other two.]

- ☐ set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

[or]

- ☐ as follows: [] [Note: Insert list of Additional Services here, or incorporate by reference a list of Additional Services set out in a separate document. Indicate whether advance authorization is needed, and include other governing terms and conditions.]

[or]

- ☐ those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: [State any additions or modifications to Exhibit B for this Specific Project here.]

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: [Revise and amend for each specific Task Order.]

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish [] review copies of the Report and other Study and Report Phase deliverables to Owner.	Within [] days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within [] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within [] days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish [] review copies of the Preliminary Design Phase documents,	Within [] days of Owner's authorization to proceed with Preliminary Design Phase

	opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [] days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within [] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

[Notes: 1. Delete line items that do not apply to this Task Order. 2. For each line item indicate either Lump Sum, Direct Labor, or Hourly Rates as the Basis of Compensation. 3. Cross-references are to Exhibit A. Revise if necessary, or

delete cross-references if Exhibit A is not used to establish the scope of services under this Task Order.]

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)	\$[]	[]
a. Study and Report Phase (A1.01)	\$[]	[]
b. Preliminary and Final Design Phase (A1.02, A1.03)	\$[]	[]
c. Bidding or Negotiating Phase (A1.04)	\$[]	[]
d. Construction Phase (A1.05)*	\$[]	[]
e. Resident Project Representative Services* (A1.05.A.2).	\$[]	[]
f. Post-Construction Phase (A1.06)	\$[]	[]
g. Commissioning Phase (A1.07)	\$[]	[]
h. Other Services (see A1.08, and 2.D above)	\$[]	[]
TOTAL COMPENSATION (lines 1.a-h)	\$[]	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	[]

[Many of the line items under Line 1, Basic Services, will frequently be governed by a single Basis of Compensation; however, it is not unusual to have some variation among the services so the table allows the user to establish different bases of compensation for the various Basic Compensation phases (1.a-1.h).]

*Based on a []-month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order:

8. Other Modifications to Agreement and Exhibits:

[Supplement or modify Agreement and Exhibits, if appropriate.]

9. Attachments:

10. Other Documents Incorporated by Reference:

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is [].

OWNER:

ENGINEER:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Engineer License or Firm's
Certificate No. (if required): _____
State of: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

E-Mail
Address: _____

E-Mail
Address: _____

Phone: _____

Phone: _____

Engineer's Services for Task Order

[Introductory Note to User:

The following text as published describes a variety of services that may be included, in whole or in part, in a specific Task Order issued under the Agreement. Until this exhibit is customized for inclusion in a specific Task Order, or some or all of the exhibit is incorporated in a specific Task Order by reference, it has no legal or contractual effect.

Not all possible services are included in this exhibit. The user should revise and supplement the descriptions of services provided here for purposes of drafting the scope of Engineer's Services for each specific Task Order. The scope of services will typically include a list of potential Additional Services (see Paragraph A2.01) that may be needed as the Specific Project progresses. The user may choose to categorize some items shown here as Additional Services as Basic Services, or move some tasks listed in the Basic Services categories (Paragraphs A1.01 through A1.08) into Additional Services. Note that for the Additional Services in A2.01.A, Engineer is not authorized to perform and receive compensation for an Additional Service unless authorized by Owner to do so under a written amendment.]

PART 1 BASIC SERVICES

A1.01 Study and Report Phase Services

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions: [List the specific potential solutions here.]
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
 14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.
 15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 Preliminary Design Phase

A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain ~~and review~~ Owner's instructions regarding Owner's procurement of construction services (including ~~instructions regarding advertisements for bids~~, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain ~~and review~~ copies of Owner's design and construction standards, Owner's standard forms, ~~general conditions (if other than modified EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition)~~, supplementary conditions, text, and related documents or content for Engineer to include in the ~~draft~~ bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
 9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.
 10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 Final Design Phase

- A. As Basic Services, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft-bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A1.04 Bidding or Negotiating Phase

- A. As Basic Services, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

A1.05 Construction Phase

A. As Basic Services, Engineer shall:

1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform

services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.
4. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.
5. Electronic Transmittal Protocols: If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective

sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
10. Defective Work: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
15. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
16. Non-reviewable matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
17. Shop Drawings, Samples, and Other Submittals: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. Substitutes and or-equal : Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
19. Inspections and Tests:
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. Change Proposals and Claims: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's

supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection,

tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 24. Final Notice of Acceptability of the Work: Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.
 25. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.06 Post-Construction Phase

- A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair

of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

A1.07 Commissioning Phase

A. As Basic Services, Engineer shall:

1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
3. Prepare operation and maintenance manuals.
4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 Other Services: Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2 ADDITIONAL SERVICES

A2.01 Additional Services Requiring an Amendment to Task Order

- A. Advance Written Authorization Required: During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:

- a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
- 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.
 - 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 - 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 - 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
 - 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
 - 16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
 - 17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
 - 18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
 - 19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
 - 20. Preparation of operation, maintenance, and staffing manuals.
 - 21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
 - 22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
 24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
 25. Overtime work requiring higher than regular rates.
 26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
 27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
 28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
 29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
 30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
- B. Advance Written Authorization Not Required: Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is EXHIBIT B, consisting of [] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services Task Order Edition dated [].

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 Specific Responsibilities

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than modified version of EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - a. Property descriptions.

- b. Zoning, deed, and other land use restrictions.
 - c. Utility and topographic mapping and surveys.
 - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
 - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- 5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
 - 6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
 - 7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
 - 8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
16. Place and pay for advertisement for Bids in appropriate publications.
17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

20. Perform or provide the following: [Here list any additional Owner responsibilities].

This is EXHIBIT C, consisting of [] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services Task Order Edition dated [].

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 OWNER'S RESPONSIBILITIES

C2.01 Basis of Compensation

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:
 1. Lump Sum (plus any expenses expressly eligible for reimbursement)
 2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
 3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

C2.02 Explanation of Compensation Methods

- A. Lump Sum
 1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
 2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
 3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges): [] [List any such reimbursable expenses here, or indicate None. If None then the reference to Appendix 1 may be deleted.]
 4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer.

C. Direct Labor Costs Times a Factor

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of [] for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.
3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).
4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Consultant's charges, if any).
5. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer.

C2.03 Reimbursable Expenses

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount includes the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.
- B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.
- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of [].
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of [].
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 Serving as a Witness

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of [] times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C2.05 Other Provisions Concerning Payment

- A. Extended Contract Times: Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. Estimated Compensation Amounts

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is Appendix 1 to EXHIBIT C, referred to in and part of the Agreement between Owner and Engineer for Professional Services Task Order Edition, dated [REDACTED].

Reimbursable Expenses Schedule

Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C. Rates and charges for reimbursable expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	____/page
Copies of Drawings	____/sq. ft.
Mileage (auto)	____/mile
Air Transportation	at cost
CAD Charge	____/hour
Laboratory Testing	at cost
Health and Safety Level D	____/day
Health and Safety Level C	____/day
Meals and Lodging	at cost

[Note to User: Customize this Schedule to reflect anticipated reimbursable expenses on this Specific Project]

This is Appendix 2 to EXHIBIT C, referred to in and part of the Agreement between Owner and Engineer for Professional Services Task Order Edition dated [REDACTED].

Standard Hourly Rates Schedule

The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

Billing Class VIII	\$ /hour
Billing Class VII	\$ /hour
Billing Class VI	\$ /hour
Billing Class V	\$ /hour
Billing Class IV	\$ /hour
Billing Class III	\$ /hour
Billing Class II	\$ /hour
Billing Class I	\$ /hour

[Note to User: The categories above (Billing Classes VIII through I) are traditional hourly rate classes for engineering services, but the classes themselves do not currently have widely accepted or understood meanings or definitions. Many approaches are possible for establishing the hourly rates that will be charged. These include defining the categories (for example, Billing Class VI Assistant Project Manager), or using the engineering firm s own professional classifications. If hourly rates are ascribed to specific individuals, the user should ensure that changes in professional personnel and rates are allowable over the Project s course.]

This is EXHIBIT D, consisting of [] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services Task Order Edition dated [].

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, as incorporated in this Task Order, are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. Liaison
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. Shop Drawings and Samples
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. Review of Work; Defective Work
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not

compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and

- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. Inspections, Tests, and System Start-ups

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. Records

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Specific Project documentation.

- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. Reports

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. Completion:

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Specific Project in whole or in part.

This is EXHIBIT E, consisting of [] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services Task Order Edition dated [].

[Notes to User

1. Exhibit A, Paragraph A1.05.A.24 of this Agreement indicates that in connection with recommending final payment of the Construction Contractor with respect to a specific Construction Contract, the Engineer will also provide a notice to Owner and Contractor of the acceptability of the Work, subject to stated limitations. The form for that purpose, Notice of Acceptability of Work, is attached on the following pages of this Exhibit E. The same form is also available as a construction form, EJCDC® C-626 (2013).
2. The Notice of Acceptability of Work should be served in compliance with the requirements for service of notice under the Construction Contract. See Paragraph 18.01, Giving Notice, of EJCDC® C-700 (2013), Standard General Conditions of the Construction Contract.]



NOTICE OF ACCEPTABILITY OF WORK

SPECIFIC PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

OWNER

And To:

CONTRACTOR

From:

ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated , , and the following terms and conditions of this Notice.

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is EXHIBIT F, consisting of [] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services Task Order Edition dated [].

Construction Cost Limit

Paragraph 5.02 of the Agreement is amended and supplemented to include the following when incorporated in the Task Order for a Specific Project:

F5.02 Designing to Construction Cost Limit

- A. A Construction Cost limit may be set forth in the Task Order.
- B. If a Construction Cost limit is set forth in a Task Order, then the Task Order will also specify bidding or negotiating contingency to be added to such Construction Cost limit.
- C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
- D. Engineer will be permitted to determine what types of materials, equipment and component systems, and the types and quality thereof are to be included in the Drawings and Specifications and to make reasonable adjustments in the scope, extent, and character of a Specific Project to the extent consistent with the project requirements and sound engineering practices to bring the project within the Construction Cost limit.
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer, and Owner shall consent to an adjustment in such Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Specific Project within a reasonable time, or (3) cooperate in revising the Specific Project's scope, extent, or character to the extent consistent with the Specific Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Construction Contract Documents as necessary to bring the Construction Cost within the Construction Cost limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of its responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.

CITY OF SCHERTZ
 REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Schertz accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Schertz shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of The City of Schertz shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that The City of Schertz will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name The City of Schertz as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Schertz of any material change in the insurance coverage.
7. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Schertz.
10. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.
12. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
13. Upon request, Contractor shall furnish The City of Schertz with certified copies of all insurance policies.
14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Schertz within ten (10) business days after contract award and prior to starting any work by the successful Contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Schertz, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Schertz. The certificate of insurance and endorsements shall be sent to:

**City of Schertz
 Purchasing Department
 1400 Schertz Parkway
 Schertz, TX 78154**

Emailed to:
jgohlke@schertz.com
Faxed to: 210-619-1169



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/01/1000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Agency 555 Main Street Tampa, FL 33333-0000	CONTACT NAME: PHONE: FAX: E-MAIL: ADDRESS:	INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Carrier INSURER B: Insurance Carrier INSURER C: Insurance Carrier INSURER D: Insurance Carrier INSURER E: Insurance Carrier INSURER F: Insurance Carrier	NAIC # 00000 00000 00000 00000 00000 00000
INSURED XYZ Company 123 Apple Street Tampa, FL 22222-0000			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC.	X123456	01/01/1000	01/01/1000	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCUR) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMOD AGG \$ 1,000,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRING AUTOS SCHEDULED AUTOS NON-OWNED AUTOS	123456789	01/01/1000	01/01/1000	COVERED DRIVE LIMIT (EA OCCUR) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB EXCESS LIAB DED. RETENTIONS	01234	01/01/1000	01/01/1000	EACH OCCURRENCE \$ AGGREGATE \$ X WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in Ill.) Yes, describe under DESCRIPTION OF OPERATIONS below
Builder's Risk Professional Services	123450	01/01/1000	01/01/1000	100% Insurable Value, replacement cost basis \$1,000,000 each claim / \$1,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Effective January 1, 2012 must be compliant with Chapter 1011, Tex. Inv. Code (SB 425 enacted by Texas Legislature 82(R) session in 2011).

