

# ***BUSINESS ITEMS***

**PROCLAMATION FROM THE  
OFFICE OF THE MAYOR**



**WHEREAS**, our state's continuing efforts to address the critical issues of safety, energy efficiency, water conservation and sustainability in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound; and

**WHEREAS**, our confidence is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings; and

**WHEREAS**, these guardians—dedicated members of the International Code Council—develop and implement the highest-quality codes to protect Americans in the buildings where we live, learn, work, worship, play; and

**WHEREAS**, the International Codes, the most widely adopted building safety, energy and fire prevention codes in the nation, are used by most U.S. cities, counties and states; these modern building codes also include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires and earthquakes; and

**WHEREAS**, Building Safety Month is sponsored by the International Code Council and International Code Council Foundation, to remind the public about the critical role of our communities' largely unknown guardians of public safety—our local code officials—who assure us of safe, efficient and livable buildings; and

**WHEREAS**, "Building Safety Month: An International Celebration of Safe and Sensible Structures" the theme for Building Safety Month 2017, encourages all Americans to raise awareness of the importance of building safety; green and sustainable building; pool, spa and hot tub safety; and new technologies in the construction industry. Building Safety Month 2017, encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe and sustainable, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies; and

**WHEREAS**, each year, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments and federal agencies in protecting lives and property.

**NOW THEREFORE**, I, Jeff W. Roberts, Mayor of the City of Fulshear, do hereby proclaim the month of May 2017 as ***BUILDING SAFETY MONTH***. Accordingly, I encourage our citizens to join with their communities in participation in Building Safety Month activities.

**SIGNED** this the 18<sup>th</sup> day of April, 2017.

\_\_\_\_\_  
Jeff W. Roberts, Mayor

Attest:

\_\_\_\_\_  
D.(Diana) Gordon Offord, City Secy.





## ***Autism Awareness Month***

**WHEREAS**, autism is a pervasive developmental disorder affecting the social, communication and behavioral skills of those affected by it, and,

**WHEREAS**, as more health professionals become proficient in diagnosing autism, more children are being diagnosed on the autism spectrum, resulting in rates as high as 1 in 68 children nationally and,

**WHEREAS**, while there is no cure for autism, it is well-documented that if children with autism receive early and intensive applied behavior analysis treatment they lead significantly improved lives, and,

**WHEREAS**, individuals with autism often require a lifetime of specialized and community support services to ensure their health and safety and to support families' resilience as they manage the psychological and financial burdens autism can present,

**WHEREAS**, Texana Center is building a new campus in Fulshear that includes the Children's Center for Autism that offers applied behavior analysis and plans educate parents, professionals and the general public about autism and its effects,

**NOW, THEREFORE BE IT RESOLVED** that I, **Mayor Jeff W. Roberts**, do hereby proclaim April 2017 as NATIONAL AUTISM AWARENESS MONTH in the **City of Fulshear**, and urge all employees and residents to participate in National Autism Awareness Month, in order to become better educated about autism and create a better community for individuals with autism.

**In Witness Whereof**, I have hereunto set my hand and have caused the Official Seal of the City of Fulshear to be affixed this 18<sup>th</sup> day of April, 2017.

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**JEFF W. ROBERTS, MAYOR**

Attest:

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D. (Diana) Gordon Offord, City Secretary



## **Safe Digging Proclamation**

WHEREAS, each year, the nation's underground utility infrastructure is jeopardized by unintentional damage by those who fail to call 811 to have underground lines located prior to digging. Undesired consequences such as service interruption, damage to the environment and personal injury and even death are the potential results; and

WHEREAS, the Common Ground Alliance and its 1700 members promote the national Call-Before-You-Dig number, 811, in an effort to reduce these damages. Designated by the FCC in 2005, 811 provides potential excavators and homeowners a simple number to reach their local One Call Center to request utility line locations at the intended dig site; and

WHEREAS, through education of safe digging practices, excavators and homeowners can save time and money keeping our nation safe and connected by making a simple call to 811 in advance of any digging project; waiting the required amount of time; respecting the marked lines by maintaining visual definition throughout the course of the excavation; and finally, digging with care around the marks; and

WHEREAS, all parties agree that safe digging is a shared responsibility. To know what's below, call 811 before you dig.

THEREFORE, I, Jeff W. Roberts, Mayor of the City of Fulshear hereby proclaim the month of April, 2017, as,

### **National Safe Digging Month**

And encourage excavators and homeowners throughout the country to always call 811 before digging. Safe digging is no accident.

**In Witness Whereof**, I have hereunto set my hand and have caused the Official Seal of the City of Fulshear to be affixed this 18<sup>th</sup> day of April, 2017.

**Jeff W. Roberts, Mayor**

Attest:

**D. (Diana) Gordon Offord**



**AGENDA MEMO**  
**BUSINESS OF THE CITY COUNCIL**  
**CITY OF FULSHEAR, TEXAS**

<b>AGENDA OF:</b>	April 18, 2017	<b>AGENDA ITEM:</b>	TBD
<b>DATE SUBMITTED:</b>	April 12, 2017	<b>DEPARTMENT:</b>	Police Department
<b>PREPARED BY:</b>	Lynn Raymer Exec. Assistant	<b>PRESENTER:</b>	Kenny Seymour Chief of Police
<b>SUBJECT:</b>	<b>EXPENDITURE FROM POLICE DONATED FUNDS</b>		
<b>ATTACHMENTS:</b>	1. SYMBOL ARTS INVOICE #0279695-IN		
<b>EXPENDITURE REQUIRED:</b>			\$1,760.00
<b>AMOUNT BUDGETED:</b>			\$0
<b>FUNDING ACCOUNT:</b>			950-5000-5381-00 / PD DONATIONS
<b>ADDITIONAL APPROPRIATION REQUIRED:</b>			NO
<b>FUNDING ACCOUNT:</b>			

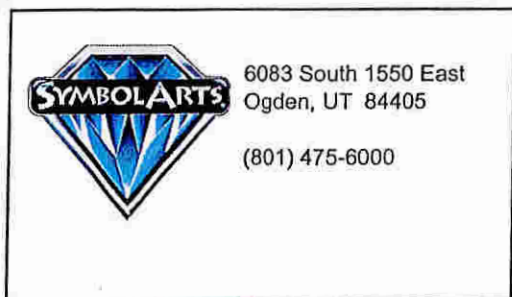
**EXECUTIVE SUMMARY**

Fulshear Police Department presents Council with the request to expense Symbol Arts invoice, purchase of Fulshear Police Department Memorial Coins, from the Police Department Donations account.

**RECOMMENDATION**

Staff recommends that City Council adopt this Policy.



**INVOICE**

CUSTOMER NO: 00-0006727  
INVOICE NUMBER: 0279695-IN  
INVOICE DATE: 04/11/2017

SALESPERSON: RIFI  
ORDER NUMBER: 0219471

SOLD TO:  
Fulshear Police Dept.  
29370 McKinnon Road  
Suite D  
Fulshear, TX 77441

SHIP TO:  
Fulshear Police Dept.  
29370 McKinnon Road  
Suite D  
Fulshear, TX 77441

CONFIRM TO: MIKE MCCOY

CUSTOMER P.O.	Ship VIA	F.O.B.	TERMS
FPD1713	FED GROUND	DEST	Net 30 w/ Customer PO

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
XMC17400	EACH	200.00	200.00	0.00	8.65	1,730.00
COIN 1.75 FULSHEAR PD MEMORIAL						
C-108145/57703						
/C		0.00	0.00	0.00	0.00	0.00

Default Item Code /C

SG: Shipped on: 04/11/2017  
Service: FedEx Ground  
Number of Packages: 1  
Billing Option: Sender  
Package #1:  
Tracking#: 731136864509  
End Shipment(s)

We appreciate your business!  
Visit us at [www.SymbolArts.com](http://www.SymbolArts.com)

**Credit Card Payment Information**

Card Type:  
Credit Card # (Last 4):  
Amount: 1,760.00

Net Invoice:	1,730.00
Less Discount:	0.00
Shipping/Handling:	30.00
Sales Tax:	0.00
<b>Invoice Total:</b>	<b>1,760.00</b>

**NOTE:** Past due invoices may be subject to a 1.5% monthly (18% per annum) finance charge.



**AGENDA MEMO  
BUSINESS OF THE CITY COUNCIL  
CITY OF FULSHEAR, TEXAS**

<b>AGENDA OF:</b>	April 18, 2017	<b>AGENDA ITEM:</b>	E
<b>DATE SUBMITTED:</b>	April 13, 2017	<b>DEPARTMENT:</b>	Administration
<b>PREPARED BY:</b>	CJ Snipes, City Manager	<b>PRESENTER:</b>	CJ Snipes, City Manager
<b>SUBJECT:</b>	<b>Plan of Finance for the Texas Heritage Parkway</b>		
<b>ATTACHMENTS:</b>	DRAFT Agreement between the City and County		
<b>EXPENDITURE REQUIRED:</b>		\$	
<b>AMOUNT BUDGETED:</b>		\$0	
<b>ACCOUNT:</b>			
<b>ADDITIONAL APPROPRIATION REQUIRED:</b>		\$0	
<b>ACCOUNT NO:</b>			

**EXECUTIVE SUMMARY**

Following on the presentation at last month's City Council Meeting, the City has received the attached Interlocal Agreement from the County regarding the City's financial participation in the Texas Heritage Parkway. These terms seem to mirror the verbal agreement in principle discussed with Commissioner Meyers and Mr. Muller over the course of the past few weeks.

Under this agreement, the City would be responsible for approximately \$5.8 Million in Principal related to this landmark project. Council needs to understand that this will function exactly like a Debt Service note, complete with interest and principal. This means that the City will take on payments ranging from \$232,000 to \$658,000 over the next 20 years out of its Maintenance and Operating Funds rather than through a specified revenue such as Interest and Sinking funds collected through a separate Tax levy.

The County has agreed in principle to a twenty-five (25) year amortization schedule; on a flat payment basis without pre-payment provisions this would mean an annual payment of \$371,270.

**STAFF RECOMMENDATION**

Because of the magnitude of the potential impact of this project, Staff recommends approval of the proposed Agreement with the County with the inclusion of language allowing the City to make penalty free pre-payments and on a 25year annual schedule.

RESOLUTION NO. 2017-342

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS APPROVING INTERLOCAL AGREEMENT BETWEEN THE CITY AND FORT BEND COUNTY RELATED TO THE FINANCING FOR THE CONSTRUCTION OF THE TEXAS HERITAGE PARKWAY**

**WHEREAS**, the City Council of the City of Fulshear, Texas is desirous of ensuring mobility for our residents; and

**WHEREAS**, the Texas Heritage Parkway represents a unique opportunity that will see the construction of a signature roadway of more than 6 miles of four lane road connecting FM 1093 with I-10 significantly reducing commute times; and

**WHEREAS**, this project will represent a partnership of Public and Private entities working together to leverage resources; with the City and County providing a combined total of \$18,979,534 to match an equivalent or greater sum provided by the partners from the Private Sector; and

**WHEREAS**, Fort Bend County has agreed to provide the upfront cost on basis that will allow the City participate financially on a flexible basis that it can afford over a schedule not to exceed twenty-five (25) years; and

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS THAT:** The Interlocal Agreement for funding of the Texas Heritage Parkway is hereby approved with the understanding that the City's apportioned cost to participate can be pre-paid without penalty and the term for such payment shall not exceed twenty-five (25) years.

This Resolution duly passed this 18<sup>th</sup> day of April, 2017.

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Jeff W. Roberts, Mayor

ATTEST:

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D. Gordon Offord, City Secretary

Draft 3/28/17

**INTERLOCAL AGREEMENT FOR COUNTY-MANAGED MOBILITY PROJECT  
TEXAS HERITAGE PARKWAY**

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE and Section 251.012 of the TEXAS TRANSPORTATION CODE, by and between the City of Fulshear, a municipal corporation and home-rule city of the State of Texas, principally situated in Fort Bend County, acting by and through its City Council, ("City"), and Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, ("County").

**RECITALS**

WHEREAS, the County will enter into that certain *Agreement for Regional Road Improvements for a Parkway between Fulshear and Katy* (the "Participant Agreement") with certain private landowners to promote the development of a major north-south thoroughfare from Interstate 10 at Pederson Road to approximately 2100 feet south of the intersection with FM 1093 (the "Project", as generally shown on Exhibit A and as defined more fully below) contemporaneously with the approval of this Agreement; and

WHEREAS, the County has or will enter into an Interlocal Agreement for the Project with the City of Katy (the "Katy Agreement") to pay for a portion of the Project; and

WHEREAS, the Project is the construction of roadway improvements that will enhance the traffic flow/circulation and drainage in the service area, and such Project is desired by the City and the County; and

WHEREAS, the County may not expend proceeds of bond issues or taxes levied pursuant to Article III, Section 52 (b) or (c) of the Texas Constitution on city streets that are not integral parts of or connecting links with county roads or state highways in accordance with Section 251.012 of the TEXAS TRANSPORTATION CODE; and

WHEREAS, the parties assert that the Project is part of a city street that is an integral part of or a connecting link with county roads or state highways in accordance with Section 251.012 of the TEXAS TRANSPORTATION CODE; and

WHEREAS, the Commissioners Court of Fort Bend County finds that the Project contemplated in this Agreement serves a County purpose; and

WHEREAS, the City and the County agree to participate in this Project according to the terms of this Agreement; and

WHEREAS, the governing bodies of the City and County have authorized this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to both parties, it is agreed as follows:

brought to the attention of the County, and the deficiencies shall be promptly addressed by the County.

B. The City shall have the right to participate in the final inspection of the Project. At that time, any deficiencies noted by the City shall be promptly addressed by the County.

#### **Section 4. County Obligations**

A. The County is responsible for managing the design and overseeing the construction and completion of the Project and complying with the applicable state and federal laws.

B. In the event the County determines the Project lacks feasibility or for any other reason elects to forego its construction, the County shall provide written notice to the City of its decision to forego construction and refund all amounts provided by the City upon thirty (30) days of said notice to the City.

C. The County shall submit reports to the City describing in sufficient detail the progress of the Project. These reports shall be submitted to the City at increments agreed to between the parties as appropriate for the various phases of the Project. Reports received by the City from contractors detailing the progress of the Project shall suffice for the requirements of this section, so long as the County has reviewed such reports and confirmed accuracy of the contractor's report.

D. The County will submit the plans for the Project to the City Engineer for review and comment. During the work on the Project, the City may review the documents, maps, plats, records, photographs, reports, and drawings pertaining to the Project and may inspect the work in progress, provided that it does not interfere with the work.

E. Upon completion of the Project, but no later than 60 days after, the County will furnish the City with a full accounting of the funds expended on the Project and an electronic copy of the record drawings showing the Project as constructed. The City Auditor may review the County's records regarding this Project.

#### **Section 5. Liability**

The City and County are entitled to the immunities and defenses of the Texas Tort Claims Act.

#### **Section 6. Maintenance**

Upon completion of the Project, each party shall maintain that portion of the Project within its own jurisdiction.

~~"City Property Tax Increment" and "County Property Tax Increment", respectively, means the amount of ad-valorem taxes levied and assessed on any property as of January 1 of that tax year on the Captured Appraised Value. For purposes of calculating the City or County Property Tax Increment, any rebate of ad valorem taxes in the Service Area to another political subdivision pursuant to an agreement executed prior to this Agreement, and any currently effective tax abatements agreements, are excluded.~~

~~"City Sales Tax Increment" means the net annual sales and use taxes collected for the benefit of the City from sales tax accounts (including the Fulshear Economic Development Corporation) located within the Service Area for the 12-month period from September through August in year preceding the date of the calculation minus the sales and use taxes collected in the Service Area in for the 12-month period from September 1, 2017 through August 31, 2018. The calculations above shall exclude any rebate of the City's (or EDC's) sales and use tax for that period pursuant to any agreements with another political subdivision that is effective as of the date of this Agreement.~~

~~"Service Area" means the portion of the City and County that will directly benefit from the construction of the Project, as shown on Exhibit C.~~

~~"Total Increment" means the City Increment plus the County Property Tax Increment.~~

~~K.B. Plan of Finance. Fort Bend County will issue County Debt or otherwise finance in an amount and for terms to be mutually agreed upon necessary to pay for the County Contribution and the City Contribution's share of the Eligible Project Costs as those cost those costs become due and payable pursuant to the Participant Agreement.~~

~~L. Annual Debt Service City Payments. The City shall make the Annual City Payment annual payments to the County to reimburse for a portion of the Annual Debt Service for the City Contribution. The Annual City Payment is an annual payment of principal and interest in an amount equal to the City Contribution amortized for a period of not more than 25 years and at an interest rate not less than the County's interest costs and issuance costs, which the County would have issued at the time of execution of the agreement including agreed upon cost of issuance, and with such other terms and payment structure as may be approved by the County Auditor and the City's Finance Director. The Annual City Payment will also include any Eligible Project Costs incurred by the County prior to this issuance with 2% interest compounded monthly (until the proceeds of the issuance reimburse these preliminary expenditures). An example of the Annual City Payment is shown on Exhibit B reflects a hypothetical issue based on current costs estimates and financial conditions for the Eligible Project Costs. The actual Annual City Payment schedule will be fixed when the County first makes payments pursuant to the Participation Agreement, which is estimated to be March 2018. The City's annual payment amount will be calculated each year as follows:~~

the City with a clear distinction of the County Debt from the County's other outstanding obligations. After any refunding of the obligations, County will provide a new total debt service to the City.

**Section 8. Insurance Requirements**

The County agrees that it will require the contractor's insurance policies to name the County as well as the City as additional insureds on all policies except for Workers' Compensation and Professional Liability. Any such insurance policies shall include at least the following minimum coverage:

A. Workers' Compensation in the amount required by law. The policy shall include the All States Endorsement.

B. Comprehensive General Liability Insurance including contractual liability insurance, \$1,000,000 per occurrence, \$2,000,000 aggregate (defense costs excluded from face amount of policy).

C. Comprehensive Automatic Liability Insurance, including owned, non-owned and hired vehicles used for the Project, with bodily injury and property damage with a combined limit of not less than \$1,000,000 each occurrence.

D. The County may require insurance in excess of the amount of coverage set out above, as it deems necessary, in such cases the City shall remain an additional insured. The County will provide the City with proof of insurance within 30 days of the County's award of the contract for the Project construction.

**Section 9. Assignment**

No party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party.

**Section 10. No Third Party Beneficiaries**

The parties do not intend that any specific third party obtain a right by virtue of the execution or performance of this Agreement.

**Section 11. Notices**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the following addresses:

County:	Fort Bend County Attn: Robert E. Hebert, County Judge 401 Jackson Street, 1 <sup>st</sup> Floor Richmond, Texas 77469
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FORT BEND COUNTY, TEXAS

CITY OF FULSHEAR, TEXAS

\_\_\_\_\_  
Robert E. Hebert, County Judge

\_\_\_\_\_  
Jeff Roberts, Mayor

Date \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

\_\_\_\_\_  
D. Gordon Offord, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

[4831-3833-8373; v. 14844-3155-1647, v. 2](#)

DRAFT

**RESOLUTION NO. 2017-342**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS APPROVING INTERLOCAL AGREEMENT BETWEEN THE CITY AND FORT BEND COUNTY RELATED TO THE FINANCING FOR THE CONSTRUCTION OF THE TEXAS HERITAGE PARKWAY**

**WHEREAS**, the City Council of the City of Fulshear, Texas is desirous of ensuring mobility for our residents; and

**WHEREAS**, the Texas Heritage Parkway represents a unique opportunity that will see the construction of a signature roadway of more than 6 miles of four lane road connecting FM 1093 with I-10 significantly reducing commute times; and

**WHEREAS**, this project will represent a partnership of Public and Private entities working together to leverage resources; with the City and County providing a combined total of \$18,979,534 to match an equivalent or greater sum provided by the partners from the Private Sector; and

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This Resolution duly passed this 18<sup>th</sup> day of April, 2017.

