# CITY COUNCIL
# AGENDA ITEM REQUEST FORM

**MEETING DATE:** November 12, 2020

**AGENDA PLACEMENT:**

- ☐ **PUBLIC HEARING**
- ☐ **RECOGNITION**
- ☐ **UNFINISHED BUSINESS**
- ☐ **CONSENT**
- ☒ **INDIVIDUAL**
- ☐ **CLOSED**

**CAPTION:**

Discussion of and action on a Resolution of the City Council of the City of Helotes, Texas approving an Animal Care Services Agreement between the City of Helotes and Helotes Humane Society for a five (5) year period commencing on November 13, 2020 and terminating on November 12, 2025. (Staff)

**EXECUTIVE SUMMARY:**

On November 12, 2015, Council passed Resolution No. 333, approving the existing Animal Care Services Agreement with Helotes Humane Society for a five (5) year term beginning on November 12, 2015 and ending on November 12, 2020.

The City has contracted with the Humane Society for animal control services, primarily adoption services, since 2015. Staff is satisfied with the Humane Society's performance to date.

**FINANCIAL IMPACT:**

Under the existing Agreement, the below, originally approved animal intake fees remained unchanged for (five) 5 years. In the new Agreement, a $15.00 flat fee increase is proposed across the board for animal intake.

| Animal Intake | Existing Agreement | New Agreement |
|---|---|---|
| Cats / Kittens | $96.00 | $111.00 |
| Puppies under 4 months | $102.00 | $117.00 |
| Dogs under 80 pounds | $120.00 | $135.00 |
| Dogs over 81 pounds | $125.00 | $140.00 |

**ATTACHMENTS:**

Attachment A – Helotes Humane Society Executive Director Letter
Attachment B – Resolution and Agreement

**PREPARED BY:** Dustin Blaschke, Animal Control / Code Enforcement Officer

**DATE SUBMITTED:** October 20, 2020

**Helotes Humane Society**
"A Home For Every One"
P.O. Box 908 Helotes, TX 78023
http://www.hhsanimals.org
Ph. 210-422-6242
info@hhsanimals.org

October 1, 2020

Helotes City Council,

The Helotes Humane Society's contract with the City of Helotes expires in November 2020 and has been in place since November 2015. This contract currently pays the Helotes Humane Society the following amounts for animals we take from Helotes Animal Control:

Cats/Kittens - $96
Puppies under 4 months - $102
Dogs under 80 lbs - $120
Dogs over 81 lbs - $125

The Helotes Humane Society would be happy to renew our contract with the City of Helotes as we feel it has been a beneficial arrangement for both parties. However, based on our current costs, we would have to ask for the following fee structure to be put in place:

Cats/Kittens - $111
Puppies under 4 months - $117
Dogs under 80 lbs - $135
Dogs over 81 lbs - $140

If you have any questions please contact me at either 210-693-8564 or by email at: ed@hhsanimals.org.

Respectfully,

Allan McKay
Executive Director
Helotes Humane Society

**RESOLUTION NO. 20-____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HELOTES, TEXAS APPROVING THE TERMS OF AN AGREEMENT BETWEEN THE CITY OF HELOTES AND THE HELOTES HUMANE SOCIETY FOR THE PROVISION OF ANIMAL CARE SERVICES TO THE CITY; DECLARING A PUBLIC PURPOSE; DIRECTING THAT PUBLIC FUNDS BE EXPENDED FOR SAID SERVICES; AUTHORIZING THE MAYOR TO EXECUTE SAID CONTRACT AND AUTHORIZING THE CITY ADMINISTRATOR TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION; INCORPORATING RECITALS; PROVIDING FOR SEVERABILITY; AND ADOPTING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Helotes ("CITY") has certain municipal funds designated in the CITY budget and authorized under Texas law for Helotes Humane Society ("GRANTEE") to provide Animal Control services to the CITY ; and

**WHEREAS**, GRANTEE provides services to the citizens of the CITY in the form of animal control, shelter, and adoption services, and the CITY desires to provide municipal funds from its General and Operating Fund to assist in providing payment for these services to its citizens; and

**WHEREAS**, CITY has designated Funds in its recently approved budget for distribution to GRANTEE for the purposes of animal control services; and

**WHEREAS**, the CITY has determined that the expenditure of these funds will benefit the public; and

**WHEREAS**, GRANTEE hereby accepts the funding offered by CITY as well as the responsibilities and duties necessary to fully implement the program as described below.

**NOW, THEREFORE**, the Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

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

**Section One.** The Contract between the City of Helotes, Texas and the Helotes Humane Society, attached hereto as Exhibit A, is hereby approved for five years, beginning November 13, 2020 and expiring on November 12, 2025.

**Section Two.** The City Council approves the expenditure pursuant to the Contract and approves the expenditure of these funds to benefit the public.

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**Section Three.** The City Council finds all of the above recitals to be true and correct and incorporates the same in this Resolution as findings of fact.

**Section Four.** If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be unconstitutional or illegal, such decision shall not affect the validity of the remaining sections of this Resolution. The City Council hereby declares that it would have passed this Resolution, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared void.

**Section Five.** This Resolution shall be effective on November 13, 2020.

**PASSED AND APPROVED** this 12th day of November 2020.

_____
Thomas A. Schoolcraft, Mayor
City of Helotes, Texas

**ATTEST:**

_____
Celina Perez, City Secretary
City of Helotes, Texas

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**EXHIBIT A**

**STATE OF TEXAS** §

**ANIMAL CARE SERVICES AGREEMENT**

§

**COUNTY OF BEXAR** §

This CONTRACT is hereby made and entered into by and between the **CITY OF HELOTES** (hereinafter referred to as "CITY"), a Texas municipal corporation, acting by and through its Mayor pursuant to Resolution No. _____ dated November 12, 2020, and the **Helotes Humane Society**, (hereinafter referred to as "GRANTEE"), and collectively referred to herein as the "PARTIES".

## 1. TERM AND TERMINATION

1.01 This CONTRACT shall continue in full force and effect for a five year term, beginning November 13, 2020 and expiring on November 12, 2025 ("Term") for the public purposes as more particularly identified in Section 6.01. Until such time as the CITY declines or is unable to provide funding in its municipal budget for such services; the CONTRACT may be renewed beyond its original Term annually upon the approval of the CITY if funds for the services to be provided are allocated and approved in the municipal budget for the proximate fiscal year.

1.02 The CITY or GRANTEE may at any time after the execution of the CONTRACT, and at its sole discretion, terminate its obligations specified and contained herein upon the provision of sixty (60) days written notice to the other Party. The Parties may also terminate this Agreement at any time by mutual written consent.

## 2. GENERAL RESPONSIBILITIES

2.01 Provided GRANTEE receives the funding described in Section 6.01, GRANTEE hereby accepts full responsibility for the performance of all services and activities described in this CONTRACT to fully provide the services or undertake the required performances outlined herein. The funds provided for by this CONTRACT shall only be used for work directly related to animal control, shelter, and adoption services and shall be strictly utilized according to the terms hereof.

2.02 Unless written notification by GRANTEE to the contrary is received and approved by CITY, the EXECUTIVE DIRECTOR of the HUMANE SOCIETY shall be GRANTEE's designated representative responsible for the management of this CONTRACT.

2.03 The CITY ADMINISTRATOR of the CITY or his/her designee is responsible for the administration of this CONTRACT on behalf of CITY.

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2.04 Communications between CITY and GRANTEE shall be directed to the designated representatives of each as set forth in paragraphs numbered 2.02 and 2.03 hereinabove.

## 3. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.01 GRANTEE warrants and represents that it will operate the shelter in accordance with the terms of this Agreement, to "industry best practice" standards and comply with all Federal, State and Local laws and regulations and will use all reasonable efforts to ensure said compliance by any and all contractors and subcontractors that may work in providing the services, or undertaking any act contemplated herein.

## 4. LEGAL AUTHORITY

4.01 GRANTEE represents, warrants, assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this CONTRACT and to perform the responsibilities herein required; and that the failure to possess such legal authority shall serve as a basis to terminate the CONTRACT and for CITY to demand reimbursement of all public monies expended herein.

4.02 The signer of this CONTRACT for GRANTEE represents, warrants, assures and guarantees that he has full legal authority to execute this CONTRACT on behalf of GRANTEE and to bind GRANTEE to all terms, performances and provisions herein contained.

## 5. PERFORMANCE BY GRANTEE

5.01 GRANTEE, in accordance and compliance with the terms, provisions and requirements of this CONTRACT, shall oversee, manage, perform and provide all of the activities and services necessary to comply with the requirements specified herein, including, but not limited to, the reservation of two (2) kennels at all times for use by the City's Animal Control Department. The GRANTEE will not accept from the City surrendered animals involved in bite cases or those deemed vicious by the GRANTEE. The GRANTEE may not accept, at its discretion, senior or medically-ill surrendered animals.

5.02 GRANTEE, will provide the care and treatment necessary to ensure that animals impounded are provided with humane and appropriate levels of care, including, but not limited to, a clean environment, fresh water, adequate and species appropriate nutrition and appropriate medical/veterinary care (in accordance with all applicable State and Local laws) including vaccination upon intake.

5.03 GRANTEE, will provide that all dogs and cats shall be examined, treated for parasites and vaccinated against the common infectious diseases of dogs and cats. All dogs and cats, except those animals visibly ill or under quarantine, shall be vaccinated as soon as possible but under no circumstances to exceed two (2) hours of the time of impoundment. The GRANTEE shall maintain vaccination and parasite control protocol.

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5.04 GRANTEE, will ensure that any animal in custody to be redeemed by the animal's owner shall be checked for registration prior to redemption. Any unregistered dog or cat must be registered prior to being returned to animal's owner.

5.05 GRANTEE, will ensure that only acceptable method of euthanasia of a dog or cat in the custody of GRANTEE shall be the administering of sodium pentobarbital in accordance with the recommendations and procedures currently approved by the American Veterinary Medical Association. All persons performing euthanasia shall be trained in accordance to the State of Texas Euthanasia Protocol. GRANTEE at its own expense may use a licensed veterinarian for this procedure.

## 6. FUNDING AND ASSISTANCE BY CITY

6.01 In consideration of GRANTEE's performance of all services and activities set forth in this CONTRACT which will serve the public purpose authorized by the City of HELOTES, CITY agrees to provide GRANTEE a flat fee for the following:

- Cats and kittens, $111.00 per animal surrendered;
- Puppies (4 months of age and under), $117.00 per animal surrendered;
- Dogs (4 months of age and over and 80 lbs. in weight and under), $135.00 per animal surrendered; and
- Dogs (4 months of age and over and 81 lbs. in weight and over), $140.00 per animal surrendered.

Payment shall be made to GRANTEE after the City's receipt of monthly invoicing detailing the prior month's billings. The City shall have thirty (30) days from the receipt of an approved invoice to make payment to the GRANTEE.

6.02 CITY shall not be obligated nor liable under this CONTRACT to any party, other than GRANTEE, for payment of any monies or provision of any goods or services.

6.03 It is expressly understood by GRANTEE that this CONTRACT in no way obligates CITY's general fund monies or any other monies or credits of CITY.

6.04 It is expressly understood by GRANTEE, that all monies provided to the GRANTEE may be used only for the public purpose(s) herein authorized, and may not be used for any other purpose without the written consent of the CITY.

6.05 Annually, ninety (90) days prior to CONTRACT anniversary (November 13th), the GRANTEE shall review and propose modifications, if necessary, to the fee schedule itemized under Section 6.01 hereof. City shall have thirty (30) days to either accept, propose amendment or reject proposed fee schedule.

## 7. RECEIPT, DISBURSEMENT AND ACCOUNT OF FUNDS BY GRANTEE

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7.01 GRANTEE understands and agrees that it shall maintain an accounting for the receipt and disbursement of all funds received pursuant to this CONTRACT and further agrees that all checks and withdrawals shall have itemized documentation in support thereof pertaining to the use of CITY funds provided under this CONTRACT.

7.02 GRANTEE agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of any funds received pursuant to this CONTRACT. GRANTEE further agrees:

(A) That maintenance of said records shall be in compliance with all terms, provisions and requirements of this CONTRACT and with all generally accepted accounting practices; and

(B) That GRANTEE's record system shall contain sufficient documentation to provide in detail full support and justification for all expenditures.

7.03 GRANTEE agrees to retain all books, records, documents, reports, written accounting policies and procedures and all other relevant materials (hereinafter "records") pertaining to activities pertinent to this CONTRACT for a minimum of four (4) years from the completion of TERM provided for herein.

7.04 CITY agrees to provide GRANTEE written notice regarding any expenditures the CITY reasonably determines to be outside the permissible parameters of this CONTRACT. Said notice will provide GRANTEE thirty (30) days from receipt of said notice to cure the deficiency or refund to CITY any sum of money paid by CITY to GRANTEE determined to:

(A) have not been spent by GRANTEE strictly in accordance with the terms of this CONTRACT; or

(B) not be supported by adequate documentation to fully justify the expenditure.

7.05 Upon termination of this CONTRACT, should any expense or charge be subsequently disallowed or disapproved using the same criteria as set out in section 7.04 above as a result of any auditing or monitoring by CITY, GRANTEE shall refund the disallowed or disapproved amount to CITY within thirty (30) working days of CITY's written request therefore.

## 8. ALLOWABLE EXPENDITURES AND OWNERSHIP OF PROPERTY

8.01 Expenditures of the funds provided under this CONTRACT shall only be allowed if incurred directly and specifically in the performance of and in compliance with this CONTRACT and all applicable City, state and federal laws, regulations and/or ordinances.

8.02 The following shall not be considered allowable costs under this CONTRACT, except that the CITY may approve such costs in advance in writing in special circumstances:

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- Personnel costs, salaries, or wages paid directly by GRANTEE, except those directly related to the project;
- Out of town travel, except travel directly related to the project;
- Costs or fees for consultant and/or professional services, except for those directly related to the project;
- Costs or fees associated with attendance at meetings, seminars or conferences, except those directly related to the project; and
- Legal fees, except those directly related to the project.

## 9. FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

9.01 GRANTEE further represents and warrants that:

(A) All information, data or reports heretofore or hereafter provided to CITY is, shall be and shall remain complete and accurate as of the date shown on the information, data or report, and that since said date shown, shall not have undergone any significant change without written notice to CITY.

(B) It is financially stable and capable of fulfilling its obligations under this CONTRACT and that GRANTEE shall provide CITY immediate written notice of any adverse material change in the financial condition of GRANTEE that may materially and adversely effect its obligations hereunder.

(C) No litigation or proceedings are presently pending or to GRANTEE's knowledge, threatened against GRANTEE.

9.02 GRANTEE agrees to use its best efforts to work with other organizations to encourage cost sharing and coordination of services to reduce overall expenses in conjunction with the provision of services to the public as provided for herein, and shall reasonably inform the CITY of its efforts as they occur.

## 10. ACCESSIBILITY OF RECORDS

10.01 At any reasonable time and as often as CITY may deem necessary, upon three (3) days written notice, GRANTEE shall make all of its records pertaining to this CONTRACT available to CITY or any of its authorized representatives, and shall permit CITY or any of its authorized representatives to audit, examine, and make excerpts and/or copies of same.

10.02 GRANTEE agrees and represents that it will cooperate with CITY, at no charge to the CITY, to satisfy, to the extent required by law, any and all requests for information received by CITY under the Texas Public Information Act or related laws pertaining to this CONTRACT.

## 11. MONITORING AND EVALUATION

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11.01 GRANTEE agrees that CITY may carry out reasonable monitoring, evaluation and audit activities so as to ensure compliance by GRANTEE with this CONTRACT and with all other laws, regulations and ordinances related to the performance hereof.

## 12. INDEMNITY

12.01 **GRANTEE covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal bodily injury, death and property damage, made upon the city, directly or indirectly arising out of, resulting from or related to GRANTEE'S activities under this CONTRACT, including any acts or omissions of GRANTEE, any agent, officer, director, representative, employee, consultant or subcontractor of GRANTEE, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this CONTRACT, all without, however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. GRANTEE shall promptly advise the CITY in writing of any claim or demand against the CITY or GRANTEE known to the GRANTEE related to or arising out of GRANTEE'S activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at GRANTEE'S cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving GRANTEE of any of its obligations under this paragraph**.

## 13. NONDISCRIMINATION

13.01 GRANTEE covenants that it, or agents, employees or anyone under its control, will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin, disability or familial status, in the use of public funds provided for herein, which said discrimination GRANTEE acknowledges is prohibited.

## 14. CONFLICT OF INTEREST

14.01 GRANTEE covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the provision of services, or the performance of any act under this CONTRACT.

14.02 No member of CITY's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this CONTRACT shall:

(A) Participate in any decision relating to this CONTRACT that may affect his or her personal financial interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect financial interest;

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(B) Have any direct or indirect interest in this CONTRACT or the proceeds thereof.

## 15. DISPUTE RESOLUTION

15.01 The Parties intend that any issues related to GRANTEE'S operations under this Agreement, be resolved at the lowest possible level. Toward that end, the Parties agree to attempt in good faith to mutually resolve disputes at a staff level in the first instance. If unresolved, the dispute will be moved to the City Administrator's office. If still unresolved, the Helotes City Council and the GRANTEE shall become involved to mutually resolve the dispute. If, at this level, the Parties are still unable to reach resolution, then the Parties may mutually agree to submit the issue in controversy to mediation using the services of a mutually agreed upon mediator. Any costs for mediation shall be borne equally by the Parties. If the Parties are unable to reach resolution through mediation, the Parties shall then be free to exercise their respective rights under this Agreement through whatever means are available under law. That may include, but is not limited to, enforcement or termination of the Agreement.

## 16. RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

16.01 All finished or unfinished reports, documents, data, studies, surveys, charts, drawings, maps, models, photographs, designs, plans, schedules, press releases, media presentations or other appended documentation to any proposal or contract, and any responses, inquiries, correspondence and related material submitted by GRANTEE, shall, upon receipt, become the property of CITY.

## 17. CONTRACTING

17.01 As applicable, any work or services contracted for hereunder shall be contracted only by written contract or agreement and, unless CITY grants specific waiver in writing, shall be subject by its terms to each and every provision of this CONTRACT. Compliance by contractors with this CONTRACT shall be the responsibility of the GRANTEE. GRANTEE is responsible to ensure that all permits required for the activities under this CONTRACT are obtained, and that as applicable, state competitive bidding requirements are complied with in the letting of contracts for work, goods, or services provided for or required herein.

17.02 CITY shall in no event be obligated to any third party, including any sub-contractor of GRANTEE, for performance of or payment for work or services; and nothing contained herein shall ever be construed as creating a partnership, agency, joint enterprise, or business affiliation of any type between the PARTIES.

## 18. CHANGES AND AMENDMENTS

18.01 Except when the terms of this CONTRACT expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall only be by amendment in writing executed by both CITY and GRANTEE under authority granted by formal action of the Parties' respective governing bodies.

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18.02 It is understood and agreed by the Parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this CONTRACT and that any such changes shall be automatically incorporated into this CONTRACT without written amendment hereto, and shall become a part hereof, as of the effective date of the rule, regulation or law.

**19. ASSIGNMENTS**

19.01 GRANTEE shall not transfer, pledge, or otherwise assign this CONTRACT, any interest in and to same, or any claim arising thereunder, without first procuring the written approval of CITY. Any attempt at transfer, pledge or other assignment shall be void *ab initio* and shall confer no rights upon any assignee or third person.

**20. SEVERABILITY OF PROVISIONS**

20.01 If any clause or provision of this CONTRACT is held invalid, illegal or unenforceable under present or future federal, state or local laws, including, but not limited to, the City Code, or ordinances of the City of HELOTES, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this CONTRACT shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this CONTRACT that is invalid, illegal, or unenforceable, there be added as a part of the CONTRACT a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

**21. ENTIRE AGREEMENT**

21.01 This CONTRACT constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind the Parties hereto unless same be in writing, dated subsequent to the date hereof, and duly executed by the Parties.

**22. NOTICES**

22.01 For purposes of this CONTRACT, all official communications and notices among the Parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY: City Administrator
City of Helotes
P.O. Box 507
Helotes, Texas 78023

GRANTEE: Executive Director

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Helotes Humane Society
P.O. Box 908
Helotes, TX 78023

Notice of change of address by either Party must be made in writing and mailed to the other Party's last known address within five (5) business days of such change.

**23. TEXAS LAW TO APPLY**

23.01 This CONTRACT shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in BEXAR County, Texas.

**24. CAPTIONS**

24.01 The captions contained in this CONTRACT are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this CONTRACT.

**25. EFFECTIVE DATE**

25.01 The CONTRACT shall become effective immediately upon the execution of the PARTIES.

**EXECUTED IN DUPLICATE ORIGINALS,** each of which shall have the full force and effect of an original this the 12th day of November 2020.

**CITY OF HELOTES**
**GRANTOR**

By:_____
Thomas A. Schoolcraft, Mayor

**HELOTES HUMANE SOCIETY**
**GRANTEE**

By:_____
Allen McKay, Executive Director

**ATTEST:**

_____
Celina Perez, City Secretary

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# CITY COUNCIL
# AGENDA ITEM REQUEST FORM

**MEETING DATE:** November 12, 2020

**AGENDA PLACEMENT:**

- ☐ **PUBLIC HEARING**
- ☐ **RECOGNITION**
- ☐ **UNFINISHED BUSINESS**
- ☐ **CONSENT**
- ☒ **INDIVIDUAL**
- ☐ **CLOSED**

**CAPTION:**

Discussion of and action on amendments to the City of Helotes Personnel Policy and Procedures Manual. (Staff)

**EXECUTIVE SUMMARY:**

The City's Personnel Policies and Procedures is being updated to include removal of certain sections from the policies and converting them into Administrative Directives or Departmental Standard Operating Procedures (SOPs) that will allow for more flexibility in day to day operations.

Amendments were made to the following chapters: Chapter 2 *Organizational Structure*; Chapter 3 *Equal Opportunity/Accessible Employer*; Chapter 4 *Type of Employment*; Chapter 5 *Grade and Step Policy*; Chapter 9 *Employee Pay and Pay Changes*; Chapter 12 *Hours of Work and Overtime*; Chapter 13 *Employee Benefits*; Chapter 15 *Employee Safety and Accident Prevention*; and Chapter 16 *Miscellaneous Regulations*.

The following chapters or sections were removed from the policy and will be administered through internal procedures and Departmental SOPs: Chapter 10 *Credit Card Policy*; Chapter 13 *Benefits,* Section 12.1C *Cell Phone Allowance Policy*; Chapter 13 *Benefits*, Section 12.1K *Sick Leave Bank Policy*; Chapter 14 *Travel Policy*; Chapter 18 *Conduct*, Section 18.4 *Social Media and Website Policy*; and Chapter 22 *Definitions*.

**ATTACHMENTS:**

Attachment A - Revised Personnel Policies (redlined)

**PREPARED BY:** April Newby, Human Resources

**DATE SUBMITTED:** November 2, 2020

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***Whenever the word City is used, it refers to the City of Helotes.***

***This manual~~document~~ is not a contract, but contains the various City policies, procedures and employee benefits governing your employment and the conduct of City business. The City of Helotes reserves the right to modify, revoke, suspend, terminate or change any or all such benefits, plans, policies or procedures, in whole or in part, at any time, with or without notice. The language used in this manual~~document~~ is not intended to create, nor is it to be construed, to constitute a contract between the City and any one or all of its employees. This manual~~document~~ does not give~~constitute~~ a guarantee of employment for any specific duration and is not intended to cover or address every situation that may be encountered during employment. The relationship between the City and its employees is "employment at will," irrespective of the classification of the position. "At Will" means that the employment relationship can be terminated by either employer or employee at any time for any or no reason, in so much as it is not illegal; nothing in this Personnel Policies and Procedures Manual will be held to alter the "at will" nature of such employment. This policy does not provide contractual or property rights to any employee. The City of Helotes reserves the right to release an employee at any time or for any reason, with or without cause, unless expressly prohibited by law. The information contained in this document supersedes all previous personnel policies by the City.***

***The City of Helotes Personnel Policies and Procedures Manual includes Departmental Standard Operating Procedures ("S.O.P.s") in the Appendices. Departmental SOPs do not require City Council approval or ratification upon amendment by the Department Head or Supervisor. However, although the S.O.P.s are Department specific, the City of Helotes Personnel Policies and Procedures Manual shall control over any other policies unless Department S.O.P.s are more restrictive. Any amendments made to departmental SOPs by a Department Head or Supervisor must be submitted to and approved by the City Administrator and Mayor before being implemented.***

**Commented [AN1]:** Added to ensure review of Departmental policies.

***A Councilmember or the Mayor has an inherent right to access an employee's personnel file, excluding medical file, if the records are requested in the individual's official capacity. These files are of confidential nature but can be reviewed in the Human Resources Department but must not leave that location. No file of part thereof shall leave the HR office nor may copies be made.***

## CHAPTER 1 SCOPE OF PERSONNEL POLICIES AND PROCEDURES

This manual~~document~~ sets forth the Personnel Policies and Procedures governing all City employees. These policies and procedures replace all administrative rules, regulations and policies adopted prior to the date of this manual~~document~~. If any conflict or inconsistency arises with these policies and procedures, State or Federal law governs respectively, unless such documents specifically state that it is subordinate to these policies and procedures.

## CHAPTER 2 ORGANIZATIONAL STRUCTURE

### Section 2.1 City Council

The City Council is the policy-making authority of the City of Helotes. The City Council has the authority to set policy on pay rates, working conditions and employee benefits as they find to be in the public interest. The City Council shall review these Policies no less than once every two (2) years.