CERTIFICATE HOLDER City of Schertz 1400 Schertz Parkway Schertz, Tx 78154 Attn: Purchasing Dept.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AUTHORIZED SIGNATURE REQUIRED HERE
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ACORD 26 (2010/05)

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(Instructions for completing and submitting a certificate to the City of Schertz)

Complete the certificate of insurance with the information listed below:

- A) Certificate of Insurance date
- B) Producer (Insurance Agency) Information – complete name, address, telephone information, & email address.
- C) Insured's (Insurance Policy Holder) Information – complete name & address information
- D) Insurer (name/names of insurance company) **(Remember the city requires all insurance companies to be Authorized to do business in the State of Texas be rated by A.M. Best with a rating of B+ (or better) Class VI (or higher) or otherwise be acceptable to the City if not rated by A.M. Best)
- E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
- F) Insurer letter represents which insurance company provides which type of coverage from D
- G) General Liability Insurance Policy – must have an (x) in box. Also, "Occurrence" type policy – must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
- H) This section shall be filled in with "Y" for yes under Additional Insured for all coverages, except for Contractor Liability and Workers' Compensation. There shall also be a "Y" for yes under all coverages for subrogation waived.
- I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
- J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required by written contract and in accordance with the contract value.
- K) Worker's Compensation and Employers Liability Insurance – information must be completed in this section of the certificate of insurance form (if applicable).
- L) Builder's Risk Policy – for construction projects as designated by the City of Schertz.
Professional Liability Coverage – for professional services if required by the City of Schertz.
- M) Insurance Policy #'s
- N) Insurance policy effective dates (always check for current dates)
- O) Insurance Policy limits (See Insurance Requirements Checklist)
- P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Schertz.
 - (1) Adding the City of Schertz as an additional insured. The "additional insured" endorsement is not required for professional liability and workers compensation insurance; and
 - (2) Waiver of Subrogation
 - (3) Primary and Non-Contributory
 - (4) Cancellation Notice
- Q) City of Schertz's name and address information must be listed in this section
- R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Schertz in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the city as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
- S) The certificate must be signed by the Authorized Agent in this section of the certificate form.

This is EXHIBIT J, consisting of [] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [].

Special Provisions

Paragraph(s)____of the Agreement is/are amended to include the following agreement(s) of the parties:

This is EXHIBIT K, consisting of [] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services Task Order Edition dated [].

Amendment To Task Order No. _____

1. Background Data:

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform the following Additional Services: []
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: []
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: []
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: []
- e. The schedule for rendering services under this Task Order is modified as follows: []
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: []

[List other Attachments, if any]

3. Task Order Summary (Reference only)

- | | | |
|----|----------------------------------|-------|
| a. | Original Task Order amount: | \$[] |
| b. | Net change for prior amendments: | \$[] |
| c. | This amendment amount: | \$[] |
| d. | Adjusted Task Order amount: | \$[] |

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is .

OWNER:

By: _____

Title: _____

Date
Signed: _____

ENGINEER:

By: _____

Title: _____

Date
Signed: _____

2021 Engineering Rate Schedule

The following rate schedule is in effect for the 2021 calendar year and will be reviewed annually for appropriate changes as may be required.

Labor Classification	Base Rate
Technician I	\$ 60.00
Technician II	\$ 65.00
Technician III	\$ 70.00
Technician IV	\$ 75.00
Project Technician I	\$ 80.00
Project Technician II	\$ 85.00
Project Technician III	\$ 90.00
Project Technician IV	\$ 95.00
Project Technician V	\$ 100.00
Senior Technician I	\$ 105.00
Senior Technician II	\$ 110.00
Senior Technician III	\$ 115.00
Senior Technician IV	\$ 120.00
Project Manager I	\$ 150.00
Project Manager II	\$ 160.00
Project Manager III	\$ 170.00
Project Manager IV	\$ 180.00
Project Engineer I	\$ 135.00
Project Engineer II	\$ 145.00
Project Engineer III	\$ 150.00
Project Engineer IV	\$ 155.00
Project Engineer V	\$ 160.00
Administrative I	\$ 65.00
Administrative II	\$ 75.00
Administrative III	\$ 80.00

Labor Classification	Base Rate
Technical Specialist I	\$ 125.00
Technical Specialist II	\$ 135.00
Technical Specialist III	\$ 145.00
Technical Specialist IV	\$ 155.00
Graduate Engineer/SIT I	\$ 100.00
Graduate Engineer/SIT II	\$ 110.00
Graduate Engineer/SIT III	\$ 120.00
Graduate Engineer/SIT IV	\$ 130.00
CAD Operator I	\$ 70.00
CAD Operator II	\$ 75.00
Senior CAD Operator I	\$ 80.00
Senior CAD Operator II	\$ 85.00
Senior Engineer I/RPLS I	\$ 165.00
Senior Engineer II/RPLS II	\$ 170.00
Senior Engineer III/RPLS III	\$ 175.00
Senior Engineer IV/RPLS IV	\$ 180.00
Principal Engineer I	\$ 190.00
Principal Engineer II	\$ 200.00
Principal Engineer III	\$ 210.00
1 Man Survey Crew	\$ 110.00
2 Man Survey Crew	\$ 155.00
3 Man Survey Crew	\$ 175.00
Software Level I ¹	\$ 10.00
Software Level II ²	\$ 20.00

¹ Includes AutoCAD, MicroStation, L-Pile, SAG10 and other common licensed software packages

² Includes PLS-CADD, Bentley Systems, e-tap and other premium licensed software packages

³ Rates are inclusive of all surveying equipment, including stakes, marking paints, and other consumable items required. Special request items such as T-posts, 36" Laths, concrete monuments, etc. will be billed on a cost plus 15% basis.

⁴ Overtime Rates shall be 1.35 times the base rate.

Updated 1/13/2021



M&S ENGINEERING

CIVIL | ELECTRICAL | STRUCTURAL | MEP

2021 Reimbursable & Miscellaneous Pricing

The following reimbursable schedule is in effect for the 2021 calendar year and will be reviewed annually for appropriate changes as may be required.

Deliverable/Printing Pricing Schedule

DESCRIPTION	COST
Small job books (1" to 1 1/2" binder)	\$25.00
Medium job books (2" to 2 1/2" binder)	\$45.00
Large job books (3" and above binder)	\$65.00
Plots - "C" size (18x 24) Black & White	\$1.50
Plots - "C" size (18x 24) Color	\$2.50
Plots - "D" size (22X34) Black & White	\$2.50
Plots - "D" size (22X34) Color	\$3.50

*Any additional reimbursable items shall be billed at cost plus 15%.

- Shipping
 - All shipping of drawings, job books, and other deliverables will be invoiced based on actual cost plus 15%.

Additional Equipment

For site specific requirements that do not allow for access via 4x4 trucks, M&S will provide use of various all-terrain vehicles to facilitate field work. Reimbursement for usage of such equipment will be billed at the following rates:

Equipment	Rate
4 Wheeler	\$100/day
Utility Vehicle (Mule)	\$150/day

Travel Reimbursement Rates

- Hotel charges for overnight accommodations will be invoiced based upon actual cost plus 15%.
- Meals for traveling personnel will be invoiced based upon actual cost plus 15%.
- Air Travel
 - Air travel will be invoiced based on actual cost plus 15%.
 - Approval
 - Air travel costs in excess of \$500 per individual will require prior approval by client personnel requesting travel.
 - Air travel less than \$500 per individual will be considered pre-approved by client personnel requesting travel.
- Rental Car
 - Auto rentals (including fuel) will be invoiced based upon actual cost plus 15%.
- Mileage
 - Vehicle mileage will be invoiced based upon current IRS standard rates (plus \$0.05 per mile for 4x4 vehicles)

Updated 1/13/2021

CITY COUNCIL MEMORANDUM

City Council Meeting: February 2, 2021
Department: Planning & Community Development
Subject: Ordinance No. 21-A-04- Consideration and/or action for an Ordinance on a request for voluntary annexation of approximately 142 acres of land located generally 3,500 feet southwest of the intersection of Doerr Lane and Bell North Drive, Comal County, Texas (B. James / L. Wood / E. Delgado) *Final Reading*

BACKGROUND

Update from January 26, 2021, City Council Meeting:

Based on the presentation at the January 26, 2021, City Council meeting, the annexation service plan, attachment 3, has been updated with the service plan agreed upon by the applicant. The only change was to add the following sentence in the "Term" section: "Notwithstanding the foregoing, city's obligation to provide services as set forth herein shall survive expiration of this service plan." This change was discussed during the City Council meeting, and the first reading was unanimously approved with the service plan modification.

Annexation of land into the City's corporate limits may be voluntary or involuntary. Each type has Texas Local Government Code (LGC) requirements that identify the necessary process based on the annexation type. The City's Unified Development Code (UDC) Section 21.4.8 includes provisions that apply to requests for voluntary annexation meeting certain criteria. This section of the City's UDC includes provisions for processing of voluntary annexation requests.

Schertz 312, LLC has submitted a petition for voluntary annexation to the City of Schertz for approximately 142 acres of land located generally 3,500 feet southwest of the intersection of Doerr Lane and Bell North Drive, Comal County, Texas.

The subject property is directly related to City of Schertz, Resolution 20-R-83 and City of San Antonio, Ordinance 2020-12-10-0903. These documents between the two cities agreed to a release of the subject property from the City of San Antonio's Extraterritorial Jurisdiction to the City of Schertz based on certain conditions to be met by the City of Schertz. One of those conditions was that the City of Schertz would start the annexation proceedings on the property within three months of the effective date of the ordinance. This resolution (Res. No. 21-R-03) is the initial step in the annexation proceedings on this property, which complies with the requirement based on the agreement between the City of Schertz and the City of San Antonio.

On January 5, 2021 the City Council approved Resolution 21-R-03 accepting a petition for voluntary annexation. By accepting this petition the annexation process officially commenced.

A public hearing notice was published in the San Antonio Express News for the public hearing associated with the annexation ordinance on January 13, 2021 and the zone change for this property on January 6, 2021. City staff sent written notice of the proposed annexation and zone change to the Board of Trustees for Comal ISD and all property owners within 200 feet on January 12, 2021. Additionally, a public hearing notice has been published on the City of Schertz website since January 14, 2021. At the time of this report no responses have been received from the public hearing notices.