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Jeff W. Roberts, Mayor

ATTEST:

---

D. Gordon Offord, City Secretary



BCE  
Brown & Coy Engineers, Inc.  
1700 West Loop West, Suite 100, Houston, TX 77057  
Tel: 281-558-8700 Fax: 281-558-8701  
Professional Seal: [Seal] State Registration No. F-1048  
Change Book

FULSHEAR PARKWAY  
EXHIBIT 2  
SHEET 1 OF 6



MATCH LINE B-B

MATCH LINE A-A

HENRICKSEN

JDC - CROSS CREEK RANCH

JDC - CROSS CREEK RANCH

JDC - CROSS CREEK RANCH

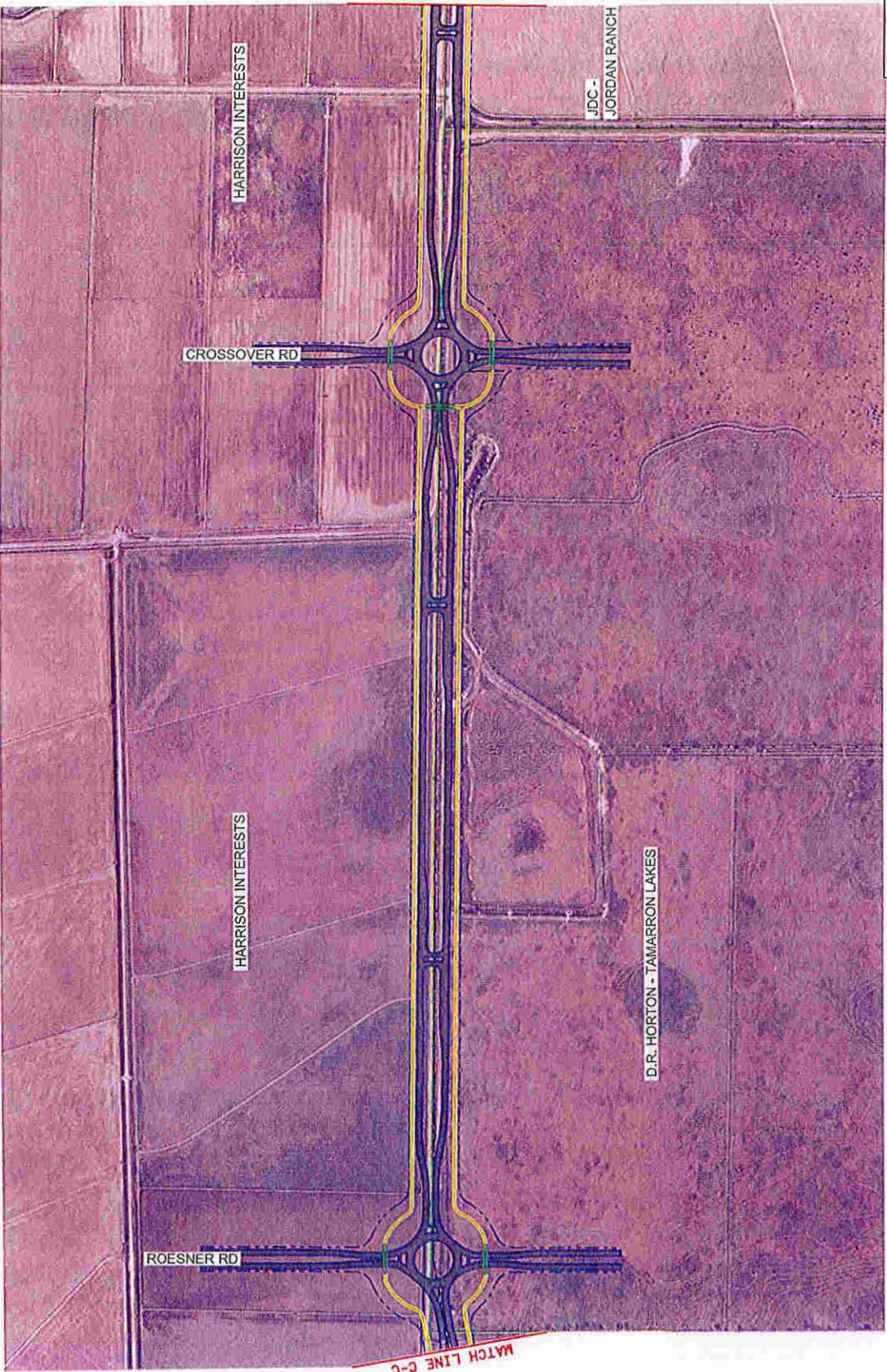
 BGE  
Brown & Gay Engineers, Inc.  
10000 Katy Road, Suite 100, Houston, TX 77052  
Tel: 281.558.8700 Fax: 281.558.8701  
TDEC Registration No. F-1344  
Created: 08/11/2011

FULSHEAR PARKWAY  
EXHIBIT 2  
SHEET 2 OF 6



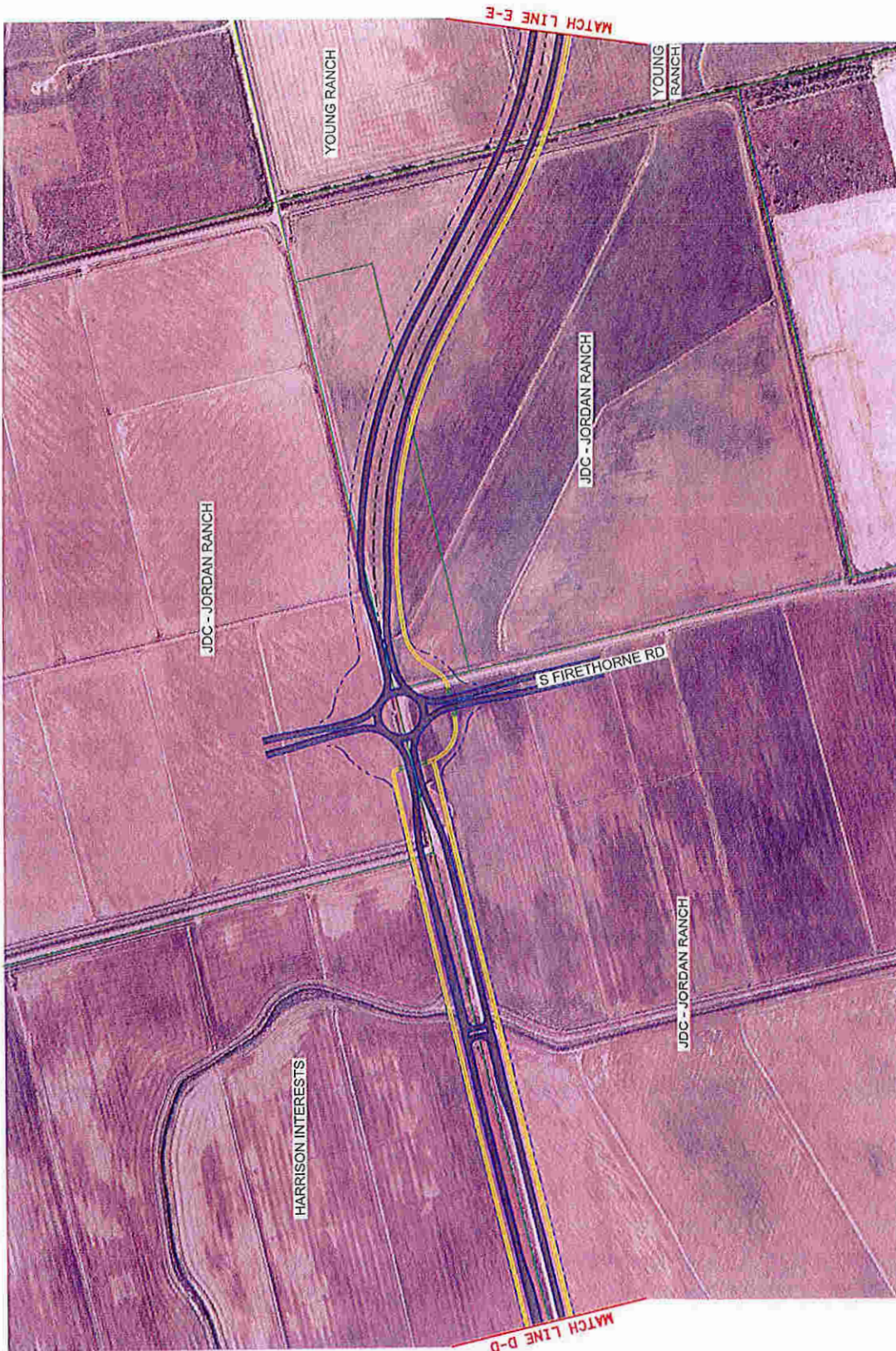
**BCE**  
Brown & Gay Engineers, Inc.  
1077 Westheimer, Suite 400, Houston, TX 77042  
Tel: 281.416.1100  
Fax: 281.416.1101  
TREC Registration No. F-12101  
Copyright 2015

FULSHEAR PARKWAY  
EXHIBIT 2  
SHEET 3 OF 6



 Brown & Gray Engineers, Inc.  
10777 Westchase, Suite 400, Houston, TX 77042  
10101 Regalation No. 171044  
Company 3104

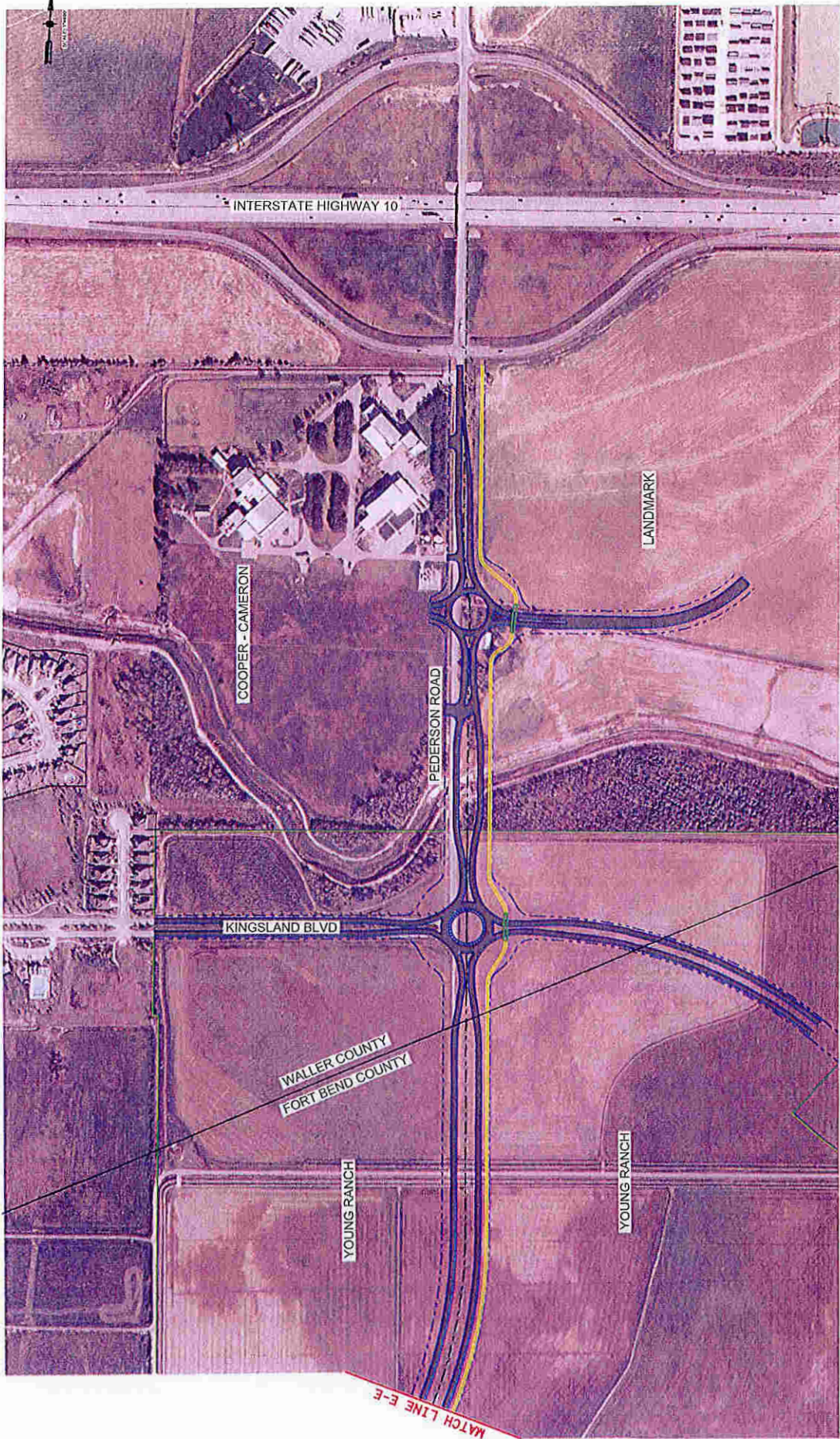
FULSHEAR PARKWAY  
EXHIBIT 2 SHEET 4 OF 6



Brown & Coy Engineers, Inc.  
14525 15th Street, Houston, TX 77045  
Tel: 281-458-8700 • www.bce-engineers.com  
Professional Seal No. 11948  
George Ellis



FULSHEAR PARKWAY  
EXHIBIT 2  
SHEET 5 OF 6



INTERSTATE HIGHWAY 10

COOPER - CAMERON

PEDERSON ROAD

KINGSLAND BLVD


WALLER COUNTY  
FORT BEND COUNTY

YOUNG RANCH

LANDMARK

YOUNG RANCH

MATCH LINE E-E

  
Brown & Gay Engineers, Inc.  
1777 West Loop West, Suite 400, Houston, TX 77062  
Tel: 281.358.8700 Fax: 281.358.8701  
TYPE Registration No. F-1046  
Change 001

FULSHEAR PARKWAY  
EXHIBIT 2  
SHEET 6 OF 6



SOURCES AND USES OF FUNDS

Fort Bend County  
 Certificates of Obligation  
 (Texas Heritage Parkway - City of Fulshear's share)  
 \*\*\*Preliminary; For Discussion Purposes Only\*\*\*

Dated Date                    09/01/2017  
 Delivery Date                09/01/2017

Sources:

Bond Proceeds:	
Par Amount	5,800,000.00
<hr/>	
	5,800,000.00
<hr/>	

Uses:

Project Fund Deposits:	
Project Fund	5,700,000.00
<hr/>	
Delivery Date Expenses:	
Cost of Issuance	100,000.00
<hr/>	
	5,800,000.00
<hr/>	

BOND DEBT SERVICE

Fort Bend County  
Certificates of Obligation  
(Texas Heritage Parkway - City of Fulshear's share)  
\*\*\*Preliminary; For Discussion Purposes Only\*\*\*

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
03/01/2018		116,000.00	116,000.00	
09/01/2018		116,000.00	116,000.00	232,000.00
03/01/2019		116,000.00	116,000.00	
09/01/2019		116,000.00	116,000.00	232,000.00
03/01/2020		116,000.00	116,000.00	
09/01/2020		116,000.00	116,000.00	232,000.00
03/01/2021		116,000.00	116,000.00	
09/01/2021		116,000.00	116,000.00	232,000.00
03/01/2022		116,000.00	116,000.00	
09/01/2022		116,000.00	116,000.00	232,000.00
03/01/2023		116,000.00	116,000.00	
09/01/2023		116,000.00	116,000.00	232,000.00
03/01/2024		116,000.00	116,000.00	
09/01/2024		116,000.00	116,000.00	232,000.00
03/01/2025		116,000.00	116,000.00	
09/01/2025		116,000.00	116,000.00	232,000.00
03/01/2026		116,000.00	116,000.00	
09/01/2026		116,000.00	116,000.00	232,000.00
03/01/2027		116,000.00	116,000.00	
09/01/2027		116,000.00	116,000.00	232,000.00
03/01/2028	430,000.00	116,000.00	546,000.00	
09/01/2028		107,400.00	107,400.00	653,400.00
03/01/2029	445,000.00	107,400.00	552,400.00	
09/01/2029		98,500.00	98,500.00	650,900.00
03/01/2030	465,000.00	98,500.00	563,500.00	
09/01/2030		89,200.00	89,200.00	652,700.00
03/01/2031	480,000.00	89,200.00	569,200.00	
09/01/2031		79,600.00	79,600.00	648,800.00
03/01/2032	500,000.00	79,600.00	579,600.00	
09/01/2032		69,600.00	69,600.00	649,200.00
03/01/2033	525,000.00	69,600.00	594,600.00	
09/01/2033		59,100.00	59,100.00	653,700.00
03/01/2034	545,000.00	59,100.00	604,100.00	
09/01/2034		48,200.00	48,200.00	652,300.00
03/01/2035	565,000.00	48,200.00	613,200.00	
09/01/2035		36,900.00	36,900.00	650,100.00
03/01/2036	590,000.00	36,900.00	626,900.00	
09/01/2036		25,100.00	25,100.00	652,000.00
03/01/2037	615,000.00	25,100.00	640,100.00	
09/01/2037		12,800.00	12,800.00	652,900.00
03/01/2038	640,000.00	12,800.00	652,800.00	652,800.00
	5,800,000.00	3,688,800.00	9,488,800.00	9,488,800.00

# LOAN AMORTIZATION SCHEDULE

## ENTER VALUES

Loan amount	\$5,800,000.00
Annual interest rate	4.00%
Loan period in years	25
Number of payments per year	1
Start date of loan	4/13/2017
Optional extra payments	

## LOAN SUMMARY

Scheduled payment	\$371,269.38
Scheduled number of payments	25
Actual number of payments	1
Total early payments	\$0.00
Total interest	\$3,481,734.60
LENDER NAME	

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULE D PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	4/13/2017	\$5,800,000.00	\$371,269.38	\$0.00	\$371,269.38	\$139,269.38	\$232,000.00	#####	\$232,000.00
2	5/13/2017	\$5,660,730.62	\$371,269.38	\$0.00	\$371,269.38	\$144,840.16	\$226,429.22	#####	\$458,429.22
3	6/13/2017	\$5,515,890.46	\$371,269.38	\$0.00	\$371,269.38	\$150,633.77	\$220,635.62	#####	\$679,064.84
4	7/13/2017	\$5,365,256.69	\$371,269.38	\$0.00	\$371,269.38	\$156,659.12	\$214,610.27	#####	\$893,675.11
5	8/13/2017	\$5,208,597.57	\$371,269.38	\$0.00	\$371,269.38	\$162,925.48	\$208,343.90	#####	\$1,102,019.01
6	9/13/2017	\$5,045,672.09	\$371,269.38	\$0.00	\$371,269.38	\$169,442.50	\$201,826.88	#####	\$1,303,845.90
7	10/13/2017	\$4,876,229.59	\$371,269.38	\$0.00	\$371,269.38	\$176,220.20	\$195,049.18	#####	\$1,498,895.08
8	11/13/2017	\$4,700,009.39	\$371,269.38	\$0.00	\$371,269.38	\$183,269.01	\$188,000.38	#####	\$1,686,895.46
9	12/13/2017	\$4,516,740.38	\$371,269.38	\$0.00	\$371,269.38	\$190,599.77	\$180,669.62	#####	\$1,867,565.07
10	1/13/2018	\$4,326,140.61	\$371,269.38	\$0.00	\$371,269.38	\$198,223.76	\$173,045.62	#####	\$2,040,610.70
11	2/13/2018	\$4,127,916.85	\$371,269.38	\$0.00	\$371,269.38	\$206,152.71	\$165,116.67	#####	\$2,362,597.94
12	3/13/2018	\$3,921,764.14	\$371,269.38	\$0.00	\$371,269.38	\$214,398.82	\$156,870.57	#####	\$2,510,892.55
13	4/13/2018	\$3,707,365.33	\$371,269.38	\$0.00	\$371,269.38	\$222,974.77	\$148,294.61	#####	\$2,650,268.17
14	5/13/2018	\$3,484,390.56	\$371,269.38	\$0.00	\$371,269.38	\$231,893.76	\$139,375.62	#####	\$2,780,368.04
15	6/13/2018	\$3,252,496.79	\$371,269.38	\$0.00	\$371,269.38	\$241,169.51	\$130,099.87	#####	\$2,900,821.13
16	7/13/2018	\$3,011,327.28	\$371,269.38	\$0.00	\$371,269.38	\$250,816.29	\$120,453.09	#####	\$3,011,228.06
17	8/13/2018	\$2,760,510.99	\$371,269.38	\$0.00	\$371,269.38	\$260,848.94	\$110,420.44	#####	\$3,111,228.06
18	9/13/2018	\$2,499,662.04	\$371,269.38	\$0.00	\$371,269.38	\$271,282.90	\$99,986.48	#####	\$3,200,363.22
19	10/13/2018	\$2,228,379.14	\$371,269.38	\$0.00	\$371,269.38	\$282,134.22	\$89,135.17	#####	\$3,278,213.02
20	11/13/2018	\$1,946,244.92	\$371,269.38	\$0.00	\$371,269.38	\$293,419.59	\$77,849.80	#####	\$3,344,326.03
21	12/13/2018	\$1,652,825.34	\$371,269.38	\$0.00	\$371,269.38	\$305,156.37	\$66,113.01	#####	\$3,398,232.79
22	1/13/2019	\$1,347,668.96	\$371,269.38	\$0.00	\$371,269.38	\$317,362.63	\$53,906.76	#####	\$3,439,445.04
23	2/13/2019	\$1,030,306.34	\$371,269.38	\$0.00	\$371,269.38	\$330,057.13	\$41,212.25	#####	\$3,467,455.01
24	3/13/2019	\$700,249.21	\$371,269.38	\$0.00	\$371,269.38	\$343,259.42	\$28,009.97	\$356,989.79	\$3,481,734.60
25	4/13/2019	\$356,989.79	\$371,269.38	\$0.00	\$356,989.79	\$342,710.20	\$14,279.59	\$0.00	\$3,481,734.60



**AGENDA MEMO  
BUSINESS OF THE CITY COUNCIL  
CITY OF FULSHEAR, TEXAS**

<b>AGENDA OF:</b>	April 18, 2017	<b>AGENDA ITEM:</b>	F
<b>DATE SUBMITTED:</b>	April 13, 2017	<b>DEPARTMENT:</b>	Administration
<b>PREPARED BY:</b>	CJ Snipes, City Manager	<b>PRESENTER:</b>	CJ Snipes, City Manager
<b>SUBJECT:</b>	<b>Resolution No. 2017-344 Supporting HB 3504</b>		
<b>ATTACHMENTS:</b>	Resolution and Bill		
<b>EXPENDITURE REQUIRED:</b>			\$
<b>AMOUNT BUDGETED:</b>			\$0
<b>ACCOUNT:</b>			
<b>ADDITIONAL APPROPRIATION REQUIRED:</b>			\$0
<b>ACCOUNT NO:</b>			

**EXECUTIVE SUMMARY**

Commissioner Meyers reached out to the City requesting Council support for HB 3504 which would greatly expand the applicability of resources gained under our agreement for a Sales and Use Tax with the County Assistance District.