### Section 2.2 Mayor

The Mayor is the Chief Executive Officer of the City of Helotes. Responsibilities include the enforcement of all laws and ordinances and the effective administration of all personnel policies and procedures; this may involve inspecting the conduct of subordinate municipal officers and taking appropriate action for negligence, carelessness and other violations. The Mayor may adopt, amend or rescind administrative procedures or rules and regulations in implementing the provisions of these policies and procedures and may delegate such functions as deemed necessary.

### Section 2.3 City Administrator

The City Administrator assists the Mayor in the administration of personnel policies and procedures and is also responsible for the day-to-day administration of these Personnel Policies and Procedures for municipal employees.

### Section 2.4 Department Heads

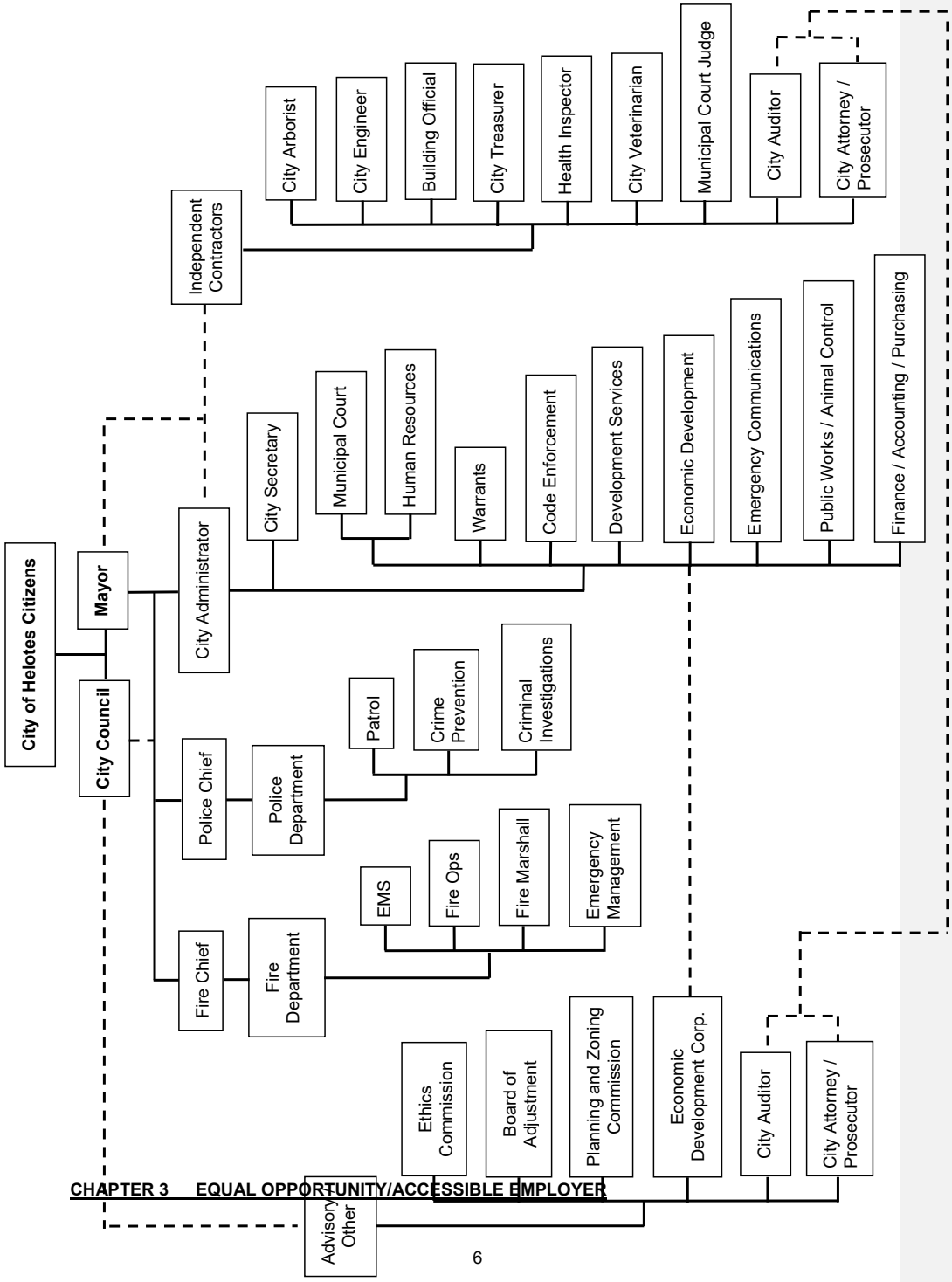
Department Heads are responsible for the day-to-day administration of these Personnel Policies and Procedures for their respective departments. A Department Head, may make departmental rules and regulations that govern the conduct and performance of employees; however, such rules and regulations must be consistent with the City of Helotes Personnel Policies and Procedures Manual. Any amendments to SOPs must be submitted to and approved by the City Administrator and Mayor before being implemented. Unless a Department SOPs are more restrictive, the City of Helotes Personnel Policies and Procedures Manual shall control over any other policies. Disciplinary action, as outlined in Chapter 17, may be based upon violations of any such rule and/or regulation.

### Section 2.5 Supervisor

Supervisors work under the direction of a Department Head and are partially responsible for the day-to-day administration of these Personnel Policies and Procedures. A supervisor, under the direction of a department head may make departmental rules and regulations that govern the conduct and performance of employees; however, such rules and regulations must be consistent with the City of Helotes Personnel Policies and Procedures Manual. Unless a Department SOPs are more restrictive, the City of Helotes Personnel Policies and Procedures Manual shall control over any other policies. Disciplinary action, as outlined in Chapter 17, may be based upon violations of any such rule and/or regulation.

### Section 2.6 City of Helotes Organizational Chart

*See next page.


City of Helotes Citizens
Mayor
City Council
City Administrator
Independent Contractors
City Arborist
City Engineer
Building Official
City Treasurer
Health Inspector
City Veterinarian
Municipal Court Judge
City Auditor
City Attorney / Prosecutor
City Secretary
Municipal Court
Human Resources
Warrants
Code Enforcement
Development Services
Economic Development
Emergency Communications
Public Works / Animal Control
Finance / Accounting / Purchasing
Police Chief
Police Department
Patrol
Crime Prevention
Criminal Investigations
Fire Chief
Fire Department
EMS
Fire Ops
Fire Marshall
Emergency Management
Ethics Commission
Board of Adjustment
Planning and Zoning Commission
Economic Development Corp.
City Auditor
City Attorney / Prosecutor
Advisory / Other

The City is an Equal Opportunity Employer and does not tolerate discrimination based on race, color, creed, ancestry, religion, national origin, sex, age, disability, or status as a veteran in accordance with applicable federal and state laws. The City has a zero tolerance policy on all forms of discrimination. Therefore, discrimination in any manner or form will not be accepted and is expressly prohibited and considered misconduct and the basis for immediate personnel action, up to and including termination. ~~discriminate against any applicant or employee on the basis of the person's race, color, religion, sex, national origin, age, disability or genetic information, except when specific age, sex or physical requirements constitute a bona-fide occupational qualification (BFOQ) reasonably necessary for the normal operation of the particular business or enterprise.~~

Employees and applicants for employment shall be considered based on their experience, talent, and qualifications for the employment position. This policy covers all employment decisions including, but not limited to recruitment, hiring, placement, promotions, transfers, layoffs or terminations, rates of pay, employee benefits, and selection for training.
~~The City is also an accessible employer and makes reasonable accommodations to maintain accessible working conditions.~~

The City is further committed to complying with all provisions of both Federal and State laws that are applicable to employment issues within the City. These include laws and acts such as the Fair Labor and Standards Act, the Equal Pay Act amendments and the Right-to-Work Laws of Texas as regulated by the Texas Workforce Commission without regard to any employee's membership or non-membership in any employee organization or association.

The City will make reasonable accommodations whenever necessary for employees or applicants with disabilities, provided that the individual is otherwise qualified to perform the duties and assignments of the position and provided that any accommodations are not detrimental to City operations.

**Commented [AN2]:** Enhanced Equal Opportunity policy.

## CHAPTER 4 TYPES OF EMPLOYMENT

The City hires employees in several different employment types as defined below.

### Section 4.1 ~~Regular~~ Full-Time Employees

Regular full-time employees are scheduled to work eighty (80) hours during each pay period in a budgeted position on a continuous basis and receive benefits as further defined in this document. The Fire Department shift employees work two hundred and twelve (212) hours in a twenty- eight (28) day work period.

### Section 4.2 Part-Time Employees

Part-time employees may not work more than nine hundred and ninety- nine (999) hours annually in a budgeted position on a continuous basis. These employees work for a specified hourly rate and are not eligible for employee benefits.

### Section 4.3 Temporary Employees

Temporary employees are hired for up to one (1) calendar year or 365 days. These employees work for a specified hourly rate, and are not eligible for employee benefits. Specific budgeted positions may not exist for these employees.

Temporary~~Each~~ employees are ~~is~~ advised of the length of time they will~~to~~ be employed prior to hiring. Termination automatically occurs on that date, unless proper authorization is received prior to termination.

### Section 4.4 Reserve Officers, Volunteers and Internships

Individuals~~Employees~~ defined under this Section shall be on indefinite original probation throughout their tenure with the City, as defined in Section 8.1A, and will have no appeal rights outlined within Chapter 20. They ~~following employees~~ shall be processed through the Human Resources Department:

**A. Reserve Officers**

Reserve Officers serve~~fall~~ under the direction of the Police Department, and ~~they~~ are voluntary employees. Reserve officers are unpaid and are not eligible for employee benefits.

**B. Volunteers**

Volunteers may work with any department and they work~~fall~~ under the direction of the Department Head. Volunteers are unpaid and are not eligible for employee benefits.

**C. Interns**

Interns may work with any department pursuant to the City's Internship Program and they work~~fall~~ under the direction of the Department Head. Interns are unpaid and are not eligible for employee benefits.

~~**Section 4.5 Provisional Work Period**~~

~~Upon employee request, the City Administrator, Police Chief, or Fire Chief may, at their discretion, allow a regular, full-time employee who has worked a minimum of twenty four (24) continuous months, including the probation period, with the City to work between 25 - 40 hours per work week and may receive Texas Municipal Retirement System, medical, vision and dental insurance, life insurance, including long and short-term disability, family / medical leave, leave without pay, and injury leave for a continuous period of time not to exceed six (6) months. In no situation shall more than one employee per department be~~

~~allowed a provisional work period at any one time. This period of time is deemed a provisional work period and is intended to be used to further outside educational attainment of an Associate, Bachelor, Master, or Doctorate degree.~~

~~To qualify for a provisional work period the employee must agree to work at his / her regular, full-time position for a minimum of twenty four (24) continuous months beginning immediately after the end of their provisional period. Should the employee not complete the twenty four (24) months as a regular, full-time employee in his / her regular, full-time position following the end of the provisional period whether it be as a result of termination with or without for cause by the City or self-elected, the employee will be required to reimburse the city for the city's cost of employee benefits during the provisional work period. This reimbursement amount may be withheld from the employee's final paycheck pursuant to the terms of the Provisional Work Agreement. A provisional work period is allowed only once per employee per three year period.~~

~~A regular, full-time employee may be eligible to work less than the required eighty (80) hours during the pay period and may be able to continue to receive employee benefits under a provisional work period, subject to the terms of the third parties' requirements. The term, "employee benefits," shall consist of the following when referring to a provisional work period:~~

- ~~Texas Municipal Retirement System;~~
- ~~Medical, vision and dental insurance;~~
- ~~Life insurance, including long and short-term disability;~~
- ~~Family / medical leave;~~
- ~~Leave without pay; and~~
- ~~Military leave;~~

~~"Employee benefits" shall not consist of the following when referring to a provisional work period and employees taking a provisional work period will not accrue or be able to utilize the following:~~

- ~~Longevity pay (original hire date still in effect after provisional work period ends);~~
- ~~PTO leave (original hire date still in effect after provisional work period ends);~~
- ~~Holiday leave, including floating holidays;~~
- ~~Administrative leave;~~
- ~~Jury duty/court appearance leave;~~
- ~~Bereavement leave;~~
- ~~Election leave; and~~
- ~~Training leave.~~

**Commented [AN3]:** Removing from policy. Will be handled by an internal policy.

**CHAPTER 5 GRADE AND STEP POLICY**

The City of Helotes implemented a Grade and Step Policy for municipal personnel effective October 1, 2011. The purpose of the Policy~~System~~ is to provide a program of personnel advancement, tenure, and goals which will make service to the City attractive as a career and encourage each employee to render their best service to the municipality. The Grade and Step System shall be updated and amended every three~~six~~ (3~~6~~) years starting on October 1, 2021.~~1.~~

**Commented [AN4]:** Changing salary evaluation period from six (6) years to three (3) years.

During the annual budget process (June – September), Department Heads must submit proposed grade and step adjustments for applicable employees within their budget submittal(s) to the City Administrator. Upon consultation with the Mayor and City Treasurer, the City Administrator may incorporate the proposed step and grade adjustment requests into the proposed budget. Department Heads shall not request step and grade adjustments for employees without first having completed evaluations on applicable personnel within the preceding twelve (12) months. All employee evaluations will be filed with Human Resources.

Upon the Mayor's presentation of the proposed budget to the City Council, the City Council will approve, adjust or deny any or all recommended step and grade adjustments. Typically, the City Council will review monies necessary to fulfill the totality of any proposed step and grade adjustments and ensure that sufficient annual estimated revenues will offset proposed increases in personnel salaries. The City Council reserves the right to analyze individual step and grade adjustments, as necessary.

The Policy~~System~~ provides a proposed salary range for all municipal positions. No position should~~shall~~ be compensated below or above its requisite salary range*, with the exception that positions being compensated beyond the top of their salary range will be eligible for annual cost of living adjustments (COLA). COLAs are based upon the United States Department of Labor's Bureau of Labor Statistics April Consumer Price Index for All Urban Consumers for All Items within the South.

## CHAPTER 6 POSITION CLASSIFICATION SYSTEM

### Section 6.1 Job Descriptions

Job descriptions are written and define~~outline~~ the duties, required skills, knowledge and abilities, education and experience requirements, and essential job functions for each job. Job descriptions are meant to include essential job functions but may not be inclusive of all job duties. Employees are entitled to request~~have~~ a copy of the job description for their current position.

### Section 6.2 Job Description Reviews

Job description reviews may occur if the nature and duties of a position have changed significantly over a period of time. The Human Resources Department and/or Department Heads may periodically review job~~position~~ descriptions to ensure they are accurate and up to date.

## CHAPTER 7 THE HIRING PROCESS

### Section 7.1 Hiring

The hiring of non-management employees falls under the authority of the Department Head. The hiring of the City Administrator, City Secretary, Police Chief and/or the Fire Chief positions falls under the authority of the City Council. The hiring of any position must be processed through the Human Resources Department.

All municipal departments shall go through the Human Resources Department to recruit applicants for a job opening, whether internal or external. Department Heads must fill out a Job Vacancy form to recruit existing employees or outside applicants and follow associated posting procedures, as amended time to time by the HR Department. Under extenuating circumstances authorized by the City Attorney, an employee may be hired outside the hiring process outlined above. Any Department proposing to use Interns must use the same Human Resources Department process used for hiring employees.

**A. In-House Hiring**

In-house recruitment means position vacancies are advertised to City employees only. When recruitment is from City employees only, the job vacancy form indicates so and is posted for a minimum of five working days. Interested employees may apply for in-house position vacancies by submitting a letter of interest to the Human Resources Department.

**B. In-House Promotion**

In-house promotion is when a current employee is moved to a vacant position either in a lateral move of higher rank, responsibility and/or salary. When a promotion occurs, the vacant position does not necessarily have to be posted, but rather may be filled by an employee qualified for the position. Whether to post the position and the type of posting will be decided by the Department Head, City Administrator or Mayor responsible for hiring for the position. If several employees are qualified for the position, an internal posting process should be followed. Promotions may happen within or outside of an individual's department.

**C. Open Recruitment**

In addition to making an internal hire, the Department Head may also determine that an outside hire is necessary, and he or she shall indicate on the Job Vacancy Form that the position is for "Open Recruitment." Open recruitment means position vacancies are advertised to City employees and the general public. These positions will be posted for a minimum of ten working days. The general public may apply for positions by submitting an application and resume, as directed in the job announcement. Interested City employees may also apply by submitting a letter of interest to the Human Resources Department.

### Section 7.2 Job Announcements

Announcements of all job openings are distributed to inform interested and qualified applicants of the posting, and should contain the following information when applicable:

1. Job title;
2. Job salary range;
3. Starting job salary range/pay;
4. The type of recruitment (in-house or open recruitment);
5. Essential job functions, including major job duties and requirements;
6. Time, place and manner of making application;
7. Application closing date or open until filled; and

8. The statement "An Equal Opportunity Employer" appears on all advertising.
~~8.~~

**Section 7.3 Applicant Review**

Once a budgeted, open position has been properly posted by the Human Resources Department, the Human Resources Department will accept applications through the Job Portal on the City website and, if necessary, by fax, mail, or hand delivered by applicant in person. Prior to providing applicant and associated background materials to Department Heads, the Human Resources Department will review each application to determine whether the application should be rejected, as provided below. Those applications rejected as provided below will not be forwarded to the appropriate Department Head for review, nor will the Human Resources Department schedule interviews for any applicant not meeting the minimum requirements.

**Section 7.4 Rejection of Applications**

Applications may be rejected for the following reason(s):

1. The applicant does not meet the stated qualifications for the position;
2. Submitted after the expiration of posting;
3. The application form is incomplete;

**Section 7.5 Examination**

Applicants for all City positions undergo an appropriate selection process. The process may consist of any or all of the following:

1. A written test of knowledge;
2. A skills or performance examination;
3. An assessment of capabilities needed for the position;
4. An oral interview;
5. Reference checks;
6. Physical fitness test;
7. Medical examination;
8. Drug screening; or
9. Any other appropriate selection processes.

These are designed to determine, as closely as possible, the applicant's ability to perform the essential job functions and duties of the position, with or without reasonable accommodation. Some of these will only be performed after a conditional offer has been made to the successful applicant(s) in accordance with State and/or Federal law.

Notwithstanding the foregoing, applicants may be dismissed from the selection process if the Department Head determines, in his or her sole discretion, that:

1. The applicant's application form is found to have contained false or intentionally misleading statements of material fact;
2. The applicant has a record of previous unsatisfactory employment;
3. The applicant has been convicted of a crime that would preclude the applicant from effectively performing the duties of the position applied for; or
4. Other valid circumstances indicate that the applicant is unfit or unqualified for the position sought, in the sole discretion of the Department Head, provided that the reason for dismissal is completely and totally unrelated to the applicant's age, race, sex, gender, color, religion, national origin, ancestry, citizenship, marital status, disability, sexual orientation, genetic information, veteran/military status, gender identity/transgender status, pregnancy or any other protected class.

## CHAPTER 8 APPOINTMENT AND CHANGES IN EMPLOYEE STATUS

### Section 8.1 Probation

**A. Original Probation**

The purpose of the original probationary period is to provide an opportunity for the supervisor to train, observe, and evaluate a newthe employee's performance. The original probationary period begins with the date of employment (including Part-Time to Full-Time employees) and has a duration of six (6) months. The Department Head or Supervisor may increase or decrease the probationary period by three (3) months, with concurrence of the Mayor. Employees on original probation have no appeal rights iffor terminated during the original probationary period.ion.

The employee's Department Head or Supervisor must completes a performance evaluation report at least ten (10) calendar days prior to the completion of the original probationary period. If it is necessary or advisable to give the employee feedback sooner, this evaluation may be done any time.

Upon completion of the original probationary performance evaluation, the supervisor should recommends one of the following to the Department Head:

1. That the employee be taken off probation;
2. That the employee's probation be extended for a period not to exceed three months;
3. That the employee be demoted; or
4. That the employee be terminated.

Action "1" through "4" may be taken at any time during the probationary period. If no action is taken by the end of the sixth month of continuous service, the employee is automatically granted full timeregular status.

**B. Additional Probationary Periods**

Employees no longer on original probation, whothat have been promoted, demoted, transferred to a different position, or reprimanded for poor performance may be placed on a three (3) to six (6) month additional probationary period. Employees will beare given a performance evaluation at the halfway pointleast ten (10) days prior to the end of their additional probationary period. Before the end of the three (3) to six (6) month additional probationary period and based on documented performance, the employee's supervisor may recommend one of the following to the Department Head::

1. That the employee be taken off probation;
2. That the employee be returned to the former position or status, if applicable; or
3. That the employee be terminated.

These employees retain all rights to the complaints / appeals process outlined in Chapter 20.

### Section 8.2 Transfers

A transfer is the assignment or movement of an employee from one position to another position. The employee must possess the minimum qualifications described in the job description for the new position. A transfer may be made for administrative convenience, upon written request of the employee, or for Family and Medical Leave Act.M.L.A. considerations.

### Section 8.3 Promotions

Promotions occur as a result of an employee being selected by a Department Head or Supervisor for a position in a higher pay range. If selected by the Supervisor, it must be approved by the Department Head, City Administrator, and Mayor. A promotion will not always necessarily be in a higher pay range.

**Section 8.4 Demotions**

The following types of demotions can be either voluntary or involuntary and may occur at the discretion of the Department Head or Supervisor, with Department Head approval:

1. When the employee's position is eliminated due to a change in organization, funding, or a reduction in the work force.
2. Upon the written request of the employee.
3. When it is documented that an employee is unable to satisfactorily perform the duties and responsibilities of their current position.
4. When the seriousness of an infraction of the Personnel Policies and Procedures is such that this disciplinary action must be taken.

## CHAPTER 9 EMPLOYEE PAY AND PAY CHANGES

### Section 9.1 Employee Pay

Employee salary and salary changes shall be commensurate with Chapter 5 "Grade and Step Policy."

**A. Appointment Rate**

The City pays wages and salaries based upon the nature of the job performed. Annual base salaries are determined by Department heads within parameters of the approved annual budget and are administered through the City's Grade and Step policy.~~Employees are normally hired at the minimum of the salary range. With written documentation, employees may occasionally be hired above the minimum of the pay range if their skills and knowledge are sufficient to allow them to immediately begin performing at a higher skilled level or if market conditions warrant a higher salary level.~~

**Commented [AN5]:** Allow department heads to have discretion on starting pay for new employees. New employees do not have to start at bottom of pay range for position.

**B. Pay Days**

Employees are paid on a bi-weekly basis~~system~~. If payday falls on a holiday, payday is the previous regular workday.

Hours worked are tracked by the use of electronic time sheets. Each employee is responsible for accurately tracking hours worked, P.T.O. used and other changes to their work schedule. The employee must ~~submit their time sheet to their Department Head or Supervisor to be approved, signed and turned into the Payroll Department in time for payroll.~~review their time sheet for accuracy and electronically sign prior to payroll being started. Payroll is customarily started on the Monday following the last day of the pay period at 10 AM, unless otherwise notified.~~ A Department Head, Supervisor or the Payroll Department may correct an inaccurate time sheet if necessary.~~

**Commented [AN6]:** Timesheets are now electronic.

**C. Direct Deposit**

The City uses direct deposit for payroll payments to ~~for~~ all employees.

**D. Payroll Deductions**

The City deducts from each employee's paycheck those amounts required by State and Federal law, required contributions to Texas Municipal Retirement System (TMRS)~~TMRS~~, and amounts authorized in writing by the employee for supplemental insurances and other programs where a minimum of ten (10) employees participate in the program. The City is also required to deduct any amount owed by the employee to the State for child support, tuition garnishments, etc.

### Section 9.2 Pay Changes

**A. Grade and Step Adjustments**

Grade and Step increases are awarded to employees based upon~~in recognition of~~ their work performance and are not automatically assumed to be granted to employees following budget passing. Employees may be~~are usually~~ evaluated and granted Grade and Step increases at the end of their required ~~three (3) month~~ original probation period. Employees are subsequently evaluated prior to the commencement of the following fiscal year and may receive a Grade and Step increase following October 1st of said fiscal year. A written performance evaluation for each employee must be completed prior to all Grade and Step adjustments. Grade and Step adjustments are effective on the first day of the pay period stipulated on the evaluation and following final authorization of the City Administrator.

**B. Pay Upon Demotions**

When an employee is demoted, either involuntarily or voluntarily, to a lower paying position, the Department Head determines whether the employee's pay will remain~~s~~ the same or be~~is~~ decreased to the appropriate or corresponding Grade and Step for the lower position.~~.~~

**C. Pay Upon Promotions**

When an employee is promoted, to a higher salary range position, the Department Head will determine~~s~~ whether the employee's pay will remain~~s~~ the same or be~~is~~ increased to the appropriate or corresponding Grade and Step of the higher position.~~.~~

Salary increases shall be determined by Department Head and approved by the City Administrator,~~.~~ however increases should be in line with their budget.

**D. Acting Pay**

Under certain circumstances, an employee may be eligible for acting pay when the employee has been appointed to assume the duties of a higher level position on a temporary basis.

Acting Pay shall be in accordance with Chapter 5 “Grade and Step Policy.”

Upon completion of the temporary assignment, the employee will be~~is~~ returned to their original position at their previous pay rate.

## CHAPTER 10 PERSONNEL RECORDS

### Section 10.1 Employee Accessibility

Employees have the right to reasonable inspection of their official personnel file during normal business hours.