GOAL

Schertz 312, LLC is requesting voluntary annexation into the City of Schertz because of their desire to be located within the Schertz City limits and their desire to develop the property in accordance with the requested Manufacturing District- Light (M-1) zoning district.

COMMUNITY BENEFIT

Promote the safe, orderly, efficient development and ensure compliance with the City's vision of future growth.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of annexation Ordinance 21-A-04.

FISCAL IMPACT

In accordance with Texas Local Government Code (LGC) Chapter 43, the City must provide services to the land on the effective date of the annexation. While some services are provided to the subject property through an interlocal agreement, the City of Schertz must provide police protection, fire protection, emergency medical services, operation and maintenance of streets, solid waste collection, sewer service, and water.

RECOMMENDATION

Staff recommends approval of annexation Ordinance 21-A-04.

Attachments

Ord. No. 21-A-04

Ord. 21-A-04 Exhibit A

Annexation Service Plan

Public Hearing Notice Map- Annexation

Aerial Map

ORDINANCE NO. 21-A-04

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, PROVIDING FOR THE EXTENSION OF THE BOUNDARY LINES OF THE CITY OF SCHERTZ, TEXAS BY THE ANNEXATION OF APPROXIMATELY 142 ACRES OF LAND LOCATED IN COMAL COUNTY APPROXIMATELY 3,500 FEET SOUTHWEST OF THE INTERSECTION OF DOERR LANE AND BELL NORTH DRIVE

WHEREAS, the City Council of the City of Schertz (the “City”) has determined that it should annex the territory described on Exhibit A attached hereto and made a part hereof (the “Annexed Land”); and

WHEREAS, the Annexed Land is located entirely within the extraterritorial jurisdiction of the City, is contiguous to the corporate boundaries of the City (or is deemed to be contiguous, pursuant to Section 43.035(c) of the Texas Local Government Code, as amended), and may be annexed pursuant to Chapter 43 of the Texas Local Government Code, as amended; and

WHEREAS, Texas Local Government Code Section 43.028 authorizes the City of Schertz to extend its City limit boundaries through the voluntary annexation of area adjacent to those boundaries upon petition of a landowner; and

WHEREAS, a public hearing notice was published in the San Antonio Express News on December 16, 2020 for the hearing held on January 5, 2021 and notice was published in the San Antonio Express News on January 13, 2021 for the hearing on January 26, 2021; and

WHEREAS, on January 5, 2021 the City Council conducted a public hearing and after considering the request for voluntary annexation, adopted Resolution 21-R-03 accepting a petition for voluntary annexation; and

WHEREAS; the City Council finds that the Annexed Land is suitable, and it is in the best interest of the City and the citizens and inhabitants thereof that the Annexed Land be annexed to and made a part of the City.

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

Section 1. The City hereby annexes the Land described in Exhibit A.

Section 2. The Annexed Land shall be included within the City’s corporate limits effective on the effective date of this Ordinance, and all taxable property in the Annexed Land shall hereafter bear its pro rata part of the taxes levied by the City, subject to allowable exemptions.

Section 3. The land and territory more particularly described as that portion of the tract of land described in Exhibit A, attached hereto and incorporated herein by reference shall be part of the City of Schertz, Texas and inhabitants thereof shall be entitled to all of the rights and privileges as citizens and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Schertz, Texas.

Section 4. A service plan outlining the provisions of necessary municipal service to the property described in Exhibit A is hereby approved and the implementation of said plan is hereby authorized. Such plan is attached hereto and incorporated herein as Exhibit B.

Section 5. The City manager is hereby authorized and directed to take appropriate action to have the official map of the City revised to reflect the additions to the City's Corporate Limits and the City Secretary is hereby authorized and directed to provide appropriate notice to the State of Texas and the County of Guadalupe of this annexation.

Section 6. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 7. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section 8. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 9. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 10. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 11. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

Section 12. This Ordinance shall be cumulative of all other ordinances of the City of Schertz, and this Ordinance shall not operate to repeal or affect any other ordinances of the City of Schertz except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, are hereby repealed.

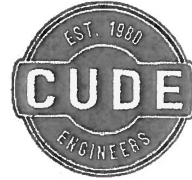
Approved on first reading the 26th day of January, 2021.

PASSED, APPROVED AND ADOPTED on final reading the 2nd day of February, 2021.

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary
(SEAL OF THE CITY)



LEGAL DESCRIPTION
141.494 ACRES OF LAND

141.494 acres of land located in the Vincente Micheli Survey Number 114, Abstract Number 383, Comal County, Texas and being a portion of that certain 142.096 acres of land conveyed to Schertz 312, LLC, as described in Document Number 201806024987, Official Public Records of Comal County, Texas; said 141.494 acres being more particularly described as follows:

BEGINNING, at a found ½ inch iron rod located in the northwesterly right of way line of the Union Pacific Railroad and marking the most easterly corner of the said 142.096 acres;

THENCE, South 61deg 54' 35" West, along the northwesterly right of way line of the Union Pacific Railroad, a distance of 2,601.87 feet, to a found ½ inch iron rod with "CUDE" cap marking the most southerly corner of the said 142.096 acres;

THENCE, North 30deg 20' 49" West, leaving the northwesterly right of way line of the Union Pacific Railroad and along the southwesterly line of the said 142.096 acres, a distance of 1843.02 feet, to a found ½ inch iron rod with "CUDE" cap marking the most westerly corner of the said 142.096 acres;

THENCE, North 59deg 35' 59" East, along a northwesterly line of the said 142.096 acres, a distance of 1,074.50 feet, to a found ½ inch iron rod with "CUDE" cap marking an interior corner of the said 142.096 acres;

THENCE, North 29deg 38' 06" West, along the southwesterly line of the said 142.096 acres, a distance of 817.74 feet, to a found ½ inch iron rod with "CUDE" cap located in the southeasterly right of way line of the Missouri Pacific Railroad and marking the most northerly westerly corner of the said 142.096 acres;

THENCE, North 60deg 06' 45" East, along the southeasterly right of way line of the said Missouri Pacific Railroad, a distance of 1,514.91 feet, to a point located in the current city limit line of the City of Schertz, Texas;

THENCE, along the northeasterly line of the said 142.096 acres, same being the current city limit line of the City of Schertz, Texas, the following courses:

South 30deg 28' 21" East, a distance of 1,132.16 feet, to a found ½ inch iron rod;

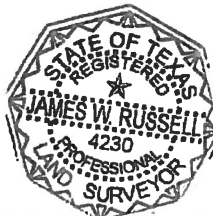
South 30deg 16' 16" East, a distance of 1,619.85 feet, to the **POINT OF BEGINNING** and containing 141.494 acres of land, more or less.

Basis of bearings is the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83 (93).

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

James W. Russell 7/23/20

James W. Russell
Registered Professional Land Surveyor No. 4230
Cude Engineers
4122 Pond Hill Road, Suite 101
San Antonio, Texas 78231
TBPELS Firm No. 10048500
TBPE Firm No. 455
Job No. 03227-007



CUDE ENGINEERS
SAN ANTONIO | AUSTIN

4122 POND HILL ROAD, STE 101
SAN ANTONIO, TEXAS 78231

PHONE: (210) 681-2951
CUDEENGINEERS.COM

TBPE NO. 455
TBPLS NO. 10048500

CITY OF SCHERTZ, TEXAS

ANNEXATION SERVICE PLAN

AREA ANNEXED

An approximately 142-acre tract of land, located in the Vincente Micheli Survey Number 114, Abstract Number 383, Comal County, Texas and being a portion of that certain 142.096 acres of land conveyed to Schertz 312, LLC, as described in Document Number 201806024987, Official Public Records of Comal County, Texas; generally located 3,500 feet southwest of the intersection of Doerr Lane and Bell North Drive, Comal County, Texas; Property ID: 77739

See Exhibit A, "*Metes and Bounds Description*", attached hereto for a complete description of the property.

INTRODUCTION

This service plan has been prepared in accordance with Local Government Code Section 43.056. Municipal facilities and services to the annexed area described above will be provided or made available on behalf of the city at the following levels and in accordance with the following schedule:

POLICE PROTECTION

Patrolling, responses to calls, and other police services will be provided on the effective date of the annexation at the same level as provided throughout the city.

FIRE PROTECTION AND FIRE PREVENTION

Fire protection and fire prevention services will be provided on the effective date of the annexation at the same level as provided throughout the city.

EMERGENCY MEDICAL SERVICES

Emergency medical services will be provided on the effective date of the annexation on the same basis and at the same level as provided throughout the city.

SOLID WASTE COLLECTION AND DISPOSAL

Solid waste collection and disposal services will be provided on the effective date of the annexation on the same basis and at the same level as provided throughout the city. However, no obligation exists for the city to provide solid waste collection services to a person who continues to use the services of a privately owned solid waste management service provider.

OPERATION AND MAINTENANCE OF WATER AND WASTEWATER FACILITIES THAT ARE NOT WITHIN THE SERVICE AREA OF ANOTHER WATER OR WASTEWATER UTILITY

Operation and maintenance of water and wastewater facilities that are not within the service area of another water or wastewater utility will be provided on the effective date of the annexation on the same basis and at the same level as provided throughout the city.

Development within the annexed property will pay a fee equal to the sewer capital recovery fee that would be assessed and collected per CHAPTER 90, Article V WATER AND WASTEWATER CAPITAL RECOVER FEES and as amended, as if the property was in the established service area City of Schertz.

OPERATION AND MAINTENANCE OF ROADS AND STREETS

Operation and maintenance of roads and streets will be provided on the effective date of the annexation on the same basis and at the same level as provided throughout the city.

STREET LIGHTING

Street lighting will be made available on the effective date of the annexation on the same basis and at the same level in comparable areas as provided throughout the city.

OPERATION AND MAINTENANCE OF PUBLIC PARKS AND OTHER PUBLICLY OWNED FACILITIES

If any public park, playground, swimming pool, or any other publicly owned facility, building or service is located within the annexed area, it will be maintained on the effective date of the annexation on the same basis and at the same level as similar facilities are maintained throughout the city.

OTHER SERVICES

Other services that may be provided by the city such as planning, code enforcement, animal control, library, park and recreation, court, and general administration will be made available on the effective date of the annexation on the same basis and at the same level as provided throughout the city.

CAPITAL IMPROVEMENTS

The city will make available to the annexed area any necessary water, sewer, street, and drainage facilities within two and one-half (2-1/2) years of the effective date of the annexation unless the construction of the necessary facilities is interrupted by circumstances beyond the control of the city, or unless this period is extended by an arbitration decision. No impact fees will be charged to any developer or landowner within the annexed area except in conformity with Local Government Code Ch. 395. Construction of other capital improvements shall be considered by the city in the future as the needs dictate on the same basis as such capital improvements are considered throughout the city.

UNIFORM LEVEL OF SERVICES MAY NOT BE REQUIRED

Nothing in this plan shall require the city to provide a uniform level of full municipal services to each area of the city, including the annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

TERM

This service plan shall be valid for a term of ten (10) years. Notwithstanding the foregoing, city's obligation to provide services as set forth herein shall survive expiration of this service plan

AMENDMENTS

The plan shall not be amended unless public hearings are held in accordance with Local Government Code Section 43.0561.

AGREEMENT

I desire to enter into this written agreement for municipal services with the City of Schertz pursuant to Section 43.0672 of the Local Government Code. I certify that I was offered a development agreement pursuant to Section 43.016 of the Local Government Code and still requested annexation. I certify that this petition is signed and duly acknowledged by each and every person, corporation, or entity having an ownership interest in said Property.