**STAFF RECOMMENDATION**

Staff recommends Council approve the Resolution in support of HB 3504.

**RESOLUTION NO. 2017-344**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS SUPPORTING HOUSE BILL  
3504 REGARDING COUNTY ASSISTANCE DISTRICTS**

**WHEREAS**, the City Council of the City of Fulshear, Texas has previously approved an Interlocal Agreement regarding the equitable distribution of Sales and Use Tax within its Extraterritorial Jurisdiction with Fort Bend County; and

**WHEREAS**, the Commissioner Meyers has requested the City endorse House Bill 3504 which would expand the approved scope for the use of said funds; and

**WHEREAS**, the City Council is desirous of broadening said scope to maximize the use of those funds within the City's Extraterritorial Jurisdiction and City Limits.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS THAT:** hereby endorses and supports the adoption of House Bill 3504 regarding the use of resources within County Assistance Districts.

This Resolution duly passed this 18<sup>th</sup> day of April, 2017.

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Jeff W. Roberts, Mayor

ATTEST:

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D. Gordon Offord, City Secretary

85R13816 JCG-D

By: Miller

H.B. No. 3504

A BILL TO BE ENTITLED

AN ACT

relating to the authority of certain county assistance districts to annex public rights-of-way and county-owned property.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. The heading to Section 387.0031, Local Government Code, is amended to read as follows:

Sec. 387.0031. INCLUSION OF ROADS OR COUNTY PROPERTY IN CERTAIN DISTRICTS.

SECTION 2. Section 387.0031, Local Government Code, is amended by amending Subsections (b) and (c) and adding Subsection (b-1) to read as follows:

(b) The governing body of a district by order may include in the district a portion of a road or public right-of-way, including

associated drainage areas, or county-owned property that is being used for a public purpose if:

(1) the road, public right-of-way, or county-owned property ~~[that]~~ is located in a municipality located in the county that created the district; and

(2) [if] the municipality consents to the inclusion.

(b-1) An election is not required to approve an order described by Subsection (b) ~~[this subsection]~~.

(c) The district may use money available to the district to perform any function of the district under this chapter ~~[maintenance or improvement]~~ on a road or public right-of-way, including ~~[and the]~~ associated drainage areas, or any property included in the district in accordance with this section.

SECTION 3. This Act takes effect September 1, 2017.





**AGENDA MEMO**  
**BUSINESS OF THE CITY COUNCIL**  
**CITY OF FULSHEAR, TEXAS**

<b>AGENDA OF:</b>	April 18, 2017	<b>AGENDA ITEM:</b>	G
<b>DATE SUBMITTED:</b>	April 12, 2017	<b>DEPARTMENT:</b>	Administration
<b>PREPARED BY:</b>	CJ Snipes, City Manager	<b>PRESENTER:</b>	CJ Snipes, City Manager
<b>SUBJECT:</b>	<b>Denial of Center Point Energy Rate request</b>		
<b>ATTACHMENTS:</b>	Correspondence from GCCC and Resolution		
<b>EXPENDITURE REQUIRED:</b>			\$0
<b>AMOUNT BUDGETED:</b>			\$0
<b>ACCOUNT:</b>			
<b>ADDITIONAL APPROPRIATION REQUIRED:</b>			\$0
<b>ACCOUNT NO:</b>			

**EXECUTIVE SUMMARY**

The Gulf Coast Coalition of City's has requested the City take action to approve the attached Resolution as it relates to CNP's request for an increase to the Distribution Rate.

**STAFF RECOMMENDATION**

Staff recommends the City Council approve the Resolution.

**RESOLUTION NO. \_2017-343**

**A RESOLUTION OF THE CITY OF FULSHEAR, TEXAS FINDING THAT CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR PURSUANT TO 16 TEX. ADMIN. CODE § 25.243 TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.**

WHEREAS, the City of Fulshear, Texas ("City") is an electric utility customer of CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company"), and a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, the City is a member of the Gulf Coast Coalition of Cities ("GCCC") (such participating cities are referred to herein as "GCCC"), a coalition of similarly situated cities served by CenterPoint that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in CenterPoint's service area; and

WHEREAS, on or about April 6, 2017 CenterPoint filed with the City an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF") Pursuant to 16 Tex. Admin. Code § 25.243 seeking to increase electric distribution rates by \$89,560,854 for the period of September 1, 2017 to August 31, 2018 compared to the revenues approved in its most recent base rate case, Docket No. 38339; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, GCCC is coordinating its review of CenterPoint's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, the GCCC's members and attorneys recommend that GCCC members deny the DCRF.

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

Section 1. That the rates proposed by CenterPoint to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Mr. Brocato's Direct Line: (512) 322-5857  
Email: tbrocato@lglawfirm.com

## MEMORANDUM

TO: Gulf Coast Coalition of Cities (CenterPoint Energy)  
FROM: Thomas Brocato  
Hannah Wilchar *T.B.*  
DATE: April 6, 2017  
RE: CenterPoint Energy – Distribution Cost Recovery Factor (“DCRF”) filing

**CONFIDENTIAL/ATTORNEY-CLIENT COMMUNICATION**  
**CITY ACTION REQUIRED NO LATER THAN JUNE 5**

On April 6, 2017, CenterPoint Energy Houston Electric, LLC (“CenterPoint” or “Company”) filed an Application for Approval to Amend its Distribution Cost Recovery Factor Pursuant to 16 Tex. Admin. Code (“TAC”) § 25.243 with each of the Gulf Coast Coalition of Cities (“GCCC”) that has retained jurisdiction over CenterPoint’s rates. In the filing, the Company asserts that it is seeking an increase in distribution revenues of \$89,560,854 for the period of September 1, 2017 to August 31, 2018 compared to the revenues approved in its most recent base rate case, Docket No. 38339.

GCCC has engaged the services of a consultant, Mr. Karl Nalepa, to review the Company’s filing. Mr. Nalepa will review the filing and identify adjustments that should be made to the Company’s request. We are recommending that the Cities deny the requested relief.

The Public Utility Commission of Texas’s rules allow cities 60 days to act on this application. That deadline is June 5, 2017. Accordingly, we request that each city schedule the draft resolution attached to this memorandum for consideration at their next council meeting.

If you have any concerns or question please do not hesitate to contact me at (512) 322-5857. We appreciate your continued support.

## **OMODEL STAFF REPORT REGARDING CENTERPOINT'S DISTRIBUTION COST RECOVERY FACTOR FILING**

\*\*\*

The City, along with approximately 35 other cities served by CenterPoint Energy Houston Electric, LLC (“CenterPoint” or “Company”) is a member of the Gulf Coast Coalition of Cities (“GCCC”). The coalition has been in existence since the early 1990s. GCCC has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for over 20 years.

On April 6, 2017, CenterPoint filed an Application for Approval to Amend its Distribution Cost Recovery Factor (“DCRF”) Pursuant to 16 Tex. Admin. Code § 25.243 to Increase Distribution Rates with each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in distribution revenues of \$89,560,854 for the period of September 1, 2017 to August 31, 2018 compared to the revenues approved in its most recent base rate case, Docket No. 38339.

GCCC has engaged the services of a consultant, Mr. Karl Nalepa, to review the Company’s filing. GCCC’s attorney recommends that all GCCC members adopt the Resolution denying the rate change. Once the Resolution is adopted, CenterPoint will have 30 days to appeal the decision to the Public Utility Commission where the appeal will be consolidated with CenterPoint’s filing for the environs and those cities that have relinquished their original jurisdiction currently pending at the Commission.

### **Purpose of the Resolution:**

The purpose of the Resolution is to deny the DCRF application proposed by CenterPoint.

### **Explanation of “Be It Resolved” Paragraphs:**

1. This paragraph finds that the Company’s application is unreasonable and should be denied.
2. This section states that the Company’s current rates shall not be changed.
3. The Company will reimburse the cities for their reasonable rate case expenses. Legal counsel and consultants approved by the Cities will submit monthly invoices that will be forwarded to CenterPoint for reimbursement.
4. This section recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
5. This section provides CenterPoint and counsel for the cities will be notified of the City’s action by sending a copy of the approved and signed Resolution to counsel.



**AGENDA MEMO**  
BUSINESS OF THE CITY COUNCIL  
CITY OF FULSHEAR, TEXAS

<b>AGENDA OF:</b>	April 18, 2017	<b>AGENDA ITEM:</b>	H
<b>DATE SUBMITTED:</b>	April 12, 2017	<b>DEPARTMENT:</b>	Administration
<b>PREPARED BY:</b>	Paula Ryan, Assistant City Manager	<b>PRESENTER:</b>	Paula Ryan, Assistant City Manager
<b>SUBJECT:</b>	City of Fulshear Employee Handbook for City Employees		
<b>ATTACHMENTS:</b>	Ordinance No. 2017-1246 Repealing Ordinance No. 86-727 and Adopting the City of Fulshear, Texas Employee Handbook, Dated May 1, 2017		
<b>EXPENDITURE REQUIRED:</b>	N/A		
<b>AMOUNT BUDGETED:</b>	N/A		
<b>ADDITIONAL APPROPRIATION REQUIRED:</b>	N/A		

**EXECUTIVE SUMMARY**

Over the past year, staff has worked diligently to develop an updated, comprehensive Employee Handbook ("Handbook") to serve as a standardized employment policy manual for all City employees. A previous personnel manual had been adopted in 1986 with Ordinance No. 86-727. The need to provide for equitable and consistent employment policy administration and enforcement with regard to all employees of the City of Fulshear is a priority.

This Handbook clearly defines the policies, rules, responsibilities, and privileges that come with municipal employment. While it is difficult to formulate definite regulations for every possible employment matter, it is the goal of this updated, comprehensive Handbook to provide effective and efficient guidelines, and to serve as a sound human resources management tool.

**RECOMMENDATION**

Staff recommends that City Council take action to repeal Ordinance No. 86-727, and approve the attached Ordinance No. 2017-1246 adopting the City of Fulshear, Texas Employee Handbook for City Employees.

**ORDINANCE No. 2017-1246**

**AN ORDINANCE REPEALING ORDINANCE NO. 86-727, AND ADOPTING AN  
EMPLOYEE HANDBOOK TO GOVERN HUMAN RESOURCE MANAGEMENT  
MATTERS FOR EMPLOYEES OF THE CITY OF FULSHEAR, TEXAS**

**WHEREAS**, the City Council of the City of Fulshear, Texas recognizes the need to adopt an updated, comprehensive Employee Handbook to serve as a standardized employment policy manual for all City employees, and;

**WHEREAS**, the City Council of the City of Fulshear, Texas recognizes the need to provide for equitable and consistent employment policy administration and enforcement with regard to all employees of the City of Fulshear, and;

**WHEREAS**, this Employee Handbook for City employees was prepared to provide for such administration and enforcement; **NOW, THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS:**

SECTION 1: That the City Council of the City of Fulshear, Texas, hereby repeals Ordinance No. 86-727, and hereby adopts this Ordinance No. 2017-1246 which includes the City of Fulshear, Texas Employee Handbook dated May 1, 2017 with amendments as may be subsequently approved by the City Council, as the official policy of the City with regard to human resource management. A copy of the Handbook shall be attached to this Ordinance No. 2017-1246 as Exhibit A and shall become a part thereof as fully as if set at length herein.

SECTION 2: That all other Ordinances and parts of Ordinances in conflict with this Ordinance, including Ordinance No. 86-727, are hereby repealed to the extent of the conflict.

SECTION 3: That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases are separable, and, if any phrase, clause, sentence, paragraph, or section of this Ordinance or the Handbook adopted herein, shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections, since the same would have been enacted by the City Council without the incorporation of unconstitutional or invalid phrases, clauses, sentences, paragraphs, or sections.

SECTION 4: That this Ordinance shall take effect immediately from and after the 18<sup>th</sup> day of APRIL, 2017.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS this 18<sup>TH</sup> day of APRIL, 2017.

\_\_\_\_\_  
Jeff W. Roberts, Mayor

ATTEST:

\_\_\_\_\_  
D. Gordon Offord, City Secretary



AN ORDINANCE ADOPTING A PERSONNEL POLICIES MANUAL TO GOVERN  
PERSONNEL ADMINISTRATION MATTERS INVOLVING EMPLOYEES OF THE  
CITY OF FULSHEAR, TEXAS

WHEREAS, it is necessary to provide for fair and uniform enforcement of personnel administration with regard to all employees of the City of Fulshear,

AND WHEREAS, The City has prepared a personnel policies manual to provide for such enforcement; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS:

SECTION 1: That the City Council of the City of Fulshear, Texas, hereby adopts the Personnel Policies Manual dated FEBRUARY 24, 1986 with amendments as may be subsequently approved by the City Council, as the official policy of the City with regard to personnel administration. A copy of the manual shall be attached to this Ordinance as Exhibit A and shall become a part thereof as fully as if set at length herein.

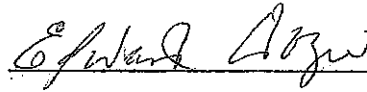
SECTION 2: That all Ordinances and parts of Ordinances in conflict with this Ordinance are hereby repealed to the extent of the conflict.

SECTION 3: That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases are separable, and, if any phrase, clause, sentence, paragraph, or section of this Ordinance or the manual adopted herein, shall be declared unconstitutional or invalid by

the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections, since the same would have been enacted by the City Council without the incorporation of unconstitutional or invalid phrases, clauses, sentences, paragraphs, or sections.

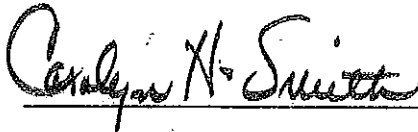
SECTION 4: That this Ordinance shall take effect immediately from and after the 24 day of FEBRUARY, 198<sup>6</sup>.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR this 24th day of FEBRUARY, 198<sup>6</sup>.



EDWARD DOZIER, MAYOR

ATTEST:



Carolyn H. Smith, City Secy-Treas.

VOTING:

F. SMART	<u>YES</u>	B. G. WALLING	<u>ABSENT</u>	P. PRESLEY	<u>YES</u>
V. RANDLE	<u>YES</u>	T. HARKNESS	<u>NO</u>		

# **CITY OF FULSHEAR, TEXAS**



## **EMPLOYEE HANDBOOK**

*EFFECTIVE:*

**May 1, 2017**

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## Welcome and Introduction

Welcome to the City of Fulshear, Texas ("City"). We are happy you chose to join us in service to the citizens of this great City. Our overriding goal is to make our community a better place to live and do business while providing efficient, friendly service to our citizens and the public. As a new employee, you may have questions about City policies, procedures, and expectations of you. This Employee Handbook ("Handbook") will answer most of those questions and will assist you in understanding the rules, responsibilities, and privileges that come with municipal employment. While it is difficult to formulate definite regulations for every possible employment matter, it is the goal of this Handbook to provide effective and efficient guidelines.

The City of Fulshear is an Equal Opportunity Employer. Employment with the City is At-Will unless the City Council has approved a written contractual employment relationship with an employee. At-Will means that the employee may resign with or without cause; likewise, the employer may terminate an employee at any time with or without cause. The policies and procedures contained in this Handbook are meant to establish a set of consistent regulations concerning the relationship between the City and its employees. **Nothing contained herein constitutes a contract between any employee and the City. The City may amend or repeal this Handbook in whole or in part with or without notice.** The City retains the right to change, modify, suspend, interpret, or cancel any of the policies and procedures at its sole discretion. Any employee who continues to work after a policy or procedure has been changed, modified, suspended, interpreted, or canceled is deemed to have accepted any such change.

City Council delegates expressed authority to the City Manager to adopt compliance policies and procedures that are consistent with federal, state, or local laws with which the City is required to comply. These legal authorities may also include guidance from federal, state or local enforcement agencies. The City Manager shall also adopt policies and procedures that are geared toward maintaining a productive and efficient workforce, and to clarify existing policies and procedures, and correct grammatical or typographical errors, which do not change the intent of existing policies and procedures. The City Council shall, however, approve any policy or procedure which directly or indirectly encumbers or exposes the City to financial liability such as changing or adding benefits that have not been expressly approved by Council.

In addition to the policies and procedures outlined in this Handbook, each Department Director may develop and implement standard operating procedures, guidelines, or general orders, which supplement the policies contained in this Handbook. Department procedures are specifically designed for your department and job, must be consistent with this Handbook, and in no case, may such supersede those terms contained in this Handbook. The City Manager or the City Manager's designee will resolve any conflicts between department policies and this Handbook.

This Handbook is subject to the City's Charter, constitution, and laws of the State of Texas and the United States. It is the City's Policy to fully comply with all applicable local, state, and federal law, including any amendments to such law that become effective after this Handbook is adopted by City Council. Accordingly, to the extent protections provided by local, state, and federal law ever exceed those provided in this Handbook for any reason it is the City's Policy to comply with such law as if it were fully incorporated into this Handbook. It is your responsibility as an employee to read, understand, and comply with all policies, procedures, guidelines, and practices of both the City and individual departments. If you have questions, please contact your Department Director, supervisor, Human Resources, or the City Manager. We look forward to working with you!

## **INTRODUCTION**

### **A. DISCLAIMER**

As a City of Fulshear employee, you have chosen to work for an employer committed to excellence in public service. This Handbook is presented for your general information and guidance, and contains the personnel rules for all employees, supervisors, and management. These rules update, supersede, and replace those in effect prior to the effective date of this Handbook. This Handbook supersedes any other previous personnel policies and directives issued by the City Council, the Mayor, the City Administrator/Manager, or by individual department directors to the extent that those previous policies or directives conflict with these rules. This Handbook may be changed at any time by the City Council. This Handbook is not intended to be an expressed or implied contract of employment. Contractual considerations related to employment may only be made with approval from the City Manager, and such agreements must be in writing and signed by the City Manager to be valid, unless such employment contract is for the City Manager, in which case contractual considerations related to employment may only be made with written approval of the City Council.

### **B. THE CITY AT A GLANCE**

Established in 1824 with a land grant by Mexico to Churchill Fulshear, the City of Fulshear still retains its small-town charm while being one of the fastest growing communities in Texas. The town was platted in 1890, and subsequently, the City of Fulshear was incorporated in 1977. Fulshear continues to focus on creating a community that values forward thinking, quality education and development, and prosperity. The diversity of the community, from its historic downtown and small stores, to its rural farms, to its many residential areas and exemplary master planned communities, allows Fulshear to be an ideal location for those who call it home.

### **C. FORM OF GOVERNMENT**

The City of Fulshear, Texas, is a Home-Rule municipality. The form of government established by the City of Fulshear Charter in May 2016 is known as "Council-Manager" form of government. The elected officials include the Mayor and City Council.

The City Manager serves as the Chief Executive Officer and is appointed by City Council. The City Manager is responsible for managing all City personnel, except where the City's Charter provides otherwise. The City Manager may authorize a Department Director as his/her designee to execute any policy set forth in this Handbook, subject to the City Manager's direction and authority. The City Manager shall also designate an Acting City Manager who shall act as the City Manager in his/her absence, pursuant to Section 4.03 of the City of Fulshear Charter.

## CHAPTER I - DEFINITIONS

Certain words and phrases used throughout this Handbook shall be defined as follows:

- (a) At-Will Employment: Employment relationship between the City and an employee in which either party may terminate employment at any time, with or without cause.
- (b) City Manager: The appointed City Manager by the full City Council, the designated Acting City Manager as designated by the City Manager, or the City Manager or Acting City Manager's designee.
- (c) Date of Employment: The date on which an employee begins employment with the City whether as part-time or full-time employee.
- (d) Department Director: An employee in charge of a department, or their designee such as a supervisor or manager.
- (e) Employee, Exempt: An employee who is exempt from the overtime provisions of the Federal Fair Labor Standards Act and does not receive overtime pay or compensatory time.
- (f) Employee, Non-Exempt: An employee who is not exempt from the overtime provisions of the Fair Labor Standards Act and receives overtime pay or compensatory time as set forth in this Handbook.
- (g) Employee, Part-Time: An employee who is regularly scheduled to work less than forty (40) hours per week.
- (h) Employee, Peace Officer: A person employed by the City in the Police Department as a peace officer. This Handbook, as well as any adopted Police Department rules, regulations, or procedures, applies to peace officers. Where there is a conflict between this Handbook and Police Department rules, regulations, or procedures, the Police Department rules, regulations, and procedures shall apply unless contrary to local, state, or federal law, in which case this Handbook shall apply.
- (i) Employee, Provisional: An employee, whether full-time or part-time, not having completed a provisional period. All provisional and non-provisional employees are At-Will and may be terminated during or after the provisional period, with or without cause.
- (j) Employee, Regular Full-Time: An employee scheduled to work forty (40) hours per week or more.
- (k) Employee, Temporary: An employee hired to work a short time period, not to exceed nine (9) months, and includes interim employment and emergency employment.