### Section 10.2 Other Accessibility

A Councilmember or Mayor has an inherent right to access an employee's personnel file, excluding medical file, if the records are requested in the individual's official capacity. These files can be reviewed in the Human Resources Department but must not leave that location.

# CHAPTER 10 – CREDIT CARD POLICY

## Section 10.1 – Introduction

The City of Helotes' Procurement Card Program is used to reduce the flow of paperwork and, at the same time, provide better controls on all low-dollar purchases made at the department level. The card will be primarily used in place of petty cash, small regular purchase orders, and all other credit cards. This card policy is not intended to replace, but rather supplement, existing purchasing policies.

The success of the Procurement Card Program and its continuing use depends on the participation and cooperation of all City employees that will be issued procurement cards. Please read and follow the program guidelines as specified in this manual.

## Section 10.2 – Purpose

The procurement card is a credit tool that is issued by a bank. This credit tool offers an alternative to the existing purchasing process (small purchase order) and provides an extremely efficient and effective method of purchasing and paying for less expensive items. This procurement card can and may be utilized for larger purchases over $1,000.00 if approved by the City Administrator.

The procurement card shall enable employees of the City of Helotes to purchase non-restrictive commodities, by telephone, on the Internet, or in person direct from the vendors. The procurement cards shall be issued in the employee's name, and the "City of Helotes" name shall be clearly indicated on each card.

All purchases made with the procurement card shall be paid by the bank that the City of Helotes contracts with for the procurement card service. The bank on contract will then bill each City of Helotes employee.

Employees are responsible for the appropriate use of the City tax exemption form. If tax exemption is not used for a purchase, then the employee is accountable to the City for the amount of tax on that purchase (this is excluding purchases made for airline tickets, hotels, restaurant meals and rental cars). The tax exemption form can be found in the Payroll Department.

## Section 10.3 – General Information

The City of Helotes' Procurement Card Program shall be utilized and/or administered by City employees in one of the following two (2) designations:

1) CARDHOLDER –

City employees that will utilize the procurement card for purchases of authorized goods and services in strict compliance with the City of Helotes' Procurement Card Policies and Procedures. Each employee shall keep all documentation for the procurement card activities within their control, reconcile monthly statements between the cardholder and Finance Department, and assign account codes to transactions. Employees shall be completely knowledgeable about the program.

2) PROCUREMENT CARD PROGRAM ADMINISTRATOR –

The City Administrator serves as the Program Administrator. The Program Administrator shall be the first point of contact for the employees to answer any questions in respect to proper use of the procurement card, reconciliation and/or verification of purchase activities, and/or correct any potential problems in respect to accounts, codes, disputes, etc.

**Section 10.4 – Issuance of Procurement Cards**

Cards will be issued in the name of the individual employee and the City of Helotes.

Criteria to receive a Procurement Card shall be as follows:

1. Applicant must be a full time employee of the City of Helotes.
2. Employee must attend a training session before he/she may be issued a procurement card.
3. Each individual cardholder must sign a Cardholder Agreement (see Attachment "A") in the presence of the Procurement Card Administrator.

**Section 10.5 – Cardholder Responsibilities**

1. Ensure the procurement card is used for legitimate city business purposes only.
2. Maintain the procurement card in a secure location at all times.
3. Must not allow other individuals to use their procurement card.
4. Must use the procurement card within its purchase limits and restrictions.
5. Obtain and reconcile all receipts against corresponding bank statement.
6. Submit reconciled bank statement to Accountant along with receipts.
7. Must never accept cash, gift cards, or certificates in lieu of credit to the procurement card.
8. Immediately notify City Administrator of a lost or stolen procurement card. If procurement card was stolen, please attach a copy of police report.
9. Attempt to resolve disputes or billing errors, if any, with the vendor.
10. Report erroneous transactions to the City Administrator.
11. Must return procurement card to City Administrator immediately upon termination of employment.

**Section 10.6 – City Administrator Responsibilities**

1. Coordinate meetings with cardholder(s) within the department for the purposes of reconciling receipts against bank statements.
2. Keep all necessary documentation in respect to all transactions for audits by the internal and external auditors.
3. Review all cardholder transactions.
4. Responsible for changing accounting codes for all transactions, when necessary, on the monthly reports prior to the monthly cut-off date.
5. Must notify bank and of any lost or stolen cards.
6. Responsible for collecting all canceled cards.
7. Attempt to resolve any disputes not resolved by Cardholder.
8. Review all applicants for procurement cards turned in by the Departments for completeness of required information.
9. Submit all approved applicants to the Bank and receive all procurement cards.
10. Responsible for training as to the proper use of the procurement card before releasing procurement cards.
11. Responsible for having all cardholders sign the Cardholder Agreement signifying agreement with the terms of the Procurement Card Program.
12. Responsible for securing all canceled procurement cards and advising Bank.
13. Responsible for the training of all cardholders in the proper way of reconciling all transactions against bank statements.
14. Understanding the electronic media that the City will use to communicate with the Bank on contract. Be familiar with all report formats to be used with the program.
15. Responsible for resolving all disputes not resolved by cardholders.
16. Responsible for reviewing all statements received from the Bank on contract.
17. Responsible for distributing all monthly reports to cardholders and advising them of cut-off date for approvals and default code changes.
18. Responsible for overseeing the processing of the electronic upload of bill to accounting.
19. Responsible for overseeing the preparation of bill for electronic payment to the Bank on contract.
20. Responsible for overseeing the reconciliation of hard copy of bank's bill against bank's electronic file

~~and to the transaction totals posted to the City's accounting system.~~

**~~Section 10.7 – Prohibited Uses of Procurement Cards~~**

~~1. The Procurement Card may not be used for personal or unauthorized purchases.~~
~~2. The Procurement Card may not be used to purchase alcoholic beverages or any substance, material, or service, which violates the City's purchasing and contracting Policies & Procedures, ordinances or regulations pertaining to the City of Helotes, without prior approval of the City Administrator.~~
~~3. The cardholder may not receive cash, gift cards, or certificates in lieu of credit.~~
~~4. The cardholder should not allow the card to be used by another individual for uses as stated in Section 10.7, labeled section "1", "2", or "3", above.~~
~~5. The cardholder should not allow the card to be used by another individual for valid purchases.~~
~~6. The cardholder should not split a purchase to circumvent the card limits.~~
~~7. The cardholder should not use another cardholder's card to circumvent the authorized purchase limits assigned to either the cardholder or the limitations of the card.~~
~~8. The cardholder must provide Accounting Department with required receipts.~~
~~9. The cardholder must provide information about any specific purchase.~~
~~10. The cardholder must adhere to all of the Procurement Card Program Policies and Procedures.~~

**~~Section 10.8 – Disciplinary Action~~**

~~Disciplinary action shall be in line with Chapter 19 of these Policy and Procedures.~~

~~The City of Helotes shall provide for a "ZERO TOLERANCE" factor toward the improper use of the procurement card.~~

~~1. Severe disciplinary action, including possible termination of employment, shall be taken by the City when the cardholder knowingly, willingly and intentionally misuses and/or abuses the use of the City of Helotes procurement card.~~
~~2. Verbal reprimand, written reprimand, or suspension without pay, may be taken by the City when the cardholder uses a procurement card for purchases that are not in line with the City of Helotes' Procurement Card Program Policies and Procedures, as stated in Section 10.7, Sub-sections "3-10" above.~~

**Commented [AN7]:** Credit card policy will be moved to City's internal Purchasing Policy.

## ~~CHAPTER 11 – PERSONNEL RECORDS~~

~~Section 11.1 – Employee Accessibility~~

~~Employees have the right to reasonable inspection of their official personnel file during normal business hours.~~

**~~Section 11.2 – Other Accessibility~~**

~~A Councilmember or Mayor has an inherent right to access an employee's personnel file, excluding medical file, if the records are requested in the individual's official capacity. These files can be reviewed in the Human Resources Department but must not leave that location.~~

**CHAPTER 11~~12~~ HOURS OF WORK AND OVERTIME**

**Section 11~~12~~.1 Normal Hours of Work**

Except as otherwise specified, the normal work week for full time employees is 40 hours per week, exclusive of meal breaks. The work week begins at 12:01 a.m. Saturday and ends the following Friday at 11:59 p.m.~~. Friday.~~ Department Heads or Supervisors are responsible for establishing daily work schedules and shall submit those schedules to Human Resources and the City Administrator.~~.~~

~~When an employee has worked 40 hours before the end of the work week and can be allowed to take time off, the time off is on a straight-time basis.~~

~~**Example:** An employee has worked 40 hours by the end of the day on Thursday and is scheduled to work on Friday. The employee may be given Friday off. The employee is then credited with 40 hours of pay for that work week.~~

All compensatory time, overtime and t~~T~~ime off must be scheduled in advance and approved by the Department Head or Supervisor. Failure to receive advance authorization can result in disciplinary action as outlined in Chapter 19.

An exception to this policy is made for Fire Protection Employees~~Department shift personnel~~ (see section 12.3).

**Section 11~~12~~.2 Compensatory Time or Overtime for Non-Exempt Employees**

Except for non-exempt employees more specifically addressed by other sections of this Chapter, employees classified as non-exempt under the Fair Labor Standards Act (FLSA), are entitled to compensatory time or overtime when the employee has actually worked more than 40 hours during the work week and the workload does not permit the employee to take time off during the work week. ~~The Department Head or Supervisor must authorize all compensatory time and overtime in advance.~~ The employee accrues compensatory time at the rate of one and one-half time for the hours worked over 40 hours during the work week, and accrue one and one-half time their hourly pay for hours worked over 40 during the week.~~.~~ Employees may accrue a maximum of 160~~80~~ hours of compensatory time. Any accrued time over 160~~80~~ hours is paid to the employee.

**Commented [AN9]:** Raising the compensatory bank limit from 80 hours to 160. Raising this limit allows for employees to save more time in case of an emergency that their PTO may not cover.

**Section~~ECTION~~ 11~~2~~.3 Compensatory Time or Overtime for Non-Exempt Fire Protection Employees Assigned to Shift Work**

Non-exempt fire protection employees working on a shift schedule (24 hours on duty / 48 hours off duty) under the Fair Labor Standards Act (FLSA), Section 7(k), are entitled to compensatory time or overtime when the employee has actually worked more than 212 hours in a 28 day work period and the workload does not permit the employee to take time off during that work period. The work period begins at 0800 hours on Saturday and ends 28 days later at 0800 hours on Saturday. The beginning of the work period will correspond with the beginning of a 14 day pay period, which will also start and end at 0800 hours Saturday. The Department Head or Supervisor must authorize all compensatory time and overtime. The employee accrues compensatory time at the rate of one and one-half time for the hours worked over 212 hours during the work period. Employees may accrue a maximum of 212~~106~~ hours of compensatory time. Any accrued time over 212~~106~~ hours is paid as overtime to the employee.

**Commented [AN10]:** Raising the compensatory bank limit from 106 hours to 212. Raising this limit allows for employees to save more time in case of an emergency that their PTO may not cover.

**Section 11~~2~~.4 Hours Worked by Exempt Employees**

Employees classified as exempt are ~~generally~~ expected to work a 40-hour work week, and any additional hours that may be necessary, to complete their normal duties. Time devoted to this end, is considered a condition of employment.



**Commented [AN8]:** Schedules and modifications to schedules are handled by the employees direct supervisor or Department Head.

Exempt employees are in positions that meet the Administrative, Executive or Professional designations of the Fair Labor Standards Act. and are not eligible for compensatory time or overtime.

- Compensatory time is allowed on a straight time basis over 40 hours;
- Compensatory time is tracked by employee; and
- Tracked Compensatory time is verified by Department Head or Supervisor before use.

**Commented [AN11]:** Exempt employees are not eligible for compensatory time.

**Section 112.5 Meal Breaks**

Employees with the exception of sworn law enforcement officers, shift firefighters and dispatchers who work in excess of four hours each day may take an unpaid meal break. The length of the break is one hour, and shall be scheduled with the Department Head or Supervisor. The unpaid meal break hour includes transportation time.

Sworn law enforcement officers, shift firefighters and dispatchers who have the opportunity may take a 30-minute meal break with pay.

**Section 12.6 Breaks**

Dispatchers, who are not afforded the opportunity to take care of personal needs during the day, may be granted a 15-minute break during each four hours of work. These breaks are paid time and are taken at the work site, unless the Department Head or Supervisor has authorized different arrangements. Unused break time may not be accumulated or used to shorten the workday or extend the meal break.

**Commented [AN12]:** Breaks will be governed through Departmental SOPs.

**Section 112.67 Weather**

Non-exempt employees who are unable to arrive at work at their regularly scheduled time or must leave before the end of their scheduled work day due to severe weather conditions must notify their Department Head or Supervisor and must take authorized vacation leave, personal leave, accrued compensatory time, accrued holiday leave, or leave without pay for the portion of the work day missed.

Upon direction of the Mayor, regular full-time and part-time employees who are sent or told to remain at home may be given credit for having worked the number of hours in the employee's regular scheduled workday. This time is recorded as administrative leave and is not considered overtime compensation. If Administrative Leave equals or exceeds 4 hours in a 24 hour period, employees shall not be provided a Meal Break.

**CHAPTER 12~~3~~ EMPLOYEE BENEFITS**

**Section 12~~3~~.1 Benefits**

The City may offer ~~regular,~~ full-time employees enrollment in a health plan, other insurance programs, retirement and other benefit plans approved by the City Council. In addition to providing coverage for full-time employees, the City of Helotes is committed to being in compliance with all Affordable Care Act requirements. See Human Resources Department for specific details.

**A. Longevity Pay**

Longevity pay is provided to recognize service of regular, full-time employees. ~~All full-time employees~~ who are employed as of December 31st each year and who have completed one (1) year continuous full-time employment with the City. Longevity ~~shall receive longevity~~ pay shall be calculated, from the most recent hire date, on the basis of ten dollars ($10.00) for each month of continuous service. Longevity pay is subject to TMRS, FICA, and federal withholdings.

**B. Uniform Allowance Policy**

See Appendix I for the approved Uniform Allowance expenditures list. Amendments to this list may be made by the Department Head after consulting with the City Attorney.

There is hereby established in the City of Helotes an accountable plan for the payment of uniform allowances in the amount(s) specified in the municipal budget and in conformance with United States Department of the Treasury regulation 26 C.F.R. § 1.62-2 and within the following requirements.

Any person now or hereafter employed by the City ~~as a member of the Police, Police Reserve, Bailiff, Fire, Code Enforcement, Animal Control and Public Works Departments ("eligible employees")~~ that is required by City policy / Department Head, or Supervisor to wear a uniform or articles of official clothing shall be eligible for reimbursement for certain allowable expenses up to the maximum amount established in the municipal budget in the manner exclusively provided for herein. All uniform purchases made within the accountable plan must be required as a condition of employment, and such uniforms cannot be adapted to off-duty use. The City Administrator shall solely, for the purposes of United States Treasury regulations, designate which employees are required to wear uniforms as a condition of employment. Any required condition of employment provided for herein shall in no way alter the "at will" status of such employee, as provided by the City Personnel Policies and Procedures Manual.

The amount allotted per employee for a Uniform Allowance is established in the Fiscal Budget each year.

Uniform allowances shall be made bi-annually on a pro-rated basis to employees that are eligible for said allowances under an accountable plan. Under an accountable plan, employees must:

- Incur the expenses in the performance of work;
- Adequately account for the expenses within a reasonable period of time; and
- Return any amounts in excess of expenses within a reasonable period of time.

If the accountable plan rules are met, no tax reporting is necessary. If they are not met, any remaining portions of uniform allowance reimbursements or advances are included in wages for each employee in the first pay period in September of each fiscal year. At that time, the employee may deduct allowable business expenses on his or her Form 1040.

The Finance / Accounting Department or designee shall provide eligible employees with periodic statements, no less frequently than quarterly, stating the amount, if any, paid under the accountable plan in excess of the expenses the employee has substantiated. At that time, the Department shall request that the employee substantiate any additional reimbursable expenses that have not yet been substantiated and/or return any amounts paid and remaining unsubstantiated within one hundred twenty (120) days of the statement. An expense substantiated or an amount returned within that period will be treated as being substantiated or returned within a reasonable period of time.

The Purchasing Department shall contract annually with a uniform vendor(s) to establish an itemized list of the aforementioned allowable uniform allowance items for each department. Department Heads, at their discretion, may elect to allow individual employees to request and receive a Purchase Order from the Purchasing Department to purchase said uniform items in accordance with the Purchasing Department's itemized list, or they may elect to request and receive a Purchase Order(s) in the same manner for the entire department and purchase said uniforms from the selected vendor(s) at one time.

Employee bi-annual uniform allowance allotments, made pursuant to the approved municipal budget for each fiscal year, shall be recorded and tracked by Department Heads.

**~~C. Cellular Telephone Allowance Policy~~**

~~At the discretion of the Department Head or Supervisor and in accordance with the approved municipal budget for each fiscal year, cellular telephone allowances may be paid to employees in the following manner:~~

~~Per month paid quarterly to applicable municipal employees in October, January, April, and July~~

~~The amount allotted per employee for a Cellular Telephone Allowance is established in the Fiscal Budget each year.~~

~~All cellular telephone allowances paid to the aforementioned employees shall be included in wages as taxable income. No municipal or EDC employee shall be issued a City or EDC telephone and receive a cellular telephone allowance at the same time.~~

**Commented [AN13]:** Employees are no longer receiving cell phone allowances because City cell phones are being issued.

**C~~D~~. ~~.~~ Certification Pay**

The City of Helotes provides certification pay to recognize those employees who achieve certifications and licenses accepted by their Department. Those who obtain certification pay will receive the monetary benefit divided into equal potions in their bi-weekly paychecks. The exact amount is determined by the City Council in each annual budget~~the budgeting process~~.

Certification pay is not accrued during the required original probationary period. Certification pay is not paid cumulatively per certification; ex. an employee who reaches a Level 2 certification is not eligible for Level 1 and Level 2 certification pay. An employee can receive multiple Certification Pay for different certifications; however an employee can only receive a maximum of $900 per year, regardless of certifications held by the employee.

**~~E. Employee Assistance Program~~**

~~The City of Helotes provides confidential and voluntary assistance through its Employee Assistance Program (EAP). The EAP provides guidance and resources to help employees and their families with child and elder care, alcohol and drug abuse, life improvement, difficulties in relationships, stress and~~

~~anxiety with work or family, depression, goal-setting, emotional well-being, financial and legal concerns, grief and loss, identity theft and fraud resolution, and online will preparation.~~

~~***Confidentiality***~~

~~All contact between an employee and the EAP shall be held strictly confidential. In cases where an employee's continued employment is contingent on calling or meeting with the EAP and if ongoing treatment is necessary, and that the employee is following through on the prescribed treatment. Information given to the EAP counselor may be released to the City of Helotes only if requested and authorized by the employee in writing. All EAP counselors are guided by a professional code of ethics~~.

Below are the certifications offered by each Department:

**Administration Department**

**Public Works/Animal Control**
Certified Storm Water Inspector
TDA Vector Control Certified App.
Commercial Drivers License (CDL)

**Warrants**
TCOLE Certification – Intermediate
TCOLE Certification – Advanced
TCOLE Certification – Master

**Municipal Court**
Level 1 Court Clerk Certification
Level 2 Court Clerk Certification
Level 3 Court Clerk Certification

**City Secretary**
TX Municipal Clerks Cert. Program

**Dispatch**
Telecommunicator – Intermediate
Telecommunicator – Advanced
Telecommunicator – Master
Emer. Medical Dispatch Cert.

**Finance/Payroll**
Certified Payroll Professional
Fundamental Payroll Certification

**Police Department**

TCOLE Certification – Intermediate
TCOLE Certification – Advanced
TCOLE Certification – Master

**Fire Department**

EMT – Intermediate
Paramedic Certification
Firefighter – Intermediate
Firefighter – Advanced
Firefighter – Master

## E. Employee Assistance Program

The City of Helotes provides confidential and voluntary assistance through its Employee Assistance Program (EAP). The EAP provides guidance and resources to help employees and their families with child and elder care, alcohol and drug abuse, life improvement, difficulties in relationships, stress and anxiety with work or family, depression, goal-setting, emotional well-being, financial and legal concerns, grief and loss, identity theft and fraud resolution, and online will preparation.

***Confidentiality***

All contact between an employee and the EAP shall be held strictly confidential. In cases where an employee's continued employment is contingent on calling or meeting with the EAP and if ongoing treatment is necessary, and that the employee is following through on the prescribed treatment. Information given to the EAP counselor may be released to the City of Helotes only if requested and authorized by the employee in writing. All EAP counselors are guided by a professional code of ethics

**Section 123.2 Leaves**

**A. Paid Time Off (P.T.O.)**

The primary purpose of P.T.O. leave is to allow regular, full-time employees to accrue leave time for personal business that requires an absence from work. Employees cannot take more P.T.O. leave than they have accrued.

P.T.O. leave is accrued on a biweekly basis beginning on the start date of employmentupon start date. The maximum carry over from one calendar year (Jan 1st – Dec 31st) to the next is 434 hours (570 hours for shift firefighters). Accruals in excess of this amount are forfeited at the beginning of each calendar year.

**1. P.T.O. Accrual Regular, Full-Time Employees:**

| ***For Employees working 2080 hours a year*** | | |
|---|---|---|
| **Commencement (years)** | **Bi-Weekly (hours)** | **Yearly (hours)** |
| 0 | 4.923 | 128 |
| 1 | 4.923 | 128 |
| 2 | 4.923 | 128 |
| 3 | 5.231 | 136 |
| 4 | 5.231 | 136 |
| 5 | 6.462 | 168 |
| 6 | 6.462 | 168 |
| 7 | 6.769 | 176 |
| 8 | 6.769 | 176 |
| 9 | 6.769 | 176 |
| 10 | 7.077 | 184 |
| 11 | 7.077 | 184 |
| 12 | 7.077 | 184 |
| 13 | 7.077 | 184 |
| 14 | 7.077 | 184 |
| 15 | 8.615 | 224 |
| 16 | 8.615 | 224 |
| 17 | 8.615 | 224 |
| 18 | 8.615 | 224 |
| 19 | 8.615 | 224 |
| 20+ | 9.846 | 256 |

**2. P.T.O. Accrual for Shift Firefighters:**

| ***For Fire Department Shift Employees*** | | |
|---|---|---|
| **Commencement (years)** | **Bi-Weekly (hours)** | **Yearly (hours)** |
| 0 | 6.654 | 173 |
| 1 | 6.654 | 173 |
| 2 | 6.654 | 173 |
| 3 | 7.077 | 184 |
| 4 | 7.077 | 184 |
| 5 | 8.692 | 226 |
| 6 | 8.692 | 226 |
| 7 | 9.115 | 237 |
| 8 | 9.115 | 237 |
| 9 | 9.115 | 237 |
| 10 | 9.538 | 248 |
| 11 | 9.538 | 248 |
| 12 | 9.538 | 248 |
| 13 | 9.538 | 248 |
| 14 | 9.538 | 248 |
| 15 | 11.615 | 302 |
| 16 | 11.615 | 302 |
| 17 | 11.615 | 302 |
| 18 | 11.615 | 302 |
| 19 | 11.615 | 302 |
| 20+ | 13.308 | 346 |

**3. Requests for P.T.O. Leave**

Employees must notify their Department Head or Supervisor in advance of scheduled P.T.O. leave to attend to personal business if it is not of an emergency nature. Unless Department S.O.P.s require differently, employees using P.T.O. Leave must call their Department Head or Supervisor and report their absence within the first half-hour of work if they have not notified their Department Head or Supervisor in advance. Failure to receive approval in advance of leave may result in leave without pay.

Upon separation from employment ~~, regular,~~ full-time employees will be~~are~~ paid for their accrued P.T.O. up to a maximum of 434 hours, (570 hours for shift Fire Fighters), accrued Holiday Leave and 100% of accrued compensatory time. Sick Leave is not payable to employees upon separation of employment.~~.~~

Original probationary employees accrue P.T.O. but will not ~~don't~~ receive it upon separation from employment.~~.~~

**B. . Holiday Leave**

The City observes holidays that are approved within the budget each fiscal yearauthorized within each fiscal years' budget. With the exception of non-exempt shift employees, holiday leave is payable on the City-approved holiday schedule. Holiday Leave consists of floating and regular holiday leave.

1) Floating Holiday

A floating holiday is awarded at the beginning of each fiscalcalendar year and must be used by the end of the same fiscalcalendar year. Regular, full-time Administrative, Police, and Fire Dept. administrative employees receive eight (8) hours for their floating holiday, while shift firefighters receive twelve (12) hours for their floating holiday.

A floating holiday is not payable to employees upon separation.

2) Regular Holiday

a) Regular, full-time Administrative, Police, and Fire Dept. administrative employees are paid eight (8) hours per holiday, while shift firefighters are paid twelve (12) hours per holiday. If a non-exempt employee works on a City-approved holiday, holiday pay is paid at double time for actual hours worked.

b) Non-exempt shift employees (Dispatch, Fire and Police) who work on a City-approved holiday have the option to receive holiday pay or accrue holiday leave when working on a holiday. If the employee does not physically work on the holiday, the holiday leave is automatically paid out. on City-approved holidays. Non-exempt shift employees that work on a recognized holiday have the option to receive holiday pay or accrue holiday leave for the actual number of hours worked or the hours credited to the employee in accordance with paragraph 2(a) above, whichever is greater. All other holidays will be paid out at the time of occurrence. Departments with non-exempt shift employees may recognize the actual holiday when it falls on Saturday or Sunday in lieu of a City-approved holiday. Non-exempt shift employees that recognize the actual holiday on Saturday or Sunday are not credited with holiday leave on the City-approved holiday.

c) The maximum carryover of holiday leave is twenty four (24) hours per fiscalcalendar year.

d) For employees on non-disciplinary leave that includes a City-approved holiday, the holiday is paid as a regular holiday. For employees on disciplinary leave that includes a City-approved holiday, the holiday is unpaid.