OWNER(S): (add additional signature lines for each owner)

Signature:  Print Name: Ben F. Spencer

NOTARY ACKNOWLEDGEMENT

STATE OF NEW MEXICO §

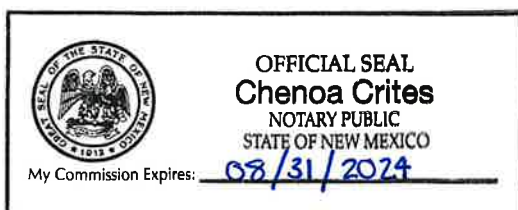
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COUNTY OF BERNALILLO §

BEFORE ME, the undersigned authority, on this day personally appeared Ben F. Spencer, as manager of Titan Lone Star, LLC, as manager of Schertz 312 Management, LLC, as manager of Schertz 312, LLC, owner of the annexed property, 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 consideration therein expressed on behalf of the Owner.

Given under my hand and seal of office this 26th day of January, 2021.

(SEAL)



Chenoa Crites
NOTARY PUBLIC in and for the
~~STATE OF TEXAS~~
STATE OF NEW MEXICO
CHENOA CRITES
Printed Name
My commission expires: 08/31/2024

ATTEST:

SIGNED:

City Secretary

City Manager

Exhibit A

Metes and Bounds Description

APPROXIMATELY 142 ACRES



**LEGAL DESCRIPTION
141.494 ACRES OF LAND**

141.494 acres of land located in the Vicente Micheli Survey Number 114, Abstract Number 383, Comal County, Texas and being a portion of that certain 142.096 acres of land conveyed to Schertz 312, LLC, as described in Document Number 201806024987, Official Public Records of Comal County, Texas; said 141.494 acres being more particularly described as follows:

BEGINNING, at a found 1/2 inch iron rod located in the northwesterly right of way line of the Union Pacific Railroad and marking the most easterly corner of the said 142.096 acres;

THENCE, South 61deg 54' 35" West, along the northwesterly right of way line of the Union Pacific Railroad, a distance of 2,601.87 feet, to a found 1/2 inch iron rod with "CUDE" cap marking the most southerly corner of the said 142.096 acres;

THENCE, North 30deg 20' 49" West, leaving the northwesterly right of way line of the Union Pacific Railroad and along the southwesterly line of the said 142.096 acres, a distance of 1843.02 feet, to a found 1/2 inch iron rod with "CUDE" cap marking the most westerly corner of the said 142.096 acres;

THENCE, North 59deg 35' 59" East, along a northwesterly line of the said 142.096 acres, a distance of 1,074.50 feet, to a found 1/2 inch iron rod with "CUDE" cap marking an interior corner of the said 142.096 acres;

THENCE, North 29deg 38' 06" West, along the southwesterly line of the said 142.096 acres, a distance of 817.74 feet, to a found 1/2 inch iron rod with "CUDE" cap located in the southeasterly right of way line of the Missouri Pacific Railroad and marking the most northerly westerly corner of the said 142.096 acres;

THENCE, North 60deg 06' 45" East, along the southeasterly right of way line of the said Missouri Pacific Railroad, a distance of 1,514.91 feet, to a point located in the current city limit line of the City of Schertz, Texas;

THENCE, along the northeasterly line of the said 142.096 acres, same being the current city limit line of the City of Schertz, Texas, the following courses:

South 30deg 28' 21" East, a distance of 1,132.16 feet, to a found 1/2 inch iron rod;

South 30deg 16' 16" East, a distance of 1,619.85 feet, to the **POINT OF BEGINNING** and containing 141.494 acres of land, more or less.

Basis of bearings is the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83 (93).

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

James W. Russell 7/25/20

James W. Russell
Registered Professional Land Surveyor No. 4230
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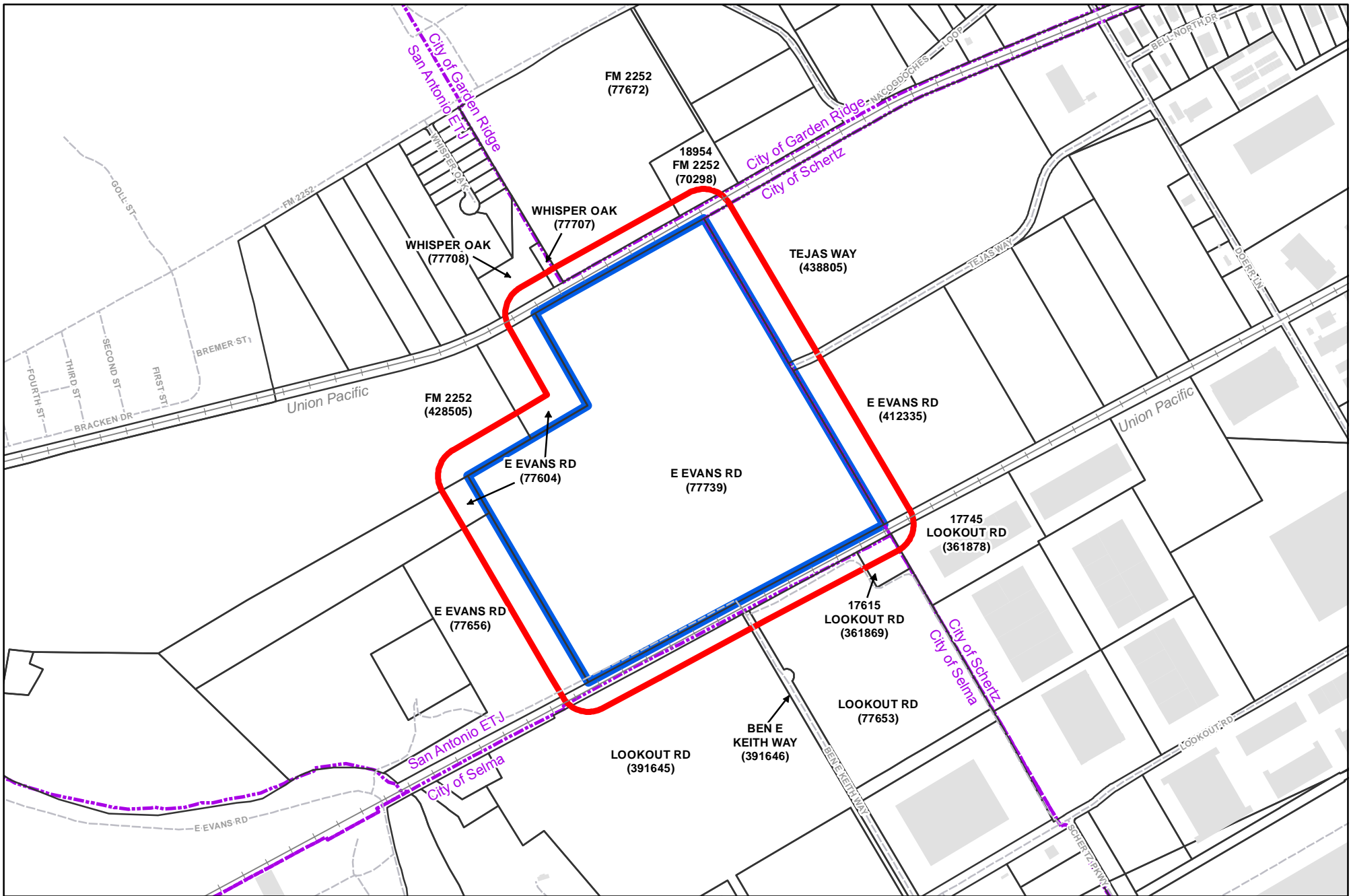


CUDE ENGINEERS
SAN ANTONIO | AUSTIN

4122 POND HILL ROAD, STE 101
SAN ANTONIO, TEXAS 78231

PHONE: (210) 681-2951
CUDEENGINEERS.COM

TBPE NO. 455
TBPLS NO. 10046500



Last Update: December 14, 2020



City of Schertz, GIS Administrator: Tony McAllis, gis@schertz.com (210) 610-1184

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City of Schertz

TITAN NORTH

PROPOSED ANNEXATION

 200' Notification Buffer
 Schertz City Boundary





SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

SCHERTZ
312 LLC

<all other values>

Highways

Major Roads

Minor Roads

Other Cities

60' Expansion

60' Proposed

60' Extension

86' Expansion

86' Extension

120' Expansion

120' Extension

86' Extension

86' Proposed

120' Expansion

120' Extension

Abandoned

Future TxDOT

Highway

1", 1 1/2"

2", 2 1/2"

3"

4"

6"

8"

10"

12"

16"

18"

20"

24"

30"

36"

Unknown

Neighboring Main

Private Main

Schertz Gravity

Schertz Pressure

Neighboring Gravity

Private Pressure

Hydrant

Manholes

200' Buffer

Schertz Municipal Boundary

County Boundaries

1 Inch = 400 Feet

0

100

200

400

600

800

Feet

CITY COUNCIL MEMORANDUM

City Council Meeting: February 2, 2021
Department: Planning & Community Development
Subject: Ordinance No. 21-S-03- Consider and act upon a request to rezone approximately 142 acres of land to Manufacturing District- Light (M-1). The subject property is located generally 3,500 feet southwest of the intersection of Doerr Lane and Bell North Drive, Comal County, Texas. (B. James / L. Wood / E. Delgado) *Final Reading*

BACKGROUND

The applicant is proposing to zone approximately 142 acres of land to Manufacturing District- Light (M-1). The subject property is located generally 3,500 feet southwest of the intersection of Doerr Lane and Bell North Drive, Comal County, Texas.

Currently, the subject property is outside the City of Schertz City limits. However, Schertz 312, LLC has submitted a petition for voluntary annexation to the City of Schertz for the approximately 142 acres. At the January 5th meeting, City Council approved Resolution 21-R-03 accepting the petition from the property owner, which officially started the annexation process for the property. In conjunction with the annexation, the property will need to go through the zoning process, which this public hearing is the next step in that process.

The subject property is directly related to City of Schertz, Resolution 20-R-83 and City of San Antonio, Ordinance 2020-12-10-0903. These documents between the two cities agreed to a release of the subject property from the City of San Antonio's Extraterritorial Jurisdiction to the City of Schertz based on certain conditions to be met by the City of Schertz. One of those conditions was that the City of Schertz would start the annexation proceedings on the property within three months of the effective date of the ordinance. Resolution (Res. No. 21-R-03), approved by City Council was the initial step in the annexation proceedings for this property, which complied with the requirement based on the agreement between the City of Schertz and the City of San Antonio.

Eleven (11) public hearing notices were mailed to surrounding property owners on January 12, 2021, in relation to the zoning and annexation ordinances to be heard on January 26, 2021. A public hearing notice was published in the "San Antonio Express" on January 6, 2021. At the time of this report, staff has received zero (0) responses in favor, opposed or neutral to.

The applicant is proposing to zone approximately 142 acres of land to Manufacturing District- Light(M-1). Currently, the property is outside the city limits and does not have an established zoning. This proposed zoning application would establish the initial zoning for the property.

GOAL

To zone approximately 142 acres of land to Manufacturing District- Light(M-1).