- (l) Job Classifications: Grouping of employee positions by job duties and pay ranges.
- (m) Immediate Family: A spouse, parent (including step and in-law), or child (including step and in-law).
- (n) Promotion: An employment change to a position in a higher job classification with an increase in compensation and responsibilities.
- (o) Provisional Period: Regular, full-time and part-time employees, except peace officers, serve a ninety-day (90) period during which an employee is required to demonstrate fitness for the duties to which he/she is hired. For peace officers, the provisional period shall be one (1) year. By providing for a provisional period, however, the City in no way waives or alters the At-Will nature of employment with the City. An employee may be terminated during or after the provisional period, with or without cause.
- (p) Reclassification: An employment change in which the basic job duties have changed to be consistent with a job in a different classification.
- (q) Resignation: Voluntary ending of employment by an employee.
- (r) Retirement: Voluntary ending of employment by an employee meeting age, service, and other criteria to retire.
- (s) Seniority: Time in public service worked by an employee, based on total years of employment with the City. Seniority shall be measured from the Date of Employment with the City.
- (t) Termination: Non-voluntary ending of employment by the City for any reason, whether for cause or not, including employee performance issues, workforce reduction, or budgetary restraints.
- (u) Transfer: An employment change in the same pay range to the same or different job classification.

**CHAPTER II - CITY OFFICE, POLICE DEPARTMENT, & EMPLOYEE HOURS**

City Hall is open to the public for the transaction of business from 8:00 a.m. to 5:00 p.m., Monday through Thursday, and from 8:00 a.m. to 3:00 p.m. on Friday. The Police Department shall be open to the public continuously. Police Officers are scheduled to work eighty-four (84) hours in a two-week pay period. All other regular, full-time employees are scheduled to work forty (40) hours per week but may be required to work additional hours. The Department Director and the City Manager, shall determine the time at which employees begin and end their work shifts. Lunch breaks (thirty minutes or more) may be taken but shall be unpaid. The Department Director will determine the length of lunch breaks. The work week begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday.

## **CHAPTER III - JOB CLASSIFICATION AND COMPENSATION PLAN**

### **A. JOB CLASSIFICATION AND COMPENSATION PLAN**

- (1) Job Classification and Compensation Plan.
  - (a) The City groups all jobs into a job classification and compensation plan according to job duties, responsibilities, knowledge, education, training, skills, and abilities.
  - (b) For each job classification, there is a job title, job description, and compensation pay range which describes the essential functions of the job, the minimum qualifications required to perform the job, and the pay range for the job.
  - (c) The job descriptions are intended to be descriptive and explanatory only, and do not necessarily include all the duties performed by an employee. Job positions are assigned to the various job classifications based on work performed during the majority of the working period.
- (2) Maintenance of the Job Classification and Compensation Plan. The City Manager shall be responsible for the day-to-day maintenance of the Job Classification and Compensation Plan and shall recommend to the City Council the assignment of each job position to its appropriate compensation pay range and the designation of each job position as exempt or non-exempt in accordance with law.
- (3) Job Classification and Compensation Plan Adoption and Amendments. The City Council shall adopt and amend the Job Classification and Compensation Plan. The City Manager shall implement the Council adopted Job Classification and Compensation Plan.

### **B. PAY PERIODS**

Payroll periods for all employees shall be biweekly. Distribution of paychecks shall be made every other Friday. Paychecks will be distributed only to the employee, unless the employee provides written authorization to the Finance Department to distribute the employee's paycheck to another individual or entity.

### **C. DIRECT DEPOSIT**

Employees may elect to have their paychecks directly deposited into their checking or savings account. Employees will receive a payroll statement listing the gross compensation amount, deductions and withholdings, and net pay.

#### D. OVERTIME PAY AND COMPENSATORY TIME

- (1) Overtime is any time worked in excess of forty (40) hours by non-exempt employees in a seven-day workweek, except law enforcement personnel. Non-exempt law enforcement personnel receive overtime for any time worked in excess of eighty-four (84) hours in a work period.
- (2) Exempt employees are not eligible to receive overtime pay or compensatory time, but may be granted flexible scheduling in recognition of extra hours worked.
- (3) Overtime must be approved in advance by the Department Director and the City Manager, except for law enforcement personnel which must receive approval for overtime in advance by the Police Chief. Approved overtime must be documented and submitted with the employee's timesheet to the Finance Department.
- (4) Non-exempt employees, except law enforcement personnel, may choose to receive overtime in either pay at one and one half (1½) times the employee's regular hourly rate or in compensatory time off at one and a half (1½) hours for every hour of work over 40 hours in a seven-day work week. Law enforcement personnel may choose to receive overtime in either pay at one and one half (1½) times the employee's regular hourly rate or in compensatory time off at one and a half (1½) hours for every hour of work over eight-four (84) hours in a work period.
- (5) Non-exempt employees, except law enforcement personnel, may accrue compensatory time up to 240 hours, after which all overtime shall be paid. Law enforcement personnel may accrue compensatory time up to 480 hours, after which all overtime shall be paid.
- (6) Overtime pay or compensatory time shall be given for actual time worked during the seven-day workweek for non-exempt employees or actual time worked during the work period for law enforcement personnel. If an employee takes time off using leave time or compensatory time, overtime pay or compensatory time will not be paid or accrued, as applicable.

#### E. ON-CALL TIME

- (1) On-Call-regular compensation paid: Non-exempt employees who are required to remain on City premises or so close thereto that the employee cannot use their time effectively for personal purposes shall be compensated at their regular pay rate (or overtime rate if applicable) while on-call and shall comply with all provisions of this Handbook. An employee shall be at the designated City working location, or be able to remote in, if applicable, no later than thirty (30) minutes after being called to work.

- (2) On-Call-stipend compensation paid: An employee who is not required to remain on City premises or so close thereto that the employee can use their time effectively for personal purposes shall be paid a \$25.00 stipend per day; however, an employee who is On-Call per this subsection is prohibited from using alcohol. If the employee is called into work, the employee shall be compensated at their regular pay rate (or overtime if applicable) for hours worked. An employee shall be at the designated City working location or be able to remote in, if applicable, no later than one (1) hour after being called to work.
- (3) Exempt employees are not eligible for On-Call compensation or a stipend, however, such employee may receive flexible time-off for extensive hours worked, as determined by the City Manager.

**F. COMPENSATION FOR TRAINING, EDUCATION, AND TUITION.**

- (1) The Department Director or City Manager may require training or educational sessions for employees based on their own assessment that training or educational sessions are directly related to the essential functions of the employee's job. The employee may request, in writing to the Department Director, approval to attend training or educational sessions. If the City determines that an employee should participate in training or educational sessions, the City shall provide financial assistance to the employee to attend and participate in such programs including paying for registration fees, transportation expenses, lodging, parking fees, mileage, and food expenses. Time spent by the employee in training or educational sessions shall be considered as time worked. Compensation shall be calculated in accordance with the section outlining Overtime Pay, if the combination of class and work time exceeds forty (40) hours in a seven (7) day work period; or eighty-four (84) hours per pay period for a non-exempt police officer. The City shall pay travel time and any overtime as required by law.
- (2) If an employee desires to participate in training or educational sessions not directly related to the essential functions of their job, the employee may request, in writing to the Department Director, approval to attend training or educational sessions. The City may allow the employee to utilize paid leave time to participate in such training or educational sessions. The City shall not provide any financial assistance to the employee for these training or educational sessions. The City shall not pay travel time or overtime to the employee.
- (3) The City may provide tuition assistance to regular, full-time employees who wish to take a course at a regionally or nationally accredited institution of higher education or the Southern Association of Colleges and Schools (SACS) accredited institution which directly relates to the employee's job functions and will benefit the city. Employees are limited to one (1) class per semester which must be attended during off work hours. The City Manager may authorize class attendance during work hours if taking the class during off work hours is not possible.

Employees shall not be compensated for class attendance, travel, or studying time. The employee must request tuition assistance consideration in writing and receive the written approval of the Department Director, Human Resources, and City Manager.

Only employees who have been employed with the city for at least six (6) months may apply for tuition assistance. If the City pays for tuition assistance, the employee must agree, in writing, to remain employed with the city for at least two (2) years after completion of the class or agrees to reimburse the city the full tuition costs if the employee resigns, retires, or is terminated before the two (2) year time expires. Moreover, the employee shall agree to reimburse the city the full tuition costs if the employee fails the class, drops the class, or is suspended from the taking the class. Tuition assistance is limited to \$1,500.00 per calendar year. Nothing contained herein alters or waives the At-Will employment relationship with the City.

## **G. UNIFORMS**

(1) Peace Officers:

Uniforms and equipment for all uniformed peace officers shall be prescribed by the City Manager and Police Chief. The City shall purchase and furnish the original issue of uniforms and certain equipment for each law enforcement officer upon employment and shall provide replacements as deemed necessary. Specific details of the City of Fulshear Police Department's policy on uniforms, appearance, and equipment shall be found in the Police Department's General Order, issued by the Police Chief, and must be adhered to by all law enforcement officers.

(2) Other City Employees:

If the Department Director or City manager requires an employee to wear a uniform, the City shall provide a reasonable number of uniforms to the employee. Employees are responsible for taking care of the uniforms, including all costs to wash or dry clean the uniforms. Employees shall report damaged uniforms to their Department Director for replacement. Excessive replacement costs may be borne by the employee at the Department Director or City Manager's discretion.

(3) Safety Gear:

If the Department Director or City manager requires an employee to wear safety gear, the City shall provide safety gear to the employee. Employees are responsible for taking care of the safety gear, including all costs to clean and maintain such gear in good condition. Employees shall report damaged safety gear to their Department Director for replacement. Excessive replacement costs may be borne by the employee at the Department Director or City Manager's discretion.

## CHAPTER IV - BENEFITS

### A. HEALTH INSURANCE, LIFE INSURANCE, SUPPLEMENTAL COVERAGE

- (1) Each regular, full-time employee of the City shall be eligible to enroll in the City's group health plan which includes medical, dental, prescription, and vision coverage. At this time, the City pays 100% of the employee-only group health plan premium rate; however, if the employee desires to add an eligible spouse or dependent(s), the employee will be charged the group health plan premium rate for such additional coverage. Coverage begins thirty (30) days after date of employment. Employees will be allowed to make changes to the group health plan only during the annual open enrollment period or if a qualifying event allows such change outside of the annual open enrollment period.

The City may evaluate the group health plan from time to time, and may require an employee to pay all or part of the group health plan premium rate if the employee chooses to enroll in the group health plan. The City reserves the right to change or cease the group health plan in subsequent plan years.

- (2) The City shall pay the premium for a \$25,000 term life insurance policy and a \$25,000 accidental death and dismemberment policy for each regular, full-time employee. Coverage begins 30 days after date of employment.
- (3) Supplemental Coverage: Employees may elect supplemental coverage benefits at their own cost.

### B. RETIREMENT

Effective on the date of employment, employee participation in the Texas Municipal Retirement System (TMRS) is mandatory if the employee's position normally requires them to work at least 1,000 hours per year. Employees contribute five (5%) percent of their gross compensation, and the City matches the employee's contributions at a 2 to 1 ratio. The City also participates in the Federal Social Security or FICA program which provides benefits in the event of retirement or disability.

Employees may elect to enroll in a voluntary 457(b) deferred compensation plan. This election is funded by the employee, via payroll deduction, under limits prescribed by the IRS.

### C. EMPLOYEE ASSISTANCE PROGRAM (EAP)

All employees, their immediate families, and all residing members of the employee's household may access the Employee Assistance Program (EAP). The Employee Assistance Program offers a wide range of services. There is no charge to access the EAP, which is available through Deer Oaks EAP

Services. For more information regarding the types of services offered, please visit [www.deeroakseap.com](http://www.deeroakseap.com) or call 1-866-327-2400.

**D. WITHHOLDING AND DEDUCTIONS**

Employees may experience payroll deductions in association with their participation in some of the above-referenced benefit plans. Additionally, the City withholds standard Federal and State mandated funds such as Federal Income Tax, FICA (Social Security taxes), and Medicare, as well as other court ordered garnishments, such as child support. If any employee believes that an erroneous deduction has occurred, the employee should contact the Finance Department immediately to review and investigate such claim.

**E. CHANGES IN PERSONAL INFORMATION**

Employees shall notify Human Resources and the Finance Department, in writing, whenever changes in personal information occur, such as name, address, telephone number, marital status, number of dependents, and emergency contact information. Under the Texas Public Information Act, new employees must complete a form choosing whether to allow public access to their home address, home telephone number, emergency contact information, social security number, and information that reveals whether the person has family members, no later than the 14<sup>th</sup> day after the date of employment.



## CHAPTER V - TIME OFF/LEAVES

### A. HOLIDAYS

- (1) Designated and Observed Holidays. The City Council sets the official Holidays each fiscal year. The following days are currently designated as official Holidays to be observed by all regular, full-time employees (regular-part time employees, temporary employees, and emergency employees may receive the day off, but without pay, or may be required to work):

Martin Luther King Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence Day	Christmas Eve
Labor Day	Christmas Day
Fair Day	New Year's Day

When a holiday occurs on a Saturday, it shall be observed on the preceding Friday, but when the holiday occurs on a Sunday, it shall be observed on the following Monday ("Observed Holidays").

- (2) Floating Holiday. In addition to the above officially designated Holidays, the City will provide all regular, full-time employees one (1) Floating Holiday which expires at the end of each fiscal year. This Floating Holiday must be taken in a one-time, eight (8) hour increment, subject to prior approval of the Department Director, whose responsibility is to continue to provide necessary services. If the employee does not use the Floating Holiday by the end of each fiscal year, the employee forfeits such holiday. The City shall not pay compensation to an employee upon separation from the City, regardless of the cause of such separation, for any unused Floating Holiday.
- (3) Designated and Observed Holidays Occurring During Vacation or Sick Leave. If a Designated or Observed Holiday occurs during a period that the employee is on vacation or sick leave, no vacation or sick leave time shall be deducted from the employee for that day.
- (4) Holiday Compensation and Entitlement. All regular, full-time employees shall receive the benefit of holidays designated by Council in the following ways and in the following order of priority:
- (a) By receiving eight (8) hours of pay at their regular rate of compensation and by having the day off;
  - (b) If an employee is scheduled to work and actually works on a City Designated or Observed Holiday, the employee shall receive pay at time and a half (1½) for the actual hours worked, in addition to eight (8) hours of pay.

- (5) Police Department Employees. The Police Department operates continuously in the interest of public safety, service, and welfare. As such, police employees shall be scheduled accordingly as approved by the Police Chief or Police Chief's designee. Time off, holidays, and vacations shall be established and approved by the Police Chief, and shall be outlined in the City of Fulshear Police Department Policy, as a supplement to this Handbook.

**B. PERSONAL LEAVE**

Personal Leave. The City will provide all regular, full-time employees three (3) days of Personal Leave each fiscal year. Use of Personal Leave is subject to prior approval of the Department Director. If the employee does not use all Personal Leave by the end of each fiscal year, the employee forfeits such leave and the City shall not pay compensation to an employee for unused Personal Leave. Additionally, the City shall not pay compensation to an employee for unused Personal Leave if the employee separates from the City, regardless of the cause of such separation.

**C. VACATION LEAVE**

- (1) Accrual of Vacation Leave. The calendar year in which an employee begins employment (Date of Employment) in their initial regular, full-time position shall be considered as his/her first year for determining the amount of vacation the employee is entitled to receive. Vacation leave shall accrue based on the employee's Date of Employment at the following rates:

	Full-Time Employees Hours Accrued Per Pay Period	Annual Hours (26 Pay Periods)
First year through end of fifth year	3.077	80
Five or more years	4.616	120

- (2) Use of Vacation Leave. Regular, full-time employees shall be entitled to take vacation leave after completing the ninety (90) day provisional period unless the City Manager authorizes vacation leave during the ninety (90) day provisional period.
- (3) Carry-forward and Accrual. Regular, full-time employees may carry-forward and continue to accrue vacation hours up to a maximum of 240 hours. Once that total has been reached, the employee will be unable to accrue additional vacation hours until the total vacation hours is reduced to less than 240 hours.

- (4) Payment of Vacation Leave Upon Separation of Employment. An employee's unused vacation leave shall be paid by the City upon separation of employment, unless otherwise directed by the City Manager. Payment shall be made at the employee's current rate of pay at the time of separation.
- (5) Cash Out of Unused Vacation Leave. An employee may cash out one (1) week of unused vacation each calendar year by submitting a written request to the Finance Department starting November 1 and no later than November 30. Payment for the cash out shall be made in the following month of December. An employee must have a minimum balance of 120 vacation hours to be eligible to cash out vacation leave.
- (6) Scheduling of Vacation Leave. Employees shall submit a written request to their Department Director to take vacation leave. The employee's vacation will not be considered scheduled until the employee has received written approval from the Department Director.

#### **D. SICK LEAVE**

- (1) Accrual of Sick Leave. All regular, full-time employees of the City shall accrue sick leave at the rate of 4.616 hours per pay period for a total of 120 hours per calendar year.
- (2) Uses of Sick Leave. Sick leave may be taken for the following reasons:
  - (a) an employee's illness or physical incapacity;
  - (b) the illness or physical incapacity of the employee's Immediate Family that requires the presence of the employee;
  - (c) medical or dental appointments or essential preventive medical procedures that cannot be scheduled during off-duty hours;
  - (d) the enforced quarantine of the employee; and
  - (e) the birth, adoption, or initial placement for foster care of a child with an employee, and in order to care for that child within the twelve (12) months following the child's birth, adoption by the employee, or initial placement with the employee for foster care, as applicable.
- (2) Carry-forward, Accrual, and Donation to Sick Leave Pool. All regular, full-time employees may carry-forward and continue to accrue sick leave hours up to a maximum of 480 hours. Once that total has been reached, the employee will not accrue additional sick leave hours until the total sick leave hours are reduced to less than 480 hours. Employees who have accrued the maximum of 480 sick leave hours may elect to continue to accrue sick leave that will be donated into the City-wide Catastrophic Sick Leave Pool (Pool).

Employees who have not reached the maximum accrual of 480 sick leave hours also may choose to donate to the Pool, but cannot donate sick leave in an amount that exceeds more than one-fourth (1/4) of their total sick leave balance at the time of the donation.

- (4) Notice of Absence for Sick Leave Purposes. An employee not reporting to work for any of the reasons stated above shall notify, or cause to be notified, his or her Department Director, as soon as possible, and preferably prior to the time at which the employee is required to report to work. As soon as possible thereafter, the employee shall submit to his or her Department Director a request for the use of sick leave on the form provided by the City for such purpose.
- (5) Limitations on Excessive Use or Abuse of Sick Leave. Department Directors will monitor use of sick leave by employees to identify cases of potential excessive use or abuse of sick leave. Noticeable patterns of sick leave use may be subject to further review by the City Manager. An employee who is determined to be using excessive sick leave, abusing sick leave, or whose absence from work interferes with the ability of the Department Director to maintain the expected level of service within that department is subject to disciplinary action including termination.
- (6) Healthcare Provider Certificate Required. An employee who takes sick leave for a period of more than three (3) consecutive working days shall provide to their Department Director a written statement from a licensed practicing physician, physician's assistant (P.A.), or nurse practitioner (N.P.) certifying that the employee's condition prevented him or her from performing the duties of his or her position. The City Manager may require that the employee present a physician's, P.A.'s, or N.P.'s statement certifying that the employee is able to safely return to work and perform the essential functions of his or her job, with or without reasonable accommodations, prior to the date on which the employee intends to return to work. The City Manager may require a physician's, P.A.'s, or N.P.'s statement to justify an employee's use of sick leave for a period of time that is three (3) consecutive working days or less.
- (7) Absence for Less Than a Day. Sick leave may be used in one (1) hour increments for absences of less than one (1) work day in connection with categories of sick leave stated above.
- (8) Work Related Injuries and Illness. Employees shall report all work - related injuries or illness to their Department Director as soon as possible but in no event later than 24 hours. The Department Director shall assist the employee with the completion of a First Report of Injury Form and shall then forward such form to Human Resources. Human Resources will assist the employee with filing a claim.

Before returning to work, the employee must present a physician's, P.A.'s, or N.P.'s statement certifying that the employee is able to safely return to work and perform the essential functions of his or her job, with or without reasonable accommodations, prior to the date on which the employee intends to return to work.

If the injured employee is not cleared for full duty, upon receipt of a list of light duty assignments that the physician, P.A., or N.P. feels the employee can safely perform, the City may accommodate the injured employee by providing light duty, if available, and if it is in the best mutual interest of the employee and the City. If an employee's injury or illness does not arise out of or in the course of his/her employment, the City may provide light duty at the discretion of the Department Director.

- (9) Workers' Compensation Claims. The City is self-insured for workers' compensation coverage through the Texas Municipal League (TML) Intergovernmental Risk Pool for work-related injury or illness. To the extent provided by State law, workers' compensation insurance may cover medical expenses for work-related injuries or illness. Employees who have sustained work-related injury or illness that requires them to be absent from work for a period of time may utilize accumulated sick, vacation, personal, or compensatory time during the first week since there is a seven (7) day waiting period before paid benefits begin under the Texas Workers' Compensation provisions.
- (10) Assignment of Accrued Sick Leave Upon Separation. The City shall not pay the employee for unused sick leave upon separation regardless of the cause of separation. The employee's unused sick leave hours shall be allotted to the Catastrophic Sick Leave Pool.