**C. Administrative Leave**

The Mayor may grant up to fifteen (15) working days of administrative leave to relieve an employee from work with pay. Administrative leave may be used when it is in the best interest of the City, when an employee investigation is being conducted, or when employees are directed by the Mayor or designee not to report to work due to inclement weather.

**D. Leave without Pay**

Employees may be placed on leave without pay for short periods of time when the employee does not have sufficient leave time to cover their absences.Employees who require leave time that extends past the amount of personal leave time the employee has may be place on leave without pay.

**Commented [AN14]:** Floating holiday will be awarded based on the fiscal year that the funds are included in.

**Commented [AN15]:** Shift employees may only "bank" holiday time if they physically work the holiday.

**Commented [AN16]:** Holiday banked hours in excess of 24 hours on September 30 will expire.

Employees requesting a leave of absence without pay for a period exceeding five (5) consecutive work days must submit a written request stating the reason(s) for the request and the anticipated amount of leave time to their Department Head or supervisor for approval. The Department Head or Supervisor may approve up to fifteen (15) consecutive days of leave without pay. Amounts over fifteen (15) days must be reviewed by the Department Head or Supervisor and approved by the City Administrator. The City Administrator may grant a leave of absence without pay for a period not to exceed ninety (90) consecutive calendar days in any twelve (12) month period. No leave is accrued during this period of time, and the employee is liable to the City for all dependent coverage. It is the employee's responsibility to ensure payment to the City within thirty (30) calendar days of the insurance bill date. Employee is solely responsible for Court ordered payments and supplemental insurances.

Department Heads or Supervisors who have employees on leave without pay must notify the HR Department in writing, the terms and duration of leave.

**E._____ ~~_____~~Military Leave**

~~Regular employees who have completed their original probation~~Employees are entitled to the benefits provided under the Uniformed Services Employment and Reemployment Rights Act (USERRA). In ~~addition~~addition, such employees who are members of the State Military Forces or members of any Reserve Component of the Armed Forces of the United States are entitled to a leave of absence from their duties without loss of time, seniority, or benefits on all days during which they are engaged in authorized training or duty ordered by the proper authority not to exceed fifteen (15) days in any one calendar year. Employees will continue to receive pay from the City for those fifteen (15) days. Military leave in excess of fifteen (15) days will be charged to P.T.O. leave or leave without pay. ~~Regular employees who have completed the original probation~~ Employees who are ordered to extended active duty with the state or federal military forces are entitled to all of the re-employment rights and benefits provided by law upon their release from active duty. Requests for approval of military leave must be submitted to HR at least 30 days prior to the date of leave (if possible, and must have copies of the relevant military orders attached.

**F._____ ~~_____~~Family/Medical Leave (F.M.L.A.)**

All regular full-time and part-time employees may be eligible for Family/Medical Leave, subject to the following rules established by the Federal Family/Medical Leave Act of 1993, and as later amended by the Department of Labor.

The following is subject to change by the Department of Labor. Please reference the DOL website for further details and updates, http://www.dol.gov/whd/fmla.

Family/Medical Leave is an approved leave of absence available to regular full-time and part-time employees who have been employed for at least 12 months and have provided at least 1250 hours of service during the previous 12 months at the time the leave is requested. The maximum amount of Family/Medical Leave is 12 weeks in any 12-month period. An eligible employee may take Family/Medical Leave for any of the following circumstances:

- Birth of the employee's child;
- Placement of a child with the employee for adoption or foster care;
- When the employee is needed to care for the physical or mental needs of the employee's child, spouse, or parent who has a serious health condition;
- When the employee is unable to perform the essential functions of their job~~e position~~ because of the employee's serious health condition.

Spouses employed by the City are entitled to a combined maximum total of 12 workweeks of leave (rather than 12 weeks each) for the birth or adoption of a child or placement into foster care of a child.

Leave for birth or adoption (including foster care placement) must conclude within 12 months of the birth or placement.

Parents or spouses who both work for the City are each entitled to 12 workweeks of leave to care for a sick child or because of the illness of the other spouse.

An eligible employee is entitled to 12 workweeks of leave during any 12-month period measured from the first day Family/Medical Leave is taken. The next 12-month period begins the first time Family/Medical Leave is taken after completion of any previous 12-month period.

The following words and phrases, as used in the application and interpretation of the Family/Medical Leave Policy are defined as:

- "Child", "Son" or "Daughter" means a biological, adopted, foster child, step child, legal ward or child of a person standing in loco parentis (i.e., in the place of a parent) who is under 18 years of age or 18 years or older if the child is incapable of self-care because of a mental or physical disability.
- "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition involving either inpatient care at a hospital, hospice, residential medical care facility or continuing outpatient treatment by a health care provider for more than three days (i.e., a doctor of medicine or osteopathy authorized to practice medicine, surgery, or other person determined by the Secretary of Labor to be capable of providing health care services).
- "Unmarried domestic partners" and "in-laws" do not qualify as spouses or parents for Family/Medical Leave.

An employee must first use and exhaust available and accrued paid leaves under the City's benefit plans and policies, with the exception of 8 accrued hours of PTO leave, which the employee may elect to save for use after returning from Family Medical Leave. The use of paid leave is included in the maximum 12-week period allowed as Family/Medical Leave. If an employee is entitled to paid leave, the employee must take the paid leave first, i.e., PTO leave, with the exception of 8 hours. Any remaining Family/Medical Leave beyond applicable paid leave as mentioned above is without pay.

The City may require the employee to provide medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the medical certification must include a statement that the employee is unable to perform the essential functions of their job~~ position~~. For leave to care for a seriously ill child, spouse or parent, the medical certification must include an estimate of the amount of time the employee will be~~is~~ needed to provide care.

If medically necessary for a serious health condition of the employee or the employee's child, spouse or parent, leave may be taken on an intermittent or reduced work schedule subject to the provisions of this policy. If leave is requested on an intermittent or reduced basis for planned medical treatment, the City may require the employee to transfer temporarily to an available alternate or part-time position or to a schedule that better accommodates an intermittent or reduced work schedule.

The employee's current hourly rate of pay remains the same for hours actually worked, regardless of the temporary employment transfer to a different position or schedule.

When the need for leave is foreseeable, such as the birth or adoption of a child or planned medical treatment, the employee must provide reasonable prior notice and make efforts to schedule leave so as not to disrupt City operations. In cases of illness, the employee is required to report at least every 30-calendar days on their leave status and intention to return to work.

Employees who are granted an approved leave of absence must continue to pay their portion of the health and/or optional/supplemental benefit(s) premiums and all other deductions. The City continues to pay its portion of employee's premium(s). Non-payment of premiums that is more than 30 days late may result~~s~~ in cancellation of benefits. The City will give the employee fifteen (15) days notice before cancellation of benefits.

If an employee elects not to return to work upon completion of an approved unpaid leave of absence, the City will recover the cost of any payments made to maintain the employee's health and/or optional/supplemental coverage from the employee unless the employee does not return because of circumstances that are beyond the employee's control, including a FMLA qualifying condition.

A request for Family/Medical Leave of Absence Form must be completed and signed by the employee. The form must be submitted to the employee's immediate supervisor for review and then forwarded to the City Administrator for approval and processing. If possible, the form should be submitted 30 days in advance of the effective date of the leave.

The use of Family/Medical Leave is not considered negatively or held against an~~the~~ employee as it relates to evaluations, promotional considerations or any other employment factors. No supervisor will interfere with, restrain or deny employees their rights under this policy; nor will an employee be discharged or discriminated against based on the employee's use of the Family/Medical Leave or the filing of a grievance or charge related to this policy and the Family/Medical Leave Act.

**G. Limitations on Leaves of Absence**

With the exception of leaves of absence for military duty, no leave of absence, by itself or in combination with other periods of leave, may last longer than six (6) months. Any employee who for any reason or combination of reasons misses a total of six (6) months of work in a twelve (12) month period, or a total of nine (9) months of work in an eighteen (18) month period, will be separated from employment due to unavailability for work, subject to any reasonable accommodation duties the City~~company~~ may have under the ADA or similar law. Any employee so separated will be eligible for rehire and will be able to apply for any vacancies that may exist at any given time, depending upon qualifications and availability of job openings.

**H. Jury Duty/Court Appearance Leave**

Employees who are required to miss work in order to serve as a juror or who are subpoenaed to appear as a witness in court will receive their normal compensation. It is the responsibility of the employee to provide a copy of the notice to the employee's Department Head or Supervisor. The Department Head or Supervisor must forward this notice to HR.

Jury/court leave may not be used in any instance when an employee is a plaintiff or defendant in a court action, unless the employee's involvement arises as a result of the employee's job duties or responsibilities.

**I. Bereavement Leave**

In the event of a death in the employee's family, an employee may be granted up to three (3) calendar days of bereavement leave for the purpose of attending the funeral and handling the personal affairs of the deceased. For the purpose of bereavement leave, the definition of family includes the employee's spouse (as defined by State law), employee's or their spouse's parents; brother(s); sister(s); grandparent(s); uncle(s); aunt(s); children; brother-in-law; sister-in-law; or if the employee will serve as ~~is~~ a pallbearer at a funeral. The Department Head or Supervisor may extend this period of time by two calendar days if extended travel time is necessary, and notify HR of this extension.~~.~~

~~**J. Election Leave**~~

**J. Election Leave**

Employees are encouraged to vote in all elections. Employees should make an effort to vote before or after work, during the lunch break, or by early voting or absentee ballot alternative. If employees cannot vote during these times, a maximum of up to two hours election leave is allowed upon approval of their supervisor.

~~K. Sick Leave Bank Policy~~

~~An employee cannot transfer P.T.O. leave to another employee, therefore the below policy has been created to give employees an opportunity to give P.T.O. leave to employees in need.~~

~~1. Purpose~~

~~The purpose of the Sick Leave Bank is to provide additional leave hours to members of the Bank in the event of a catastrophic illness or injury. Hours may be requested from the Bank only after the member has exhausted all accumulated P.T.O. leave.~~

~~Definition of Sick Leave Days for Members~~

~~The Sick Leave Bank Committee must approve sick leave hours granted from the Bank. Hours are granted to a member who, through a catastrophic illness or injury, is unable to perform the duties of his/her position.~~
~~All employees of the City of Helotes who qualify for P.T.O. leave benefits are eligible to participate in the Sick Leave Bank.~~
~~Participation is voluntary.~~

~~Definition of Catastrophic Illness or Injury~~

~~Defined as that of a serious nature, not a mere passing disorder or temporary ailment, requiring treatment by a physician and/or hospital admittance. Although some degree of permanency is usually involved, the disease need not necessarily be incurable or permanent. In order to qualify for the benefits of the program, a catastrophic illness or injury must result in the employee's incapacity to perform his/her job function for an extended period of time. Pregnancy and delivery will not be considered a catastrophic illness or injury covered under this Sick Leave Bank, except when unusual complications occur.~~

~~This program's benefits are not available in the following circumstances:~~
~~Injuries resulting from or while the employee is intoxicated; or~~
~~Under the influence of a narcotic.~~

~~2. Membership~~

~~Eligibility~~

~~Sick Bank membership is extended to all City of Helotes employees who are eligible to receive PTO leave benefits under current City policy and have donated a minimum of 8 hrs to the Sick Leave Bank. The employee shall be a Sick Leave Bank participant at least thirty (30) calendar days prior to requesting sick leave bank hours.~~

~~Joining the Sick Leave Bank~~

~~Any employee who is eligible to join the Sick Leave Bank may do so by contributing any accumulated PTO time. All donations will remain in force and cannot be returned, even upon cancellation of membership.~~
~~Employees are encouraged to make annual contributions to the Sick Leave Bank.~~
~~Employees desiring to join the Sick Leave Bank shall complete the membership application form and submit it to the Human Resources Department. Upon approval of the application, the appropriate number of hours should be adjusted from the employee's leave.~~

~~Reasons for Termination from Sick Leave Bank~~

~~a) A member of the Sick Leave Bank is not eligible to use the Benefits of the Bank under the following conditions:~~

~~Termination of employment with the City of Helotes.~~
~~While being suspended without pay.~~
~~A member's voluntary cancellation of his/her membership in the Sick Leave Bank.~~
~~Any abuse or misuse of the rules of the Sick Leave Bank as determined by the Committee.~~
~~While on approved leave without pay.~~
~~The member has failed to apply for disability or medical retirement when a physician has determined that the member will not likely return to work and will qualify for retirement.~~
~~The member fails to report immediately any job held for which he/she receives remuneration, during the period he/she is on leave granted from the Bank.~~

~~3. Regulations Concerning Granting of Sick Leave Hours from the Bank~~

~~Members must have exhausted all their available PTO leave to apply.~~
~~Sick Leave Bank days shall be granted only for absences from working days.~~
~~The maximum number of hours an employee can draw from the Sick Leave Bank is 160 hrs per year for regular employees and 212 hrs per year for shift firefighters. A "year" is defined as 12 calendar months from the first sick day granted by the Sick Leave Bank.~~
~~Hours from the Sick Leave Bank shall be granted only for catastrophic illness or injury which necessitates an absence from work of five (5) consecutive days or longer.~~
~~If a Sick Leave Bank member does not use all of the days granted from the bank, the unused days will be returned to the Sick Leave Bank.~~
~~Leave from the bank may not be used for disabilities which are compensated by workers' compensation, short or long term disability insurance. It can be used, however, to cover the difference between the amount covered by workers' compensation or short or long term disability insurance and the employee's regular pay.~~
~~The value of Sick Leave Bank Compensation may not exceed 100% of the employee's normal pay when combined with worker's compensation or short or long term disability.~~
~~All requests to draw upon the Sick Leave Bank must be made upon a Sick Leave Bank Request Form. All requests must be accompanied by a Physician's Statement confirming the catastrophic illness or injury meeting the requirements of this policy. The form must be legible, personally signed by the physician, and completed in lay language.~~
~~Each Sick Leave Bank application must include a new, up-to-date Physician's Statement on the appropriate form.~~
~~In case a Bank member's incapacity is of such a nature that he/she cannot personally apply for leave, the application may be submitted in his/her behalf to the Committee by an authorized agent or member of his/her family.~~
~~Termination of employment from the City of Helotes terminates Sick Leave Bank membership.~~
~~All hours donated to the Sick Leave Bank are converted into dollar amounts based on the donating employee's pay rate.~~
~~All hours withdrawn from the Sick Leave Bank will be paid at the withdrawing member's pay rate.~~

**Application Procedure**

**An employee can obtain an application to join or withdraw leave from the sick leave bank from:**

**City of Helotes – Human Resources Department**
**PO Box 507**
**Helotes, TX 78023**
**#210-695-5901**

**4. Governing Committee**

***a) Sick Leave Bank Committee***

**The governing committee that will approve or disapprove all requests for the Sick Leave Bank shall be called the City of Helotes Sick Leave Bank (SLB) Committee.**

***b) Composition of Membership of SLB Committee***

**The Sick Leave Bank Committee will consist of five voting members, including the City Administrator and four (4) regular staff members. The four regular staff members must be from different departments, with one member seat held by the Police Department and one by the Fire Department.**
**The four (4) regular staff committee members are elected by all active participating members.**
**A member, once elected by the membership, shall serve unless and/or until they tender their resignation from the Committee or terminate their employment with the City.**
**Human Resources shall serve as the Sick Leave Benefits Coordinator and participate as a nonvoting member.**
**A simple majority will prevail in all decisions of the Sick Leave Committee.**

***c) Duties and Responsibilities of the Committee***

**The Committee shall review the application for eligibility.**
**The Committee shall determine the number of hours approved and reserves the right to approve, disapprove, or modify the number of hours requested.**
**Hold an annual meeting every January to discuss the Sick Leave Bank Program and take appropriate action.**

**d) Final Decisions**

**Any questions concerning membership, regulations, or application for sick leave days from the Sick Leave Bank that may arise after the adoption of this policy shall be submitted to the Sick Leave Bank Committee for a final decision.**

**Commented [AN17]:** Program will be administered through internal policies.

## CHAPTER 14 – TRAVEL POLICY

*Adoption by the Council of this policy repeals and replaces the previous Travel Policy approved 5/27/2004.

### Section 14.1 – Content

The City of Helotes will reimburse employees for necessary, appropriate and approved travel-related costs. Employees who travel are expected to exercise good judgment when incurring travel costs. Arrangements for air transportation, hotel accommodations, car rentals and conference registrations are the responsibility of the traveling employee. Also, the City will reimburse employees for expenses personally paid for on behalf of the City.

### Section 14.2 – Travel Authorization

A. Travel Outside the City of Helotes

All travel outside of the City of Helotes made at the expense of the City shall be made only upon prior authorization of the Department Head or Supervisor. If the traveler is a Department Head, authorization must be made by the City Administrator or Mayor. Before making a trip, the employee must submit a Travel Request Form. The nature of the trip, destination, times and dates of the beginning and end of the trip and detail estimates of the cost must be stated on this form. In addition, documentation of the reason for travel should be attached along with mileage calculations, if mileage reimbursement is requested.

B. Travel Request Form

The Travel Request Form shall be submitted for approval to the Departmental Head or Supervisor. If the
traveler is a Department Head the form is submitted to the City Administrator or Mayor.

Same day travel of an employee also requires the approval of the Department Head or Supervisor.

### Section 14.3 – Registration and Conference Fees

Registration fees for a meeting or conference at which attendance has been approved should be paid in advance by the City or charged on the City credit card.

### Section 14.4 – Air Transportation

All City-approved air travel must be at the most reasonable and economical rate. Travelers are strongly encouraged to book their reservations well in advance of travel to ensure the lowest fare.

The City is not responsible for loss or damage to luggage or other personal effects during travel. If such damage occurs, travelers should seek reimbursement through their own insurance carrier or attempt to recover costs directly from the responsible party.

### Section 14.5 – Use of Private Automobiles or City Vehicles

A. City Administration Vehicle

The City Administration vehicle is available for use by employees for in-town / out-of-town travel. Employees should use the Admin. Vehicle for all travel within a fifty (50) mile radius (in-town) of Helotes. The City will not reimburse mileage for employees that elect to use their personal vehicle when the Admin. Vehicle is available for in-town travel. When unavailable, the employee will be reimbursed for mileage at the current IRS rate for use of their personal vehicle when on City business. The vehicle keys, gas / maintenance card, and check out paperwork are on file with the

~~Development Services Office. For out-of-town travel (i.e. travel beyond fifty (50) miles from Helotes). Employees can elect 1) to use their personal vehicle and receive mileage reimbursement or 2) use the Admin. vehicle and associated gas / maintenance card.~~

~~B. Mileage in Privately Owned Vehicles~~

~~Mileage in privately owned vehicles in accordance with Section A mileage is calculated based on the distance from the municipal complex to the travel destination and back to the point of return.~~

~~Tolls and reasonable parking fees may be paid by the City, City credit card, or personal monies. Personal monies are reimbursable by the City. Parking or other traffic fines are not reimbursable.~~

~~The City's Seat Belt policy applies when using a private or City vehicle, on City business.~~

~~Section 14.6 – Ground Transportation~~

~~Taxi fares, public transportation and shuttle services for transportation to and from the airport and between business-related locations in the destination city may be paid by the City credit card or are reimbursable. Receipts are required for reimbursement by the City.~~

~~Section 14.7 – Car Rentals~~

~~Car rentals must be approved in advance by the Department Head or Supervisor.~~

~~Section 14.8 – Lodging~~

~~The City will reimburse or pay for the actual cost of standard accommodations in reasonably priced hotels and motels.~~

~~Section 14.9 – Per Diem (Personal Expenses)~~

~~Per Diem for personal expenses payable to the employee of the City before travel is based on rates published by the General Services Administration for the destination City.~~

~~Section 14.10 Business Meals~~

~~Business meals, including receptions, workshops, meetings and seminars, where the discussion of City business is the primary purpose, may be paid by the City credit card or reimbursed with the approval of the Department Head or Supervisor.~~

~~Receipts must have the name and location of the restaurant, the group or organization, number of people the receipt is for, and the date and amount of the expense. Business meals may be reimbursed from petty cash.~~

~~Section 14.11 Travel Expenses Not Reimbursable by the City~~

~~Alcoholic beverages~~
~~First-class airfares (employee reimbursement will be reduced to coach).~~
~~Travel accident insurance premium and/or purchase of additional travel insurance~~
~~Costs incurred by traveler's failure to cancel transportation or hotel reservations in a timely manner~~
~~Late check-out or room guaranteed charges~~
~~Parking or other traffic fines~~
~~Personal entertainment expenses~~
~~Haircuts, personal grooming and shoe shine services~~
~~Tobacco products~~
~~Automobile towage~~

~~Child-care, babysitting, house-sitting, pet-sitting or kennel charges~~
~~Books, magazines or newspapers~~
~~Other expenses not directly related to City business~~

**Commented [AN18]:** Travel policy will be converted to an Administrative Directive.

**CHAPTER 13~~5~~ EMPLOYEE SAFETY AND ACCIDENT PREVENTION**

**Section 13~~5~~.1 Health and Safety~~Goal of the City~~**

The City's goal is to maintain the health and safety of~~a safe working environment for~~ its employees and ~~it's~~ citizens.

**A. Responsibilities of the Employer**

The City strives to provide~~is responsible for providing~~ a reasonably safe and healthy working environment for its employees. In an effort to do so, the City provides specialized safety equipment and training for employees, as deemed necessary and in accordance with City policy and the Occupational Health and Safety Act (OSHA) standards.~~.~~

**B. Responsibilities of the Employee**

All employees are responsible for observing safe work practices at all times and are expected to conform to safety rules and regulations ~~as set out~~established by the City. Questions concerning proper safety methods or noticed safety problems or violations should be referred immediately to the employee's Department Head or Supervisor. Supervisors shall address any questions~~such reports~~ immediately and take steps to correct problems or violations if required.~~.~~

**Section 13~~5~~.2 Drug Free Workplace Policy**

**A. Overview**

While at work, each employee has the responsibility to complete their work tasks and deliver services in a safe, efficient and conscientious manner. In order to perform a job in the safest manner possible, employees must be able to work in an alcohol/drug free work environment and be free from the effects of alcohol, drugs, and other job-impairing substances while on the job.

Accordingly, the use, sale, distribution, possession or being under the influence while on the job of an intoxicating liquor, controlled substance, drug not medically authorized or any other substances that impairs job performance or poses a hazard to the safety and welfare of the employee, co-workers, citizens or visitors is strictly prohibited and may result in disciplinary action, up to and including termination.

**B. Definitions**

1. Alcohol: ~~means~~ ~~A~~any beverage, mixture or preparation containing ethyl alcohol (ethanol).
2. Controlled Substance (Drug): ~~A~~~~means a~~ny drug, controlled substance, inhalant (abuseable glue or aerosol paint), or perception altering substance, including but not limited to marijuana, hashish, cocaine, heroin, morphine, codeine, opiates, amphetamines, barbiturates, hallucinogens, phencyclidine (PCP) and inhalants.
3. Urinalysis Test: ~~S~~~~means s~~creening by a laboratory designated by the City for drugs in a urine specimen provided by an applicant or employee.
4. Blood Test: ~~means a~~ ~~S~~~~s~~creening by a laboratory designated by the City for alcohol in a blood specimen provided by an employee.
5. Breathalyzer Test: ~~A~~~~is a~~ test to confirm the specific level of alcoholic beverage present in the body.
6. Intoxication: ~~A~~~~a~~ny level of mental or physical impairment resulting from the voluntary introduction of alcohol or a controlled substance.
7. Positive Test Result for Alcohol: ~~means having a~~Having a reportable blood alcohol concentration (BAC) level in the body of .02 as determined by a blood and/or Breathalyzer test.

8. Positive Test Result for Drugs: H~~means h~~aving a “reportable level” of a drug in the body as determined by a urinalysis and/or blood test.

9. Reasonable Suspicion: A~~a~~ conclusion based on personal observation of specific, objective instances of employee conduct, that an employee is unable to satisfactorily perform assigned job duties due to the suspected use of controlled substances or alcohol. The~~Such~~ inability to perform duties may include, but is not limited to: a pattern of abnormal or erratic behavior, physical symptoms (i.e. glassy or bloodshot eyes, slurred speech, odor, unsteady gait, poor coordination or reflexes) or direct observation of controlled substance or alcohol use. Information provided by a reliable and credible source of possession of controlled substances or alcohol will also constitute a basis for reasonable suspicion.
10. Testing Facility: A ~~means a~~ hospital, clinic or laboratory approved by the City.

**C. Notification**

1. City rules and regulations prohibit the use or possession of controlled substances (except with notification to the Department Head or Supervisor and by prescription only) or alcohol while an employee is on duty. Violation of these rules and regulations will subject the employee to discipline, up to and including termination.
2. Based on reasonable suspicion, or after a workplace accident or injury, before hiring, or through a random drug screening authorized by the H.R. Department, an employee shall submit to testing for controlled substance and/or alcohol use. Prior to such testing, employees are required to sign a form consenting to testing.