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

Since the subject property was outside the city limits and within the City of San Antonio's ETJ until the recent agreement between San Antonio and Schertz, the property was not reviewed with the previous Comprehensive Land Use Plans. However, immediately adjacent to the subject property, the Future Land Use Plan designates the properties as Industrial. The proposed zoning of Manufacturing District-Light(M-1) is consistent with the zoning of the adjacent properties in Schertz and with the Comprehensive Land Use Plan vision for the adjacent properties.

- Comprehensive Plan Goals and Objectives: The proposed rezone is in conformance with the goals and objectives of the Comprehensive Land Use Plan for the immediately adjacent properties; the Manufacturing District Light zoning district is applicable with the Industrial future land use designation.
- Impact of Infrastructure: The proposed rezoning request should have a minimal impact on the existing water and wastewater systems.
- Impact of Public Facilities/Services: The proposed rezoning request will have minimal impact on public services, such as schools, fire, police, parks and sanitation services.
- Compatibility with Existing and Potential Adjacent Land Uses: The subject property is currently adjacent to property within the City of Schertz that is zoned Manufacturing District Light (M-1) that is undeveloped. The proposed zoning would be a continuation of the existing zoning within the City and is the compatible zoning option for the property.

FISCAL IMPACT

None.

RECOMMENDATION

Based on the adjacent land use designation within the Comprehensive Land Use Plan and the adjacent zoning, staff recommends approval of the zoning application as submitted. Additionally, based on the previous resolutions adopted by the City Council relating to this property, indicating the desire to annex the property into the City of Schertz, this proposed zoning application is an integral part in that process.

This item was heard at the January 13, 2021 Planning and Zoning Commission in which a unanimous recommendation of approval was provided. Staff is making a recommendation of approval of the zone change request as presented.

Attachments

Ord. No. 21-S-03

Ord. No. 21-S-03 Exhibit A

Ord. No. 21-S-03 Exhibit B

Public Hearing Notice Map

Aerial Map

ORDINANCE NO. 21-S-03

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 142 ACRES OF LAND TO MANUFACTURING DISTRICT-LIGHT (M-1), LOCATED APPROXIMATELY 3,500 FEET SOUTHWEST OF THE INTERSECTION OF DOERR LANE AND BELL NORTH DRIVE, COMAL COUNTY, TEXAS

WHEREAS, an application to rezone approximately 142 acres of land located approximately 3,500 feet southwest of the intersection of Doerr Lane and Bell North Drive, and more specifically described in the Exhibit A attached herein (herein, the “Property”) has been filed with the City; and

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

WHEREAS, on January 13,2021, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a unanimous recommendation to City Council to approve the requested rezoning; and

WHEREAS, on January 26,2021, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested zoning be approved as provided for herein.

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

Section 1. The Property as shown and more particularly described in the attached Exhibit A, is hereby zoned Manufacturing District-Light (M-1).

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

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

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

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

Section 6. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

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

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

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

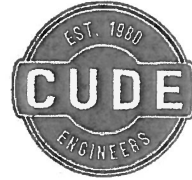
Approved on first reading the 26th day of January, 2021.

PASSED, APPROVED AND ADOPTED on final reading the 2nd day of February, 2021.

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary
(SEAL OF THE CITY)



LEGAL DESCRIPTION
141.494 ACRES OF LAND

141.494 acres of land located in the Vincente Micheli Survey Number 114, Abstract Number 383, Comal County, Texas and being a portion of that certain 142.096 acres of land conveyed to Schertz 312, LLC, as described in Document Number 201806024987, Official Public Records of Comal County, Texas; said 141.494 acres being more particularly described as follows:

BEGINNING, at a found ½ inch iron rod located in the northwesterly right of way line of the Union Pacific Railroad and marking the most easterly corner of the said 142.096 acres;

THENCE, South 61deg 54' 35" West, along the northwesterly right of way line of the Union Pacific Railroad, a distance of 2,601.87 feet, to a found ½ inch iron rod with "CUDE" cap marking the most southerly corner of the said 142.096 acres;

THENCE, North 30deg 20' 49" West, leaving the northwesterly right of way line of the Union Pacific Railroad and along the southwesterly line of the said 142.096 acres, a distance of 1843.02 feet, to a found ½ inch iron rod with "CUDE" cap marking the most westerly corner of the said 142.096 acres;

THENCE, North 59deg 35' 59" East, along a northwesterly line of the said 142.096 acres, a distance of 1,074.50 feet, to a found ½ inch iron rod with "CUDE" cap marking an interior corner of the said 142.096 acres;

THENCE, North 29deg 38' 06" West, along the southwesterly line of the said 142.096 acres, a distance of 817.74 feet, to a found ½ inch iron rod with "CUDE" cap located in the southeasterly right of way line of the Missouri Pacific Railroad and marking the most northerly westerly corner of the said 142.096 acres;

THENCE, North 60deg 06' 45" East, along the southeasterly right of way line of the said Missouri Pacific Railroad, a distance of 1,514.91 feet, to a point located in the current city limit line of the City of Schertz, Texas;

THENCE, along the northeasterly line of the said 142.096 acres, same being the current city limit line of the City of Schertz, Texas, the following courses:

South 30deg 28' 21" East, a distance of 1,132.16 feet, to a found ½ inch iron rod;

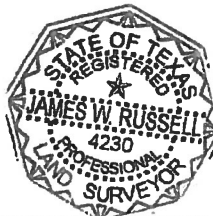
South 30deg 16' 16" East, a distance of 1,619.85 feet, to the **POINT OF BEGINNING** and containing 141.494 acres of land, more or less.

Basis of bearings is the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83 (93).

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

James W. Russell 7/23/20

James W. Russell
Registered Professional Land Surveyor No. 4230
Cude Engineers
4122 Pond Hill Road, Suite 101
San Antonio, Texas 78231
TBPELS Firm No. 10048500
TBPE Firm No. 455
Job No. 03227-007

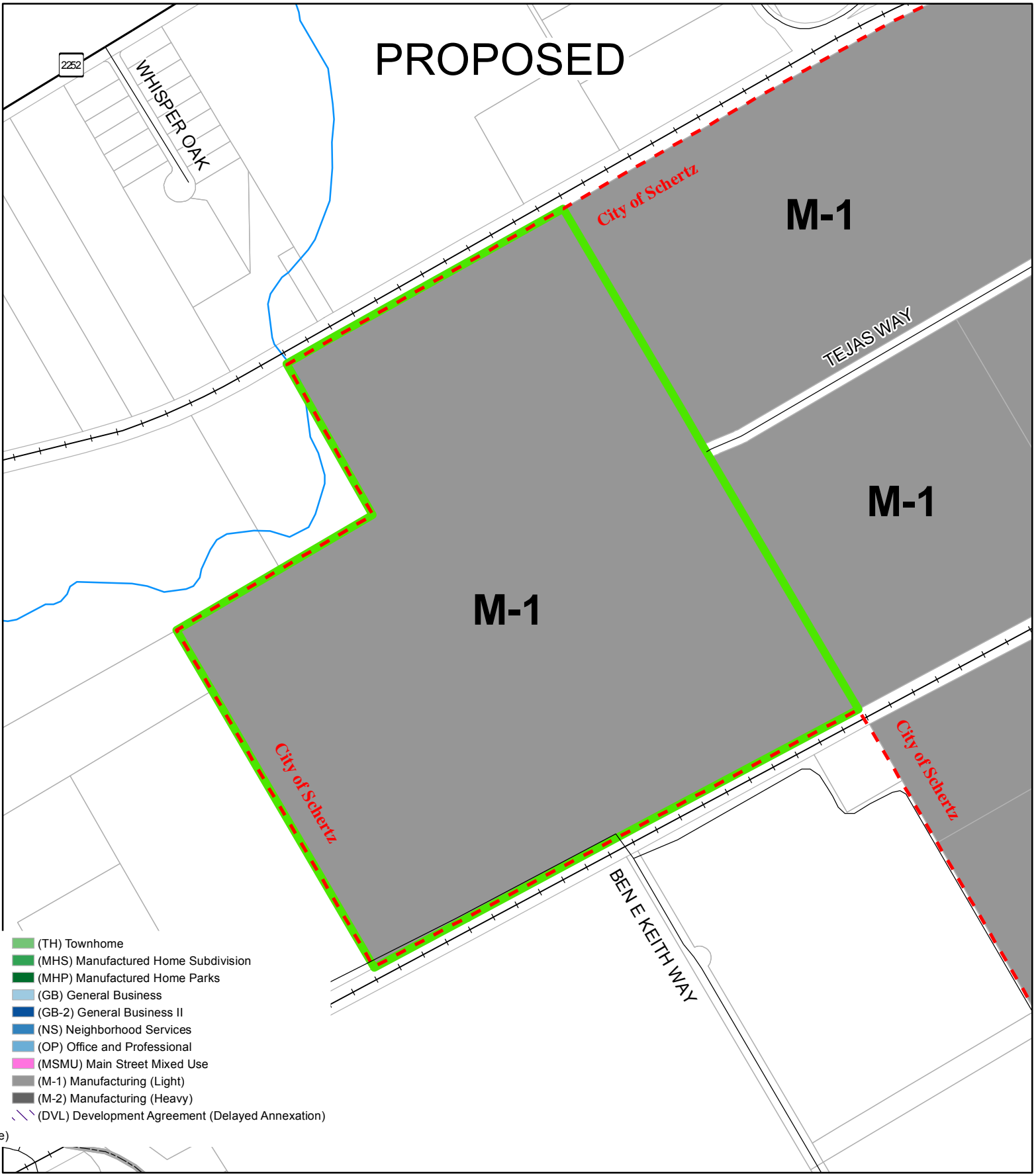
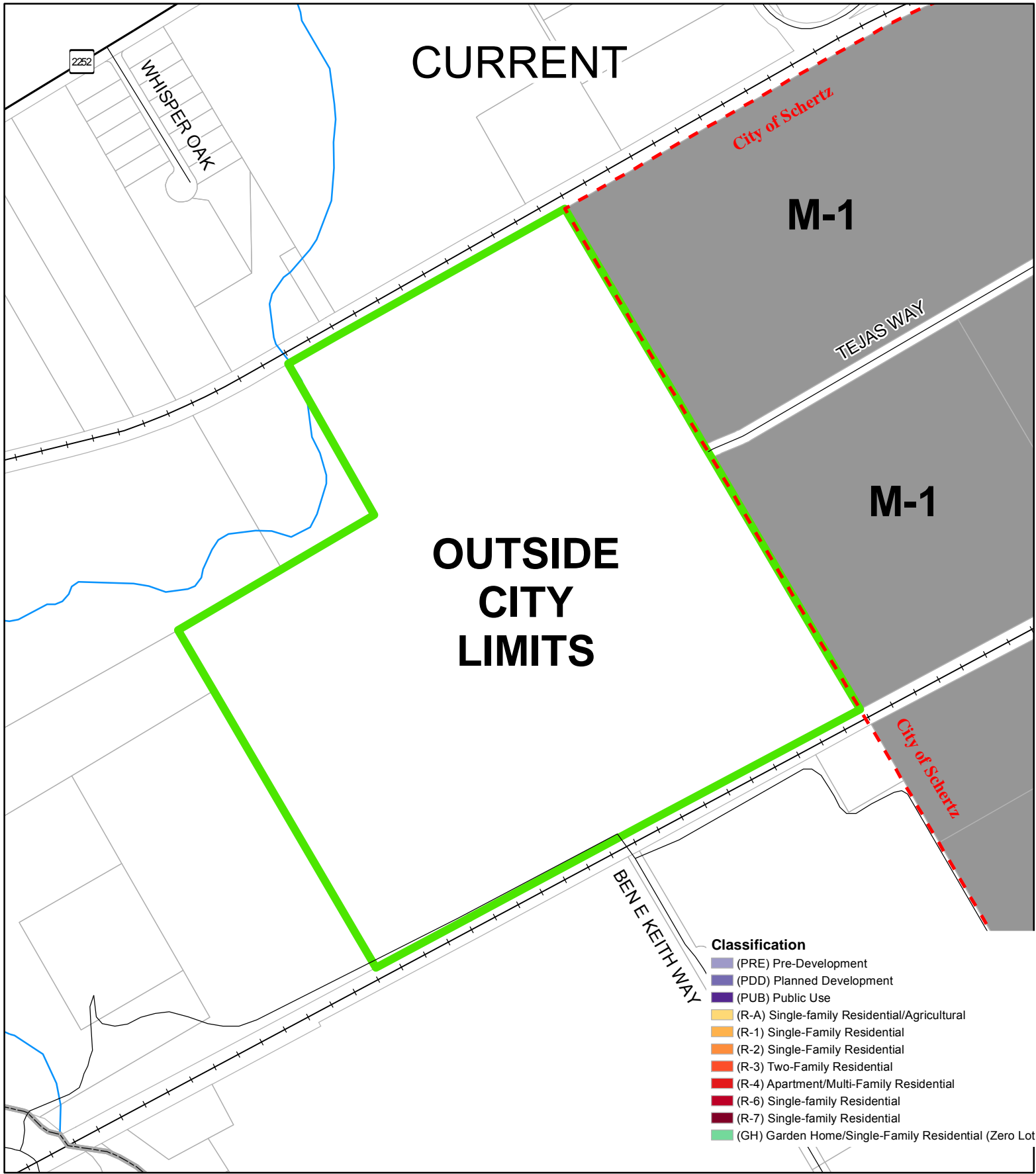