#### **E. CATASTROPHIC SICK LEAVE DONATION POOL**

- (1) The City's Catastrophic Sick Leave Pool is a sick leave donation program established to provide a mechanism by which employees may donate accumulated sick leave to fellow employees who, because of catastrophic illness or other condition that requires a long-term approved absence from work, have exhausted or are expected to exhaust all their total available leave hours.
- (2) All regular, full-time employees are eligible to participate in the Pool, if certain criteria are met, upon approval from the City Manager. To be eligible as prospective donated leave recipients, employees must also be eligible for Family and Medical Leave Act leave, except that employees are not required to have met the time in service requirements of the City's FMLA rules.
- (3) Employees must take the following steps to be considered to receive donated leave or to donate leave:

- (a) Submission of Written Request; Approval by the City Manager Required. A prospective donated leave recipient may initiate the leave donation approval process by submitting a letter of request for donated leave to Human Resources. The maximum number of donated sick leave hours that an employee may receive through the Pool is 400 hours per calendar year.

The approval of a request for donated sick leave shall be reviewed by Human Resources and the City Manager. The City Manager will make the final determination on approving or denying the allocation of donated sick leave hours from the Pool to the potential recipient based on merit and need.

- (b) Leave Donation; Submission to the Finance Department. Employees who wish to donate leave to the Pool shall submit to the Finance Department a written request containing the following:

1. The name of the donating employee;
2. The number of sick leave hours to be donated. (Leave must be donated in full hour increments only);
3. An affirmation that the donating employee has accrued the maximum of 480 hours of unused sick leave time and is electing to donate any time in excess of 480 hours to the Pool; or the donating employee has not reached the maximum accrual of 480 hours and is choosing to donate to the Pool in an amount that does not exceed more than one-fourth (1/4) of their total sick leave balance at the time of the donation.

- (4) Crediting of Donated Time. Donated leave time will be credited to the sick leave balance only of an approved recipient at the time that the recipient has exhausted all vacation leave, sick leave, personal days, floating holiday, and any compensatory time. In no event shall an employee be credited with more donated leave time than leave time actually consumed in connection with the absence for which leave was donated.

- (6) Pay and Benefits During Donated Leave Time. Employees who are absent from work on donated leave shall continue to be paid as they would be if they were using their own accumulated sick leave, until the donated leave is exhausted. Such employees shall not receive more than the amount of their regular bi-weekly earnings. Employees using donated leave shall be in an active pay status, shall accrue sick leave and vacation time, and shall be entitled to any benefits to which they would otherwise be entitled. Leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be credited.

Donated leave time shall not count toward the provisional period of an employee who receives donated leave during his or her provisional period.

## F. SPECIAL LEAVES

- (1) Special Leave Without Pay. The City Manager may approve special leave without pay if an employee has exhausted all of his/her vacation leave, sick leave, personal leave, floating holiday, and any compensatory time. Special leave without pay may be granted in emergency cases or other special circumstances, but only if the employee's absence does not materially affect the operation of his/her department. In no event, shall the period of leave without pay exceed five (5) days.

Employees who are on any type of leave without pay status, except on donated Sick Leave Pool, do not accrue vacation or sick leave hours. If the leave without pay qualifies as Family and Medical Leave Act leave, health benefits will be maintained as outlined in the section FAMILY AND MEDICAL LEAVE ACT below.

- (2) Military Leave. The City provides fifteen (15) days paid military leave to eligible employees per fiscal year. An employee who serves in any State or Federal uniformed services, including the armed forces, Texas State Military forces, United States Military Reserve, National Guard, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or national emergency, and is required to engage in annual training exercises or is called to active duty, shall be granted leaves of absence for military duty in accordance with federal and state law that comply with the Uniformed Services Employment and Reemployment Act (USERRA).
- (3) Bereavement Leave. Regular, full-time employees may take no more than three (3) days of bereavement leave in a calendar year. Bereavement Leave must be approved by the Department Director. An employee requesting Bereavement Leave shall provide written documentation verifying the death of an employee's spouse, child (step or foster children), spouses of children, parent, step-parent, grandparent, grandchild, sibling, and in-law relatives being the employee's spouse's parent, step-parent, child (step or foster children), spouses of children, and sibling.
- (4) Family and Medical Leave Act. In accordance with the Federal Family and Medical Leave Act, the City will provide eligible employees up to twelve (12) workweeks of unpaid, job-protected leave in a twelve (12) month period for one or more of the following reasons:
  - The birth of a child or placement of a child with the employee for adoption or foster care and to bond with the newborn or newly-placed child within one (1) year of the child's birth or placement;

- To care for the employee's spouse, child, or parent who has a qualifying serious health condition, including incapacity due to pregnancy and for prenatal medical care;
  - For the employee's own qualifying serious health condition that makes the employee unable to perform the essential functions of his or her job, including incapacity due to pregnancy and for prenatal medical care;
  - For any qualifying exigency related to the foreign deployment of a military member who is the employee's spouse, child, or parent on covered active duty or call to covered active duty status; or
  - An eligible employee may also take up to twenty-six (26) workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness when the employee is the spouse, child, parent, or next of kin of the servicemember. An eligible employee is limited to a *combined* total of 26 workweeks of leave for any FMLA-qualifying reasons during the single 12-month period.
- (a) To be eligible, employees must have been employed by the City for at least twelve (12) months and have been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave.
- (b) The twelve (12) month period for Family and Medical Leave Act leave is established as the calendar year beginning January 1 and ending December 31.
- (c) Employees may use vacation leave, sick leave, personal leave, floating holiday, and any compensatory time, before using their unpaid Family and Medical Leave Act leave, and such paid leave shall not apply toward the employee's twelve (12) week entitlement. Moreover, employees should make a reasonable effort to schedule any foreseeable medical treatment so as not to unduly disrupt the operation of the City. Employees should provide the City with not less than thirty (30) days notice or as much notice as is practicable. If the situation is not an emergency or is predictable, such as scheduled surgery or pregnancy, a request for leave must be on file before the leave of absence commences.
- (d) Continuation of Benefits will be maintained by the City for an employee's existing coverage under the City's group health benefit plan and under the same terms that apply to other City employees covered by the City's group health benefit plan. Employees who have elected dependent coverage must make arrangements with the Finance Department to continue to pay their premium contributions while on FMLA leave.



- (e) An employee requesting leave due to the employee's own serious illness or to care for a seriously ill spouse, son, daughter, or parent must provide the City with a written certification by a licensed practicing physician, physician's assistant (P.A.), or nurse practitioner (N.P.) on a form provided by the City.
  - (f) An employee on medical leave for reasons of his or her own serious health condition or pregnancy must provide the City with a written certification by a licensed practicing physician, physician's assistant (P.A.), or nurse practitioner (N.P.) that the employee is able to return to work.
  - (g) Employees returning from leave will be given the same or equivalent position and reinstated in all benefits they had accrued before the leave.
  - (h) If an employee fails to return to work at the conclusion of leave, employment may be terminated and the City may require the employee to reimburse it for the full cost of health care coverage during any period of unpaid leave, depending upon the reason the employee does not return and in accordance with the provisions of the Family and Medical Leave Act. The time during which an employee is on FMLA leave shall not be counted for purposes of any department's attendance policies.
- (5) Jury Duty Leave. Any regular, part-time or full-time employee summoned for Jury Duty shall notify their Department Director immediately and provide a copy of the summons. Time spent on Jury Duty Leave shall not be deducted from an employee's paid leave, and the employee shall receive their regular pay.
- (6) Leave to Vote. All employees eligible to vote at national, state, county, or municipal elections shall, when necessary, be allowed sufficient time off with pay to vote, if polls close within two (2) consecutive hours of the employee's regular work hours. Under these circumstances, time spent voting shall not be deducted from employees paid leave.

## CHAPTER VI - EMPLOYMENT RULES / POLICIES / PROCEDURES

### A. EMPLOYMENT RULES AND POLICIES

(1). Equal Employment Opportunity. The City is an Equal Opportunity Employer. The City does not discriminate against qualified applicants or its employees in its employment policies, practices, and access to its services. In accordance with law, the City prohibits discrimination against or preference for any person in recruitment, hiring, pay, benefits, membership, training, examination, appointment, promotion, retention, discipline, termination, or any other aspect of employment because of race, color, sex, age, religion, national origin, veteran status, marital status, disability, or genetic information, and all other categories protected by law. The City will not allow discrimination in the workplace and conduct found to violate the City's policies relating to discrimination and harassment may lead to discipline, up to and including termination.

With respect to Criminal History Conviction Records, in determining the eligibility or the disqualification of a candidate from employment based on their criminal history background, the City will consider the nature of the job, the nature and seriousness of the offense, and the length of time since it occurred. The City will make a determination of eligibility or disqualification in the interest of public safety and security which is job related, and on a case-by-case basis.

(2). Sexual Harassment and Discrimination. It is the right of all employees to perform their jobs in an environment free from harassment, including innuendo, physical contact, verbal suggestiveness, or derogatory ethnic/racial/sexual remarks. The City will not tolerate conduct or material that is considered offensive to a reasonable person.

Sexual Harassment means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- (3) The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

It is the City's policy to prohibit sexual harassment and discrimination in the workplace and this policy covers vendors, customers, others who enter our workplace as well as all employees.

(3). Harassment and Anti-Violence Workplace. The City prohibits employees' conduct that is harassing, intimidating, humiliating, obscene, threatening, or violent. An employee who suspects he or she has been subjected to such conduct or reasonably believes such conduct will occur should use the City's complaint process, unless such conduct requires immediate attention, in which case the employee should immediately consult with the Department Director, Human Resources, or City Manager. The employee should immediately contact the appropriate law enforcement agency if a suspected criminal offense is involved.

(4). Online Harassment. The City prohibits employees' sending harassing, intimidating, humiliating, obscene, threatening, or violent messages, regardless of the medium used whether such occurs at work or outside of work via any electronic communication such as over the internet, intranet, web, app, text, email, or any platform or system. An employee who suspects he or she has been subjected to such harassment should save a copy of the material, if possible, and use the City's complaint process, unless such conduct requires immediate attention, in which case the employee should immediately consult with the Department Director, Human Resources, or City Manager. The employee should immediately contact the appropriate law enforcement agency if a suspected criminal offense is involved.

(5). Americans with Disabilities Act (ADA). The City prohibits discrimination based on disability in employment and in connection with the admission to or access to City-provided services. In accordance with law, the City prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, advancement, compensation, job training, termination, and any other terms, conditions, or privileges of employment so long as the employee or applicant can perform the essential functions of the job, with or without reasonable accommodations. The City will provide reasonable accommodations determined through an interactive process, to a qualified individual with a disability, who has made the City aware of his or her disability and need for accommodation, if such accommodation does not place an undue hardship upon the City.

An employee with a disability who believes that he or she needs a reasonable accommodation to perform the essential functions of his or her job should contact Human Resources. The City Manager, Human Resources, and the Department Director will meet with the employee to discuss and identify the limitations resulting from the disability and the potential accommodation that the City might make to enable the employee to perform the essential functions of his or her job. The City may consult with outside agencies and organizations to identify reasonable accommodation options.

Human Resources will inform the employee of the decision on the accommodation request, any alternative accommodation proposed, or how to implement the approved accommodation. If the accommodation request is denied, the employee will be advised of the right to appeal the decision to the City Manager by submitting a written statement explaining the reasons for reconsideration of the request within five (5) business days. If the request on appeal is denied, that decision is final.

If an employee's circumstances or needs change, he or she may restart the interactive process and request a reasonable accommodation even if an earlier request has been denied.

The City does not need to provide an accommodation if doing so would cause an undue hardship, meaning the accommodation is unduly costly, extensive, substantial, or disruptive or would fundamentally alter the nature or operation of City business. The ADA does not generally require the City to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items at the City's cost (i.e. eyeglasses, hearing aids, wheelchairs, etc.).

Employees who fail to return to work after the conclusion of an approved leave, including any extensions of leave granted as a reasonable accommodation, shall be regarded as having voluntarily resigned their position.

(6). Right to Express Breast Milk. The City shall make reasonable accommodations for the needs of employees who express breast milk by providing reasonable break times and shall provide a private place, other than a bathroom, that is shielded from view and free from intrusion from other employees and the public, to express breast milk. An employee who needs to express breast milk during working hours should inform their Department Director and Human Resources to determine a reasonable accommodation. Breaks of more than fifteen (15) minutes in length shall be unpaid, however, the employee may use paid leave time for extended breaks. Under Texas Law a public employer may not suspend or terminate employment of, or otherwise discriminate against, an employee because she has asserted her right to express breast milk in the workplace.

(7). Fraud Policy. The City is committed to protecting its financial assets, property, and information from unauthorized access, alteration, destruction, misuse, or theft.

If an employee suspects fraudulent activity, the employee shall report the activity to their Department Director or the City Manager immediately but no later than twenty-four hours after becoming aware of such activity. The Department Director or City Manager shall investigate the activity and take any disciplinary measures, if any, as deemed appropriate including reporting such finding to the appropriate law enforcement agency.

(8). Whistleblower. The City's policy is to comply with the Texas Whistleblower Act, and accordingly the City prohibits suspending, terminating, or taking other adverse personnel action against an employee because he or she has, in good faith, reported a violation of the law by the City or one or more of its employees to an appropriate law enforcement authority. Employees are required to promptly report any violation of this policy to the City Manager or Human Resources under the City's complaint policy.

9). Firearms. Employees may not possess, transport, or store a firearm on the premises of the City, as that term is defined by Section 46.035(f)(3) of the Texas Penal Code, or in a vehicle owned or leased by the City, unless the employee is required to possess, transport, or store a firearm in the official discharge of the employee's duties.

(10). The Texas Public Information Act. While the Texas Public Information Act requires that many of the documents and much of the information collected by the City is subject to public disclosure upon written request, a City employee has the right to choose whether or not to allow public access to portions of his or her personnel file that reveal a home address, home telephone number, emergency contact information, social security number, and information that reveals whether or not he or she has family members. Home address, home telephone number, emergency contact information, social security number, and information that reveals whether or not he or she has family members of peace officers are automatically closed to the public. A peace officer may further restrict public access to their date of birth. A new employee must state, in writing, no later than the 14<sup>th</sup> day after the date of employment, if this information is to be available upon public request or to remain confidential. This is completed during new hire orientation with Human Resources.

Employees are required to comply with the Texas Public Information Act and the Texas State Records Retention Schedule regarding release and retention of all records, regardless of format.

(11). Drug and Alcohol Free Workplace. The City adopts a drug-free and alcohol-free workplace.

- (a) Applicant: The City may drug test a job applicant, after the job offer is made, but before the person begins employment in positions including, but not limited to: Clerical Assistant, Maintenance Worker, Permit Clerk, Utility Services Representative, Code Inspector, Deputy City Secretary, Deputy Court Clerk, Executive Assistant, Plans Examiner, Building Inspector, Maintenance Superintendent, Police Officer, Chief Building Inspection Supervisor, Court Administrator, Economic Development/Communications Coordinator, Utility Services Supervisor, Police Sergeant, City Secretary, Finance Manager, Chief Building Official, Police Captain, Chief Financial Officer, Economic Development Director, Human Resources Director, Public Works Director, Executive Director of Planning & Development, Police Chief, Assistant City Manager, and City Manager. The City shall drug test a job applicant in all cases if the person will hold a safety-sensitive or security-sensitive position such as operating a truck weighing more than 26,000 pounds, operating heavy machinery, law enforcement officers whose duties include drug interdiction, operator of a commercial vehicle, or if the applicant is covered by the Department of Transportation Regulations, or if the City has reasonable suspicion.

- (b) Employee: The City may drug test employees at any time that hold safety or security sensitive positions such as operating a truck weighing more than 26,000 pounds, operating heavy machinery, law enforcement officers whose duties include drug interdiction, operating a commercial vehicle, if the employee is involved in an accident in a City vehicle, if the employee is covered by the Department of Transportation Regulations, or if the City has reasonable suspicion.
- (c) Confidential: To the extent permitted by law drug test results shall remain confidential and placed in a separate file outside a personnel file.
- (d) Action by City: The City may rescind an employment offer if an applicant's drug test returns a positive result for an illegal drug or controlled substance. The City may terminate an employee that tests positive for an illegal drug or controlled substance.
- (e) Employees shall not perform duties while under the influence of alcohol.
- (f) Employees shall not operate a City vehicle, or a personal vehicle for City business, when they cannot drive safely. This prohibition includes circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of illness, medication, or intoxication. Employees found in violation of this policy will be subject to disciplinary action, up to and including immediate termination.

(12). Smoke and Tobacco Free Workplace. Except as allowed in this section, smoking (including, but not limited to e-cigarettes and vaping products) and use of tobacco products (including, but not limited to, cigarettes, pipes, cigars, and chewing tobacco) is prohibited in any City vehicle, building, or facility without regard for time of day or actual presence of employees. Employees will be permitted to smoke and use tobacco products only while on an approved break and only in designated areas, which shall be outside and may not be within 15 feet of any building entrance.

(13). Appearance and Dress. The appearance and dress of employees impacts the perception that the public and residents have of the City. Employees are expected to maintain minimum standards of dress, grooming, and hygiene appropriate for their position and job duties and as necessary to protect the safety of the public, themselves, and other employees. The City may make exceptions under this section to reasonably accommodate the religious practices of an employee or under the ADA.

(14). Political Activity. An employee may not endorse or support a political candidate for public office or measure to be voted while on-duty, in City uniform, in a City vehicle, or on any City property (except at a city polling place, off-duty and not in City uniform).

No employee may use any City equipment, facilities, or property to endorse or support a political candidate for public office or a measure to be voted on.

An employee may not contribute to a city council campaign.

An employee may not wear city council campaign literature while on-duty, in City uniform, in a City vehicle, or on any City property (except at a city polling place, off-duty and not in City uniform).

An employee may not circulate petitions for city council candidates, although the employee may sign such petitions.

An employee shall further comply with all Charter provisions regarding political activity. In the event of a conflict between this Handbook and the City's Charter, the City's Charter controls.

(15). Outside Employment: Regular, full-time employees shall receive written authorization from their Department Director for outside employment. The Department Director may authorize outside employment if such does not interfere with the employee's duties to the City, does not interfere with City needs, and does not create a conflict of interest.

(16). Media Contacts. The City Manager is the primary media contact. The Police Chief may communicate with the media in the event of an emergency, disaster, or other circumstances requiring immediate information to citizens. Employees shall not make statements on behalf of the City to the media, unless directed to do so by the City Manager. If an employee receives a media inquiry, the employee shall respond that he or she must relay the request to the City Manager's office and that he or she does not have the authority to respond on behalf of the City. An employee shall report any media inquiry received and response provided to the City Manager immediately but not later than twenty-four (24) hours after the contact.

(17). Acceptance of Gifts. City employees may accept gifts in compliance with Federal and State laws and this Handbook. The purpose of laws and policies governing gifts to public employees is to regulate attempts to influence the employees to use their authority or discretion to the advantage of the person making the gift.

It is a crime for a public employee to agree to make a decision in return for a payment or receipt of some other benefit. Employees may not accept gifts, favors, services, or promises of future employment that could relate to, or influence the performance of the employee's official duties. Employees may not use their position to gain special privileges or benefits and are to avoid participating financially in any business enterprise, which might influence their official decisions and judgments. Employees may not hold any position with any business enterprise or governmental unit, which would conflict with the proper performance of the employee's duties or responsibilities.

Benefit means any economic gain or economic advantage to an officer or employee or to a relative of an officer or employee, but does not include:

- (a) Political contributions made and reported in accordance with law, unless otherwise prohibited herein.
- (b) Awards publicly presented in recognition of public service.
- (c) Gifts or other tokens of recognition presented by representatives of governmental bodies or political subdivisions who are acting in their official capacities.
- (d) Commercially reasonable loans made in the ordinary course of the lender's business.
- (e) Complimentary copies of trade publications.
- (f) Reasonable hosting, including travel and expenses, entertainment, meals or refreshments furnished in connection with public events, appearances, or ceremonies related to official City business, if furnished by the sponsor of such public event; or in connection with speaking engagements, teaching or rendering other public assistance to an organization or another governmental entity.
- (g) Any economic gain or economic advantage conferred by any one person or organization if the economic value totals less than \$50.00 per calendar year, but no cash, gift cards, checks, or similar instruments are allowed even if the value is less than \$50.00.

The City Manager may accept gifts to the City, on behalf of the City, for general employee consumption, or donate the gifts to appropriate organizations, and issue acknowledgements on behalf of the City.

(18). Right to Search and Inspect. City employees have no reasonable expectation of privacy with respect to the contents of any City owned property including but not limited to lockers, computers, desks, vehicles, phones, tablets, files, and cabinets. The City reserves the right inspect all City-owned property at any time.

An employee who interferes with a search or fails to cooperate in allowing a search conducted, including giving access to City property as directed, may be subject to discipline, including termination.