**D. Prohibited Conduct Relating to the Use of Alcohol and Controlled Substances**

Employees Will Not:

1. Have a positive test result for alcohol.
2. Test positive, equal to, or exceeding the maximum levels for a confirmed test, as established by the Federal Department of Health and Human Services, for a controlled substance.
3. Report for duty or return to duty exhibiting the odor of alcohol or a controlled substance.
4. Be under the influence of alcohol or a controlled substance, or exhibit any element or the appearance of intoxication.
5. Possess, use, or distribute alcohol or controlled substances while on duty.
6. Consume any alcoholic beverage or controlled substance immediately before ~~or following~~ their tour of duty at their work-site.
7. Refuse or fail to comply with the requirements, referrals, or time frames within this policy.

**E. Procedures for Reasonable Suspicion Testing of Employees**

When there is reasonable suspicion that an employee is under the influence of alcohol or a Controlled Substance while on duty:

1. The employee is prohibited from working.
2. The supervisor or Department Head personally observes and reviews specific objective instances of employee conduct to confirm that reasonable suspicion exists.
3. The employee is immediately transported for testing to the appropriate testing facility. After testing, arrangements are made for safe transportation to the employee's residence or a place selected by a relative of the employee.

**F. Disciplinary Actions Relating to the Use of Alcohol and Controlled Substances in the Workplace**

Employees who refuse to consent or submit to a drug or alcohol test in accordance with these procedures may be terminated. Employees who produce a positive test result for drugs or alcohol, or who otherwise violate this policy, are subject to disciplinary action, up to and including termination.

Employees engaging in any activity designed, intended, or which has the effect of altering the ability to perform required job duties in any manner a drug or alcohol test will be terminated.

**Section 13.3 On-The-Job Accidents and Injuries ~~Section 15.3 On-The-Job Accidents and Injuries~~**

An employee who receives an injury while working for the City may be entitled to benefits under the Worker's Compensation Law of the State of Texas. Including t~~T~~ime spent towards initial and follow up care for~~by~~ the employee is compensable.

If an employee is injured on the job they must immediately contact their Department Head or Supervisor, who will notify the Human Resources Department, if available, and then immediately to fill out a "First Report of Injury" form to determine if they should go to a medical clinic, in addition to receiving a "First Fill" card for any prescriptions they might need. If the employee is unable to complete these reports it will be the responsibility of the Department Head or Supervisor.

If an employee is involved in an accident, and the employee is injured or not, the employee must immediately notify their Department Head or Supervisor who will then notify the Human Resources Department, if available, and then be sent to a City approved medical clinic for drug/alcohol testing in addition to any ~~other~~ treatment that may be~~is~~ needed.

**Section 13~~5~~.4 Seat Belts**

All drivers of and passengers in~~of~~ City vehicles and personal vehicles used for City business are required to use safety belts as equipped for the particular vehicle being used. Employees violating this section are subject to disciplinary action.

**Section 13~~5~~.5 Smoke-Free Workplace Policy**

Maintaining a smoke-free workplace protects the health, safety and well-being of all employees and the citizens served in City facilities. Smoking is prohibited inside all City facilities and within ten feet of any doorway.

**Section 13~~5~~.6 Prohibited Weapons Policy**

The possession by an employee of handguns and other types of weapons are prohibited in all City facilities, except as specifically required by certain positions, where it is a bona fide job requirement.

Any employee who is licensed to carry a concealed handgun may transport or store a firearm in a locked, privately owned motor vehicle located in a parking area for employee parking provided on City property.

This Section does not apply to an employee that has received written permission from the Municipal Court Judge, pursuant to Section 46.03 of the Texas Penal Code, to carry a firearm within City Hall / Municipal Court, as amended.

Specifically prohibited are:

**1. ..... ANY TYPE OF FIREARM**

2. A knife with a blade over 5 ½ inches
3. "Brass knuckles" or "knuckles" made of any other hard substance
4. A throwing knife, dagger or switchblade
5. Any other weapon made illegal as described in the Texas Penal Code, Section 46.01

Violation of this policy may result in disciplinary action, up to and including termination.

## CHAPTER 14 MISCELLANEOUS REGULATIONS ~~CHAPTER 16 MISCELLANEOUS REGULATIONS~~

### Section 14~~6~~.1 Nepotism

Nepotism is the patronage bestowed or favoritism shown on the basis of family relationship, as in business and politics. Unless already authorized by the City Council, the practice of nepotism in hiring personnel or awarding contracts is forbidden by the City. No person may be hired by the City who is related within the second degree of affinity or within the third degree of consanguinity to any member of the City Council, the City Administrator, or any other city officer. In addition, in the interest of effective management, no employee shall supervise another employee who is related within the second degree of affinity or the third degree of consanguinity to the supervisory employee.

### Section 14~~6~~.2 Driving Records Check

Driving records may be obtained prior to employment or at any time during employment.

Employees who operate a vehicle for City business must immediately notify their Department Head or supervisor if their driver's license has been suspended, revoked, or denied.

If an employee, who operates a motor vehicle as a job duty, receives a traffic citation that may result in the employee's driving privileges being suspended, and driving is an essential function of the job, the employee must notify their Department Head or supervisor within three days of the issuance of the ticket. The Department Head or Supervisor must notify the HR Department and City Administrator. If the traffic citation requires an appearance at court, the employee must notify their supervisor of the status of the citation the next working day after the court proceeding.

The City periodically requests driver's license information from employees so that driving record information can be obtained. An unsatisfactory driving record may be a factor in determining an employee's ability to perform their job and may be grounds for disciplinary action or termination.

### Section 14.3 Use of Cell Phones

The City recognizes that many employees bring cell phones to work. Cell phones may belong to the employee or be provided for the employee's use by the City. Employees who use cell phones to violate City policy, including the City's Sexual and Other Unlawful Harassment Policy, will be subject to disciplinary action.

#### A. City Issued Cell Phone and Use of Cell Phones for City Business

Employees using City-issued cell phones have no expectation of privacy in cell phone calls, pictures, or text messages on these phones and must consent to a request to provide the City access to all cell phone and text message records used for City business purposes.

Records related to calls, text messages, pictures and videos made and received on City owned cell phones or business calls made on personal cell phones, as well as information related to telephone numbers called, length of call, and time and date of call are public information.

SMS communications are allowed only on City issued phones. The City has the capability to archive SMS messages on City issued phones via internally utilized software and could provide those records should a request of communication be received. Personal cell phones are not to be used to send any form of written communication about City business.

Employees should be aware that cell phone calls are not secure and can be monitored. It is a crime for a third party to intentionally monitor cell phone conversations without the consent of one of the parties to

the conversation. Caution should be used whenever confidential or sensitive information must be discussed on a City-provided cell phone.

**Commented [AN19]:** Policy required for employees who will receive a City issued cell phone.

**B. Use of Cell Phones While Driving**

The use of a cell phone while driving may present a hazard to the driver, other employees and the general public. Employees must adhere to all Federal, State or local rules and regulations regarding the use of cell phones while driving and conducting City business.

Employees must use a hands free device if voice communications are necessary while driving at any time while conducting City business. However, safety must always be the first priority. The City expects you to keep these calls brief. If, because of weather, traffic conditions, or any other reason, you are unable to concentrate fully on the road, you must either end the conversation or pull over and safely park your vehicle before resuming your call.

If a hands free device is not available or is not functioning the employee shall pull off the road to a safe location before making or returning cell phone calls or any form of electronic communication.

Texting
The sending, receiving, composing or use of text messages or emails on a cell phone, computer, or any type of device while driving on City business by any employee is strictly prohibited. Employees shall pull off the road and park their vehicle in a safe and legal manner before attempting to read, respond to, or compose any type of text message or email.

Exceptions
An emergency call placed to a Public Safety Department and/or 911 for situations such as a fire, traffic accident, road hazard or medical emergency. In such cases, the communication should be as short as reasonably necessary to communicate the nature of the emergency, location, etc.

Fire and police personnel are not subject to this standard, while in the course of their duties, the need to communicate official business matters via cell phone is the only option so as not to compromise their operations.

Employees found to have violated this policy will be subject to disciplinary action up to and including termination of employment depending on the severity and frequency of the violation(s).

**Commented [AN20]:** Did not previously have policy on using phones while driving during business hours.

**Section 146.43 Use of Information Technology and Devices**

The City provides employees with computers that may include access to e-mail and the Internet for the purpose of performing their jobs more efficiently. This technology is provided by the City at its own expense and its use and all related resources are restricted to conducting City business. All work done using this technology is and remains the property of the City. It is not intended for use in connection with an employee's personal business, private or non-business matters, to solicit business for non-work related ventures, or for any personal cause, including political or religious issues.

Employees do not have any right of privacy with respect to the use of the City's computers, software, e-mail, or the Internet. Employee communications, documents and other matters on computers, software, email or the Internet are subject to inspection and review by the City management and may be subject to disclosure under the Public Information Act. Employees are strictly prohibited from printing, displaying, downloading or sending any sexually explicit images, messages, cartoons or jokes. This includes excessive messages with little information that slows down productivity and clogs the system or non-work related activities, such as chat rooms. Inappropriate or abusive use of computer technology may result in disciplinary action up to and including termination.

Employees are prohibited from posting, transmitting and/or disseminating the following items on any personal web page, social networking website, community-based website, online discussion forum, online

blog, instant messaging chat client, chat room, or other online social space without the written permission of a Department Head or Supervisor and the City Administrator:

**1. ANY MATERIAL THAT MAY BRING DISCREDIT TO OR MAY ADVERSLY AFFECT THE EFFICIENCY OR INTEGRITY OF THE CITY OF HELOTES.**

**A. Electronic Mail**

Electronic mail (e-mail) is used to facilitate business-related communication between employees and other businesses outside the Cityorganization. The use of e-mail is considered the same as creating or sending a business letter or office memo and is structured in a professional manner that represents the employee and the City. They are not the private property of any employee and employees have no right of privacy. The City reserves the right to review, audit, intercept, access and disclose all messages created, received or sent over the electronic mail system for any purpose.

**C. B. Internet Usage**

Access to the Internet is provided to employees in certain positions in order to utilize its resources for conducting City business. The City reserves the right to review and monitor employee Internet access. Employees are not permitted to download, display or disseminate materials that may be considered obscene, racist, sexist or otherwise offensive.

**Section 146.54 Breastfeeding**

Pursuant to Texas Government Code Title 6, Subtitle A, Ch. 619, the City supports the practice of expressing breast milk during work hours for a reasonable amount of time that may be needed beyond the usual meal or break times. Employees who wish to express milk during work hours shall keep supervisors informed of their need.

The administrative conference room within City Hall is available for employees to express milk privately. Employees can use the sign in log located in the Development Services Department to coordinate milk expression times that are most convenient to meet their needs. Employees are responsible for keeping the room clean.

Expressed milk may be stored in any municipal refrigerator located in the Police, Fire, Public Works, or City Hall facilities, and all expressed milk should be labeled with the employees name and date collected so it is not inadvertently confused with another employee's milk. Each employee is responsible for proper storage of her milk.

Expressed milk may be stored in any municipal refrigerator located in the Police, Fire, Annex, or City Hall facilities, and all expressed milk should be labeled with the employees name and date collected so it is not inadvertently confused with another employee's milk. Each employee is responsible for proper storage of her milk.

## CHAPTER 15 EMPLOYEE PERFORMANCE EVALUATION ~~CHAPTER 17 EMPLOYEE PERFORMANCE APPRAISAL~~

### Section 15~~7~~.1 Performance Evaluations~~Appraisal~~

~~A. Performance Appraisals~~

Performance appraisals are conducted to give employees feedback on their overall job performance. The performance ~~appraisal~~evaluation interview establishes a time when employees and supervisors can meet to discuss
performance, work goals and personal development goals. The ~~appraisal~~evaluation is intended to give the
employee and the City information that assists the employee in becoming a more effective worker.

Written performance ~~appraisal~~evaluations are completed by the Department Head or Supervisor at least 10 work days prior to completion [See Section 8.1 (A)] of original probation. Thereafter, performance ~~appraisal~~evaluations are conducted on an annual basis. Informal ~~appraisal~~evaluations and work discussions may occur on a more frequent basis and in accordance with the Grade and Step Policy. Performance ~~appraisal~~evaluations are in written form on approved performance ~~appraisal~~evaluation forms. The Department Head or supervisor may delay completion of a performance ~~appraisal~~evaluation due to pending disciplinary review.

When conducting performance evaluations, Department Heads and Supervisors are responsible for objectively evaluating the employee's job performance throughout the evaluation period.

Department Heads and Supervisors are responsible for the validity of performance ratings.

**Commented [AN21]:** Moved B. Evaluation of Performance Appraisals into main paragraph.

~~B. Evaluation of Performance Appraisals~~

~~When conducting performance appraisals, Department Heads or Supervisors are responsible for objectively evaluating the employee's job performance throughout the evaluation period.~~

~~Supervisors are responsible for the validity of performance ratings.~~

**CHAPTER 16~~8~~ CONDUCT**

All violations of Chapter 16~~8~~ will be handled using~~by the~~ policies in Chapter 17~~9~~. See also Chapter 2, Article 4 *Ethics* of the City of Helotes Code of Ordinances.

City employees are prohibited from engaging in any physical, intimate, and/or sexual relationship with any subordinate employee (this includes Reserves, Volunteers and Interns).

As civil servants, City employees are held to a high level of professional behavior. Therefore, it is expected that all City employees show due consideration and respect for the public, their colleagues and the office they hold.

City employees are expected to keep their private lives unsullied so as not to reflect poorly on the City; to maintain courageous calm in the face of danger, scorn or ridicule; to have self-restraint; to be constantly mindful of the welfare of others; to be honest in both thought and deed, in both personal and official life; and to be exemplary in obeying the laws of the land and the regulations of their department.

City employees are prohibited from engaging in any conduct, on or off-duty, that could reflect unfavorably upon the City.

Employees must avoid any action that might result in, or create the impression of using their position for private gain, or giving preferential treatment to any person or company while conducting City business. It is the responsibility of all employees to observe rules and regulations adopted for the orderly, proper, efficient and safe operation of City functions.

**Section 16~~8~~.1 Restricted Activities**

Certain activities, by virtue of their relationship to the City service or to the unique characteristics of the City, must be regulated or restricted. These activities include, but are not limited to the following:

**A. Outside/Inside Employment**

Outside / Inside employment includes, but is not limited to, other employment, the ownership or operation of a business, employment as a consultant or advisor, employment with the City in another position, or employment with another local governmental entity. Such employment must not conflict with the performance of assigned City duties nor be in competition with the City.

Outside / Inside employment must be reported to and may be authorized by the City provided that the employment does not affect or interfere with any City programs or create a conflict of interest or the appearance of a conflict of interest.

Employees desiring to engage in outside / inside employment must submit a written notification to their Department Head stating the type of work to be performed, the~~ employee's~~ business, agency, or organization and the hours of work. In cases where the outside / inside employment is deemed a conflict of interest, a written response stating the reason or justification for denying~~not supporting~~ the request will be~~is~~ provided.

~~**B. Privileged Information**~~

**B. Privileged Information**

City employees who are involved with plans, programs, or information of public interest may not use this privileged information for personal gain, or to benefit friends or acquaintances. If an employee has an outside interest that could be affected by any City plan or activity, this situation must be reported to their Department Head or Supervisor and the City Administrator immediately. An employee in such a position must also fill out a “Conflict of Interest Form.” This Form can be requested from the City Secretary’s

Office. Each employee is charged with the responsibility of ensuring privileged information remains confidential and that only information that should be made available to the general public is released. Violation of these provisions regarding the use of privileged information for private gain is cause for disciplinary action and/or criminal charges.

**C. Political Activity**

Any funds provided from or through the City are not to be contributed to or used for the conduct of political activities or the benefit of any candidate for public office, partisan or non-partisan; nor is any employee to be assigned to work for or on behalf of any political~~artisan~~ activity or candidate.

The following actions are strictly prohibited and appropriate disciplinary action will be~~is~~ taken if an employee participates in:

1. Working or directing other employees~~staff~~ to work on any political activity on paid time.
2. The use of City facilities or equipment paid for in whole or in part with City funds for political purposes. This includes the use of space, office equipment and telephones during regularly scheduled work hours, as well as after regular work hours.
3. The implicit or explicit coercion of employees to work on political activities on their own time.
4. The use of City rank or title to assist any public official or candidate in any election at any time.
5. Engaging in any political activity while wearing City uniforms or driving City vehicles. (An exception is made for those employees who are voting).
6. Campaigning for and/or assisting during working hours in the election of any public official running for public office.

**Section 16~~8~~.2 Harassment Policy**

The City is committed to providing a work environment that is free from harassment or intimidation toward or by any employee, supervisor, manager, citizen, visitor or other non-employee work contact.

**A. Definition of Harassment**

Harassment is defined as unwelcome or unsolicited verbal, non-verbal, physical or sexual conduct that:

**1. IS MADE A TERM OR CONDITION OF EMPLOYMENT, SUCH AS A SUPERVISOR'S DECISION TO HIRE OR FIRE;**

2. Is used as the basis for employment decisions like pay, promotion or job assignments;
3. Interferes with the employee's work performance; or
4. Creates an intimidating, hostile, unprofessional or offensive work environment.

Examples of what may be considered harassment, depending on the specific facts and circumstance, include but are not limited to the following:

**Verbal and Non-Verbal Harassment**:

Derogatory, vulgar or degrading comments, jokes, gestures or other verbal or non-verbal conduct, regarding a person's race, color, religion, sex, national origin, age, disability or genetic information, or the distribution or posting of similar written or graphic material offensive in nature.

**Physical Harassment**:

Hitting, pushing or other aggressive physical conduct or threats to take such action against another City employee, elected official or member of the public.~~n.~~

**Sexual Harassment**:

Unwelcome or unsolicited sexual advances, demands for sexual favors, or other verbal or physical conduct of a sexual nature. Behavior that may, depending on the circumstances, be considered sexual harassment includes unwanted touching, holding, grabbing, hugging or other unwanted physical contact. In addition, offensive language or jokes, whistles or "cat calls", staring at a person's body, offensive gestures or motions, or distributing or displaying sexually oriented cartoons, pictures, calendars or other objects may be considered sexual harassment.

**Retaliation**:

Demonstrating hostility toward, alienating or otherwise taking unfriendly action against another City employee for complaining about or reporting the behaviors described above.

**B. Reporting Process**

If an employee believes harassment has occurred or witnessed what is believed to be harassment of or by another employee(s), immediate action should be taken by:

- Identifying the offensive behavior to the harasser and requesting that it stop.
- Discussing the concern as soon as possible with Department Head or with Human Resources whichever~~om~~ the employee feels most comfortable talking with about the problem.
- Contacting the City Administrator or Mayor to report the complaint/incident when the employee is not comfortable talking directly to the harasser, ~~or~~ the employee's Department Head, or Human Resources.

There is no requirement for the form or content of a harassment complaint. The complaint may be verbal or written. It is recommended that as much information as possible be provided regarding the offending incident or conduct; such as: what happened or is continuing to happen, the person(s) causing the harassment, time(s), place(s), and if available the names of witnesses, and any other information pertinent to the complaint.~~etc.~~

**C. Supervisor Responsibility**

Department Heads and supervisors are responsible for the conduct of all City employees. As part of this responsibility they must take steps to eliminate any form of harassment and counsel or discipline employees as necessary to correct inappropriate behavior. Supervisors who are aware of or should have known of harassment by employees or non-employees and who do not take immediate action to correct the situation may be subject to disciplinary action. Allegations of harassment will be~~are~~ dealt with as much confidentiality as possible.

When a supervisor is notified of alleged harassment, the supervisor is required to promptly notify their Department Head who will, in turn, notify~~and~~ the City Administrator for a determination as to how the investigation is to be made. The complaint is promptly and thoroughly investigated. The investigation may include interviews with individuals directly involved and where necessary, with employees who may have observed the alleged harassment or who may be similarly situated. The complaint, investigative steps and findings will be~~are~~ documented as thoroughly as possible.

All employees filing a complaint regarding harassment are to receive a written response, from their Department Head or Supervisor, addressing their complaint within ten (10) business days. This response must be reviewed by the City Administrator and submitted to Human Resources.

**D. Disciplinary Action**

If the investigation determines~~indicates~~ that harassment did occur or retaliation against complainant(s), witness(es) or person(s) who participate in the investigation occurred, appropriate action up to and including termination will be~~is~~ taken against the employee who committed the harassment.~~.~~

Employees who file a harassment complaint that is groundless and brought in bad faith, or brought for the purpose of humiliating others, is subject to disciplinary action up to and including termination.

**Section 16~~8~~.3 Appearance and Dress**

Professional appearance and attire is required during work hours. Employees are expected to take sufficient hygienic care to maintain a neat and clean appearance appropriate for their specific job and work environment. Employees who are required to wear uniforms and/or safety gear are to wear them appropriately. Employees whose dress and appearance do not meet the standards of sound judgment and are not appropriate for their job and work environment are subject to disciplinary action. The respective~~A~~ Department Head or Supervisor will determine~~s~~ if an employee's appearance and dress is appropriate.

Jeans are allowed but must be uniformly dyed with no holes or frayed edges. Jewelry, piercings and tattoos are generally allowed but should not be excessive, or unprofessional in appearance or distracting. Tattoos and piercings on the face and neck are not acceptable (excluding ear lobe piercings for earrings and cosmetic permanent makeup for eyebrows, eyeliner, lipstick, and lip liner only). Permanent makeup shall be in good taste and blend naturally with the skin tone to enhance a natural appearance). If tattoos and/or piercings on the face, neck, or back are present, in the case of tattoos, they must be covered~~ up,~~ and in the case of piercings, articles/jewelry associated with such piercings should be removed. Tattoos on other parts of the employee's anatomy may also be required to be concealed if it is determined by the Department Head that the tattoos are distracting from the work or services performed by the employee. Leggings are permitted but the accompanying top must be at least mid thigh.

Examples of non-acceptable office attire includes: beach flip flops, workout clothes, shorts, cut-offs, miniskirts, tank tops, spaghetti straps, faded or backless attire, or any revealing or ill-fitting clothing, including tops or clothing that reveal the breasts, the midriff or navel.

**Section 18.4 – Social Media and Website Policy**

**Purpose**

**This policy provides guidelines for the use of social media, such as Facebook or Twitter, Instagram and LinkedIn by City employees. The City's primary internet presence shall be City of Helotes websites and social media sites. Social media is useful when sharing information and promoting engagement with our City Council, Staff, citizens, and the general public. The City has an overriding interest in ensuring those who speak on behalf of the City do so in a professional manner and with content that is both accurate and timely.**

**Scope**

**This policy applies to any established or planned website or social media site maintained by the City or its Departments. The policy is applicable to any City of Helotes employee who uses City Social Media Sites or City Websites for any purpose.**

**The policy also applies in a limited manner to all City employees who use personal social media pages or personal websites if the social media page or website, or any individual post thereon, indicates that the employee is an employee of the City of Helotes or otherwise implies an affiliation with the City of Helotes, unless the employee specifically includes the following phrase prominently on the social media site or website: "The views and opinions expressed on this page are the employee's personal views and not those of the City of Helotes." This policy shall not apply to City employees' use of their personal social media or websites when acting solely in a personal capacity.**

**This policy does not apply to social media and websites of elected officials when they are used solely for campaign purposes during an election.**

**Definitions**

**City-Managed Websites – Websites that are designed, developed, and/or maintained by City Staff who are authorized by the City Administrator to do so and that are used to communicate with the public on City-related business.**

**City Social Media Sites – Social media sites that are developed and/or maintained by City Staff who are authorized by the City Administrator to do so and that are used to communicate with the public on City-related business.**

**Comment – A response published on a City social media site using text, graphics, video, or other multimedia file by the authorized Administrator.**

**Copyright – The right of an author to control the reproduction and use of any creative expression (including photos, graphics, body of text, etc.).**

**Facebook – Facebook is a free social networking website where registered users can create profiles, share content, and follow other users.**

**Follow – A term used on social media websites, such as Twitter and Facebook, where an individual chooses to receive updates or information from a particular social media website.**

**Hyperlink – A link from one part of a webpage to another page, such as the City of Helotes home web page, with a link to its events calendar.**

**Instagram – Instagram is a free social media platform used to share photos, graphics, or videos with other registered users.**

~~LinkedIn – LinkedIn is a free social networking website sharing primarily business- and employment-related content.~~

~~Post – A term used on social media websites to indicate an entry published on the webpage, including text, graphics, video, or other multimedia file. \~~

~~Social Media – A type of website where registered users create online communities to share information, ideas, personal messages, and other content (such as videos).~~

~~Social Media Administrators – City Staff who are authorized by the City Administrator and/or his/her designee to oversee social media sites or websites maintained by the City. A social media administrator's authority is limited to actions that directly reflect guidance from the City Administrator and Mayor.~~

~~Social Networking – The creation and maintenance of personal and business relationships online.~~

~~Tweet – A post published on the social networking website Twitter.~~

~~Twitter – Twitter is a free social networking service where registered users can interact with messages, known as "tweets," using 140 characters or less.~~

~~URL – A World Wide Web website address, such as www.helotes-tx.gov.~~

~~Website – A group of web pages that contain hyperlinks and are made available to any user on the Internet.~~

~~Web Page – A particular section of a website that has its own unique URL.~~

~~YouTube – YouTube is a free website where users share video content.~~

~~City-Managed Websites~~

~~City-Managed Websites include, but are not limited to, the following:~~

~~City of Helotes (www.helotes-tx.gov and www.helotestexas.org) – The official websites for the City of Helotes providing comprehensive information about our form of government, policies, procedures, Departments, City news, and City events.~~

~~Economic Development Corporation (www.helotesedc.com and www.helotesbusiness.com) – These websites compliment the mission of the Corporation to promote, encourage, and enhance economic development and growth within the City.~~

~~Helotes Area Community Band (www.helotesareacommunityband.com) – This webpage is used to learn more about the Helotes Area Community Band and to see all scheduled events.~~

~~Helotes Career Hub (www.helotesjobs.com) – The official career webpage for the City where all vacant job positions are posted and applicants are encouraged to apply for job postings.~~

~~Helotes Magazine (www.helotesmagazine.com) – This is a link for anyone to see the most current edition of the Helotes Magazine.~~

~~MarketPlace @ Old Town Helotes (www.helotesmarketplace.com) – The official website for the MarketPlace @ Old Town Helotes provides prospective vendors and attendees comprehensive information about the event and serves as a registration medium for vendors who want to participate in the event.~~

~~Shop Helotes (www.shophelotes.com) – This website encourages visitors to buy local. In addition, Helotes businesses can create their own web page on the website that provides information about their goods and/or services.~~

~~Visit Helotes (www.visithelotes.com) – This webpage is a "splash page" or landing page for visitors. After accessing this page, visitors can find links to the other City websites.~~

~~City Social Media Sites~~

~~City Social Media Sites include, but are not limited to, the following:~~

~~City Facebook (@helotes) – The City uses Facebook to engage with the public and to help showcase Helotes as a preeminent residential, commercial, and tourism city in the Texas Hill Country.~~

~~City Instagram (@helotestx) – The purpose of the City's Instagram profile is to promote the City through photographs so people are encouraged to visit, shop, dine, and play in Helotes.~~

~~City LinkedIn (TBD) – The City's official LinkedIn webpage is designed to provide prospective employees and current staff information about working at the City of Helotes.~~

~~City Twitter (@City_of_Helotes) – The City's Twitter account is used to provide news about events, happenings, and timely occurrences of interest pieces to citizens and the general public.~~

~~City YouTube Channel (City of Helotes) – The City's YouTube page provides videos of public meetings and coverage of special events.~~

~~Helotes Area Community Band Facebook (@helotesband) – A Facebook page that provides details regarding band concerts, events, and facilitates engagement with members and the public.~~

~~Helotes Area Community Band Instagram (@helotesband) – An Instgram page that shares photos and events regarding band concerts, events, and member news.~~

~~Helotes Area Community Band Twitter (@helotesband) – A Twitter account that provides news about band concerts, events, and member news.~~

~~Helotes Fire Department Facebook~~

(@helotesfiredepartment) – The purpose of the Fire Department Facebook page is to disseminate important notices, educational content, Departmental news, and encourage engagement with the public.