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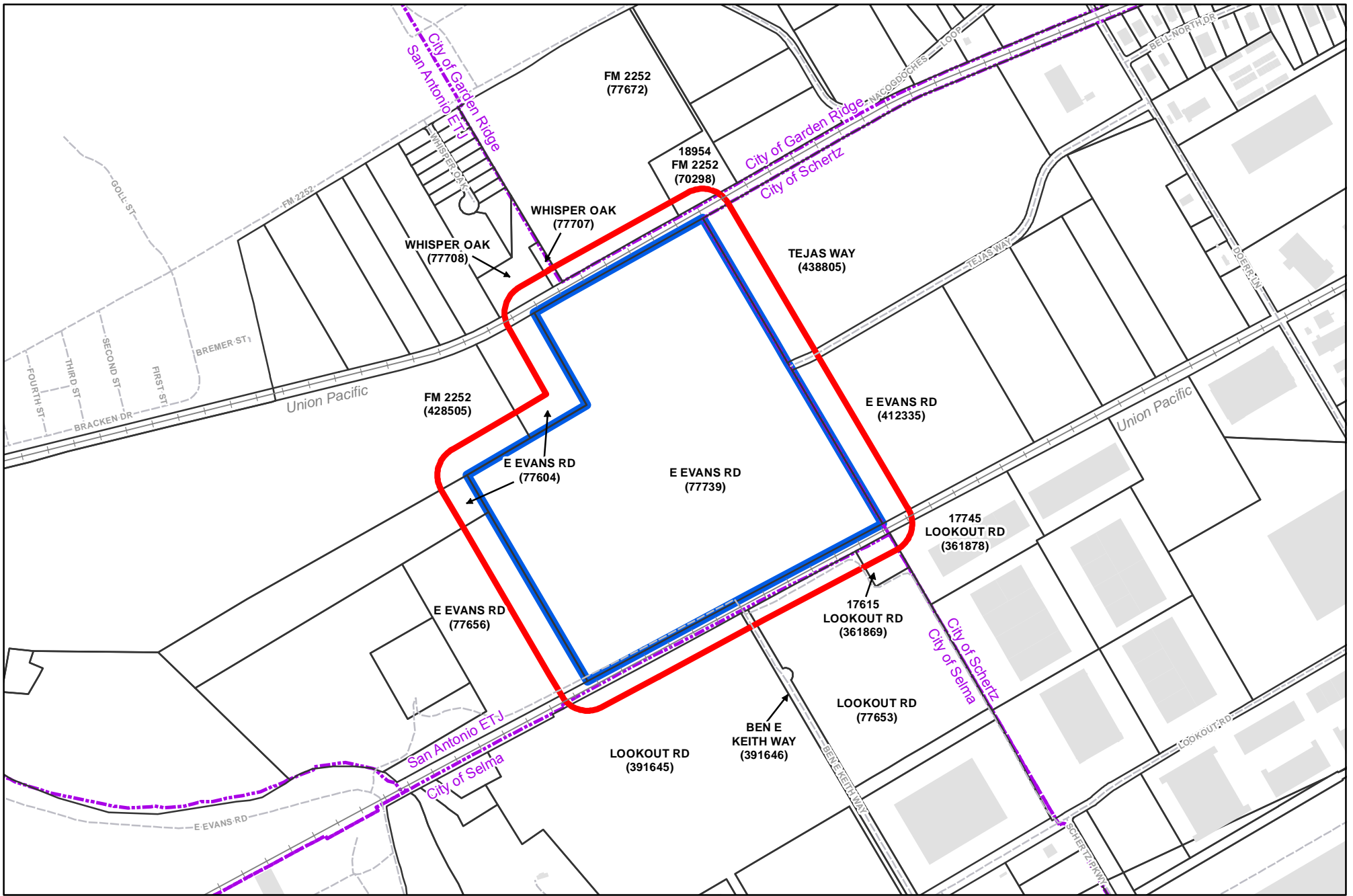
PHONE: (210) 681-2951
CUDEENGINEERS.COM

TBPE NO. 455
TBPLS NO. 10048500



Proposed Zoning Change

SCHERTZ 312 LLC
A-383 SUR-114 V MICHELI, ACRES 142.096



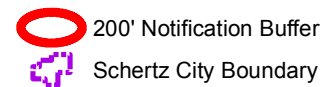
Last Update: December 14, 2020

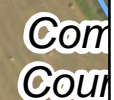
City of Schertz, GIS Administrator: Tony McAllis, gis@schertz.com (210) 610-1184

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City of Schertz

TITAN NORTH PROPOSED ZONING





<all other values> 60' Expansion 86' Extension 120' Proposed 1", 1 1/2" 8" 20" Schertz Gravity Hydrant 200' Buffer
 Highways 60' Proposed 86' Proposed Abandoned 2", 2 1/2" 10" 24" Schertz Pressure Manholes
 Major Roads 60' Extension 120' Expansion Future TxDOT 3" 12" 30" Neighboring Main Neighboring Gravity Schertz Municipal Boundary
 Minor Roads 86' Expansion 120' Extension Highway 4" 16" 36" Private Main Private Pressure County Boundaries
 Other Cities 6" 18"

0 100 200 400 600 800 Feet

CITY COUNCIL MEMORANDUM

City Council Meeting: February 2, 2021
Department: City Secretary
Subject: Workshop Discussion and Update (Ordinance 20-H-18) - Discussion and update regarding the COVID-19 virus and our current Ordinance No. 20-H-18 Declaration of Local Disaster. (M. Browne/K. Long/S. Hall)

BACKGROUND

Staff will provide Council with an update regarding the COVID-19 Virus. Discussion will include the recent Executive Order 29 relating to the use of face coverings.

Attachments

Revised 20-H-18

Ordinance No. 20-H-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SCHERTZ TO SUPERSEDE ORDINANCE 20-H-15; EXTENDING A DECLARATION OF LOCAL DISASTER; RESTRICTING CERTAIN ACTIVITIES; ESTABLISHING PENALTIES FOR VIOLATIONS. PROVIDING AN EFFECTIVE DATE AND DECLARING AN EMERGENCY; FIRST AND FINAL READING

WHEREAS, in December 2019 a novel coronavirus, now designated COVID-19, was detected in Wuhan City, Hubei Province, China. Symptoms of COVID-19 include fever, cough, and shortness of breath. Outcomes have ranged from mild to severe illness, and in some cases death; and

WHEREAS, on January 20, 2020, the World Health Organization (WHO) Director General declared the outbreak of COVID-19 as a Public Health Emergency of International Concern (PHEIC), advising countries to prepare for the containment, detection, isolation and case management, contact tracing and prevention of onward spread of the disease; and

WHEREAS, on March 13, 2020, President Trump declared a state of emergency due to COVID- 19; and

WHEREAS, President Trump has invoked the Stafford Act, which will allow state and local governments to access federal disaster relief funds; and

WHEREAS, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying that COVID-19 poses an imminent threat of disaster for counties in the state of Texas; and

WHEREAS, the Texas Department of State Health Services has now determined that, as of March 19, 2020, COVID- 19 represents a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, to date, there have been 48,693 confirmed positive cases in Texas; and

WHEREAS, the crisis that is now a pandemic has infected 4,805,430 people around the world resulting in 318,554 deaths, with 1,537,830 cases confirmed in the United States; and

WHEREAS, on March 31, 2020 Governor Abbott issued GA-14 superseding local authority invoked under Chapter 418 of the Government Code, and Chapter 81 and 122 of the Health and Safety Code where local order conflict with GA-14 or any previous order of the Governor related to the pandemic;

WHEREAS, also on April 17, 2020, Governor Abbott issued Executive Order GA-16 to replace Executive Order GA- 14, and while Executive Order GA- 16 generally continued through April 30, 2020, the same social-distancing restrictions and other obligations for Texans according to federal guidelines, it offered a safe, strategic first step to Open Texas, including permitting retail pick-up and delivery services; and

WHEREAS, Texas must continue to protect lives while restoring livelihoods, both of which can be achieved with the expert advice of medical professionals and business leaders and the continued gradual reopening of Texas pursuant to GA-18- GA-23 and subsequent orders of the Governor; and

WHEREAS, pursuant to the Texas Disaster Act of 1975, the Mayor is designated as the Emergency Management Director of the City of Schertz, and may exercise the powers granted by the governor on an appropriate local scale; and

WHEREAS, Ralph Gutierrez, the Mayor of the City of Schertz previously determined and declared that extraordinary and immediate measures must be taken to respond quickly, prevent and alleviate the suffering of people exposed to and those infected with the virus, as well as those that could potentially be impacted by COVID-19;

WHEREAS, a declaration of local disaster and public health emergency includes the ability to reduce the possibility of exposure to disease, control the risk, promote health, compel persons to undergo additional health measures that prevent or control the spread of disease, including isolation, surveillance, quarantine, or placement of persons under public health observation, including the provision of temporary housing or emergency shelters for persons misplaced or evacuated and request assistance from the governor of state resources.