(19). Use of City Credit Cards. Employee's use of credit cards shall comply with this Handbook and the City adopted Credit Card Policy.

(20). Use of City Property. City facilities, equipment, supplies, land, property, and other City resources and assets are provided to employees to perform their job duties and not for their personal use.

(21). Computer Use, Internet and Intranet Use, E-mail Use. Employee may use city computers, tablets, cell phones, internet, intranet, e-mail, and network systems for official city business only. Information sent, received, and stored on any City device or system is subject to being monitored and recorded at any time.



Before an employee downloads, uploads, or places any hardware or software onto any city equipment, including computers, cell phones, tablets, or networks, the employee must receive the approval of the Department Director. This approval is necessary to prevent malware or computer viruses from entering the City's system. Employees shall not connect personal devices to any city computer, tablet, cell phone, or network.

(22). Social Media. The City may maintain an official social media site or sites which the City Manager shall approve before setup or registration. The City Manager shall also approve the content of social media site(s). The Chief of Police, or his designee, may create a social media site or sites and shall approve all content pursuant to this Handbook and the Fulshear Police Department Social Media Policy.

Employee use of social media must comply with applicable federal, state, and City ordinances, regulations, and policies, as well as proper business etiquette. Employees shall comply with copyright, trademark, servicemark, and other intellectual property right laws; records retention laws, privacy laws, Texas Public Information Act, Texas Open Meetings Act, the First Amendment, and information security policies established by the City.

Wherever possible, links to more information should direct users back to the City's official website for more information, forms, documents, or online services to conduct business with the City.

Employees using social media for City purposes shall conduct themselves as representatives of the City. Employees shall not post messages or reply to messages that are discriminatory in nature, harassing or bullying, threatening, obscene, contain confidential or proprietary information, or that are knowingly false. A good rule of thumb is that if you would not want a message on the front page of the newspaper, then you should not post it online.

The City reserves the right to remove any message, comment, post, image, or video if such violates the law or is obscene.

Social media may be housed and used from online internet or intranet websites, cellular apps, and tablet apps as well as other electronic technology. The common social media sites the City may use for official business is Facebook, LinkedIn, Twitter, Instagram, and any other City-approved social media sites.

Employees shall not represent themselves as a spokesperson for the City unless designated as such by the appropriate city staff.

Employees shall not use personal social media while working for the City or use city equipment, networks, computers, tablets, cellular phones, facilities, or buildings after work to use personal social media. Employees shall not provide a link to any personal social media site from any City approved site. Employees shall not use City of Fulshear e-mail addresses or email addresses that a reasonable person would believe to be associated with the

City to create, use, respond, repost, remove, solicit, or delete any social media that is personal in nature.

An employee who violates this section of the Handbook may be disciplined or terminated.

(23). Telephone. Employees are prohibited from making personal long distance telephone calls using the City's telephone system.

(24). Recording. The City shall comply with all laws and regulations regarding monitoring and recording of employees. Employees do not have a reasonable expectation of privacy regarding their use of any City-issued equipment or property. The City may monitor and record employee use of any city equipment or property.

(25). Cellular Phone. The City may provide cellular phones and services to employees. Any City-issued cellular phone and service are the property of the City.

(26). City-Owned Vehicles or Vehicle Allowance. The City Manager may assign a City-owned vehicle for employee use or may provide a vehicle allowance. City-owned vehicles shall be used only for City business, except as otherwise specifically designated in the City's Vehicle Use policy.

(27). Personal Vehicle Use for City Business. The City shall reimburse employees for approved use of personal vehicles for City business at the rate set by the Internal Revenue Service. Mileage reimbursement shall cover only those miles incurred for City business and does not include an employee's normal commute to his/her place of business from home or any travel associated with an employee's personal business. Mileage reimbursement shall not be available to employees who receive a vehicle allowance, unless travel destination extends beyond a 100-mile radius from City Hall. For business destination travel greater than a 100-mile radius, the trip is deemed to be outside the parameters of the vehicle allowance and therefore mileage is reimbursable. Reimbursement requests shall be submitted to the Finance Department using City approved forms.

(28). Equipment and Vehicle Use. The City will provide employees with necessary equipment and vehicles to perform their job duties. Employees shall comply with all manufacturer directions and safety instructions when using any equipment or vehicle. Moreover, employees shall comply with all transportation code laws when operating City-owned vehicles.

Employees shall maintain an eligible driver's license for the class of vehicle being driven.

Employees are prohibited from using City-issued or personal cellular devices while operating equipment and vehicles, unless such device is enabled with a hand-free device.

Employees are responsible for maintaining the interior and exterior of the vehicle(s) they are assigned. The employee shall ensure all safety equipment is in proper working order, the registration is current, and proper fuel is in the vehicle before operating any City-owned vehicle. The City shall pay for any inspection, registration, and financial responsibility for City-owned vehicles only as well as all repairs, except intentional damage caused by the employee.

If an employee is arrested or receives a citation for operating of a City-owned vehicle, the employee shall be responsible for all fines and costs associated with the arrest or citation, as applicable. Moreover, if a City-owned vehicle is towed while in the possession of the employee, and the tow occurs from the fault of the employee, the employee shall be responsible to pay for or reimburse the City for any tow fees and impound charges.

(29). Damage, Negligence or Abuse of City Vehicles, Equipment, or Property. Employees shall report damage to City vehicles, equipment, or property immediately but in no case more than twenty-four (24) hours after damage.

Additional detailed information is contained in the City of Fulshear Vehicle Use Policy.

## CHAPTER VII - EMPLOYMENT PROCESS

### A. VACANCIES

- (1) When a vacancy occurs, the Department Director shall notify the City Manager and Human Resources. Unless otherwise directed by the City Manager, vacancies in the City shall be filled based on the following procedures:
  - (a) Posting. Human Resources shall post a notice of vacancy on the City website for no less than three (3) days. Human Resources may post the vacancy on other websites, at other locations, or in publications.
  - (b) Application. All applications must be made on the City's application form unless only a resume is requested by the City. All applications and resumes must be received within the time prescribed. Employees may apply for a vacant position. The City Manager, Human Resources, and Department Director shall determine which of the applicants, if any, are qualified for the vacant position, and will notify the Department Director which applicants are qualified to be interviewed.
  - (c) The Department Director may interview applicants solely or select a committee to conduct the interview. The Department Director shall make a recommendation for employment to the City Manager. The City Manager decides on which applicant, if any, to offer employment.

In filling a vacancy, the City shall consider experience, education, training, knowledge, skills, and abilities of the applicants. The City may conduct in-person, telephone, or other electronic interviews and may require applicants to complete written examinations or assessments.

- (d) Applicants who receive an offer of employment may be required to undergo a physical competence test, psychological test, drug screening, or medical examination at the City's expense. The City Manager may engage any expert to assist with evaluation of test results.
- (e) Applicants who receive an offer of employment may be subject to a criminal background check. For positions that are responsible for handling City funds, the City may obtain a credit report on the applicant.
- (f) Applicants may be removed from employment consideration for the reasons set forth in this subsection. This is not an all-inclusive list:

- Failure to meet job-related test requirements.
- Conviction of a felony or crime of moral turpitude.
- False statements or fraudulent conduct.
- Cheating on an examination.
- Failure to report for required medical, physical, or psychological tests at the place and time directed.
- Failure to notify the City of any change of circumstances relevant to job performance, availability, or eligibility.

**B. PROVISIONAL PERIOD, REHIRING, AND TEMPORARY EMPLOYMENT**

- (1) Provisional Period. Unless otherwise authorized by the City Manager, all new employees shall be provisional in nature during the first ninety (90) days of employment with the City. The Department Director, with approval of the City Manager, may extend the initial provisional period up to one (1) year. Employees who are promoted or transferred to a new position, regardless of tenure, shall be provisional in nature for a period of ninety (90) days following the promotion or transfer, as applicable. At any time during the provisional period, any provisional employee may be dismissed with or without cause. At the end of the provisional period, a formal performance evaluation may be conducted by the employee's Department Director or City Manager. Transferred employees deemed unsuitable for the position during any provisional period may be subject to return to their previous position if currently vacant. Satisfactory completion of the provisional period does not guarantee employment for a fixed period of time. By providing for a provisional period, the City in no way waives or alters the At-Will nature of employment with the City. The At-Will status of employment extends beyond any provisional period.
- (2) Eligibility for Rehire. Former employees may be eligible for rehire at the discretion of the City Manager; however, they shall not receive preference over other applicants and will be subject to the same employment procedures as set forth in this Handbook.
- (3) Temporary Employees. A Department Director may hire temporary employees with the approval of the City Manager, not to exceed nine (9) months in duration, however, a temporary employee may become either a regular, part-time or full-time employee at the City Manager's discretion if he/she determines it to be in the best interest of the City.
- (4) Emergency Employees. In the case of an emergency, a Department Director may hire temporary employees with the approval of the City Manager, not to exceed nine (9) months in duration. The City is not required to post notice of such hiring.

### **C. TRANSFERS**

- (1) When a vacancy exists, an employee may request, in writing to the appropriate Department Director, a transfer to position in another department or a transfer to a position within the same department.
- (2) A Department Director may transfer an employee with the approval of the City Manager.
- (3) The City Manager may transfer an employee within the same department or to another department at his/her sole discretion.
- (4) Transfers shall not affect an employee's Seniority.

### **D. RECLASSIFICATION**

The City Manager may reclassify an employee's position at his/her sole discretion.

### **E. EMPLOYEE PERFORMANCE EVALUATION PROCESS**

An employees' work performance may be reviewed and documented by the City. Performance reviews are generally conducted on the annual anniversary of the employee's Date of Employment, but may occur at any time. Department Directors and supervisors shall use the City approved performance evaluation form.

### **F. DISCIPLINARY ACTION**

The City may take disciplinary action against employees who violate this Handbook, City rules, City Ordinances, or federal, state, or local laws. The City may use progressive discipline, at its discretion, or may decide not to use progressive discipline. Progressive discipline may resolve employee problems at an early stage, which benefits the employee and the City. Use of progressive discipline, however, does not alter the At-Will nature of employment with the City.

Disciplinary action may call for the City to use all or some of the four (4) following actions depending on the severity of the problem and the number of occurrences:

- (1) Verbal Reprimand: The Department Director may provide a verbal reprimand to an employee. The Department Director should inform the employee of the problem and provide improvement standards.
- (2) Written Reprimand: The Department Director may provide a written reprimand to an employee. The employee shall sign a receipt of the written reprimand and a copy of the written reprimand shall be provided to the employee and placed in the employee's personnel file. If the employee refuses to sign the reprimand, then notation shall be

placed next to the employee's signature line of such refusal. The Department Director should inform the employee of the problem and provide improvement standards.

- (3) Suspension From Work: The Department Director, with the approval of the City Manager, or the City Manager may suspend an employee for a period of not more than three (3) days if the employee has received three Written Reprimands within a one-year period.

Suspensions shall be without pay unless otherwise directed by the City Manager.

A Department Director, with approval of the City Manager, or the City Manager may immediately suspend an employee if the Department Director or City Manager believes that a suspension is in the best interest of the City regardless of whether a verbal or written reprimand has been previously provided to the employee.

If an employee is under criminal investigation or has been arrested, indicted, charged, or cited with a criminal offense or official misconduct, the Department Director, with the approval of the City Manager, or City Manager may suspend the employee with or without pay for the duration of the criminal investigation or proceedings when such suspension would be in the best interest of the City. If the criminal investigation or proceedings result in a dismissal of criminal charges or a verdict of not guilty, the employee will be eligible for reinstatement under such terms and conditions as specified by the City Manager.

- (4) Termination: The Department Director, with the approval of the City Manager, or the City Manager may terminate an employee for performance issues or any disciplinary example listed below or if such termination is necessary to protect citizens, employees, officials, or City property.

If the City Manager is not available and the Department Director believes an employee should be suspended or terminated, the Department Director shall contact the Assistant City Manager for approval before suspending or terminating an employee. If neither the City Manager or Assistant City Manager are available, the Department Director may suspend an employee if such action is necessary to protect citizens, employees, officials, or City property.

Disciplinary Action Examples. The examples below are the type of conduct that may result in disciplinary action by the City. This list is not an all-inclusive list.

- (1) Unsatisfactory Attendance.  
(a) Unauthorized absences or leave.  
(b) Unapproved absences or leave.  
(c) Abuse of leave.

- (d) Tardiness.
  - (e) Leaving work without permission.
  - (f) Abuse of lunch breaks or rest breaks.
  - (g) Being absent for three (3) or more days without notification or permission (also referred to as a voluntary quit or job abandonment).
- (2) Unsatisfactory Performance.
- (a) Inability or unwillingness to satisfactorily perform assigned work.
  - (b) Failure to perform duties at an acceptable level.
- (3) Indifference Toward Work and Damage to Property.
- (a) Inefficiency, negligence, loafing, carelessness, use of City time for performing personal business, sleeping or otherwise being inattentive during work hours, interfering with the work of others, mistreatment of the public or other employees.
  - (b) Damaging City equipment, facilities, buildings, vehicles, land, or property.
  - (c) Failure to report damage to City facilities, buildings, vehicles, land, or property, whether minor or visible. For example, if a vehicle strikes or is struck by a person, object, or roadway infrastructure, but no visible damage is observed, the employee shall report such incident(s) to the City immediately or as soon as practicable.
  - (d) Failure to meet or maintain specified conditions of employment, such as failure to obtain or maintain a license or certificate.
  - (e) Misuse or failure to follow delegated authority in performance of duties.
- (4) Dereliction of Duty.
- (a) Failure to comply with a City policy, rule, regulation, or ordinance.
  - (b) Failure to report a violation of a City policy, rule, regulation, or ordinance.
  - (c) Failure to report property found by, confiscated by, or relinquished to an employee immediately or as soon as practicable.
- (5) Insubordination.
- (a) Failure or refusal to perform assigned work or to comply with instructions or orders from a supervisor, Department Director, or City Manager.
  - (b) Use of abusive or profane language or displaying hostility in response to supervision.
  - (c) Failure to correct actions as set forth by a Department Director or City Manager.

If the employee has a good-faith, reasonable belief that an instruction or order violates City policies, rules, regulations, or ordinances and would cause imminent harm to the health, safety, or welfare of the City, another employee, or the public, the employee may refuse to follow such instruction or order but must report the instruction or order to the City Manager immediately or, if the City Manager is unavailable, to the Assistant City Manager. The City Manager or Assistant City Manager, as



applicable, shall decide to either uphold the instruction or order or rescind it.

- (6) Violation of Safety Rules.
- (a) Removal, dismantling, or damaging safety equipment or facilities; failure to use safety equipment.
  - (b) Failure to follow safety practices and procedures.
  - (c) Failure to participate in post-accident procedures.
  - (d) Failure to report an on-the-job injury, an unsafe, or hazardous condition immediately or as soon as practicable.
  - (e) Smoking in prohibited areas.
  - (f) Use of alcohol, drugs, or controlled substances.
- (7) Dishonesty/Fraud.
- (a) Misuse, misappropriation, theft, removal, destruction, or damage of City records, systems, equipment, buildings, facilities, land property, funds, securities, or any other City assets.
  - (b) Unauthorized charges against the City's accounts including credit card accounts.
  - (c) Forging, falsifying, or altering City documents.
  - (d) Authorizing or receiving payments for goods not received or services not performed.
  - (e) Improprieties in handling or reporting of financial transactions.
  - (f) Authorizing, receiving, or attempting to receive payments for hours not worked or allowed.
  - (g) Embezzlement.
  - (h) Seeking or accepting anything of value from vendors, consultants, or contractors doing business with the City in violation of this Handbook or law.
  - (i) Misrepresentation or lying to another City employee, official, contractor, or member of the public which may have any detrimental effect of the City.
  - (j) Misrepresentation or lying about an illness, injury, or health status, or medical condition. Falsifying origin of personal injury to collect workers' compensation. Misuse of paid leave of absence.
  - (k) Use of confidential information for personal gain or sharing of confidential information with other employees not authorized to receive such information, family, friends, member of the public, or contractors.
  - (l) Any violation of federal, state or local laws related to dishonest activities or fraud.
- (8) Disturbance.
- (a) Participation by an employee in a disturbance occurring on City property or while on duty; fighting on City property; possession of dangerous weapons, firearms, explosives on City property without permission.
  - (b) Entering City facilities, land, or property for unauthorized reasons.
  - (c) Use of abusive, profane, threatening language, or language or gestures likely to incite an immediate breach of the peace; horseplay; causing illness or injury to another employee, official, member of the public or contractor.

## G. COMPLAINT PROCEDURES

A complaint related to working conditions, disciplinary action, the interpretation or application of this Handbook, or interpretation or application of departmental rules shall be handled via the following procedures:

Step 1: An employee should first discuss the matter verbally with his/her supervisor no later than five (5) business days after the time the employee first learned or should have learned of the matter complained about to resolve the complaint. If the matter is not resolved, the employee may initiate step 2.

Step 2: An employee may present the complaint to his/her Department Director, in writing, no later than five (5) business days after Step 1 is complete.

The Department Director will attempt to resolve the complaint by meeting with the employee and any other pertinent employees. At this meeting, the employee may bring another employee to participate in meeting.

The Department Director shall respond, in writing, to the employee no later than fifteen (15) business days after the meeting providing a solution to the complaint or stating that the complaint is not substantiated.

Step 3: If the employee disagrees with the Department Director's response, the employee may file a written appeal to the City Manager no later than five (5) business days after the date the employee receives the Department Director's response.

The City Manager shall review the appeal and take any action as necessary to investigate the complaint. The City Manager shall respond to the employee, in writing, no later than fifteen (15) business days after receiving the employee's appeal. The City Manager shall provide a solution to the complaint or state that the complaint is not substantiated. The decision of the City Manager is final and not subject to further appeals.

Employees do not have the right to appeal reclassifications, transfers, or terminations.

Failure by the employee to timely appeal shall cause the complaint to be settled based on the last decision rendered.

If the Department Director is the subject of the complaint, the employee shall follow the above-referenced procedures but direct all action to the Assistant City Manager. The Assistant City Manager shall follow the same procedures as the Department Director. If the City Manager is the subject of the complaint, the employee shall follow the above-referenced procedures and the

Department Director shall contact Human Resources to participate in the complaint process.

A complaint against a peace officer shall be directed to the Police Chief, be in writing, and signed by the complainant per Tex. Gov't Code, Chapter 614, as amended.

## **H. SEPARATION OF EMPLOYMENT**

Separation of employment is an inevitable part of any organization. Below are reasons for separation:

- (1) Resignation – Voluntary ending of employment by an employee. Non-exempt employees should give their Department Director or the City Manager two (2) weeks' notice of resignation. Exempt employees should give their Department Director or City Manager thirty (30) days' notice of resignation, if possible, but no less than two (2) weeks.
- (2) Termination – Non-voluntary ending of employment by the City for any reason, whether for cause or not, including employee performance issues, workforce reduction, or budgetary restraints.
- (3) Retirement – Retirement: Voluntary ending of employment by an employee meeting age, service, and other criteria to retire.

The City may conduct an exit interview at the time of employment separation. During the exit interview, the City will provide information regarding final payroll, benefit coverage, and return of City owned property. The employee may provide a written statement to the City regarding separation.

## **I. ADMINISTRATIVE DIRECTIVES AND DEPARTMENT DIRECTIVES**

The City Manager may issue "Administrative Directives" to employees providing more detailed information regarding interpretation of this Handbook and to implement standard operating procedures.

Department Directors may enact rules to provide day-to-day guidelines that enhance the efficiency of departmental operations. Such rules shall not conflict with this Handbook or any law.

## EMPLOYEE ACKNOWLEDGEMENT FORM

~I have received a copy of the City of Fulshear, Texas, Employee Handbook ("Handbook") and agree that I will read it and abide by the provisions contained herein.

~I commit to upholding the principles and expectations required of a public-sector employee, and pledge to do my part to maintain and enhance:

Responsiveness – Having an enthusiastic, pro-active approach to serving our internal and external customer base;

Customer Service – Committing to the delivery of efficient and cost effective services in a courteous and caring manner;

Competence – Understanding the importance and responsibility of performing your role in the organization successfully, efficiently, and ethically;

Safety Awareness – Being cognizant of your environment, and how it impacts the overall well-being of yourself and others;

A Positive Environment – Fostering an open-minded approach to serve and support the organization and community;

Teamwork – Maintaining respectful and collaborative cooperation among all employees and others while performing our jobs.

~I understand and agree this Handbook is not, in any way, a contract of employment or intended to create any binding legal obligations on the part of the City, which is an At-Will employer. I further understand and agree that the City may amend or delete any provisions of this Handbook without notice and any such changes shall apply to me.