Helotes Police Department Facebook (@helotes-police-department) – The purpose of the Police Department Facebook page is to disseminate important notices, educational content, Departmental news, and encourage engagement with the public.

Shop Helotes Facebook (@shophelotes) – A Facebook page that compliments the Shop Helotes website, providing current information about special events and businesses within the City.

Authorized Use of City Social Media Sites and City-Managed Websites

The City utilizes social media and websites for the purpose of sharing information, promoting events, engaging with the public, and other objectives, as determined by the City Administrator and/or his designee. Daily management of all City-Managed Websites and City Social Media shall be the responsibility of the Public Relations Specialist (PRS). A request to post information shall be submitted to the PRS with posting information and desired websites. Once approved by the PRS, the PRS shall post the content. The following provisions apply to all Departments and/or employees who publish content on City Social Media Sites or City-Managed Websites:

1. Observe and abide by all copyright, trademark, and servicemark restrictions when publishing content;
2. All content shall be subject to archive and retention as defined in the Texas Public Information Act, Texas Government Code, Chapter 552;
3. Employees submitting information for posting and the PRS should ensure the accuracy of all information posted to City Social Media Sites and City-Managed Websites—information posted to City Social Media Sites and/or City-Managed Websites should be current, accurate, complete, and relevant, and if mistakes are made, the error must be corrected as quickly and candidly as possible;
4. All content should follow and abide by the terms of service of each social media site on which it is posted, if applicable;
5. All content posted to City Social Media Sites and City-Managed Websites should remain professional in tone and be in good taste
6. If content includes photos of any City employee, independent contractor, or volunteer, the PRS shall ensure the appropriate releases have been completed prior to posting; and
7. Department websites and social media content are subject to review, editing, and approval by the Public Relations Specialist.

In addition to the above guidelines, the following applies to City employees' use of City Social Media Sites and City-Managed Websites, including content that discusses City business, policies, or procedures:

1. Employees should have no reasonable expectation of privacy when engaging in City Social Media Sites or City-Managed Websites online. Such social media and website content may be obtained for use in criminal trials, civil proceedings, and administrative investigations. Content is accessible by the public, not retractable, and can be retained or referenced for long periods of time.
2. Employees are prohibited from posting text, photos, graphics, or video recordings of City business on City Social Media Sites and/or City-Managed Websites without prior authorization from the PRS.
3. Employees are prohibited from posting on City Social

Media Sites and/or City-Managed Websites sexually explicit images, videos, cartoons, jokes, messages, or other material that would be considered a violation of the City policy preventing sexual harassment in the workplace.

4. When posting content on City Social Media Sites and/or City-Managed Websites, employees shall avoid all conduct that would compromise the integrity of the City, undermine public confidence in the City, and/or adversely affect any employee or Department.

5. Employees are prohibited from using City Social Media Sites or City-Managed Websites to provide misinformation about the City, fellow employees, or City policies and procedures.

Public Comment and Interaction

The City welcomes the opportunity to engage with its citizens and the general public through websites and social media in a limited public forum. These forums operate in a spirit of professionalism, good taste, community, and educational interaction. Users and visitors to City Social Media Sites and Websites shall be notified that the intended purpose of the site is to serve as a means to foster communication between the City and the public.

City Social Media Sites and City-Managed Websites that offer comment or interaction functions shall provide a disclaimer on the site that "posted comments do not necessarily reflect the views or positions of the City."

The City reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable law. Editing or deleting content is permitted if the content:

a. Promotes, constitutes, or encourages illegal, improper, or illicit purposes through visual, textual, or auditory posting;

b. Promotes or advocates violence or the threat of violence against any individual or group;

c. Promotes, fosters, or perpetuates discrimination on the basis of race, creed, religion, gender, national origin, physical or mental disability, or sexual orientation;

d. Would be reasonably considered pornographic, obscene, or defamatory in nature, or contains inappropriate sexual content or links;

e. Compromises the safety of City employees or officials or City public infrastructure systems;

f. Violates a legal ownership interest of another party such as a copyright or violates confidentiality; or

g. Violates the hosting social media site's terms of service.

Records Retention of City-Authorized Social Media and Websites

The City of Helotes shall maintain social media sites and websites records in accordance with this policy and with State Law.

Employee Use of Personal Social Media and Websites

This policy applies to City employees' use of their personal social media sites (i) when acting as an employee or representative of the City of Helotes; (ii) when identifying themselves as an employee or representative of the City of Helotes; or (iii) when an employment relationship, representative relationship, or other affiliation with the

City of Helotes is otherwise implied. Personal social media sites or websites may be monitored to determine applicability to and/or adherence with City policies.

To avoid applicability of this policy to a personal social media account or website, or to an individual post thereon, City employees must adhere to the following guidelines. Failure to do so could result in the information being considered the employee speaking on behalf of the City and will be treated in the same manner as employee use of City Social Media Sites or Websites.

1. Employees identifying themselves as an employee of the City on personal social media accounts or websites or otherwise implying an affiliation with the City shall state that "the views expressed on this site are the employee's personal views only, and they do not reflect the views of the City of Helotes, its staff, or its officials." This statement shall be placed as a disclaimer on the employee's personal social media account or website, and should be included along with any post that would otherwise violate this policy.
2. Personal social media accounts or websites may not be designated in a way that would cause users to believe that the site is administered or endorsed by the City, including the unauthorized use of City logos or City trademarks. This includes political websites or social media sites used and administered by candidates for public office in the City of Helotes.
3. Employees are prohibited from posting on personal or social media accounts or websites sexually explicit images, videos, cartoons, jokes, messages, or other material that would be considered a violation of the City policy preventing sexual harassment in the workplace.
4. For online safety, employees are discouraged from providing personally-identifiable information within personal social media accounts or websites, including addresses, telephone numbers, or e-mail addresses.

City time and equipment should not be used for updating personal social media accounts or websites, including updating personal pages or profiles. Time spent on social media sites should be limited in the same manner as time spent on the telephone or internet while conducting personal business.

Employee Photo Release Agreement

All City personnel (full-time, part-time, independent contractors, and volunteers) shall complete the Photo Release Agreement as designated by the Public Relations Specialist. If any personnel refuses or fails to complete the Photo Release Agreement, that person's photo will not be used in any manner on City Social Media Sites, City-Managed Websites, or otherwise.

Violations

Violations of this policy shall be considered misconduct and may result in disciplinary action, up to and including termination of employment.

Department Heads and Supervisors are responsible for subordinate compliance with this policy and for investigating non-compliance.

Revisions

The City of Helotes reserves the right to update this policy as needed.

**Commented [AN22]:** Will be administered through Administrative Directive.

**CHAPTER 17 ~~9~~ DISCIPLINE**

**Section 17~~9~~.1 Overview**

It is the responsibility of all employees to observe the regulations necessary for the proper operation of City functions and to insure continuing services. Procedures have been established for the handling of disciplinary measures of reprimand, suspension, demotion and discharge. Any disciplinary measure may be used in any given situation where deemed appropriate.

Reasons for disciplinary action include, but are not limited to, the following:

1. Insubordination;
2. Demonstrated incompetence or inefficiency in the performance of job duties;
3. Carelessness, negligence or misuse of City property or funds;
4. Theft or intentional destruction of City property or funds;
5. Neglect or refusal to comply with a lawful directive;
6. Being under the influence of intoxicants or drugs while on duty or possessing such substances on City property;
7. Indulging in offensive conduct or using offensive or abusive language in public or at the work site;
8. Conviction of a felony or misdemeanor that has a harmful affect on City operations or the employee's ability to carry out their job duties, that reflect negatively upon the City, or subjects the City to increased liability for the employee's actions;
9. Deliberate or careless conduct endangering the safety of the employee or other employees;
10. Inducing or attempting to induce any employee to commit an act in violation of City rules, regulations or official policy;
11. Using, threatening or attempting to use personal or political influence in an effort to secure special consideration as an employee;
12. Violating the provisions regarding political activities;
13. Intentional falsification of personnel records, time cards or other City records;
14. Sleeping on duty (an exception is made for on duty, shift firefighters);
15. Habitual absenteeism;
16. Violating a safety rule or practice;
17. Leaving an assigned work area without prior authorization by the supervisor;
18. Violation of a departmental rule, regulation, order or professional ethics;
19. Leaving~~Quitting~~ work early without authorization to do so;
20. Lying to supervisors or falsifying records with respect to official duties, including work duties and discipline;
21. Failure to report, where known, violation of personnel or departmental rules by any employee in conjunction with City employment;
22. Discussing with unauthorized persons any confidential information gained through employment with the City;
23. Indulging in offensive conduct, on or off-duty, that reflects unfavorably upon the City or subjects the City to increased liability for the employee's actions;
24. Engaging in an unlawful act while on duty or while representing the City;
25. Threatening another employee with bodily harm;
26. Abuse of any type of paid or unpaid leave or other benefit program;
27. Failure to maintain required licenses or certifications;
28. Operation of a vehicle for City business if driver's license is suspended or revoked;
29. An employee who operates a motor vehicle as a job duty who receives a traffic citation that may result in the employee's driving privileges being suspended, and driving is an essential function of the job, the employee must notify their Department Head, or supervisor within three days of the issuance of the ticket.
30. Any employee absent from work for three consecutive days without notification of such absence is deemed to have abandoned their job and is terminated, unless extenuating circumstances require a lesser action;
31. Failure to comply with the City's Drug/Alcohol Free Workplace Policy;
32. Failure to comply with the City's Prohibited Weapons Policy;

33. Failure to comply with the City's Harassment Policy; or
34. Failure to comply with the City's Smoke-Free Workplace Policy.

**Section 17~~9~~.2 Disciplinary Action**

Disciplinary action may be taken for any of the reasons outlined in~~ the above~~ section 19.1 or for any other cause that warrants such action.

The degree of discipline should be reasonably related to the seriousness of the offense and take into consideration the employee's past disciplinary record and tenure with the City. The City is not obligated to follow a progressive disciplinary process. The City reserves the right to utilize which ever form of discipline it determines appropriate for the offense.

The Human Resources Department (HR) must receive notification from a Department Head or supervisor for Reprimand types B. – G. below. The Department Head or supervisor must also give an official copy of the reprimand to the employee being reprimanded.

**~~A.~~ A. Verbal Reprimand**

Whenever grounds for less severe disciplinary action exists and the supervisor determines that more severe action is not immediately necessary, the supervisor shall verbally communicate~~s~~ to the employee the deficiency and when appropriate, tell the employee how to correct the deficiency. The supervisor also states that failure to remedy the deficiency may result in more severe disciplinary action. A written summary of the verbal warning/disciplinary action must be submitted to and reviewed by the City Administrator and HR to be included in the employee's personnel file.

**~~B.~~ B. Written Reprimand**

A Department Head or Supervisor may initiate a written reprimand in situations where a verbal reprimand did~~has~~ not result~~ed~~ in improvement or where stronger initial action is warranted. The written reprimand should identify the offense(s), the necessary corrective action(s) to be made by the employee, the time period in which the employee must accomplish the corrective action and that further action may be taken if the problem is not corrected within the stated time period. The employee's supervisor and the employee must sign the written reprimand, and after review of the Department Head, a signed copy of the written reprimand must be submitted to HR and reviewed by the City Administrator and be included in the employee's~~ H.R.~~ personnel file.

**~~C.~~ C. Suspension**

When a written reprimand(s) has not corrected a problem, or when a separate severe infraction occurs, the supervisor may recommend to the Department Head that the employee be suspended with/or without pay for a specified period of time. Documentation regarding the suspension must be authorized by the Department Head, and approved by the City Administrator and Mayor.~~.~~

The length of the suspension and determination of whether pay will be withheld shall be established by the Department Head, and approved by the City Administrator and Mayor.~~d.~~

**~~D.~~ D. Non-Disciplinary Suspension**

During an investigation, administrative hearing or trial of an employee for any civil or criminal act, the Department Head may suspend the employee for the duration of the proceedings if it is determined to be in the best interest of the City. Such suspensions may be with or without pay depending on the circumstances and within policy guidelines.

Reinstatement, resignation or discharge terminates the non-disciplinary suspension.

**~~E.~~ E. Reduction In Pay**

When previous disciplinary action(s) has not corrected a problem, or when a serious infraction occurs, an employee's pay may be reduced to a lower amount. Documentation regarding the reduction in pay must be signed by the Department Head and approved by the City Administrator.~~.~~

**~~F.~~ F. Demotion**

When previous disciplinary action(s) has not corrected a problem, or when a serious infraction occurs, an employee may be demoted. Documentation regarding the demotion must be signed by the Department Head and approved by the City Administrator.~~.~~

Employees demoted for disciplinary reasons will be~~are~~ placed on a 3 to 6-month additional probation in the new position.

**~~G.~~ G. Dismissal**

When previous disciplinary action has not corrected a problem or when a serious infraction occurs and the Department Head or Supervisor wishes to terminate the employee they must obtain approval from the City Administrator. ~~, the Department Head may terminate any employee under their direction.~~ Employees on original probation may be dismissed with or without cause. Documentation regarding the termination must be signed by the Department Head. Nothing contained herein shall ever be construed as limiting the City's "at will" employment policy including its abilities related to layoffs, reductions in force, elimination of municipal departments, positions, or for the benefit of the municipality.

**CHAPTER 18~~20~~ COMPLAINTS/APPEALS**

It is the policy of the City of Helotes to provide employees with an ~~appeals~~appeal process for complaints or disciplinary actions taken against them.~~.~~ Chapter 20 shall not apply to employees defined under Section 4.4. Employees covered by Section 4.4 shall be on indefinite original probation, as defined in Section 8.1A, and have no appeal rights outlined within Chapter 20.

**Section 18~~20~~.1 Complaints**

A complaint is a grievance presented to the Human Resources Department about conditions of work, work relationships or the interpretation or application of policies, rules or regulations.

A complaint also includes an employee's appeal of written reprimands, pay increases or decreases, performance ~~appraisal~~evaluations or disciplinary actions.

It is the responsibility of the employee to immediately submit a copy of the complaint to the Human Resources Department. If a complaint is not submitted to the Human Resources Department, it is not a valid complaint. Once the complaint has been received by the Human Resources Department it will begin the process listed in Section 20.2.

Employees serving their original probationary period do not have access to the appeal process for terminations or any other employment or disciplinary action.

**Section 18~~20~~.2 Grievance/Appeals Procedures**

Exhaustion of the appeal process is a prerequisite of pursuing court action.

Employees must attempt to first informally resolve the matter with their immediate Supervisor. If this does not resolve the situation and the employee wishes to continue, a written complaint is made, filed with the HR Department and processed in the following manner:

**Step A.** The written complaint must be filed with the H.R. Department. The H.R. Department must forward the complaint no later than five (5) calendar days to the appropriate Department Head or Supervisor. No later than fourteen (14) calendar days after the receipt of the employee's written complaint, the Department Head or Supervisor responds to the employee's complaint in writing. At the discretion of the Department Head or Supervisor and within the time frame listed above, the Department Head or Supervisor may meet with the employee to further discuss the employee's complaint.

Appeals of verbal or written reprimands are limited to Step A. Employee complaints about Disciplinary Actions C. – G. of Section 19.2 must be submitted as stated below.

**Step B.** If the employee wishes further review of the complaint, the employee must submit an appeal in writing, addressed to the City Administrator but submitted to the H.R. Department no later than seven (7) calendar days of the receipt of the Department Head's or Supervisor's written response. The H.R. Department will then forward the appeal to the City Administrator.

**Step C.** The City Administrator may request a fact-finding study of the complaint. Such fact-finding is to be completed no later than fourteen (14) calendar days upon receipt of the employee's appeal from the H.R. Department, unless additional time is required to complete the fact finding study.

**Step D.** No later than fourteen (14) calendar days of the receipt of the employee's complaint, the City Administrator may meet with the employee to discuss the complaint. The decision to sustain the Department Head's or Supervisor's action, modify such action, or reverse the action will be made by the City Administrator no later than fourteen (14) calendar days of the receipt of the complaint, forwarded, from the H.R. Department.

**Step E.** If the employee wishes further review of the complaint, the employee must submit an appeal in writing, addressed to the Mayor but submitted to the H.R. Department no later than seven (7) calendar days of the receipt of the City Administrator's written response.

**Step F.** The Mayor may request a fact-finding study of the complaint. Such fact-finding is to be completed no later than fourteen (14) calendar days upon receipt of the employee's appeal from the H.R. Department, unless additional time is required to complete the fact finding study.

**Step G.** No later than fourteen (14) calendar days of the receipt of the employee's complaint or receipt of the results of any fact finding study, the Mayor may meet with the employee to discuss the complaint. The decision to sustain the City Administrator's action, modify such action or reverse the action will be made by the Mayor no later than fourteen (14) days of the receipt of the employee's complaint from the H.R. Department. The determination of the Mayor is final.

**Step H.** Notwithstanding anything contained herein to the contrary, nothing provided for in this Section shall ever be construed as compelling the City to undertake a redundant act or to compel any act inconsistent with the good order, health and safety of the municipality.

**Section 18~~20~~.3 Stipulations**

If the employee does not file the complaint document within the stated time limits, the matter is considered to have been withdrawn.

Only issues submitted in written form and timely filed are addressed during the complaint process.

The employee does not lose any pay while reasonably preparing and presenting the complaint. The employee must obtain prior approval of the supervisor to spend reasonable amounts of time on these matters. Such approval is not to be unreasonably withheld.

Except as otherwise stipulated, complaint / appeal hearings are informal hearings. These hearings are not bound by any formal rules of evidence. The person responsible for hearing the complaint has the sole authority to allow evidence and witnesses.

**Section 18~~20~~.4 Employee's Right to Representation**

Employees have the right to be represented during the complaint process so long as the representative does not claim the employee's right to strike.

## CHAPTER 1921 SEPARATIONS

The relationship between the City and its employees is "employment at will," irrespective of the classification of the position. "At Will" means that the employment relationship can be terminated by either employer or employee at any time for any or no reason, in so much as it is not illegal.

Employees terminating employment from the City are required to turn in all keys, material or equipment, or other City property by their last day of employment. Failure to do so may result in legal action.

The termination of non-management employees falls under the authority of the Department Head. The termination of the City Administrator, City Secretary, Police Chief and/or the Fire Chief positions falls under the authority of the City Council. The termination of any employee must be processed through the Human Resources Department.

### Section 1921.1 Voluntary Separations

**A. Resignations**

Employees resigning from City service are requested to submit a resignation in writing and give a minimum of fourteen (14) calendar days notice.

Employees who resign and wish to be rehired must make application and compete in the appropriate recruitment process.

**B. Retirements**

Employees retiring from the City are eligible for benefits as provided for by the Texas Municipal Retirement System (TMRS.)

### Section 1921.2 Involuntary Separations

**A. Termination**

Nothing contained herein shall ever be construed as limiting the City's "at will" employment policy including its abilities related to layoffs, reductions in force, elimination of municipal departments, positions, or for the benefit of the municipality.

**B. Reduction In Force**

The City in its discretion determines whether a reduction in force is necessary due to; lack of work, lack of funds, curtailment of operations or programs or other circumstances deemed necessary by the City Council. The City Council authorizes all reductions in force. If it is determined that a reduction in force is necessary, employees are laid off in the following order.

1. Part-time/Temporary employees;
2. Regular, full-time employees who have not completed their original probationary period;
3. Regular, full-time employees whose performance reviews document poor or inadequate performance;
4. Regular, full-time employees in good standing.

If two or more regular, full-time employees have the same performance and attendance ratings, seniority will be the determining factor.

**C. Recall**

Recall rights apply to the following situations if the positions become available within the one-year recall period and provided the employee has the ability and qualifications to satisfactorily perform the job.

1. Recall to the employee's former position — such recall occurs in reverse order of layoff, not including employees who were completing their original probationary period or temporary employees.
2. Recall to a vacant full-time position within the City in the same classification.

If an employee is recalled to a position other than previously occupied, the employee has the right to refuse the recall. If an employee accepts the recall, the employee forfeits all other recall rights to any other positions.

Regular full-time employees who are eligible for recall are given 14-calendar days notice of recall. The recall notice is sent by certified or registered mail. The employee must notify the City Administrator or Department Head of their intent to return within three days of receipt of such notice of recall. It is the employee's responsibility to provide the City with the most current and correct mailing address.

Tenure or length of service with the City, for purposes of fringe benefit calculation does not accrue while an employee is on layoff status. However, upon recall to work, tenure or length of service resumes without loss of tenure gained prior to layoff. Amounts of earned but unused vacation leave are paid out, consistent with current benefit plans to eligible employees at the time of layoff.

The City does not make contributions to the retirement plan on behalf of eligible employees while on layoff status. The election by employees to leave accrued personal contributions in the plan while on layoff or to withdraw those funds may be made within the terms and provisions of the plan itself.

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**This Personnel Policy and Procedures Manual may be interpreted, as necessary, in the manner provided by Tex. Gov't Code Ann. § 311.001 the Code Construction Act, the applicable provisions thereof being adopted herein.**

## CHAPTER 22 – DEFINITIONS

### Section 22.1 – Defined Terms

**APPEAL –** A complaint to management relating to a written reprimand, pay increase or decrease, performance appraisal, suspension, involuntary demotion or dismissal; except employees serving their original probationary period do not have access to the appeal process for dismissals.

**BENEFITS -** Vacation, holiday, personal leave, health insurance, life insurance, retirements and any other financial or economic benefits that are offered by the City.

BIRTH OF A CHILD - **For a woman giving birth, an initial leave request, either before or after the birth, is usually treated as a request for disability. Since a "normal" birth may result in six weeks of leave due to a disability, any additional leave requested would be due to the birth of a child as provided for under Family/Medical Leave.**

**BONA FIDE OCCUPATIONAL QUALIFICATION -** A qualification requirement for a job that is made in "good faith" and is designed to ensure that applicants have the necessary skills and knowledge to perform the job.

**BREAK IN SERVICE -** Any lapse of working time between the official separation of an employee and subsequent rehiring.

**CITY COUNCIL -** The policy making body of the City of Helotes.

**CITY ADMINISTRATOR -** The Chief Administrative Officer of the City of Helotes, appointed by the City Council. Duties and responsibilities include assisting the Mayor in the administration of personnel policies and procedures.

**CLASSIFICATION (Job Title) -** Positions which may be similar in nature, have approximately the same level of difficulty and responsibility, require comparable skills, knowledge and abilities at the time of recruitment and that may be fairly compensated by a general range of pay.

**DEMOTION -** Moving an employee from one position to another position in a lower pay range.

**DEPARTMENT HEAD -** An individual or designee, who is regularly responsible for directing the overall operation of a major functional unit or activity.

**DISCIPLINARY ACTION -** A verbal reprimand, written reprimand, pay reduction, suspension, involuntary demotion or dismissal.

**DISMISSAL -** The involuntary separation from employment.

**EMPLOYEE -** A person on City of Helotes' payroll.

**EMPLOYMENT DATE -** The date an employee begins work and is hired as a regular full-time/part-time or temporary employee.