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

- Section 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council.
- Section 2. That the local state of disaster and public health emergency originally declared by Mayor Ralph Gutierrez for the City of Schertz, Texas, pursuant to §418.108(a) of the Texas Government Code and renewed and extended to May 26, 2020 at 11:59 p.m. by City Council Ordinance 20-H-15 pursuant to §418.108(b) of the Government Code, including all rules and regulations, is hereby further amended and extended until the Disaster Declaration put in place by Governor Abbott for the State of Texas expires.
- Section 3. Pursuant to §418.108(c) of the Government Code, this declaration of a local state of disaster and public health emergency shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
- Section 4. Pursuant to §418.108(d) of the Government Code, this declaration of a local state of disaster and public health emergency activates the City of Schertz, Texas, emergency management plan.
- Section 5. All ordinances or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters herein except those portions deemed to conflict with any emergency orders of Governor Abbott.

- Section 6. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 7. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.
- Section 8. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, Texas Government Code, as amended.
- Section 9. Should Governor Abbott lift the statewide disaster declaration and orders now in place prior to the date of expiration stated herein, this ordinance shall no longer be subject to enforcement by the City and shall be repealed by the City Council at the first legally posted meeting thereafter.
- Section 10. Any peace officer or other person with lawful authority is further authorized to enforce the provisions of this Ordinance or the orders of the Governor in accordance with the authority granted under the Texas Disaster Act of 1975, as applicable, which allows a fine not to exceed \$1000.00 and confinement not to exceed 180 days pursuant to Government Code 418.173.
- Section 11. This Ordinance shall be in force and effect from its first and final passage, and any publication required by law.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ TEXAS
THIS ORDINANCE WAS PASSED, ON FIRST AND FINAL READING, THE 23rd DAY
OF JUNE 2020.**

CITY OF SCHERTZ, TEXAS

By: _____

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: February 2, 2021

Department: Engineering

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

Attachments

February 2021 Major Project Update

CITY COUNCIL MEMORANDUM

City Council Meeting: February 2, 2021

Department: City Manager

Subject: Update on Major Projects in Progress

Background

This is the monthly update on large capital projects that are in progress or in the planning process. This update is being provided so Council will be up to date on the progress of these large projects. If Council desires more information on any project or on projects not on this list, please reach out to staff and that information will be provided.

***NOTE:** Since only a short time has passed since the last memo, many projects do not have significant updates. This is an effort to get back on track with monthly updates provided with the agenda packet for the first meeting of each month.*

Facilities Projects

1. 27 Commercial Place Renovation

- Project Status: Design Phase
- Estimated Construction Start: Spring 2021
- Estimated Cost of Construction: \$1.65 million
- Project Update: Final design work continues. The 90% Design Plans and Estimate are complete. A review meeting with City Staff is scheduled for the week of February 1, 2021. Project is expected to bid February 2021.

2. Civic Center Kitchen Remodel

- Project Status: Phase 1 is complete, Phase 2 is under construction
- Construction Start: October 2020
- Estimated Completion: March 2021
- Estimated Project Cost: \$168,000
- Project Update: Phase 1 is the Grand Ballroom Kitchen. Phase 1 is complete. The City Staff are coordinating construction around Civic Center reservations. Phase 2 is the Blue Bonnet Kitchen and is scheduled to start on 2-1-21.
- The production schedule was effected by COVID when the site superintendent had to quarantine.

3. Emergency Services Restroom Remodel Project

- Project Status: Phase 1 and 2 are complete, Phase 3 is under construction
- Construction Start: August 2020
- Estimated Completion: March 2021

- Cost of Construction (All Phases): \$224,075.00
- Project Update: Fire Station 1, Phase 1, and Police Station, Phase 2, are complete. Phase 3 of the project will be EMS Station 1 and started construction on 1-27-21
- The production schedule was effected by COVID when the contractor shut down operations

Streets Projects

1. Westchester Sidewalk Phase II (Valley Forge to Gettysburg Drive)

- Project Status: Project Complete
- Start: October 2020
- Estimated Completion: January 2021
- Cost of Construction: \$49,492.00
- Project Update: C-3 Environmental has completed all work on this project. The project will be removed from future Council updates.

2. Curtiss Avenue Sidewalk

- Project Status: Closeout Phase
- Estimated Start: October 2020
- Estimated Completion: January 2021
- Cost of Construction: \$314,289.00
- Project Update: C-3 Environmental has installed all of the new sidewalk between Schertz Parkway and Westchester. City Staff has completed a punch walk of the entire project and C-3 will be working on addressing those items in late January and early February.

Drainage Projects

1. Castle Hills Channel, Colony Drive Channel, Osage Avenue Channel

- Project Status: Under Construction
- Start: November 2020
- Estimated Completion: Spring 2021
- Cost of Construction: \$378,425.15 (NTE \$416,267.68)
- Project Update: No change from previous update. C-3 Environmental has completed the Colony Drive Channel. C-3 is approximately 90% complete with the Castle Hills Channel. The Castle Hills Channel is expected to be complete by the end of January and then C-3 will begin the Osage Avenue Channel.

2. Savannah Pond, Westchester Channel, Arroyo Verde

- Project Status: Design Phase
- Consultant: Ford Engineering
- Estimated Construction Start: Spring 2021
- Project Update: Design is 90% complete on the project. City Staff has provided comments to the design consultant. The project is expected to be advertised for bid in the next two months.

3. Fire Station #2 Channel Improvements

- Project Status: Design Phase Complete
- Consultant: Ford Engineering

- Estimated Construction Start: February 2021
- Project Update: Design and the contract documents are complete on the project. The project is expected to being advertised for bid currently with contract award following in March 2021.

Water Projects

1. FM 1103 Utility Relocation Project Phase I

- Project Status: Closeout Phase
- Construction Start: August 2019
- Construction Completion: Fall 2020
- Cost of Construction: \$964,424.12
- Project Update: No change from last update. The contractor is working on the punch list items. City Staff is working on verifying those items are complete in order to finalize the project.

2. FM 1103 Utility Relocation Project Phase II

- Project Status: Closeout Phase
- Construction Start: September 2020
- Construction Completion: November 2020
- Cost of Construction: \$130,283.75 (NTE: \$143,312.00)
- Project Update: No change from last update. M&C Fonseca began work in the middle of September and substantially completed the work in late October. A punch list was generated and the contractor has completed those items and is awaiting final acceptance.

3. E. Live Oak Pump Additions Project

- Project Status: Under Construction
- Construction Start: April 2020
- Construction Completion: Winter 2021
- Cost of Construction: \$1,560,000.00
- Project Update: The contractor installed the two new pumps and motors in December. The contractor also installed the new generator and continued to do the final electrical work. Startup of the pumps is expected to take place in early February. The project is expected to be completed in Winter 2021.

Engineering Projects

1. 2018 Street Preservation and Maintenance Reconstruction Project

- Project Status: Substantially Complete
- Construction Start: January 2020
- Construction Completion: Summer 2020
- Cost of Construction: \$1,501,199
- Project Update: No change from last report. Geotechnical testing has been performed in the damaged concrete panel areas. A bid package for repairing the damaged concrete panels has been prepared and advertising for bids began on

January 13th. The bid opening is scheduled for February 11th and contract award is scheduled for February 23rd. Once the panels have been repaired, the pavement grinding will be scheduled as soon as possible.



2. 2018 Street Preservation and Maintenance Rehabilitation Project

- Project Status: Fully Complete
- Construction Start: April 2020
- Construction Completion: Summer 2020
- Cost of Construction: \$2,611,348.00
- Project Update: No change from the last update. The project is fully complete.

3. 2018 Street Preservation and Maintenance Resurfacing Project

- Project Status: Under Construction
- Construction Start: March 2020
- Construction Completion: Summer 2020
- Cost of Construction: \$791,174.34
- Project Update: Based on the direction received from Council during the January 26th workshop, Staff is arranging for the first round of “improved sweeping” of the chip sealed areas. The contractor has been directed to begin the sweeping effort in the Estates at Wilson’s preserve.

4. Cibolo Valley Drive Expansion Project

- Project Status: Under Construction
- Construction Start: May 2020
- Construction Completion: Summer 2021
- Cost of Construction: \$4,806,762 total (\$1,300,000 City of Schertz Contribution)

- Project Update: The storm drain installation on the east side is expected to be complete by the end of the week. The recent rainy weather has caused some delay in the construction efforts. There have also been some delay due to waiting for some of the utilities to be relocated on the east side of the street. The utility relocations are also expected to be complete by the end of the week. Overall, it is anticipated that the completion date for the project has been pushed back by about a month. Cement stabilization of the east side should begin mid-February. All of the traffic signal equipment is now on hand. Traffic signal installation work is being scheduled.

5. Cherry Tree Rehabilitation Project

- Project Status: Bidding complete
- Consultant: Ford Engineering
- Project Start Date: November 2020
- Project Completion Date: December 2020
- Total Project Cost: \$273,193.80 (NTE amount \$300,600)
- Project Update: The project is nearly fully complete. The contractor has a couple of punch list items to complete. Full completion is expected by the end of the week.

6. Elbel Road Storm Drain and Paving

- Project Status: Design
- Consultant: Ford Engineering
- Project Start Date: August 2020
- Project Completion Date: Summer 2021
- Total Project Cost: \$1,341,000
- Project Update: The original design has been completed. Council approved the professional services contract amendment during the January 26th meeting. Ford Engineering has begun work on the traffic signal design for the Westchester intersection.

7. 2020 Street Preservation and Maintenance (Resurfacing) Project

- Project Status: Design
- Consultant: Kimley-Horn & Associates
- Project Update: Based on the January 26th Workshop discussion, Staff has provided Kimley-Horn with direction to complete the project design. The project will include specifying slurry seal instead of chip seal for the resurfacing. The contract will also include applying a slurry seal first to the Estates at Wilson's Preserve and a couple of the 2020 streets for further evaluation.

8. Tri-County Parkway Reconstruction Project

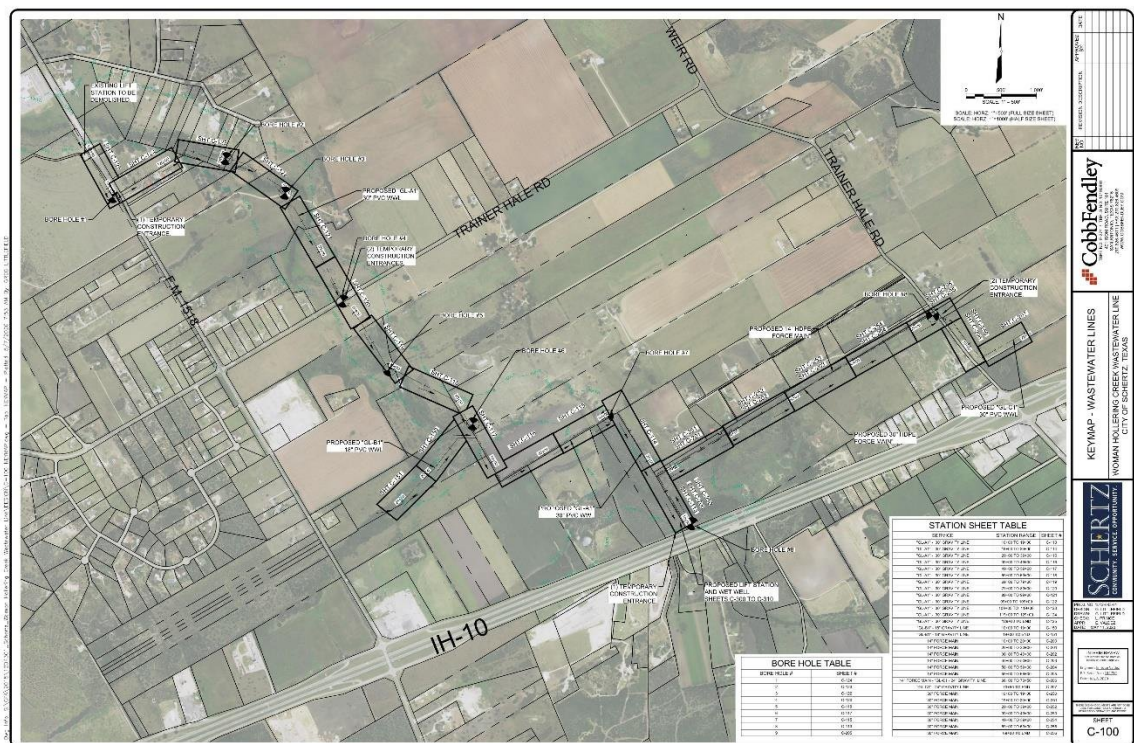
- Project Status: Design
- Consultant: Halff Associates
- Project Update: Design work has continued for the project. Staff is working with EDC to set up some initial public meetings to present phasing options and get feedback from the businesses in the project area. These public meetings will be conducted virtually. Based on initial feedback from TXDOT concerning the proposed FM 3009/Tri-County Parkway intersection, Staff is doing some additional research and the intersection design is being modified.