EMPLOYEE SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

DATE OF RECEIPT \_\_\_\_\_

*Please return this completed form to Human Resources immediately.*



**AGENDA MEMO**  
**BUSINESS OF THE CITY COUNCIL**  
**CITY OF FULSHEAR, TEXAS**

<b>AGENDA OF:</b>	April 18, 2017	<b>AGENDA ITEM:</b>	I
<b>DATE SUBMITTED:</b>	April 12, 2017	<b>DEPARTMENT:</b>	Administration
<b>PREPARED BY:</b>	CJ Snipes, City Manager	<b>PRESENTER:</b>	CJ Snipes, City Manager
<b>SUBJECT:</b>	LCISD Annexation		
<b>ATTACHMENTS:</b>	None		
<b>EXPENDITURE REQUIRED:</b>			\$0
<b>AMOUNT BUDGETED:</b>			\$0
<b>ACCOUNT:</b>			
<b>ADDITIONAL APPROPRIATION REQUIRED:</b>			\$0
<b>ACCOUNT NO:</b>			

**EXECUTIVE SUMMARY**

Per the Settlement Agreement associated with the Lawsuit between the City and Lamar Consolidated Independent School District the Parties agreed that the agreement would serve as a Petition for Annexation on the completion and occupation of the High School/ Junior High School complex. We've now secured the information necessary to begin the Annexation process.

**STAFF RECOMMENDATION**

Staff recommends the City Council approve the Petition and direct Staff to proceed with the requisite processes necessary to complete the Annexation.



**AGENDA MEMO**  
**BUSINESS OF THE CITY COUNCIL**  
**CITY OF FULSHEAR, TEXAS**

<b>AGENDA OF:</b>	April 17, 2017	<b>AGENDA ITEM(S):</b>	III-A & V-J
<b>DATE SUBMITTED:</b>	April 10, 2017	<b>DEPARTMENT:</b>	Building Services
<b>PREPARED BY:</b>	Michelle Killebrew, Building Official	<b>PRESENTER:</b>	Michelle Killebrew, Building Official
<b>SUBJECT:</b>	<b>Special Use Request – 8525 FM 359, Suite 100</b>		
<b>ATTACHMENTS:</b>	<b>Application, Site Plan, Survey, and Related Documents (Please see complete attachments in Public Hearing Agenda Items)</b>		
<b>EXPENDITURE REQUIRED:</b>			\$0
<b>AMOUNT BUDGETED:</b>			\$0
<b>ACCOUNT:</b>	Development Services		
<b>ADDITIONAL APPROPRIATION REQUIRED:</b>			\$0
<b>ACCOUNT NO:</b>			

**EXECUTIVE SUMMARY**

The owner of the property located at 8525 FM 359, along with their designated local representative Sharif Alamin, are requesting a Special Use Permit for the property indicated. The property is within the Downtown District and was previously occupied for retail commercial use. They are requesting to use the property for commercial use, specifically to allow a Restaurant/Bar use. There are modifications planned for the interior of the building.

They have provided the following documents as required by Sec. 1-283 of the City’s Zoning Ordinance (2012-1069) which include the attached items referenced:

- **Completed Special Use Application:** Completed Application from the Owner/Owner’s Representative. (See Item 1)
- **Owner Affidavit:** The owner has submitted a letter of approval to request the Special Use Permit submitted by the Owner’s Representative (See Item 2)
- **Vicinity Map:** Records from Fort Bend County Central Appraisal District show the location of the property in relation to the surrounding areas. (See Item 3)
- **Context Map:** Map shows existing layout, pavement, and access points. Staff accepts this document as there will be no new buildings allowed without further approval via Special Use Permit(s) and/or building permit(s). Map also is used for Site Plan Requirements. (See Item 4)
- **Survey:** A survey was provided which shows the existing lot and the building that sits on it, along with metes and bounds for the property and is on file. (See Item 5)
- **Compliance with the Comprehensive plan:** After review of the request from the applicant, City Staff finds that the requested use of a restaurant/bar is **an approved** and desired use within the Downtown District (See Item 6)



- **Site Plan:** The site plan shows the building layout, and the proposed parking areas. Staff accepts these document as there will be no new buildings allowed without further approval via Special Use Permit(s) and/or building permit(s). **(See Item 7)**
- **Landscape Plan:** The applicant provided an overview of the current landscaping and indicated that no modifications were planned at this time. **(See Item 8)**
- **Grading and Drainage Plan:** The applicant provided an overview of the current drainage flows and indicated that no modifications were planned at this time that would affect the grading and/or drainage of the area. **(See Item 9)**
- **Lighting Plan:** The applicant provided an overview of the current building lighting under the awning and indicated that no modifications were planned at this time. **(See Item 10)**
- **Elevations:** The applicant provided pictures of the current building elevations and indicated that no modifications were planned at this time. **(See Item 11)**
- **Traffic Impact Study:** This requirement is waived based on the determination of the City Engineer. However, it is staff's recommendation that the parking lot in front of the building be striped and the overflow parking lot be repaved with appropriate egress and striped. **(See Item 12)**
- **Signage:** The applicant has indicated they will use wall signage and will comply with the sign ordinance for the Downtown District requirements. **(See Item 13)**
- **Notification to the Public:** This has been completed. Notice was published in an approved newspaper and a notice was also sent by the City to a verified listing of adjacent property owners within 300' as required by ordinance. **(See Item 14)**
  - **Sign Notification on the Property:** The sign has been duly posted by the applicant. *(Verified by Staff; no attachment item included)*
- **Planning & Zoning Commission Hearing:** On April 7, 2017 the Planning and Zoning Commission conducted a public hearing and unanimously recommended approval with the conditions recommended by Staff as well as to clarify the requirement for compliance with the sign ordinance. **(See Item 15)**

### **STAFF RECOMMENDATION**

Staff recommends the City Council approve the Special Use Permit requesting the use of an eating and drinking establishment to be located at 8525 FM 359, Suite 100, with certain conditions applied. Staff recommends that those conditions include the following:

- 1.) The ratio of alcohol sales remains at 30% as the applicant has indicated in the request documentation.
- 2.) The parking lot in front of the building be striped.
- 3.) The overflow parking lot be repaved with appropriate egress and striped.
- 4.) A requirement that the applicant maintain the lease for the overflow parking while this requested business use is ongoing.

It is Staff's understanding that any conditions placed on the approval of this SUP must be met before a Certificate of Occupancy would be issued by City Staff.



# CITY OF FULSHEAR

PO Box 279 / 30603 FM 1093  
Fulshear, Texas 77441  
Phone: 281-346-8860 ~ Fax: 281-346-8237  
www.fulsheartexas.gov

Special Use Permit Request:  
8525 FM 359, Suite 100  
Item 1: SUP Application  
1 of 2

## ZONING SPECIAL USE APPLICATION

Date of Application: 3/17/2019  
Property Address: 8525 FM 359, Suite 100 Fulshear, TX 77441  
Legal Description of the property: Shopping Center  
Property Owner Name(s): Fulshear II Ltd / Louis Lippman  
Address: 1616 Fountain View Dr., Suite 611 Houston, TX 77057  
Phone Number: 713-446-1152 Email Address: louis.lippman@gmail.com

Applicant/Agent: Sharif Al-Amin  
Attach letter of authorization along with this application  
Address: 1830 Lake Arrowhead Dr., Richmond, TX 77406  
Phone Number: 713-517-7171 Email Address: salamin8884@gmail.com

Zoning District: Downtown District Current use of property: Vacant/Retail  
Requested use of the property: Restaurant/Bar

Land Uses of Adjoining Property:  
(Agricultural, Single Family, Industrial, Business)

North	Downtown District - Commercial
South	Downtown District - Commercial
East	Downtown District - Commercial
West	Downtown District - Commercial

Is the proposed special use allowable in the current zoning designation? Yes

Application Fees: \$150.00 for Residential Use  
\$500.00 for Commercial Use



## Special Use Permit

APPLICANT/OWNER: Sharif Al-Amin / Louis Lippman

ADDRESS OF PREMISES: 8525 FM 359, Suite 100 Fulshear, TX 77441

REQUESTING: to use the property for Commercial Use, specifically to allow a Restaurant / Bar use.

HEARING DATE: 4-7-2017

### PLANNING AND ZONING COMMISSION REVIEW

GRANTED

DENIED

RETURNED FOR ADDITIONAL DATA

COMMENTS/CONDITIONS: APPROVED PER STAFF RECOMMENDATIONS - "OFFSITE/EMPLOYEE" PARKING LOT MUST BE PAVED AND STRIPED. APPLICANT WAS ENCOURAGED TO SEEK ADDITIONAL PARKING AGREEMENT(S) WITH NEIGHBORING BUSINESSES. APPLICANT WILL FOLLOW SIGN ORDINANCE WHICH ALLOWS ONLY ONE BUILDING SIGN.  
CHAIRMAN SIGNATURE: [Signature] DATE: 7 APRIL 2017 (ONE STREET FRONTAGE)

\* NOTE: PARKING ALONG FM 359 IS NOT INCLUDED IN PARKING CALCULATIONS.  
"The Planning and Zoning Commission finds that granting the Special Use Permit will not be materially detrimental or injurious to other property or improvements in the neighborhood in which the subject property is located, nor impair adequate supply of light or air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public health, safety and well-being, or substantially diminish or impair property values within the neighborhood."

### CITY COUNCIL REVIEW

GRANTED

DENIED

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



**AGENDA MEMO**  
**BUSINESS OF THE CITY COUNCIL**  
**CITY OF FULSHEAR, TEXAS**

<b>AGENDA OF:</b>	April 18, 2017	<b>AGENDA ITEM:</b>	K
<b>DATE SUBMITTED:</b>	April 12, 2017	<b>DEPARTMENT:</b>	Planning & Development
<b>PREPARED BY:</b>	Brant Gary, Executive Director of Planning & Development	<b>PRESENTER:</b>	Brant Gary, Executive Director of Planning & Development
<b>SUBJECT:</b>	<b>Consideration and Possible Action to Approve a Two-Year Contract Extension with WCA, Waste Corporation of Texas, LP for Solid Waste Services</b>		
<b>ATTACHMENTS:</b>	<ol style="list-style-type: none"> <li>1. Exhibit A - Proposed Pricing Changes</li> <li>2. Recycling Tonnage Information</li> </ol>		
<b>EXPENDITURE REQUIRED:</b>	\$225,000 (Approximate Remaining FY17 Budget)		
<b>AMOUNT BUDGETED:</b>	\$450,000 (Full FY17 Budget)		
<b>ACCOUNT NO.:</b>	100-5-000-5461-01 - Contract - Sanitation Services		
<b>ADDITIONAL APPROPRIATION REQUIRED:</b>	<b>(Two-year term will require an annual appropriation in the budget for FY18.)</b>		
<b>ACCOUNT NO.:</b>	100-5-000-5461-01 - Contract - Sanitation Services		

**EXECUTIVE SUMMARY**

As the City's contract with Waste Corporation of America, Inc. (WCA) for Solid Waste Services has expired, it is necessary to consider a new agreement for these services to be provided. At this time, the City can take advantage of a two-year renewal clause in its existing contract from Feb. 2014 with WCA (formerly Royal Disposal and Recycle, Inc.) to continue providing services as they have been for the past several years. As a part of this extension, the proposed contract amendment includes some price escalations, clarifying clauses and confirmation of prior/updated terms. Those items are as follows:

- 1.) Extension of term - Per the original agreement, the contract terms are extended by two years based on the execution date of this amendment.
- 2.) Residential Pricing Changes - The blended rate for residential services is being decreased from \$15.67 to \$14.90 per month. In looking at the solid waste & recycling mix, the solid waste services decreased but the recycling services slightly increased. Going forward, City Staff will work with WCA to provide information about recycling and position ourselves for a possible reduction of this portion of the rate in the future.
- 3.) Roll-Off Container Pricing Changes - As shown in Exhibit A, the prices for Roll-Off Containers are being proposed to increase in order for WCA to better address the cost of service across all sizes.
- 4.) City Administrator to City Manager - Consistent with the City's charter, this amendment recognizes the change in title across the original contract terms.
- 5.) Contract Cancellation - This language is clarified in the proposed amendment. In the original agreement, there were inconsistencies about the termination for cause language. The definition of termination included the "for cause" language, but the corresponding terms did not. This clears up any potential ambiguity so that the terms of cancellation apply to a "for cause" contract termination.

**RECOMMENDATION**

Staff recommends Council authorize the City Manager to execute the Proposed First Amendment to the City's Solid Waste Contract with WCA providing for a contract extension of two years.

FIRST AMENDMENT TO RESIDENTIAL SOLID WASTE COLLECTION CONTRACT  
DATED FEBRUARY 1<sup>ST</sup>, 2014 BETWEEN THE CITY OF FULSHEAR & WCA, WASTE  
CORPORATION OF TEXAS, LP.

THIS FIRST AMENDMENT TO RESIDENTIAL SOLID WASTE COLLECTION  
CONTRACT (the "First Amendment") is made and entered into this 18<sup>th</sup> DAY OF APRIL,  
2017, by and between WCA, WASTE CORPORATION OF AMERICA and CITY OF  
FULSHEAR (hereinafter referred to as "Customer").

WITNESSETH:

WHEREAS, WCA and the District have entered into a Residential Solid Waste  
Collection CONTRACT, dated April 18th, 2017 (the "Contract"), and;

WHEREAS, WCA and the District desire to revise the rate for residential and  
commercial rates and extend the terms of the current contract for 24 months (**Two years**).

NOW THEREFORE, for and in consideration of the mutual covenants herein contained,  
WCA and the District hereby agree to the terms and conditions herein after set forth, to-wit:

ARTICLE I

**EXTENSION TO CONTRACT:** This franchise agreement between WCA and the city shall be  
extended in accordance with the provisions set out in Section 11, Page 11 referred to as the  
(EXTENDED TERM).

**CONTRACT AMOUNT:** WCA will be paid \$14.90 per home per month for the collection of  
household residential garbage and recycle materials. Commercial, Industrial, rates and rates for  
delivery and service to residents requesting extra cart services, will be listed in (Exhibit A).

**CONTRACT CANCELLATION WITH CAUSE:** City approves the change of the provision  
to add the following language, in the event of non-performance by the contractor to state; "The  
city reserves the right to terminate the WCA Contract with written notice for non-performance  
(with cause) providing written notice to the contractor (60) sixty days prior to the end of billing  
period, to allow contractor to schedule pick up of carts and collect payments from customers,  
Page 2, Item 5 in the last paragraph.

**CHANGE IN CITY ADMINISTRATORS TITLE:** Page 8, Section 5.04, replace the reference  
to City Administrator to read "City Manager".

ARTICLE II

This First Amendment shall modify the Contract only insofar as it relates to the matters provided herein. All other existing terms and conditions not addressed in this First Amendment shall remain in full force and effect and shall control.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment in multiple copies, each of which shall be deemed an original, and shall be effective as of the date first specified.

WCA, WASTE CORPORATION OF TEXAS, LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF FULSHEAR

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# EXHIBIT A

Page 1

## City of Fulshear Pricing

*Commercial / FEL & Recycle Services- Base Price per Month*

Size	New Rate 1 X	New Rate 2 X	New   Old	Delivery	Extra PU
				<b>Removal</b>	
95 Ga Cart	(business)	\$ 25.00	No Change	\$ 35.00	
2 yd	\$ 57.00	\$ 100.00	No Change	\$ 95.00	\$ 77.00
3 yd	\$ 73.00	\$ 117.00	No Change	\$ 95.00	\$ 89.00
4 yd	\$ 88.00	\$ 147.00	No Change	\$ 95.00	\$ 105.00
6 yd	\$ 113.00	\$ 198.00	No Change	\$ 95.00	\$ 134.00
8 yd	\$ 136.00	\$ 231.00	No Change	\$ 95.00	\$ 145.00

*Commercial / Recycle Services- Base Price per Month*

Size	New Rate 1 X	Old Rate 1X	Rate New   Old	Delivery	Extra PU
				<b>Removal</b>	
			No Change	\$ 35.00	
4 yd	\$ 76.61	\$ 76.61	No Change	\$ 95.00	\$ 76.61
6 yd	\$ 87.44	\$ 87.44	No Change	\$ 95.00	\$ 87.44
8 yd	\$ 98.95	\$ 98.95	No Change	\$ 95.00	\$ 98.95

Restaurants: **\$ 3.72 per cubic yard (super-cedes above rates)**

Plus (+) **15 % Fuel Recovery Fee / Lock Fees - \$ 15**



# EXHIBIT A

Page 2

## Roll-off Containers

### **New Rate**

Delivery Fee - \$120.00

20 yard haul rate: \$ 341.00

30 yard haul rate: \$ 351.00

40 yard haul rate: \$ 361.00

### **Old Rate**

Delivery Fee - \$100.00

20 yard haul Rate - \$240.00

30 yard haul rate: \$ 280.00

40 yard haul rate: \$ 320.00

### **15% fuel recovery fee plus (+) Tax**

- **All prices subject to annual CPI adjustment**

***Please Note:*** Residents requesting extra carts/service should contact the city staff and will be charged \$95.00 per cart delivery and billed \$6.00 per month for the weekly service by the city.

# EXHIBIT A

Page 3

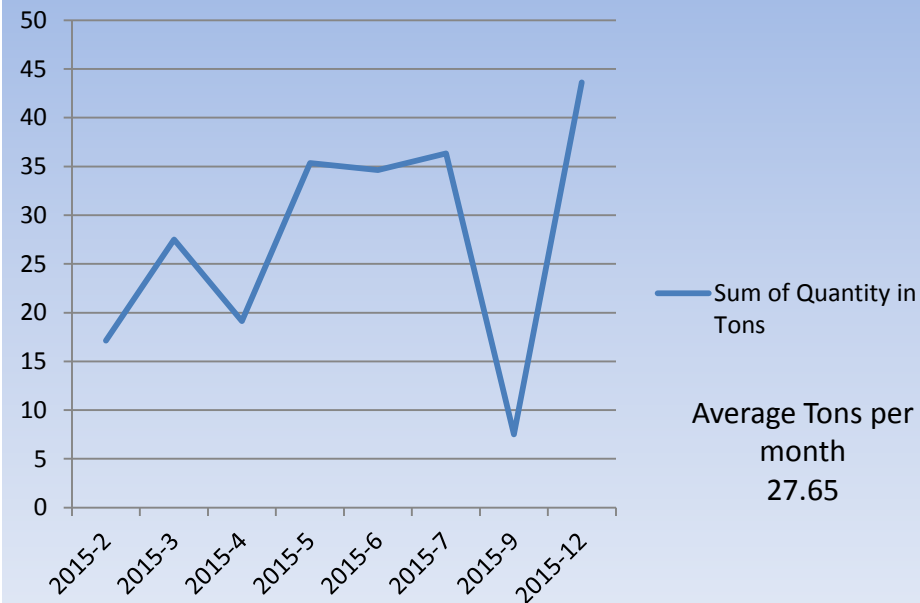


**Fulshear Texas**  
Fort Bend County's Premier Address

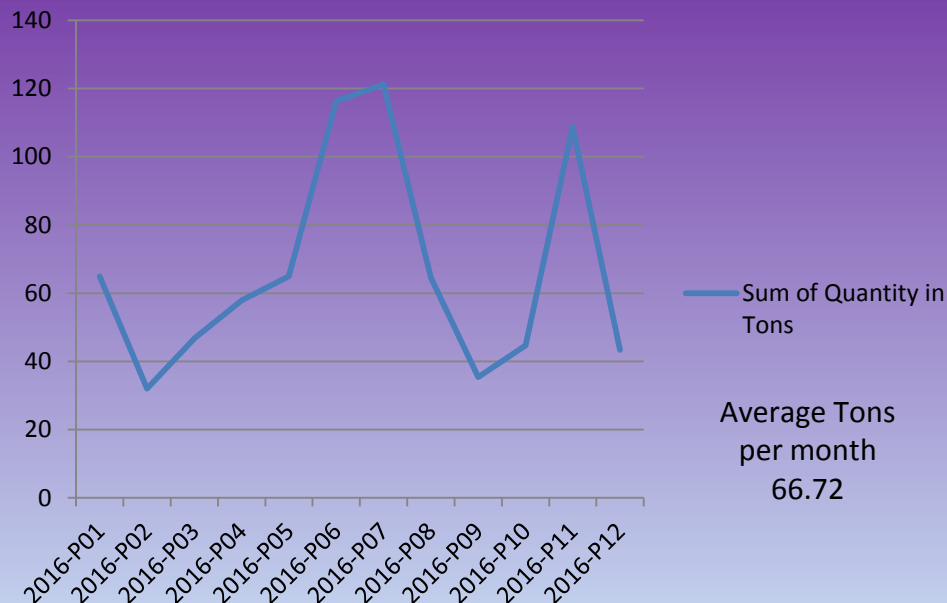
## City of Fulshear Proposed Residential Pricing Vs. Old Pricing (Once Per Week MSW & Recycle Service)

<u>Pricing Detail</u>	<u>New Rate</u>	<u>Old Pricing</u>
	2 years	Current
Residential MSW Rate per home, <b><u>Once per week service.</u></b> <i>(Also, includes weekly Green Waste &amp; Bulk Collection</i>	\$ 10.09	\$12.38
Recycle Collection Services <b><u>Once per week recycle service.</u></b> "Service Day is Wednesday"	\$ 4.81	\$3.29
<b>Total Residential Pricing =</b>	\$ 14.90	\$15.67
<b>Savings over present total rate of \$15.67/per home is \$.77 per home or, 5% rate reduction.</b>		