**ESSENTIAL FUNCTION (ESSENTIAL JOB FUNCTION) -** The fundamental duties of a position that the employee must be able to perform with or without reasonable accommodation and without undue hardship to the employer. An essential job function is one that is so critical it cannot be eliminated from the job description without significantly changing the position's role and contribution to the City.

**EXAMINATION -** A written, verbal, physical, skill, performance or other job related test or review specifically used to assist in evaluating an applicant's ability to perform the essential functions and duties of a particular job.

**EXEMPT POSITIONS** - Employees in exempt positions spend the majority of their work time performing administrative, executive or professional duties. Exempt positions are not eligible for overtime compensation and meet the Fair Labor Standards Act definitions for exemption.

**FAMILY** - The definition of family for purposes of bereavement leave includes the employee's or spouse's: parents, brother(s), sister(s); grandparent(s); uncle(s), aunt(s), child(ren), or if the employee is a pallbearer at a funeral. For purposes of Family/Medical Leave, see the definition of "immediate family".

**FIRE DEPARTMENT WORK PERIOD –** The adopted work period for shift fire fighters is twenty eight (28) days, with a maximum of 212 hours worked at their regular rate of pay.

**FULL-TIME POSITION** - One in which the employee is scheduled to work 40 hours in the work week or another approved full-time schedule.

**GRIEVANCE** - A complaint to management about conditions of work, work relationships or the interpretation or application of policies, rules or regulations, other than disciplinary actions, adopted to cover personnel practices.

**IMMEDIATE FAMILY** - The employee's (or applicant's) mother, father, stepmother, stepfather, foster mother, foster father, mother-in-law, father-in-law, grandmother, grandfather, sister(s), brother(s), grandchild(ren), sister(s)-in-law, brother(s)-in-law, spouse, child(ren), foster child(ren), aunt(s), uncle(s), niece(s), nephew(s), first cousins, step-relatives or any other relative actually living in the same household. For purposes of bereavement leave, see the definition of "family".

**INTERNAL ALIGNMENT** - The internal ranking of classifications based upon factors such as level of responsibilities, skills, level of education or knowledge and authority.

**(JOB) POSITION ANNOUNCEMENT** - A posted announcement of a position vacancy that is to be filled.

**JOB DESCRIPTION** - A written statement of the essential job functions, general characteristic duties, responsibilities and qualification requirements of a job.

**LAYOFF** - When the City is compelled to terminate an individual's employment through no fault of that employee.

**LEAVE** - An approved absence from work.

**LONGEVITY PAY** – A benefit provided for regular full-time employees recognizing continuous years of service with the City. **(Approved February 10, 2005)**

**MATERNITY** - See Birth of a Child.

**MAYOR –** The Mayor is the Chief Executive Officer for the City of Helotes and is responsible for ensuring all laws and ordinances are enforced along with the effective administration of personnel policies and procedures.

**MINIMUM QUALIFICATIONS** - The qualifications contained in the job description that a person must possess in order to qualify or compete for a given classification of positions with the City.

NON-EXEMPT POSITIONS - **Positions that do not meet the definition of Administrative, Executive or Professional as designated by the Fair Labor Standards Act and earn overtime pay at the rate of time and one half for actual hours worked in excess of 40 hours in the work week, or actual hours work in excess of 171 hours in a 28 day period for law enforcement personnel.**

**ORIGINAL PROBATIONARY EMPLOYEE** - The 6 month period of time beginning with the initial hiring of a person or the rehiring of an employee after a break in service in excess of three months.

**OUTSIDE EMPLOYMENT** - Any work performed on a recurring basis for monetary compensation for an employer other than the City; including self-employment.

**OVERTIME** - Time that the Department Head directs and authorizes an employee to work in excess of the standard workweek or work period.

**PART-TIME EMPLOYEE –** An employee who usually does not work more than twenty (20) hours during the workweek in a budgeted position on a continuous basis. These employees are not eligible for employee benefits.

**PAY DECREASE** - A decrease in pay that may result from reclassification, demotion, unsatisfactory performance or similar action.

**PAY INCREASE** - Movement from one pay rate in a range to a higher pay rate within the same range.

**PAY PERIOD** - The biweekly period of time for which employees receive their paychecks.

**PAY PLAN** - The schedule of pay ranges for each job title (or positions) in the classification plan.

**PAY RANGE** - The range of pay rates for jobs.

**PAY RATE** - A specific rate of pay within a pay range.

**PERFORMANCE APPRAISAL** - An appraisal that is placed in the employee's personnel file. The appraisal is completed on an approved form and signed by the employee, the employee's immediate supervisor and the Department Head.

**PREGANCY** - See Birth of a Child.

**PROBATION** - A specified time period during which the City evaluates the employee's work to determine fitness for their assigned duties and responsibilities.

**PROBATIONARY EMPLOYEE (ORIGINAL APPOINTMENT)** - An employee in a budgeted position who has not yet completed the original probationary period and has no appeal rights for termination.

**PROMOTION –** The result of an employee applying and being selected for a position in a higher pay range.

**PTO –** Paid Time Off.

**REASONABLE ACCOMMODATION** - Changes that can be made to a position to create opportunity for a qualified applicant or an employee with a disability that does not cause undue hardship for the City.

**RECLASSIFICATION** - The significant change in duties actually performed by an employee that results in a change in the employee's classification. A reclassification can result in a title change only, creation of a new classification at the same pay range, or a change in classification with a different pay range.

**REGULAR FULL-TIME EMPLOYEE** - An employee who is scheduled to work 40 hours during the work week in a budgeted position on a continuous basis and receives benefits or is schedule to work 171 hours during the work period in a budgeted position on a continuous basis and receives benefits.

**REPRIMAND** - A warning to an employee that the supervisor believes a deficiency exists and improvement is needed in the employee's work performance or conduct.

**RESIGNATION** - The voluntary separation of an employee from the City.

**RETIREMENT** - Refer to the Texas Municipal Retirement System (TMRS) for information regarding retirement benefits.

**SEPARATION** - The termination of employment by reason of failure to satisfy the probationary period, disqualification, layoff, resignation, retirement, dismissal or death.

**SPOUSE** - The definition of spouse expressly includes individuals in lawfully recognized opposite-sex, same-sex, and common law marriages and marriages that were validly entered into outside of the United States if they could have been entered into in at least one state.

**STANDARD WORKWEEK** - A 40-hour workweek.

**SUPERVISOR**- Person in the first-line management who monitors and regulates employees in their performance of assigned or delegated tasks. Supervisors are usually authorized to recommend and/or effect hiring, disciplining, promoting, punishing, rewarding, and other associated activities regarding the employees in their departments.

**SUSPENSION** - An involuntary absence with or without pay imposed on an employee as a disciplinary action, or during civil or criminal proceedings.

**TEMPORARY EMPLOYEE** - An employee who generally works on a limited assignment or is employed for a specific time period, e.g., Interns or Police Officers who work part-time and have a maximum number of allowed work hours per year without benefits in non-budgeted positions. A temporary employee may work full-time or part-time.

**TRANSFER** - The movement of an employee from one position to another position of the same classification or pay range in the same or different department.

**UNDEFINED WORDS/TERMS/ or PHRASES** – shall be given their plain and ordinary meaning consistent with common usage of the English language.

**UNDUE HARDSHIP** - An act requiring a significant expense or difficulty for the City.

**VACANCY** - An authorized budgeted position that is not occupied.

**VERBAL REPRIMAND** - A verbal statement telling an employee about a violation or failure to perform and advising the employee of the consequences of repeated acts or omissions. A verbal warning does not become a written reprimand merely because the supervisor makes a note of the event.

**WORK DAYS** - The established or scheduled days an employee works.

**WORK PERIOD –** The work period for most non-exempt employees is seven (7) days, with a maximum of forty (40) hours worked at their regular pay.

**WORKWEEK** - The total scheduled workdays in a seven-day period.

**WORKERS' COMPENSATION** - Benefits received by an employee who is injured while carrying out assigned duties as determined by the Workers' Compensation Act of the State of Texas.

**WRITTEN REPRIMAND** - A written statement of specific charges of violations or failures to perform, or the acts on which such charges are based and a warning of the consequences of repetition.

**Commented [AN23]:** Removed. HR will answer questions about definitions of terms in the City Policies.

**~~SECTION 21.2 Interpretation~~**

~~This Personnel Policy and Procedures Manual may be interpreted, as necessary, in the manner provided by Tex. Gov't Code Ann. § 311.001 the Code Construction Act, the applicable provisions thereof being adopted herein.~~

**Commented [AN24]:** Moved to end of policies above.

# CITY COUNCIL
# AGENDA ITEM REQUEST FORM

**MEETING DATE:** November 12, 2020

**AGENDA PLACEMENT:**

- ☐ **PUBLIC HEARING**
- ☐ **RECOGNITION**
- ☐ **UNFINISHED BUSINESS**
- ☐ **CONSENT**
- ☒ **INDIVIDUAL**
- ☐ **CLOSED**

**CAPTION:**

Presentation by Public Works Supervisor Joshua Mair and discussion of and action on the City of Helotes Street Maintenance Plan for Year 2021 including, but not limited to, contract award to the lowest responsible bidder(s), and the expenditure of Street Maintenance Sales and Use Tax for the same. (Staff)

**EXECUTIVE SUMMARY:**

The City of Helotes is preparing to release Street Improvement Project Bid Packages for Year 2021. Street improvement projects include the following:

**Mastic Surface Treatments (Microsurfacing and HA5):**

*Residential Street Work (Microsurfacing)*

Approx. 213,165 sq. ft. of existing street (Iron Horse Way from Antonio Drive to Flying Horse) with microsurfacing treatment; and

Approx. 172,331 sq. ft. of existing streets (Hollow Ridge, Hunters Break, Hunters Oak, Hunters Path and Hunters Way) with microsurfacing treatment within the Hunters Ridge Subdivision.

*Residential Street Work (HA5)*

Approx. 530,466 sq. ft. of existing street with mastic surface treatment with Iron Horse Subdivision.

**Thermoplastic Road Striping:**

Approx. 57,584 LF Street markings (Shaenfield Road, in its entirety) with thermoplastic road striping.

Approx. 23,384 LF Street markings (Braun Road, in its entirety) with thermoplastic road striping.

Approx. 11,491 LF Street markings (Iron Horse Way from the intersection of Antonio Drive to the Intersection with Flying Horse) with thermoplastic road striping.

City Staff recommends approval of the following:

1. The presented Street Maintenance Plan for the Year 2021;
2. Award and execution of contracts to the lowest responsible bidder(s), as determined by Mayor and Staff; and
3. Expenditure of Street Maintenance Sales and Use Tax for the same.

**FINANCIAL:** See PowerPoint Presentation

**ATTACHMENTS:**

Attachment A – PowerPoint

**PREPARED BY:** Joshua Mair, Public Works Supervisor

**DATE SUBMITTED:** November 4, 2020

Attachment A

# 2021
# CITY OF HELOTES
# STREET MAINTENANCE PLAN

## Public Works Department

# OVERALL CONDITION INDEX (OCI)

## Asset Estimated OCI Calculations

The estimated OCI for an asset is calculated by taking into account the asset's age, predicted performance, and inspections and tasks performed on the asset. Using this data, the estimated OCI for the asset is determined.

# PREFERRED TECHNOLOGIES FOR STREET MAINTENANCE

## HA5® SURFACE TREATMENT

HA5® is a High Density Mineral Bond uniquely emulsified with a near neutral charge that is able to hold a proprietary blend of fine aggregates.

Specifically engineered to preserve the native asphalt binder, HA5® is exceptional at preventing oxidative damage.

- Significantly extends pavement life.
- No loose aggregate or grainy residue on the surface post installation.
- Performance backed by seven year study.

## MICROSURFACING

Microsurfacing is a polymer modified surfacing system that protects asphalt pavements, increases the durability of roads, and resists cracking and raveling.

Offers a greater resistance to damage then other surfacing applications by providing a tougher surface that will minimizes the road's vulnerability.

Typically used as a preventive maintenance solution for roads in moderately good condition.

## HOT-APPLIED THERMOPLASTIC

Hot-applied thermoplastic is a solid compound containing pigments, glass beads, binder and filler which becomes liquid when heated.

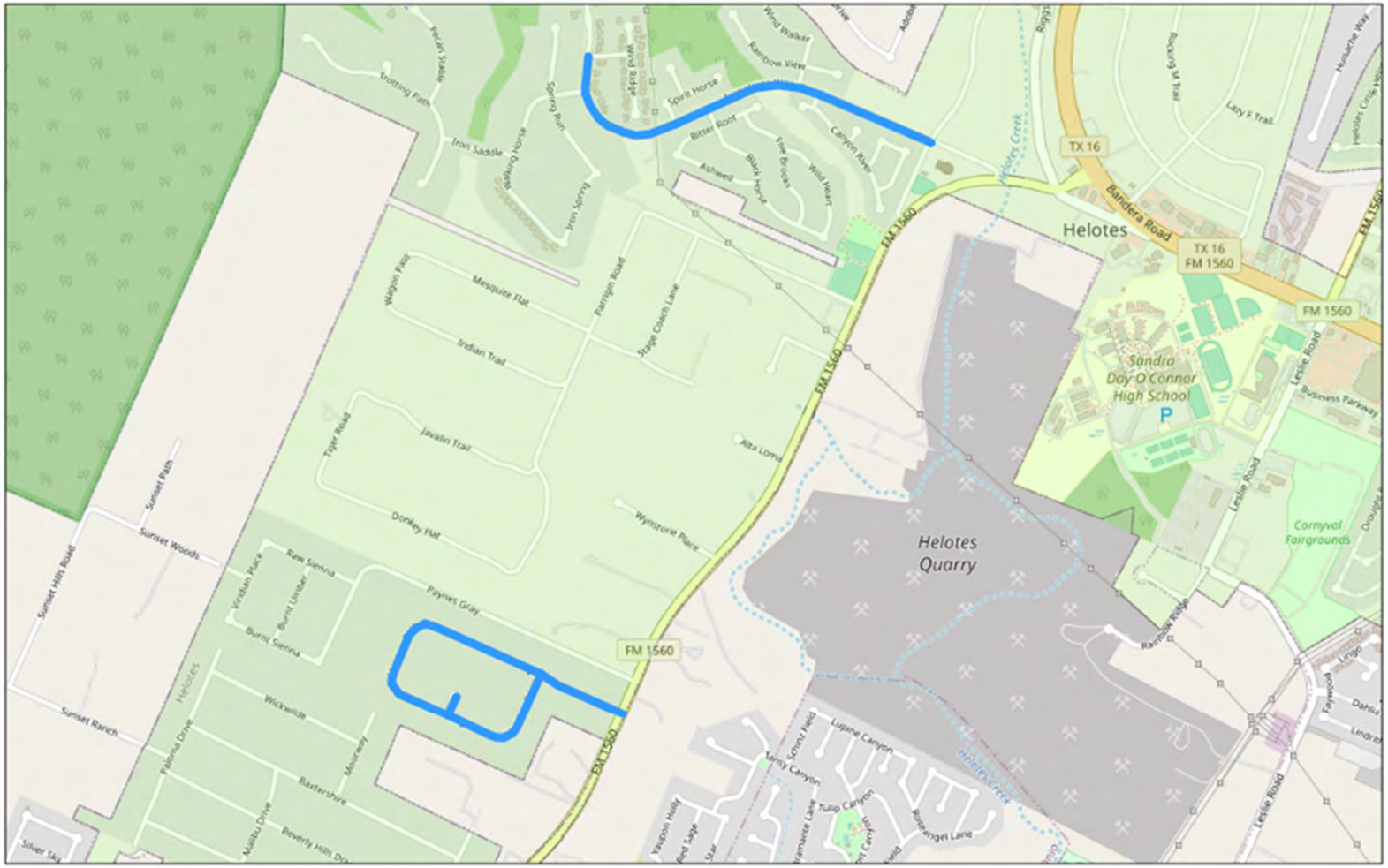
It offers many important benefits in terms of road safety including its high level of wet night visibility and the fact that it can be applied as both flat and structured markings.

The long lifespan of thermoplastic markings furthermore makes them a cost-effective solution as they demand less frequent maintenance or replacement.

# 2021 RECOMMENDED ACTIVITIES

| Street Name | Activity | Total Square Ft |
|---|---|---|
| Hollow Ridge | Micro Surfacing | 42,475.20 |
| Hunters Break | Micro Surfacing | 25,326.00 |
| Hunters Oak | Micro Surfacing | 7,123.20 |
| Hunters Path | Micro Surfacing | 24,281.40 |
| Hunters Way | Micro Surfacing | 73,125.60 |
| Iron Horse Way | Micro Surfacing | 213,165.00 |
| | **Total** | **385,496.00** |

# Micro Map




November 3, 2020

Pavement

1:21,216

0 0.15 0.3 0.6 mi

0 0.25 0.5 1 km

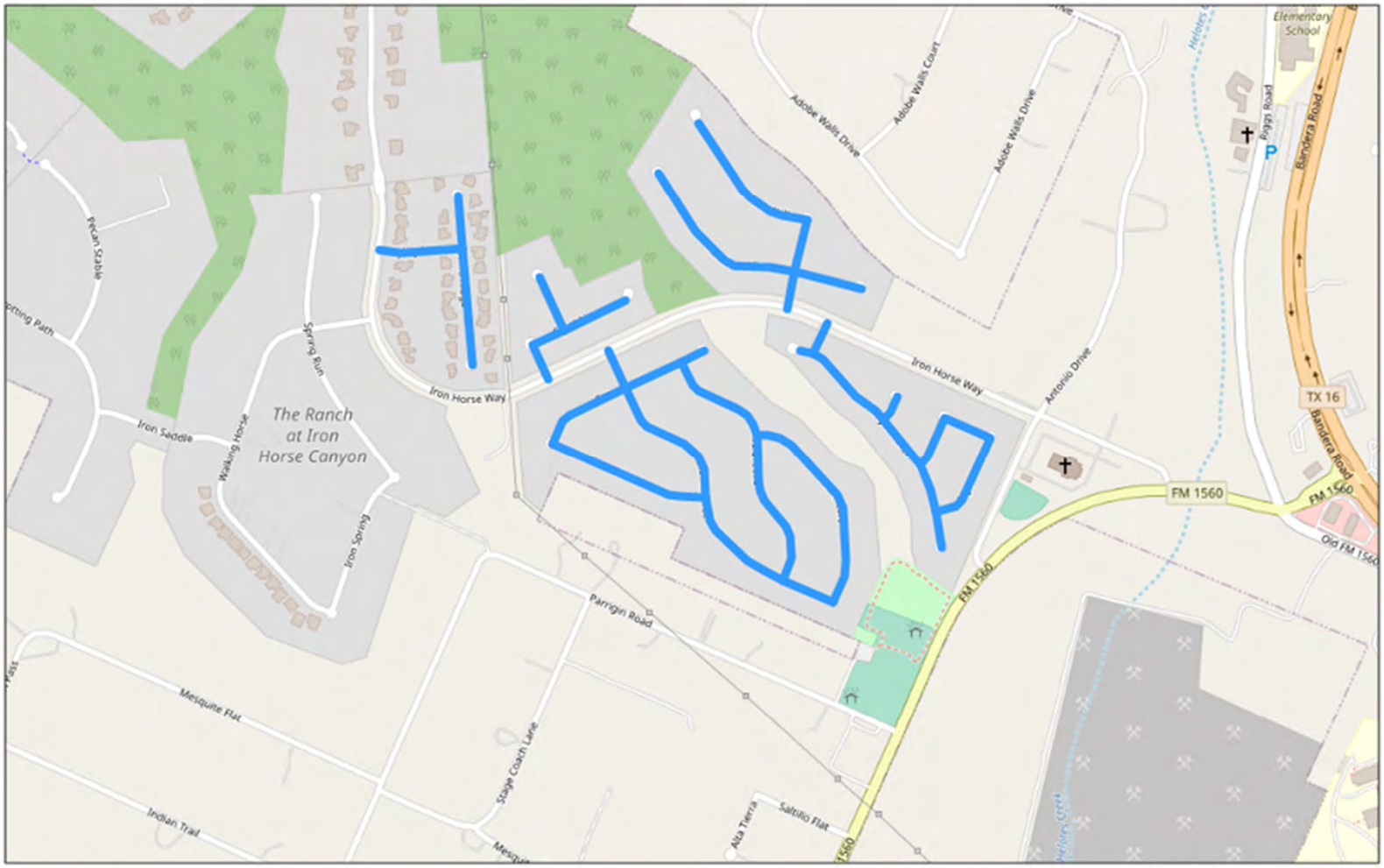
# 2021 RECOMMENDED ACTIVITIES

| Street | Activity | Sq. Ft |
|---|---|---|
| Bitterroot | HA5 | 37,076.20 |
| Black Horse | HA5 | 73,371.55 |
| Canyon River | HA5 | 48,896.10 |
| Five Brooks | HA5 | 54,423.60 |
| Rainbow View | HA5 | 51,052.75 |
| Ashwell | HA5 | 33,372.50 |
| Wild Heart | HA5 | 43,592.50 |
| Lost Horse | HA5 | 6,304.65 |

# 2021 RECOMMENDED ACTIVITIES

| Street | Activity | Sq. Ft |
|---|---|---|
| Red Tail | HA5 | 5,103.12 |
| Mystic Saddle | HA5 | 38,771.40 |
| Spotted Horse | HA5 | 18,436.95 |
| Wind Walker | HA5 | 31,249.40 |
| Wind Ridge | HA5 | 32,346.00 |
| Flying Horse | HA5 | 16,011.00 |
| Spirit Horse | HA5 | 28,589.00 |
| Ribbon Ridge | HA5 | 11,869.00 |
| | **Total** | **530,465.72** |

# 2021 HA5




November 3, 2020

Pavement

1:10,984

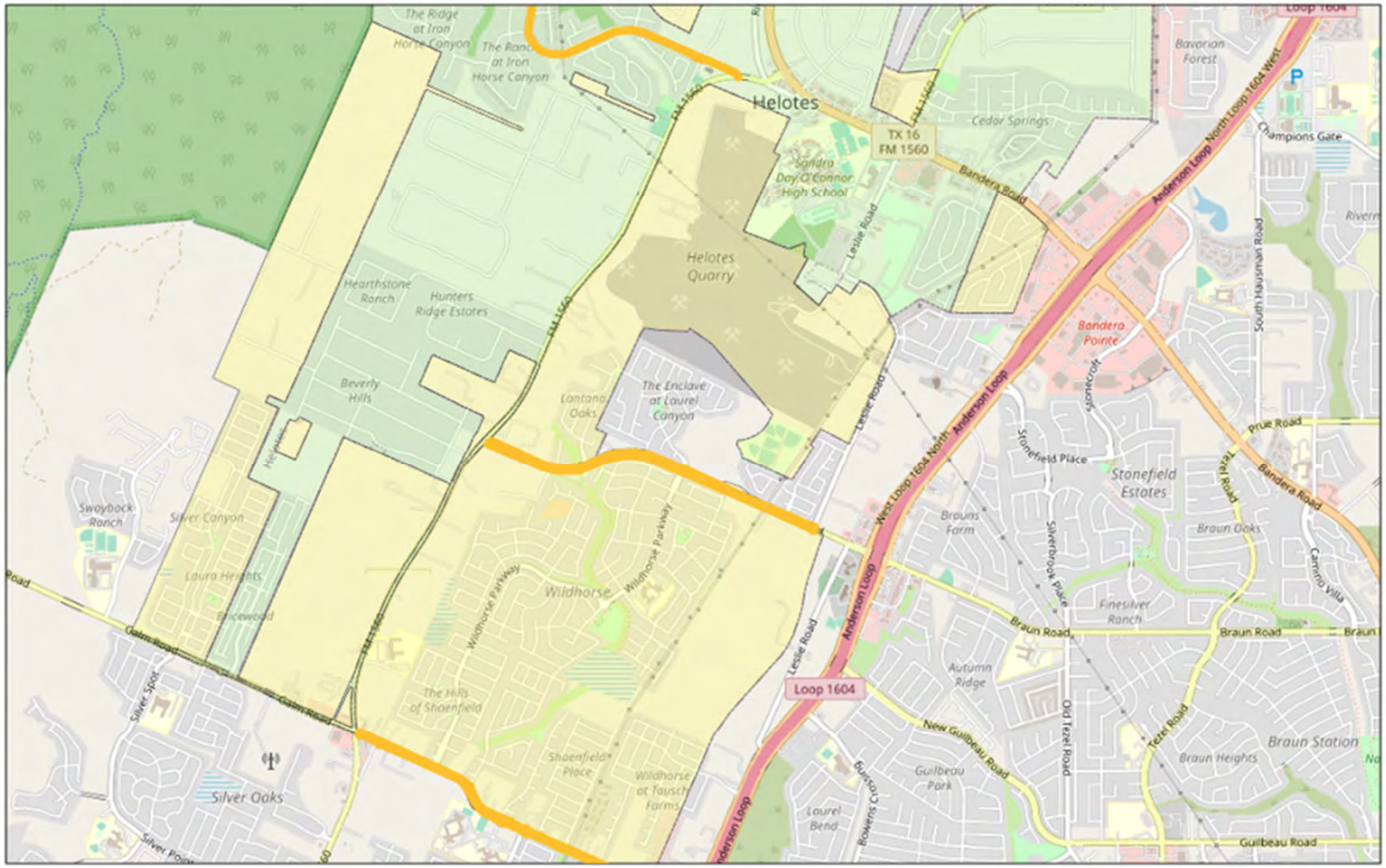
0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

# 2021 RECOMMENDED ACTIVITIES

| Street Name | Activity | Total Linear Ft |
|---|---|---|
| Shaenfield | Repaint Street Markings | 57,854.00 |
| Braun | Repaint Street Markings | 23,384.00 |
| Iron Horse Way | Repaint Street Markings | 11,491.00 |
| | **Total** | **92,729.00** |

# Street Markings




November 5, 2020

Marking

1:41,649

0 0.3 0.6 1.2 mi

0 0.5 1 2 km

© OpenStreetMap (and) contributors, CC-BY-SA

# 2021 STREET MAINTENANCE PLAN

## Approval of Street Maintenance Sales and Use Tax

## Not to Exceed - $ 600,000

ANY
QUESTIONS?