9. Corbett Elevated Water Storage Tank

- Project Status: Closeout Phase
- Construction Start: March 2019
- Construction Completion: Fall 2020
- Cost of Construction: \$4,682,000.00
- Project Update: No change from the last update. The tank continues to operate on the system as designed. The contractor continues to finalize items on the site and complete punch list items.

10. Woman Hollering Creek Wastewater Interceptor Main and Lift Station

- Project Status: Design
- Consultant: Cobb, Fendley & Associates, Inc.
- Estimated Construction Start: Winter 2021
- Estimated Cost of Construction: \$12 million
- Project Update: City Staff is working with consultant (CobbFendley) to prepare bid documents. Site Plan submittal is imminent. The project is expected to be advertised for bid in February 2021.



11. Pedestrian Routes and Bike Lanes Project

- Project Status: Bidding Complete
- Estimated Construction Start: Spring 2021
- Estimated Cost of Construction: \$1.3 million
- Project Update: Staff is coordinating with TXDOT and the contractor to get the necessary project and reporting forms completed so the pre-construction meeting can be held. Staff is also setting up a formal property acquisition closing for the

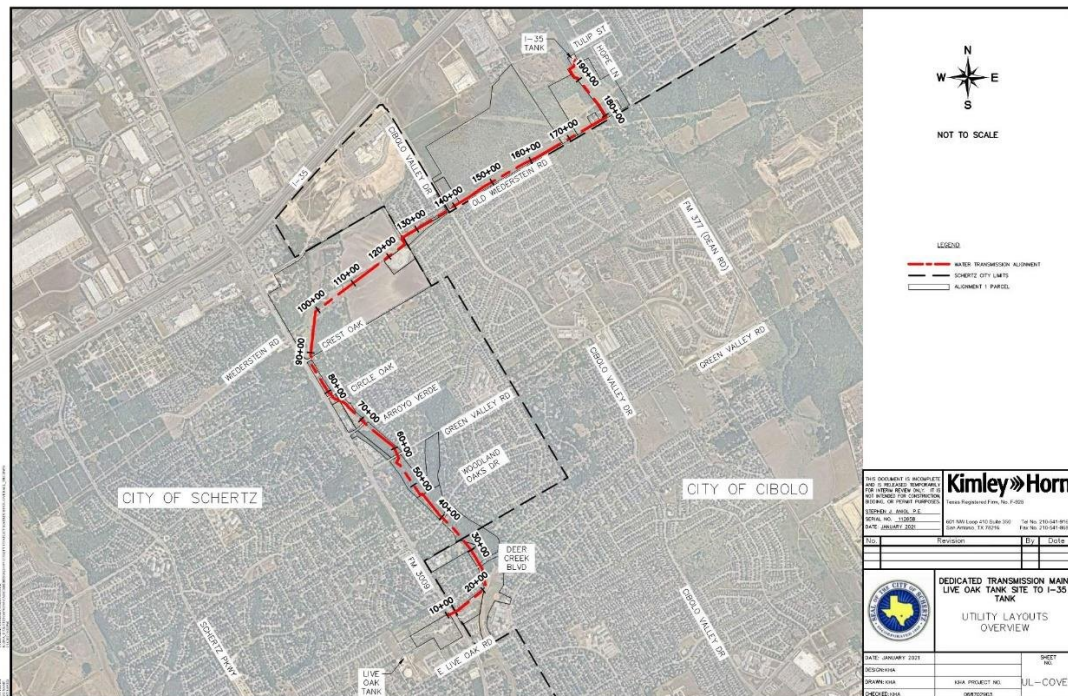
needed right-of-way at the FM3009/Live Oak intersection with the property owner. The right-of-way acquisition will not impact construction starting.

12. Water and Wastewater Master Plan Update and Impact Fee Study

- Project Status: Study
- Consultant: Lockwood, Andrews, and Newnam, Inc.
- Project Start Date: December 2019
- Project Completion Date: TBD 2021
- Total Project Cost: \$467,280 (NTE \$500,000)
- Project Update: No change from January update. Consultant is finalizing the existing system evaluation technical memorandums. Completion of the future conditions evaluation is tentatively scheduled for March and the Master Plan report is expected to be submitted in April. The Impact Fee update of this project will follow that and the schedule will be set by how well the statutorily required meetings with various groups can be coordinated with Board, Committee, and Council meeting. Staff will meet with LAN later this month to continue coordination of the project.

13. 16" Dedicated Transmission Main Phase I

Overall project intent is the construction of a 16" dedicated water transmission main to connect the Live Oak water storage facility to the IH 35 storage tank. Phase 1 of the project includes a route study, land acquisition coordination, and preliminary design of the main.



- Project Status: Study
- Consultant: Kimley-Horn & Associates
- Project Start Date: August 2020
- Project Completion Date: Spring 2021
- Project Cost (Phase I Study): \$267,848 (NTE \$294,000)

- Project Update: Right of entry forms continue to be received by effected property owners in order to obtain more detailed field analysis for the preferred alignment. This week City Staff will participate in the second workshop with Kimley Horn to review preliminary design tasks. Coordination with the Parks Department for a future trail will continue.

14. Stormwater Control Inventory and City Operations Assessment

The work of this project is an action included in the City's Stormwater Management Plan (Plan). The Plan is the blueprint of activities needed to comply with the City's Texas Commission on Environmental Quality (TCEQ) Texas Pollutant Discharge Elimination System (TPDES) General Permit required by virtue of the City's classification as a Municipal Separate Storm Sewer System (MS4).

This project specifically consists of development of an inventory of City facility stormwater controls and an assessment of city operations as related to stormwater control and quality.

- Project Status: Study
- Consultant: Utility Engineering Group, PLLC
- Project Start Date: July 2020
- Project Completion Date: Spring 2021
- Total Project Cost: \$35,000
- Project Update: City staff has provided comments of consultant-provided list of City sites proposed for visits. Consultant is working on scheduling visits to facilities.

15. Riata Lift Station Relocation (Design Phase)

Overall project intent is to relocate the Riata Lift Station ahead of TxDOT's IH-35 NEX Project to remove it from conflict with the proposed improvements. The design phase will identify a new site for the lift station, design the new lift station, and design the abandonment of the existing lift station.

- Project Status: Design Phase
- Consultant: Utility Engineering Group, PLLC (UEG)
- Project Start Date: August 2020
- Expected Project Completion Date: Spring 2021
- Total Project Cost: \$129,795 (NTE \$143,000)
- Project Update: UEG has provided 60% plans, report, cost estimate, and specifications. The design is currently under review by Engineering and Public Works.

16. Aviation Heights Water Main Construction Phases 5, 6, and 7 (Design Phase)

Overall project intent is the construction of an 8" water main within the Aviation Heights area along Aero Avenue, Brooks Avenue, Winburn Avenue, Mitchell Avenue, and Aviation Avenue.

- Project Status: Design Phase
- Consultant: Ford Engineering
- Project Start Date: October 2020
- Expected Project Completion Date: Summer 2021
- Total Project Cost: \$113,135 (NTE \$125,000)

- Project Update: No change since last report. Ford Engineering provided final construction plans for City review. Bidding schedule is pending.

TxDOT Roadway Projects

1. FM 1103 Improvement Project

No change from January update. Utility relocations continue (including electric and communications). Delays in the relocation of other utilities has caused further rescheduling of the target let date for a construction contract from January 2021 to July 2021.

2. FM 1518 Improvement Project

No change from the December update. TxDOT is in the Plans, Specs, and Estimates (PS&E) stage of the project. At this time, a consultant for TxDOT has prepared 30% construction plans and is working toward 60% complete plans. TxDOT continues acquiring property needed as right of way for the expansion project. As parcels are acquired, TxDOT contractors are physically clearing the right of way in preparation for final surveying and design. TxDOT has not yet acquired parcels needed from JBSA-Randolph. That process is proceeding, however slowly. Because of delays with that acquisition and increased costs, the project may be split into segments. Staff will meet with TxDOT in early February to receive an update regarding that plan. At least a portion of the project is still currently scheduled for letting in September 2022; construction may begin as early as January 2023.

3. I-35 Operational Improvements Project (FM 2252 to Schwab Road)

No change from January update. Contractor continues work on retaining walls, grading of ditches and swales, placing electrical components, repair of frontage road failures, and placement of new curb, sidewalk, and riprap. Estimated final cost of the project is \$25.5 million. The current schedule includes an expectation of substantial completion in Summer 2021.

4. I-35 NEX (I-410 South to FM 1103)

No change from January update. TxDOT is acquiring needed right of way and carrying out demolition activities as property is acquired.

A full description of the project to expand I-35 from I 410 South to FM 1103 can be found by searching keywords "I-35 from I-410" at TxDOT.gov. Schematic exhibits of the proposed improvements are available on that website. Public Works and Engineering staff are participating in utility coordination meetings with TxDOT and its contractors regarding relocations that may need to take place in advance of or in conjunction with the roadway construction. Construction is expected to begin in spring 2021 and take 4 to 5 years to complete. The portion of the I-35 NEX project from the Cibolo Creek to its termination at FM 1103 has a cost of \$621 million.

5. IH-10 Graytown Road to Guadalupe County Line

Construction activities have begun on the IH-10 expansion project. Traffic controls have been placed and work has begun on the transition of the access roads from two-way to one-way. More information on this \$157 million project with a construction timeline of 53 months will be provided in the March update.

Planning and Community Development Projects

1. CityView Permitting and Development Software

City Staff has continued to meet with CityView since the last update to discuss existing City software program integration. The data collections for all City View Modules is complete and has been submitted to CityView for configuration. The Code Enforcement Module has been configured and City Staff has been validating (verify configuration) of the module. CityView is preparing the project scope document for the planning and permitting/inspections module for approval by all parties. Once the scope document is executed CityView will start the configuration of all the software components. When the configuration is complete by CityView and the software is validated (tested) by City Staff, we move to end user staff training and then go live. A proposed timeline to go-live with the software will be determined once configuration and validation of modules have been completed.

- Total Project Cost: \$523,766.00
- Project Start Date: June 2018
- Project Completion Date: TBD - 2021