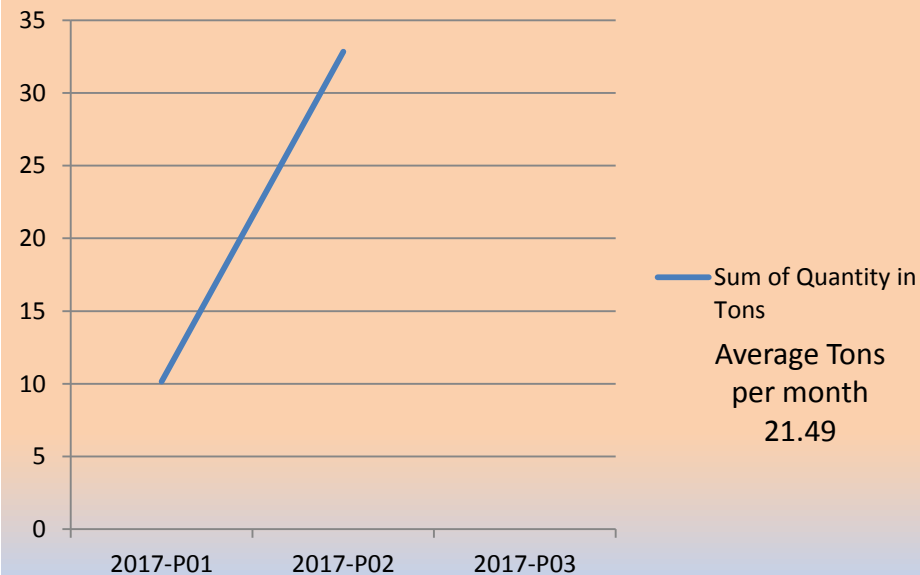
## Recycle Tonnage 2015



## Recycle Tonnage 2016



## Recycle Tonnage 2017



Mon/Year	Quantity	Unit
1/16	64.92	TN
2/16	31.99	TN
3/16	46.75	TN
4/16	57.89	TN
5/16	64.92	TN
6/16	116.24	TN
7/16	121.19	TN
8/16	64.58	TN
9/16	35.41	TN
10/16	44.67	TN
11/16	108.77	TN
12/16	43.34	TN
<b>Total</b>	<b>800.67</b>	<b>TN</b>



**AGENDA MEMO**  
**BUSINESS OF THE CITY COUNCIL**  
**CITY OF FULSHEAR, TEXAS**

<b>AGENDA OF:</b>	April 18, 2017	<b>AGENDA ITEM:</b>	L
<b>DATE SUBMITTED:</b>	April 13, 2017	<b>DEPARTMENT:</b>	Public Works
<b>PREPARED BY:</b>	Sharon Valiante Director of Public Works	<b>PRESENTER:</b>	Sharon Valiante, Director of Public Works
<b>SUBJECT:</b>	<b>Donation Deed – Fort Bend County; FM 1093; James Ln to FM 1463/FM 359; Parcel 301A</b>		
<b>ATTACHMENTS:</b>	<ol style="list-style-type: none"> <li>1. Donation Deed</li> <li>2. Location Map FM 1093 – Phase II Parcel 301A</li> <li>3. Location Map FM 1093 – Phase II Parcel 301 (reference document)</li> </ol>		
<b>EXPENDITURE REQUIRED:</b>	N/A		
<b>AMOUNT BUDGETED:</b>	N/A		
<b>ACCOUNT NO.:</b>			
<b>ADDITIONAL APPROPRIATION REQUIRED:</b>	N/A		
<b>ACCOUNT NO.:</b>			

**EXECUTIVE SUMMARY**

Fort Bend County, the governing entity for the FM 1093 – Phase II Widening Project, within the Fulshear City limits, has prepared a Donation Deed that outlines an additional sliver of land (0.2382 acre; 6,019 square feet) necessary to accommodate the project. The additional parcel requested for consideration is just west of the sliver of land the City approved for Fort Bend County at its regularly scheduled City Council meeting on October 18, 2016. That parcel was 0.0427 acre (1,858 square feet).

**RECOMMENDATION**

Staff recommends Council approve the donation of right-of-way to Fort Bend County and authorize the City Manager to execute the Donation Deed.



TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all singular the title to the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject only to the Permitted Encumbrances.

If current ad valorem taxes on said Property have not been prorated at the time of closing, Grantor and Grantee shall be responsible for payment of its respective share thereof based on period of ownership.

Grantee's address is 301 Jackson Street, Richmond, Texas 77469.

EXECUTED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**GRANTOR:**

City of Fulshear, Texas

By: \_\_\_\_\_  
C. J. Snipes, City Manager

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by C.J. Snipes, City Manager, on behalf of the City of Fulshear, Texas.

(SEAL) \_\_\_\_\_  
Notary Public in and for the State of Texas

AGREED to and ACCEPTED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**GRANTEE:**

FORT BEND COUNTY, TEXAS, a body corporate and politic under the laws of the State of Texas.

By: \_\_\_\_\_

Robert E. Hebert, County Judge

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Robert E. Hebert, County Judge of Fort Bend County, Texas, a body corporate and politic under the laws of the State of Texas, on behalf of said body corporate and politic.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the State of Texas

Attachments:  
Exhibit A – Legal Description of the Property

After Recording Return to:  
Fort Bend County Engineering  
Attn: Bryan Norton  
301 Jackson Street  
Richmond, Texas 77469



# EXHIBIT A

EXHIBIT A

County: Fort Bend  
Highway: F.M. 1093  
Project Limits: James Lane to FM 1463 / FM 359  
RCSJ: 1258-02-038

Property Description for Parcel 301A

Being a 0.1382 acre (6,019 square feet) parcel of land, out of the C. Fulshear Survey A-29, Fort Bend County, Texas, and being part of and out of that certain residue of 1.247 acre tract of land, described in a Deed dated October 27, 1987 from the Estate of Lula Louise Field Lloyd, Deceased Et Al to the City of Fulshear, Texas, filed in the Official Public Records of Fort Bend County, Texas (O.P.R.F.B.C.), under Clerk's File No. 8768377, said 0.1382 acre parcel being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod found for a northeast corner of a called 0.413 acre tract of land, described in a Deed dated May 1, 2003 from Metropolitan Transit Authority of Harris County, Texas to the City of Fulshear, Texas, filed in the O.P.R.F.B.C., under Clerk's File No. 2003059725, and at an interior angle of the Fort Bend County Tollroad Authority Corridor as described in the O.P.R.F.B.C. under Clerk's File No(s). 2015058468, 2015058447, and 2015058441, thence as follows:

- North 74°42'19" East, a distance of 579.46 feet, along the north line of said 0.413 acre tract, along the north line of the residue of said 1.247-acre tract and along the south line of said Fort Bend County Tollroad Authority Corridor, to a 5/8 inch iron rod with TxDOT aluminum cap set in the proposed north right-of-way line of FM 1093 (width varies) for the northeast corner and POINT OF BEGINNING of the herein described parcel, said point having Coordinates of N=13,812,840.95 and E=2,951,873.75;\*\*
- 1) THENCE, South 04°53'15" East, a distance of 48.15 feet, over and across the residue of said 1.247-acre tract to the existing north right-of-way line of F.M. 1093 (width varies) as described in Volume 285, Page 305, filed in the Deed Records of Fort Bend County, (F.B.C.D.R.), Fort Bend County, Texas, to a 5/8 inch iron rod with TxDOT aluminum cap set for the beginning of a non-tangent curve to the left;\*\*
  - 2) THENCE, in a westerly direction along the south line of the residue of said called 1.247 acres, and with said curve to the left having a radius of 1,474.10 feet, a central angle of 14°33'38" and chord which bears South 81°59'15" West, 373.61 feet, for an arc length of 374.61 feet, to a 5/8-inch iron rod with TxDOT aluminum cap set for the west corner in the herein described parcel;\*\*

EXHIBIT A

- 3) THENCE, North 74°42'19" East, a distance of 379.29 feet, along the proposed north right-of-way line of said F.M. 1093, to the POINT OF BEGINNING and containing 0.1382 acre (6,019 square feet) parcel of land.

NOTE: All bearings are based on the Texas coordinate system, NAD 83 (1993 Adj.), South Central Zone. All coordinates shown are surface and may be converted to grid by Dividing by TxDOT conversion factor of 1.00013.

All coordinates shown hereon are established from TxDOT Control Monuments, H-3, H-4, H-5, and H-13 prepared by Costello, Inc. dated February 23, 2000 and TxDOT Control Monuments H-5A and H-5B prepared by Weisser Engineering Company dated October 2006.

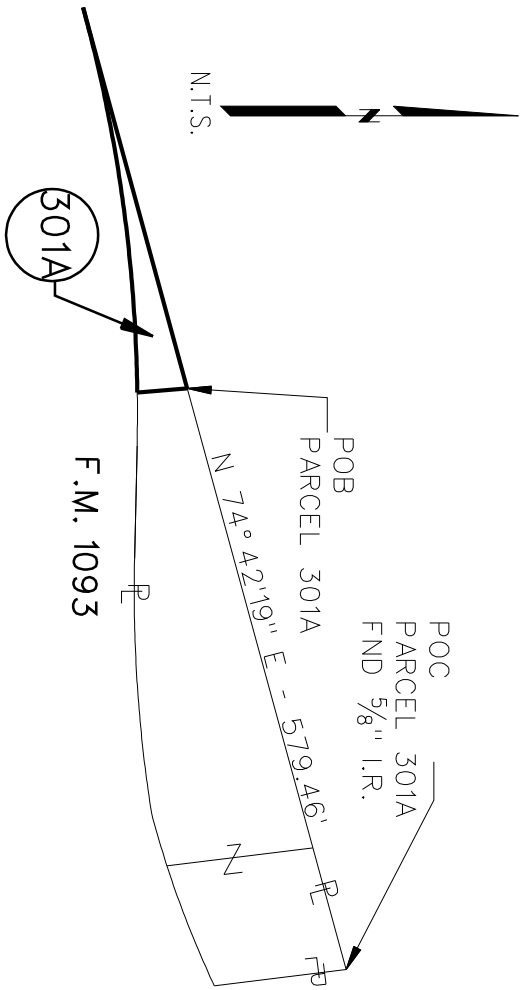
\*\* The monument described and set in this call may be replaced with a TxDOT Type II Right of Way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

Access will be permitted to the remainder property abutting the highway facility.

NOTE: A parcel plat of even date was prepared in conjunction with this property description.

Compiled by:  
Weisser Engineering Company  
TBPLS Firm Reg. No. 100518-00  
19500 Park Row, Suite 100  
Houston, Texas 77084  
(281) 579-7300  
February, 2017





PARENT TRACT INSET

**CONVENTIONAL SIGNS:**

- EXISTING RIGHT-OF-WAY LINE
- ACCESS DENIAL LINE
- PROPOSED RIGHT-OF-WAY LINE
- PROPERTY LINE
- SURVEY LINE
- DENOTES PARCEL No.
- DENOTES BEARING AND DISTANCE NOTE No.

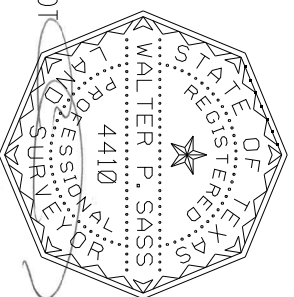
- SET 5/8" I.R. W/TXDOT ALUM. CAP (SEE NOTE 2)
- SET 5/8" I.R. W/TXDOT ALUM. CAP (STAMPED "ADL")
- FOUND 5/8" I.R. W/TXDOT ALUM. CAP
- SET (AS INDICATED)
- FOUND (AS INDICATED)

**LEGEND:**

- C.F. NO. = CLERK'S FILE NUMBER
- F.C. NO. = FILM CODE NUMBER
- O.P.R.F.B.C. = OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY
- F.B.C.P.R. = FORT BEND COUNTY PLAT RECORDS
- F.B.C.D.R. = FORT BEND COUNTY DEED RECORDS
- F.B.C.C.R. = FORT BEND COUNTY COURT RECORDS
- F.B.C.D.C.R. = FORT BEND COUNTY DISTRICT COURT RECORDS

**NOTES:**

1. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
2. \*\* THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TXDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.
3. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1993 ADJ.). ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013.
4. ALL COORDINATES AND ELEVATIONS SHOWN HEREON ARE ESTABLISHED FROM TXDOT CONTROL MONUMENTS H-3, H-4, H-5, AND H-13 PREPARED BY COSTELLO, INC. DATED FEBRUARY 23, 2000 AND CONTROL MONUMENTS H-5A AND H-5B PREPARED BY WEISSER ENGINEERING COMPANY DATED OCTOBER 2006.
5. ABSTRACTING PERFORMED BY: POSTLE PROPERTY SERVICES 12/2013 TO 01/2014 AND UPDATED ON 07/2015.
6. GROUND SURVEY PERFORMED 03/2012, 09/2014 & 07/2015.



EXISTING	TAKING AC/SF	REMAINING
1.244 CALC.	0.1382 AC 6,019 SF	1.106 RT.

**WEISSER Engineering Co.**  
 19500 Park Row, Suite 100  
 Houston, Texas 77084  
 (281) 579-7300  
 TBPLS Firm Reg No. 100518-00

PARCEL PLAT SHOWING	
PARCEL 301A	
FM 1093, FORT BEND COUNTY, TEXAS	
DATE: 02/2017	SCALE: N.T.S.
RCSJ No.: 1258-02-038	DWG. No.: P-301A-01

C FULSHEAR SURVEY, A-29

CALLED 69 ACRES  
 CAROL ANN MCCANN MARITAL TRUST  
 FILE NO. 2009022802  
 DATED: FEBRUARY 28, 2009  
 O.P.R.F.B.C.

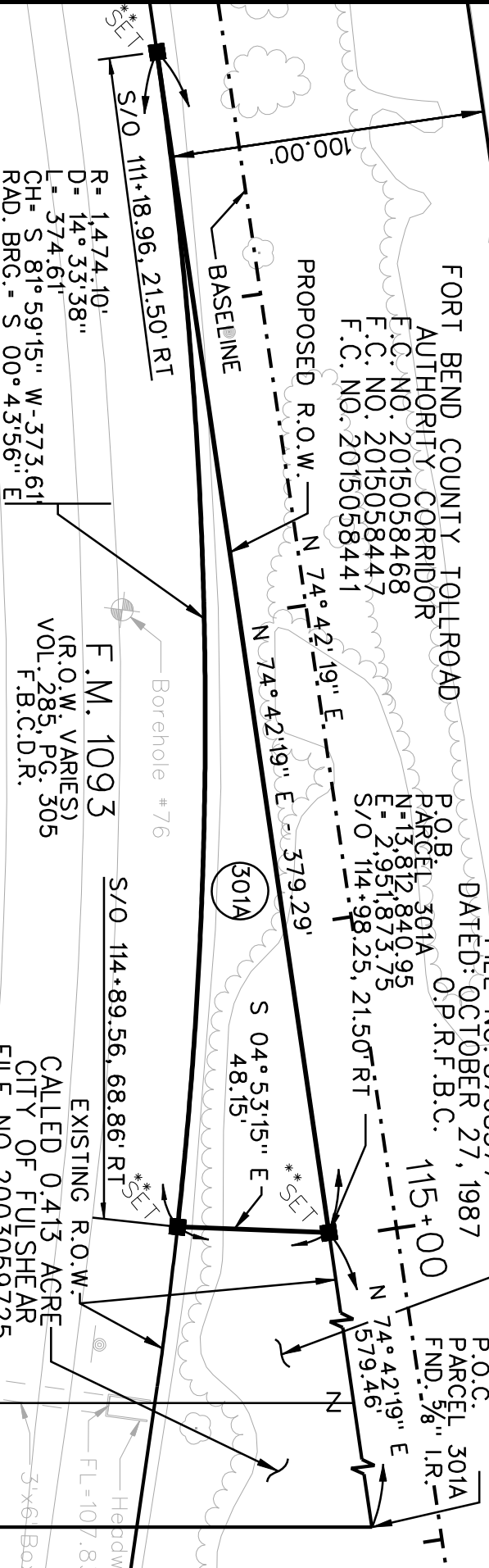
RESIDUE OF  
 CALLED 1.247 ACRES  
 (CALCULATED 1.244 ACRES)  
 CITY OF FULSHEAR, TEXAS  
 FILE NO. 8768377  
 DATED: OCTOBER 27, 1987  
 O.P.R.F.B.C.

FORT BEND COUNTY TOLLROAD  
 AUTHORITY CORRIDOR

F.C. NO. 2015058468  
 F.C. NO. 2015058447  
 F.C. NO. 2015058441

P.O.B. PARCEL 301A  
 N=13,812.840.95  
 E=2,951,873.75  
 S/O 114+98.25, 21.50' RT  
 DATED: OCTOBER 27, 1987  
 O.P.R.F.B.C.

P.O.C. PARCEL 301A  
 FND. 5/8" I.R.  
 N 74°42'19" E  
 579.46'



F.M. 1093 BASELINE CURVE DATA

C1	RADIUS	= 14,100.00'
	CENTRAL ANGLE	= 02° 17' 00" (RT)
	ARC LENGTH	= 561.88'
	TAN LENGTH	= 280.98'
	CHORD BEARING	= N 75° 50' 49" E
	CHORD DISTANCE	= 561.84'
	PI STATION	= 119+96.88
	PI N	= 13,812,993.22
	PI E	= 2,952,349.05

F.M. 1093  
 (R.O.W. VARIES)  
 VOL. 285, PG. 305  
 F.B.C.D.R.

EXISTING R.O.W.  
 CALLED 0.413 ACRE  
 CITY OF FULSHEAR  
 FILE NO. 2003059725  
 DATED: MAY 1, 2003  
 O.P.R.F.B.C.

**WEISSER Engineering Co.**  
 19500 Park Row, Suite 100  
 Houston, Texas 77084  
 (281) 579-7300  
 TBPLS Firm Reg No. 100518-00

PARCEL PLAT SHOWING	
PARCEL 301A	
FM 1093, FORT BEND COUNTY, TEXAS	
DATE: 02/2017	SCALE: 1" = 50'
RCSJ No.: 1258-02-038	DWG. No.: P-301A-02
	BOB No.: EG676











# CITY OF FULSHEAR

## Finance Department

PO Box 279 / 29378 McKinnon, Suite A  
Fulshear, Texas 77441  
[www.fulsheartexas.gov](http://www.fulsheartexas.gov)

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### MEMORANDUM

To: Mayor and City Councilmembers  
From: Wes Vela, Chief Financial Officer  
Date: March 16, 2017  
Subject: Presentation of Annual Financial Report

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The City's annual financial audit for the period ending September 30, 2016 has been completed by the city's outside audit firm of Whitley Penn, L.L.P. The audit report has been reviewed with the City Manager and Chief Financial Officer and results in a "clean opinion." Mr. Chris Breaux will present a summary of the audit findings and answer questions as needed.



**AGENDA MEMO  
BUSINESS OF THE CITY COUNCIL  
CITY OF FULSHEAR, TEXAS**

<b>AGENDA OF:</b>	April 18, 2017	<b>AGENDA ITEM:</b>	N
<b>DATE SUBMITTED:</b>	April 12, 2017	<b>DEPARTMENT:</b>	Administration
<b>PREPARED BY:</b>	CJ Snipes, City Manager	<b>PRESENTER:</b>	CJ Snipes, City Manager
<b>SUBJECT:</b>	<b>Certificates of Obligation</b>		
<b>ATTACHMENTS:</b>	<b>Privileged</b>		
<b>EXPENDITURE REQUIRED:</b>			\$0
<b>AMOUNT BUDGETED:</b>			\$0
<b>ACCOUNT:</b>			
<b>ADDITIONAL APPROPRIATION REQUIRED:</b>			\$0
<b>ACCOUNT NO:</b>			

**EXECUTIVE SUMMARY**

Staff has prepared a series of documents and pro forma related to Council's directive that we move forward with issuing the Certificates of Obligation this month. However, in light of certain correspondence, we are requesting that Council discuss this issue with Legal Counsel before taking final action. On the advice of the City's Legal Team we have listed this as a discussion item only.

**STAFF RECOMMENDATION**

Staff recommends the City Council discuss the situation with Legal Counsel prior to taking any action.



**AGENDA MEMO**  
**BUSINESS OF THE CITY COUNCIL**  
**CITY OF FULSHEAR, TEXAS**

<b>AGENDA OF:</b>	April 18, 2017	<b>AGENDA ITEM:</b>	O
<b>DATE SUBMITTED:</b>	April 12, 2017	<b>DEPARTMENT:</b>	Administration
<b>PREPARED BY:</b>	CJ Snipes, City Manager	<b>PRESENTER:</b>	CJ Snipes, City Manager
<b>SUBJECT:</b>	<b>Professional Service Agreement with Elizabeth Christian PR</b>		
<b>ATTACHMENTS:</b>	<b>Professional Services Agreement</b>		
<b>EXPENDITURE REQUIRED:</b>			\$0
<b>AMOUNT BUDGETED:</b>			\$0
<b>ACCOUNT:</b>			
<b>ADDITIONAL APPROPRIATION REQUIRED:</b>			\$0
<b>ACCOUNT NO:</b>			

**EXECUTIVE SUMMARY**

Staff has located a Public Relations firm that appears to have the resources necessary to properly serve the City's interests at the time of the drafting of this document it was unclear if this service was going to be contracted directly by the City or instead through the City's legal team.

**STAFF RECOMMENDATION**

Staff recommends the City Council approve the agreement.