# CITY COUNCIL
# AGENDA ITEM REQUEST FORM

**MEETING DATE:** November 12, 2020

**AGENDA PLACEMENT:**

- ☐ **PUBLIC HEARING**
- ☐ **RECOGNITION**
- ☐ **UNFINISHED BUSINESS**
- ☐ **CONSENT**
- ☐ **INDIVIDUAL**
- ☒ **STAFF REPORT**
- ☐ **CLOSED**

**CAPTION:**

Presentation by Joshua Mair, Public Works Supervisor, on the City of Helotes Municipal Separate Storm Sewer System (Ms4) for Fiscal Year Ending 2020. (Staff)

**EXECUTIVE SUMMARY:**

The City of Helotes Public Works Department oversees the City's Municipal Separate Storm Sewer System (Ms4) program. The document detailing all requirements for the City's Ms4 is known as the Storm Water Management Plan (SWMP). The approved plan requires the department to document and record measurable goals for twenty-eight Best Management Practices (BMP's) that meet the criteria for five Minimum Control Measures (MCM): Public Education Outreach and Involvement, Illicit Discharge and Elimination, Construction Site Storm Water Runoff Control, Post Construction Storm Water Management and Pollution Prevention/Good House Keeping.

This presentation will target one BMP for each MCM for the purpose of meeting the Public Education Outreach and Involvement requirement for the City' SWMP.

**ATTACHMENTS:**

Attachment A – PowerPoint

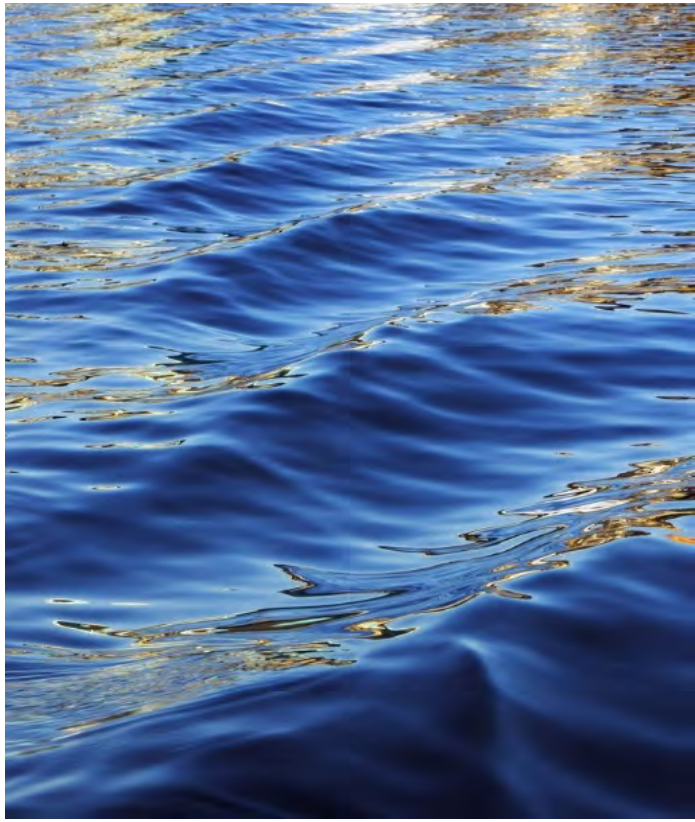
**PREPARED BY:** Joshua Mair, Public Works Supervisor

**DATE SUBMITTED:** November 5, 2020

Attachment A

# City of Helotes Municipal Separate Storm Sewer System (Ms4) Annual Report 2020

Presented by The City of Helotes Public Works Department



# What is an Ms4?

- A conveyance or system of conveyances consisting of roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains.
- Anything that is designed or used for collecting or conveying stormwater that is not a combined sewer

# Ms4 Overview

The City is required to develop a Storm Water Management Plan (SWMP) that describes specific actions that will be taken over a five-year period in an effort reduce pollutants and protect the City's storm water quality.

This SWMP also sets measurable goals and provides a schedule for the implementation of Best Management Practices (BMPs) over the next five years.

# Ms4 Overview

BMPs must be developed for each of five required minimum control measures (MCMs) that are expected to minimize or eliminate storm water pollutants discharged into the storm sewer system and provide water quality protection for receiving water bodies.

The City of Helotes has Identified 28 unique BMP's.

# Ms4 Overview

Attachment A

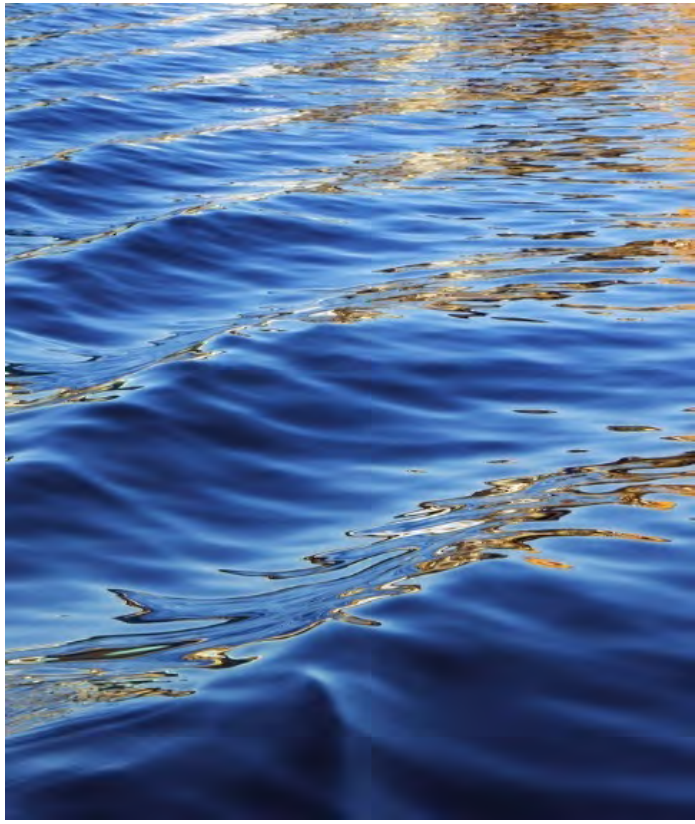
## Five MCM's

- Public Education, Outreach and Involvement
- Illicit Discharge Detection and Elimination
- Construction Site Storm Water Runoff Control
- Post Construction Storm Water Management
- Pollution Prevention/Good House Keeping for Municipal Operations

Attachment A

# Storm Water Management Plan Best Practices

BMP's and MCM's



FY 2020 Measurable Goals

**Action**

Provide overview of Phase II permit requirements and annual updates of implementation progress.

Conduct a minimum of 1 meeting per year in order to allow for public input.

**Documented Activities**

Document the number of meetings per year.

# Best Management Practice 1-6

Education of Elected Officials and the Public

# Applicable Minimum Control Measure

Public education, Outreach and Involvement

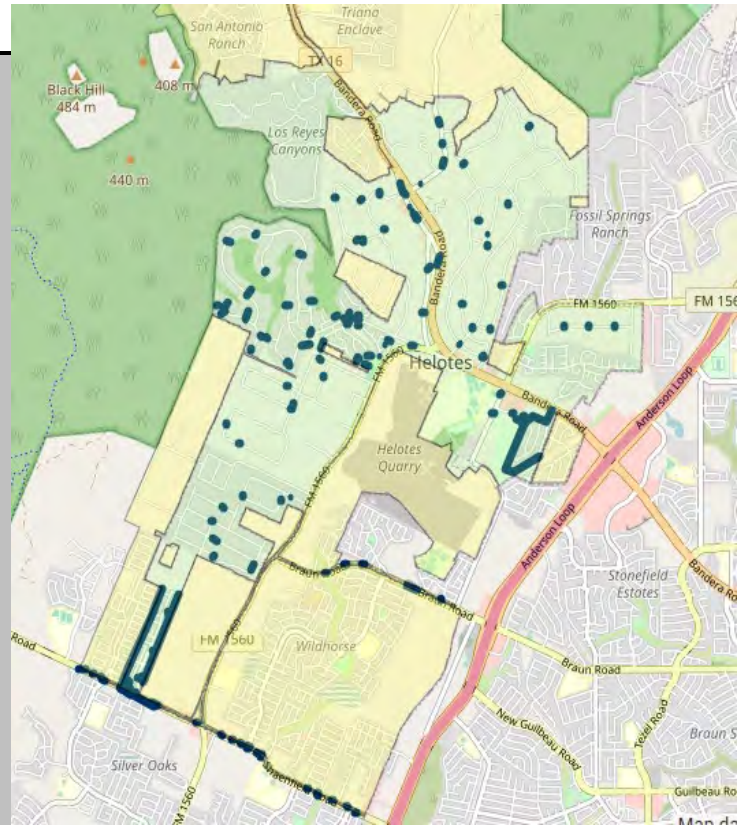
FY 2020 Measurable Goals

**Action**

Continue updating and developing a map of storm water outfall drainage areas or system features of the City.

**Documented Activities**

Document the percent mapped.




# Best Management Practice 2-3

## Storm Sewer System Map

# Applicable Minimum Control Measure

## Illicit Discharge Detection and Elimination

100% of Storm Water Outfall and Drainages Areas and System Features are Mapped With in the City of Helotes
There are 139 Unique Features Within the City of Helotes

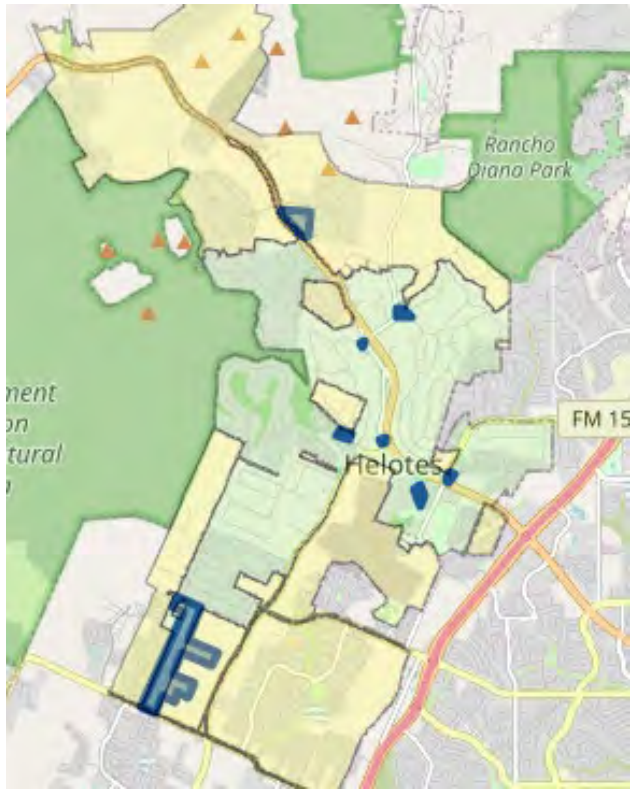
**Action**

Continue to conduct SWPPP and erosion control site inspections.

**Documented Activities**

Document inspections, instances of enforcement activity, and reason(s) for non-compliance.

Document the corrective action taken to protect storm water quality




## Best Management Practice 3-3

Construction Site Inspection and Enforcement

## Applicable Minimum Control Measure

Construction Site Storm Water Runoff Control

Since January 1,2020 the Department has conducted ninety (90) inspections on eight (8) active construction sites

**Action**

Continue existing design review process of all planned construction projects at least one acre in size to verify compliance with the long-term protective maintenance requirements for new and redeveloped areas to protect storm water quality.

**Documented Activities**

Document the number of sites reviewed.

All SWMP for Construction Activity is reviewed by the City Engineer LNV

# Best Management Practice 4-3

Post Construction Storm Water Management

# Applicable Minimum Control Measure

Engineering Design Review

# Best Management Practice 5-3

## Disposal Of Collected Storm Sewer System Waste

**Action**

Perform proper disposal of waste materials.

**Documented Activities**

Document budget requirements and the proper disposal of waste materials.

# Applicable Minimum Control Measure

## Pollution Prevention/Good House Keeping

The City Receives Eight Hundred and Ten Cubic Yards of Materials a year for Disposal for In House Activities.

2019-2020 the Department Exceeded this by 280 Yards for a Total Cost of $4,645.11

Attachment A

# How have we been doing?

## SWMP

TPDES General Permit
No. TXR040456

City of Helotes
Storm Water Management Plan

### City of Helotes Storm Water Management Plan

Developed to comply with the requirements of Texas Pollutant Discharge elimination System General Permit No. TXR040560

Permit Term: 2019-2023

Prepared: April 2019

Prepared by: Joshua Mair, City of Helotes Public Works Department

Prepared by the City of Helotes Public Works Department

## 2020 TCEQ Audit

Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Bobby Janecka, *Commissioner*
Toby Baker, *Executive Director*

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

August 20, 2020

The Honorable Thomas A. Schoolcraft
Mayor
City of Helotes
PO BOX 507
Helotes, Texas 78023

Re: Compliance Investigation conducted at:
City of Helotes Phase II MS4; Helotes (Bexar) County), Texas;
Regulated Entity No. 105484679; Additional ID No. TXR040560; Investigation 1663652

Dear Mayor Schoolcraft:

On July 15, 2020, Ms. Juliana Whitehead of the Texas Commission on Environmental Quality (TCEQ) San Antonio Region Office conducted an investigation at the above-referenced facility to evaluate compliance with the applicable requirements of the Edwards Aquifer Protection Program. No violations were noted as a result of the investigation.

The TCEQ appreciates your assistance in this matter and your compliance efforts to ensure protection of the State's environment. If you or members of your staff have any questions, please feel free to contact Ms. Juliana Whitehead of the San Antonio Region Office at (210) 403-4054.

Sincerely,

Lynn Bumguardner
Water Section Manager
San Antonio Region Office

LB/JW/sg

# Questions?

# CITY COUNCIL
# AGENDA ITEM REQUEST FORM

**MEETING DATE:** November 12, 2020

**AGENDA PLACEMENT:**

- ☐ **PUBLIC HEARING**
- ☐ **RECOGNITION**
- ☐ **UNFINISHED BUSINESS**
- ☐ **CONSENT**
- ☐ **INDIVIDUAL**
- ☒ **STAFF REPORT**
- ☐ **CLOSED**

**CAPTION:**

Presentation by Joshua Mair, Public Works Supervisor, on the City of Helotes Oak Wilt Mitigation Program for Fiscal Year Ending 2021 (Staff).

**EXECUTIVE SUMMARY:**

Presentation outlining the Oak Wilt Mitigation Program, including what the City has been doing to help slow the spread of the disease, and future goals to protect and maintain the City's Urban Forest.

**ATTACHMENTS:**

Attachment A – PowerPoint
Attachment B – Informational Flyer

**PREPARED BY:** Joshua Mair, Public Works Supervisor

**DATE SUBMITTED:** October 26, 2020

# City of Helotes
# Oak Wilt Mitigation Grant

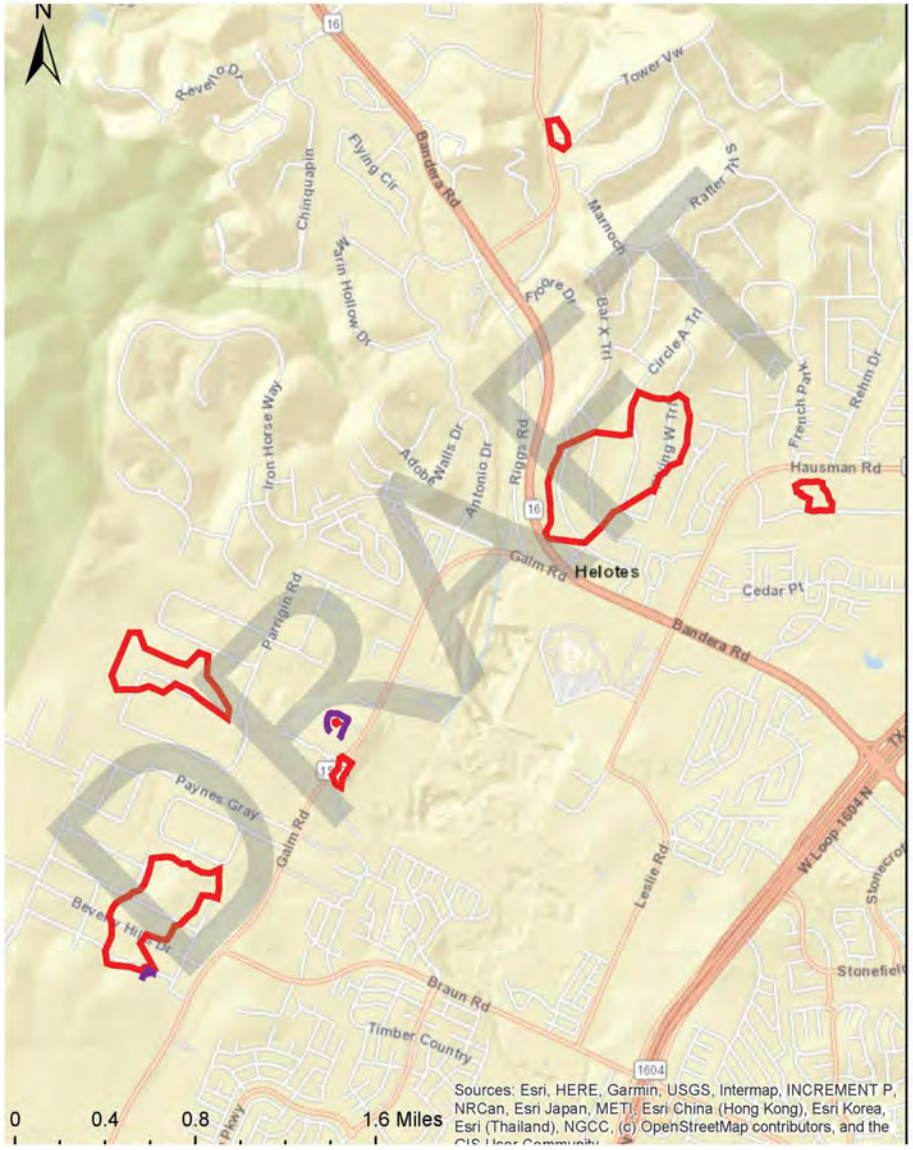
Prepared by Joshua Mair
Public Works Supervisor / City Arborist

# What is Oak Wilt?

- A disease affecting oak trees caused by the fungus Bretziella fagacearum (previously known as Ceratocysis fagacearum).

- Symptoms vary by tree species but generally consist of
  - Leaf discoloration
  - Wilt
  - Defoliation
  - Death

# Current Oak Wilt Map for City of Helotes




TEXAS A&M FOREST SERVICE

This map should only be used as a general reference for the potential presence of oak wilt and does not guarantee the presence of oak wilt.

**Helotes, TX**
**Oak Wilt Suppression Project**

**Legend**

- Oak Wilt Tree Injection
- Oak Wilt Containment Trench
- Tree Mortality Center*

** Tree mortality identifies areas over time that have been noted as containing dead trees. Oak wilt may or may not be present in these areas.*

S. Harrington

# Why should we mitigate Oak Wilt?

- Helotes is a known hot spot for Oak Wilt. Oak trees in our area are predominantly Live Oaks.
- Live Oaks tend to grow from root spouts and can form root grafts very readily - all or most of the live oaks within a given area share a common root system.
- If a tree in a group of live oak trees becomes infected with oak wilt, the pathogen can spread through the common root system at an average rate of about 75 feet per year.

# How do you slow the spread of Oak Wilt?

- Avoid pruning or wounding oaks between February through May.
  - The sap-feeding beetles that can carry the oak wilt fungal spores are most active during this time.
- Sterilize/Sanitize all pruning equipment between trees.
- Immediately paint all wounds on oaks to prevent contact with contaminated beetles. Wounds can be either man made or natural and include freshly-cut stumps and damaged surface roots.
- Promptly remove and either burn or bury all red oaks that are dying or have been recently killed by oak wilt.

# What has the City been doing to combat Oak Wilt?

Tree pruning restrictions shall apply to all real property within the city's corporate limits and its extraterritorial jurisdiction.

*Oak wilt.* Trimming or pruning of all oak tree species is prohibited within the corporate limits and extraterritorial jurisdiction of the City of Helotes from the first day of **February to the last day of May**.

In the case of oak species, wounds must be painted with an acceptable wound dressing within 30 minutes from the time of cutting.

All trimming tools shall be cleaned with a disinfectant after each use to prevent spreading of the disease.

# What is the Oak Wilt Mitigation Plan?

Property owner may Choose to:

1. Remove dead or symptomatic trees.
2. Trench around sick trees to help prevent or slow the spread of Oak Wilt.
3. Treat trees that may be infected or in close proximity to symptomatic tress.
4. Diversify the Urban Forest by planting non-susceptible trees species in order to promote greater resiliency.

# Oak Wilt Mitigation Program

**Reimburse Helotes Residents 1/2 of the total cost up to $500.00 to mitigate Oak Wilt to:**

1. Removing dead or symptomatic trees.
2. Trench around sick trees to help prevent or slow the spread of Oak Wilt.
3. Treat trees that may be infected or in close proximity to symptomatic tress.
4. Plant maximum of two 2” caliper non-oak species trees per infected property between Thanksgiving and Valentines Day only

# Oak Wilt Mitigation Program

**Recommended Trees:**

- Cedar Elm
- Montezuma Cypress
- Mexican Sycamore
- Chinese Pistache
- Bigtooth Maple

**Recommended Trees:**

- Deodor Cedar
- Italian Stone Pine
- Anacua
- Thornless Honeylocust
- Cottonwood
- Other Native Texas Trees upon request

## Proposed Funding:

Tree Mitigation Account Balance: $86,586.75

Beginning Funding amount: $25,000.00

Article 94-7 states:

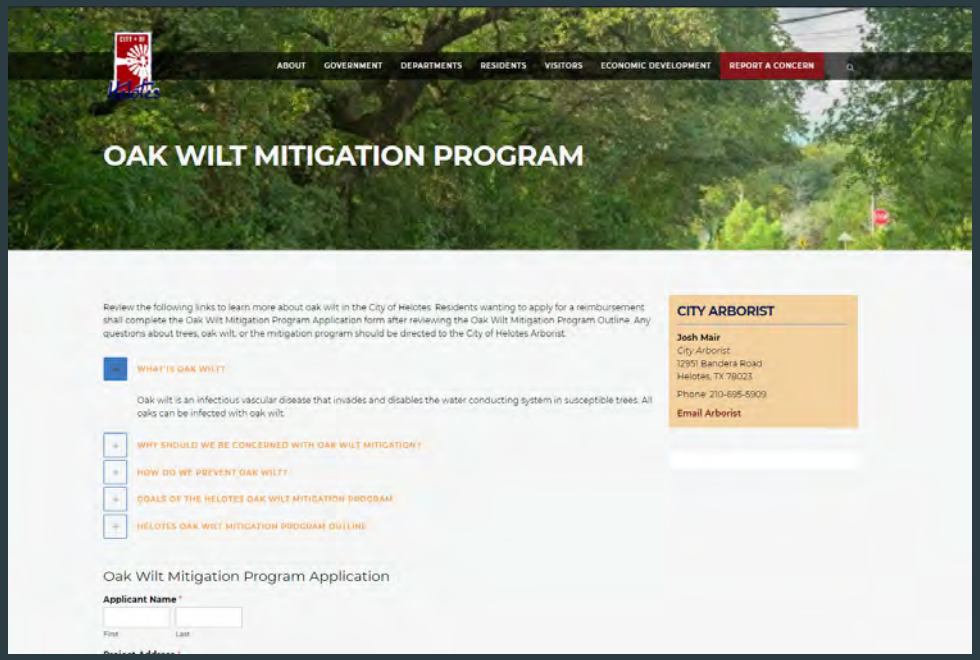
Mitigation may be paid to the City of Helotes instead of providing replacement trees required by this article.

- (1) This provision is limited to 50 percent of the required protected and heritage tree replacement.
- **(2) Any such payments shall be deposited to the tree mitigation and replacement fund.**
- (3) The per-caliper-inch cash value for replacement trees and planting is $150.00 per caliper inch.

# Other Proposed City Projects

- Plant trees and install irrigation in City Parks.
- Educational Tree Plaques throughout City Parks, City Hall and Old Town Helotes (OTH).
- Future tree centric OTH beatification projects.
- Purchase land for City Parks.

# Application Available on City Website




**Click Here**

# Questions?

Attachment B

# Oak Wilt Mitigation Program

**GET REIMBURSED FOR PLANTING TREES & MORE!**

- Properties located in the corporate City limits and Helotes ETJ are eligible
- Residents plant preferred tree species or complete other oak wilt mitigation to qualify
- Reimbursement of half of the total cost of the mitigation activity, up to $500, per property

*Oak Wilt Mitigation Program is subject to change without prior notice.

**Questions?**

Contact the City of Helotes Arborist at (210) 695-5909 or email jmair@helotes-tx.gov.

Apply today at helotes-tx.gov/oakwilt